

## CITY COUNCIL MEETING

August 26, 2025  
6:00 P.M.

### AGENDA



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

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

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

By phone: 323-792-6234 (Meeting ID: 108 592 120#)

By internet: Chrome- [TEAMS Meeting Link](#) (Meeting ID: 242 012 651 183)

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

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

#### **I. CALL TO ORDER – Mayor Terry Carter**

##### **A. Pledge of Allegiance:**

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

**C. Agenda Modifications:** None.

##### **D. Announcements, Appointments and Presentations:**

- 1. Presentation:** East Pierce Fire & Rescue Annual Report.

#### **II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

**A. Public Hearing:** None.

##### **B. 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. Public mics and video will be enabled-you will need to personally turn them on during this section only. All who comment will be asked to state their name and if you would like, your address for the meeting record.*

**C. Correspondence:** None.

#### **III. COUNCIL COMMITTEE REPORTS:**

##### **A. Finance Committee:**

**B. Community Development Committee:**

**C. Public Safety Committee:**

**D. Other Reports:**

**IV. CONSENT AGENDA:**

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

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**A. Approval of Corrected Minutes:** July 15, 2025, City Council Workshop, July 22, 2025, City Council Meeting, And August 12, 2025, City Council Meeting.

**B. Approval of Accounts Payable and Utility Refund Checks/Vouchers:** Accounts Payable check/vouchers #99668 to #99735, and wire transfers #20250724, # 702202502, 2025072301, and #2025072302 in the amount of \$451,338.86. Accounts Payable check/vouchers #99736 to #99790 in the amount of \$5,564.83. Voids: 99421 – replaced with ck#99693, 99050 – replaced with ck# 99816, 99501- duplicate.

**C. Approval of Payroll:** August 1-15, 2025, for checks #35249 – 35257 including Direct Deposits and Electronic Transfers totaling \$903,533.67.

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**D. AB25-61 – Motion M25-61** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Mayor To Sign An Interlocal Agreement With The Town Of Eatonville For Municipal Court Services.

**V. FULL COUNCIL ISSUES:**

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**A. AB25-43 – Ordinance D25-43** - An Ordinance Of The City Of Bonney Lake, Relating To Business Licensing, Amending Chapter 5.08 Of The Bonney Lake Municipal Code (BLMC) To Clarify And Expound Upon The City's Application And Business License Requirements And To Reflect The Updated Minimum Business Threshold For Out-Of-City Business Licenses; Adding A New Section 5.08.015, Regarding The Administration Of Chapter 5.08 BLMC; Amending Subsection 5.08.020.B Of The BLMC To Clarify That Independent Contractors Are Included Within The Definition Of Person; Adding A New Subsection 5.08.020.D Of The BLMC To Define Home Occupations; Adding A New Subsection 5.08.020.E Of The BLMC To Define The Business License Service Provided By The Washington State Department Of Revenue; Adding A New Section 5.08.045 To The BLMC, Relating To Home Occupations; Adding A New Section 5.08.048 To The BLMC To Establish The Business License Application Process; Adding A New Subsection To 5.08.070 To The BLMC To Declare Conducting Business Without A City License To Be A Public Nuisance; Adding A New Section 5.08.080 To The BLMC Relating To The Revocation Or Suspension Of A City Business License; Adding A New Section 5.08.090 To The BLMC To Establish An Appeals Process For The Denial, Revocation Or Suspension Of A City Business License; Adding A New Section 5.08.100 To The BLMC , Relating To

The Effect Of A Business License Revocation Or Suspension; Adding A New Section 5.08.110 To The BLMC, Relating To The Sale Or Transfer Of A City Business; Adding A New Section 5.08.120 To The BLMC, Regarding Notice Of Termination Of Business Activities; And Repealing Section 18.22.010 Of The BLMC Relating To Home Occupations; Providing For Severability And Corrections; And Establishing An Effective Date.

- Pg. 47      B. **AB25-59 – Resolution R25-59** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Surplus Tax Parcels 0520261042 And 0520261041 And Authorizing The Sale Of Such Property In Accordance With Bonney Lake Municipal Code Section 2.70.100.
- Pg. 55      C. **AB25-70 – Motion M25-70** - A Motion of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing Piggybacking with Sourcewell Cooperative Purchasing Program.
- Pg. 61      D. **AB25-64 – Resolution R25-64** - A Resolution of the City Council of the City of Bonney Lake, Pierce County, Washington, Authorizing The Purchase Of The RTA Fleet Software.
- Pg. 73      E. **AB25-68 – Resolution R25-68** - A Resolution Of The City Council For The City Of Bonney Lake, Pierce County, Washington, Authorizing The Judicial Branch Administrator To Enter An Interagency Agreement Between Washington State Administrative Office Of The Court (AOC) And Bonney Lake Municipal Court To Participate In The Pretrial Pilot Program, Contract #AOC2670, Funding: \$14,500.
- Pg. 83      F. **AB25-60 – Motion M25-60** - A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The City Of Sumner For Municipal Court Services.

**VI. EXECUTIVE/CLOSED SESSION:** None.

**VII. ADJOURNMENT**

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

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





## CITY COUNCIL WORKSHOP

July 15, 2025  
6:00 P.M.  
MINUTES



[www.ci.bonney-lake.wa.us](http://www.ci.bonney-lake.wa.us)

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

Audio starts at: 06:00 **I. CALL TO ORDER** – Mayor Terry Carter, called the workshop to order at 6:00 p.m.

A. Pledge of Allegiance

Audio starts at: 06:01 **II. ROLL CALL:** City Clerk Sadie Schaneman called the roll. In addition to Mayor Terry Carter, elected officials attending were Deputy Mayor Dan Swatman, Councilmember Angela Baldwin, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler. Councilmember J. Kelly McClimans and Councilmember Brittany Rock were in virtual attendance.

Staff members in attendance at the physical location were Chief Finance Officer Cherie Reiersen, Police Chief Mark Berry, Administrative Services Director Chuck McEwen, Public Services Director Jason Sullivan, City Clerk Sadie Schaneman, Assistant to the City Administrator Leslie Harris, and Administrative Specialist II Debbie McDonald.

Staff member in virtual attendance were City Attorney Maili Barber.

### III. AGENDA ITEMS:

Audio starts at: 6:04 A. **Presentation:** The Chamber Collective Quarterly Update.

Chamber President Andy Frickel, Membership Development Coordinator Charity Kuahiwinui. and Assistant to the City Administrator Lesslie Harris presented The Chamber Collective quarterly update. They covered membership, calendar of events and business outreach.

Council discussed and shared their concerns, including:

- What is the best way to stay in contact with The Chamber Collective.
- Excited to see the changes with the new leadership.
- Appreciated The Chamber Collective staff for presenting to City Council.

Audio starts at:  
6:18

- B. **Public Hearing: AB25-49 – Resolution R25-49** - A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Six Year Transportation Improvement Program (2026-2031).

Mayor Carter opened the Public Hearing at 6:18.

Mayor Carter closed the Public Hearing with no public comments at 6:19.

Audio starts at:  
6:19

- C. **Council Open Discussion:**

*Councilmember Baldwin:*

Inlet Island and Interlake Island Channel: Councilmember Baldwin informed Council there will be a discussion and public comment on this item next week at the Council meeting. The discussion will be on buoy placement and enforcement.

Shoplifting Ordinance: Councilmember Baldwin asked for an update on reaching out to businesses about the possible new shoplifting ordinance.

Veteran's Memorial: Councilmember Baldwin informed Council of where she was at in the formation of a new Veteran's Memorial Committee and who the stakeholders should be.

*Deputy Mayor Swatman:*

Inlet Island and Interlake Island Channel: Deputy Mayor Swatman informed Council that at the July 22<sup>nd</sup>, Council meeting there will be a discussion and open the floor for public comments on the buoy placement and enforcement.

City Redesign for Website: Deputy Mayor Swatman informed Council that the city staff are looking for a Councilmember volunteer to act as a citizen for the website redesign.

Council Committee Chairs: Deputy Mayor Swatman reminded Council that Committee Chairs can redirect agenda items to Council Workshop.

Council discussed and shared their concerns, including:

- Committees being able to have more in-depth conversations.
- Consent agenda vs. Full council issues.
- Public being able to have free input.
- Committee reports usage.
- Timelines on items having to be approved.

- D. **Review Of Council Minutes:** A May 20, 2025, City Council Workshop, May 27, 2025, City Council Meeting, June 10, 2025, City Council Meeting, And July 8, 2025, City Council Meeting.

The draft minutes were forwarded to the July 22, 2025, meeting for approval.

- E. **Discussion:** Business and Operation Tax (B&O)

Audio starts at:  
7:30

Audio starts at:  
6:42

Deputy Mayor Swatman discussed bringing back to Council for discussion the B&O tax. He gave a brief background and history on where Council stands on implementing the tax.

Council discussed and shared their concerns, including:

- The tax would not apply to small businesses.
- There are different ways of implementing the tax.
- Is it worth all the effort for the amount of money that would be collected.
- If this is something Council will move forward with, it needs to go on the ballot and let the citizens decide.
- How long would it take to implement.
- Most big box stores are already paying this tax in other City's.

Mayor Carter clarified that Council wants to do something, just not sure what it looks like as of yet and would need further discussion at a workshop.

**IV. EXECUTIVE/CLOSED SESSION:** None.

**V. ADJOURNMENT:**

**At 7:31 p.m. the Meeting was adjourned by Mayor Carter with the common consent of the City Council.**

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Sadie A. Schaneman, MMC, City  
Clerk

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Terry Carter, Mayor

Items presented to Council at the July 15, 2025, Workshop: None

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

## CITY COUNCIL MEETING

July 22, 2025  
6:00 P.M.  
MINUTES



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

Audio starts at:  
06:00:00

**I. CALL TO ORDER** – Mayor Terry Carter, called the meeting to order at 6:00 p.m.

- A. Pledge of Allegiance: Mayor Carter led the audience in the Pledge of Allegiance.
- B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor Carter, the elected officials attending were Deputy Mayor Dan Swatman, Councilmember Angela Baldwin, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler, Councilmember J. Kelly McClimans, and Councilmember Brittany Rock.

Staff members in attendance at the physical location were Assistant Police Chief Ryan Boyle, Administrative Services Director Chuck McEwen, Development Services Manager Lauren Balisky, City Engineer Ken Gill, Assistant Superintendent of Public Works-Water Jim Miracle, Judge Joanna Daniels, City Clerk Sadie Schaneman, and Records and Disclosure Coordinator Kandice Besaw.

Staff members in virtual attendance were Chief Financial Officer Cherie Reiersen, Assistant to the City Administrator Leslie Harris, and City Attorney Chris Pirnke.

- C. Agenda Modifications: None.
- D. Discussion And Public Comments:

- 1. Lake Tapps Buoy Placement And Enforcement Of The Channel Between Inlet Island And Interlake Island.

Councilmember Angela Baldwin explained the buoy placement discussion and the enforcement of the channel between Inlet Island and Interlake Island, inviting citizens to remark.

Karl Kirn: Emphasized how having more buoys on the lake would increase safety.

Audio starts at:  
06:02:38

Jeff Lincoln: Referenced Pierce County Code 8.88.070 and how it was adopted and should be enforced. Also volunteered to form a committee to help collaborate and give resources for the Police.

Nancy Lien: Talked about the constant damage and safety issues on the water.

Bob Burwell: Spoke about the constant and recent damage to his dock.

Rick Myking: Shared that there is nothing currently in place specifying speeds and those on the water are consistently negligent and non-compliant.

Lonney Dickinson: Mentioned that his boat was just flushed by another boat and that heavy fine should be enforced. He said that boats are driving too close to the shore.

Barry Wilbur: Spoke about current accidents and law violations.

Chris Herzburger: He expressed that boaters feel they are entitled to do what they want when on the water.

Darin Wolschleger: He discussed his experience as both a lake resident and a retired Bonney Lake police officer and the trouble Police will have with doing the enforcement.

Carol Miller: Asked how a no-wake zone would work while wake boats are still permitted.

Scott Miller: Inquired as to why we create additional laws if we can't implement and enforce them now.

## **II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

A. Public Hearings: None.

B. Citizen Comments:

Zac Kefner: Spoke about his trials and tribulations with the Public Services Department and his issues with obtaining permits.

Dave Morell: Spoke about his involvement with the Boating Advisory Committee in Pierce County and the steps they are planning to take.

Adam Gregorich: Spoke about his involvement with the Boating Advisory Committee and supports any enforcement that will assist with safety.

C. Correspondence: None.

Audio starts at:  
06:52:00

Audio starts at: **III.**  
07:07:32

### **COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee: Deputy Mayor Swatman reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went through personnel updates, had an open discussion about funding options for public works design projects and approved their minutes.
- B. Community Development Committee: Councilmember Fullerton reported the Community Development Committee met in person and virtually on July 15, 2025, The Committee discussed and forwarded AB25-47, AB25-53, to tonight's Consent Agenda. Discussed the Joint Advisory Group, Allan Yorke Park and approved their minutes.
- C. Public Safety Committee: Councilmember Baldwin reported the Public Safety Committee did not meet and is expected to have their next meeting virtually at 3:45 p.m. on August 12, 2025.
- D. Other Reports:

*Councilmember Fullerton*

Joint Advisory Committee (JAC): Reported that Sumner has hired additional employees for the sewer treatment plant and Bonney Lake is responsible to help pay for their salaries.

Pierce County Regional Council (PCRC): Shared that the Pierce County Regional Council met, discussed updates on the Pierce County transit, and had a NW Trek authority report update.

Audio starts at: **IV.**  
07:18:05

### **CONSENT AGENDA:**

- A. **Approval of Corrected Minutes**: May 20, 2025, City Council Workshop, May 27, 2025, City Council Meeting, June 10, 2025, City Council Meeting, And July 8, 2025, City Council Meeting.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**:  
Accounts Payable Check/Vouchers #99308 To #99389, And Wire Transfers #20250529, #47077100, #520202502, #2025052001, #2025052002, #2025052801, And #2025053001 In The Amount Of \$6,537,597.03. Accounts Payable Check/Vouchers #99390 To #99486, And Wire Transfers #20250612, #602202502, #2025060201, #2025060512, And #2025061202 In The Amount Of \$1,415,179.88. Accounts Payable Check/Vouchers #99487 To #99580, And Wire Transfers #20250626 In The Amount Of \$1,093,111.86. Accounts Payable Wire Transfer #2025051201 For P-Card Transactions In The Amount Of \$53,966.82.

**Voids:** Wire 2025051301 – Replaced With CK 99581, 96921 – Replaced With CK 99623.

- C. **Approval of Payroll:** None.
- D. **AB25-47 – Ordinance D25-47** – An Ordinance Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Regarding Restricted Parking On City Streets And In City Parking Lots; Amending Sections 10.36.015, 10.36.020, And 10.36.025 Of The Bonney Lake Municipal Code (BLMC) For The Purpose Of Restricting Parking On City Streets And In City Parking Lots; Providing For Severability And Corrections; And Establishing An Effective Date.
- E. **AB25-53 – Motion M25-53** – A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorize Mayor Signature On A Professional Services Contract With RH2 Engineering For The Design Of Prv Station #1 And 2 Replacement And Public Services Zone Valve Upgrade.

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

**Consent Agenda approved 7 – 0.**

**V. FULL COUNCIL ISSUES:**

Audio starts at:  
07:18:23

- A. **AB25-49 – Resolution R25-49** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Adopting The Six Year Transportation Improvement Program (2026-2031).

**Deputy Mayor Swatman moved to approve AB25-49 – Resolution R25-49. Councilmember Baldwin seconded the motion.**

Introduced by City Engineer Ken Gill who was available to respond to all inquiries from the council. Council discussed and shared their concerns, including:

- Reorganizing Priority List.
- Project relations.

**Councilmember Baldwin moved that the West Tapps Highway project is moved up from priority seven to priority two, and authorize the use of Street CIP ending fund balance to commence with the design of the relocation. Deputy Mayor Swatman seconded the Motion.**

**Motion to move priority seven to priority two approved 7 – 0.**

**Resolution R25-49 approved as amended 7 – 0.**

- B. **AB25-54 – Resolution R25-54** – A Resolution Of The City Council For The City Of Bonney Lake, Pierce County, Washington, Authorizing The Bonney Lake Municipal Court Judge To Sign Interagency Agreement 1 AA26825 Between Washington Administrative Office Of The Courts (AOC) And Bonney Lake Municipal Court For Reimbursement Of Costs Related To Therapeutic Court Between 7/1/2025 And June 30, 2026.

**Councilmember Balwin moved to approve AB25-54 – Resolution R25-54.**  
**Deputy Mayor Swatman seconded the motion.**

Introduced by Judge Daniels who gave an overview of the costs related to the therapeutic court. The council had no discussion on the matter.

**Resolution R25-54 approved 7 – 0.**

- C. **AB25-55 – Resolution R25-55** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The City Of Bonney Lake To Enter A Reimbursement Agreement With The Bonney Lake Municipal Court's Community Court For The Fiscal Year Of 07/01/2025 Through 06/30/2026.

**Councilmember Baldwin moved to approve AB25-55 – Resolution R25-55.**  
**Councilmember Hubler seconded the motion.**

Introduced by Judge Daniels who gave an overview of the agreement with the Bonney Lake Municipal Court's Community Court. The council had no discussion on the matter.

**Resolution R25-55 approved 7 – 0.**

- D. **AB25-56 – Resolution R25-56** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, To Continue The Limited Term, FTE, Of The Community Court Case Manager, Step 14 On The Non-Represented Salary Schedule During The Period 7/1/2025 Through 12/31/2025.

**Councilmember Baldwin moved to approve AB25-56 – Resolution R25-56.**  
**Councilmember Davis seconded the motion.**

Introduced by Judge Daniels who explained the scheduling period. Council discussed and shared their concerns, including:

- 6 months vs. 1 year.
- A new interagency agreement starting January 1, 2026

**Resolution R25-56 approved 7 – 0.**

- E. **AB25-57 – Resolution R25-57** – A Resolution Of The City Council Of The City Of Bonney Lake, County Of Pierce, State Of Washington, Authorizing Mayor



Terry Carter To Sign An Mou With The Law Office Of Micheal E. Harbeson On Behalf Of The City Of Bonney Lake To Provide Legal Services To Participants Of The Bonney Lake Community Court During The Period Of 7/1/2025 Through 6/30/2026.

**Councilmember Baldwin moved to approve AB25-57 – Resolution R25-57.  
Councilmember Hubler seconded the motion.**

Introduced by Judge Daniel who thanked the council for their support and gave an overview of the scheduling period. Council discussed and shared their concerns, including:

- Scheduling period.

**Councilmember McClimans moved to amend the term to end December 31st, 2025.  
Deputy Mayor Swatman seconded the Motion.**

**Motion to amend the term to end December 31st, 2025, approved 7 – 0.**

**Resolution R25-57 approved as amended 7 – 0.**

**VI. EXECUTIVE/CLOSED SESSION:** None.

**VII. ADJOURNMENT:**

**At 7.47p.m. the Meeting was adjourned by Mayor Carter with the common consent of the City Council.**

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Sadie A. Schaneman, MMC, City Clerk

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Terry Carter, Mayor

Items presented to Council at the July 22, 2025, Meeting for the record: None.

(1) *Safety on Lake Tapps* – Karl Kirn.

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

## CITY COUNCIL MEETING

August 12, 2025  
6:00 P.M.  
MINUTES



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

Audio starts at:  
06:00:00

**I. CALL TO ORDER** – Mayor Terry Carter, called the meeting to order at 6:00 p.m.

- A. Pledge of Allegiance: Mayor Carter led the audience in the Pledge of Allegiance.
- B. Roll Call: City Clerk Sadie Schaneman called the roll. In addition to Mayor Carter, the elected officials attending were Deputy Mayor Dan Swatman, Councilmember Aaron Davis, Councilmember Gwendolyn Fullerton, Councilmember Kerri Hubler and Councilmember J. Kelly McClimans.

Councilmember Brittany Rock was in virtual attendance. Councilmember Angela Baldwin was not in attendance.

**Deputy Mayor Swatman moved to excuse the absence of Councilmember Baldwin. Councilmember Fullerton seconded the motion.**

**Motion approved 6 - 0.**

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

Staff members in virtual attendance were Chief Financial Officer Cherie Reiersen and City Attorney Jennifer Robertson.

- C. Agenda Modifications: None.
- D. Announcements, Appointments and Presentations: None.

Audio starts at:  
06:02:38

**II. PUBLIC HEARINGS, CITIZEN COMMENTS & CORRESPONDENCE:**

- A. Public Hearings:
  - 1. **AB25-59 – Resolution R25-59-** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Surplus Tax Parcels 0520261042 And 0520261041 And Authorizing The Sale Of Such Property In Accordance With Bonney Lake Municipal Code Section 2.70.100.

Mayor Carter opened the public hearing at 6:02 p.m.

Kelly Penholl-Wilson, 23510 70th St E – Buckley: Has collected over 105 signatures in protest of the sale, citing concerns about traffic, noise, and light pollution.

Lorraine Stocker, 22815 72nd St E – Buckley: Inquired about the grant process and expressed concerns about the potential impact on the local ecosystem and current bird habitats.

Michelle Taul, 6914 237<sup>th</sup> Ave E – Buckley: Spoke about the noise that multiple pickleball courts would create and mentioned potential litigation in other jurisdictions.

Lisa Taylor, 23220 70th St E – Buckley: Requested more time for the City of Buckley and Pierce County to investigate the impact of the sale.

Melinda Henry, 23504 70th St E – Buckley: Shared concerns about security and suggested the property be used for a dog park.

Matthew Culp, 7402 222<sup>nd</sup> Ave Ct E – Buckley: Raised concerns about existing traffic issues from recent developments and asked if additional police patrols would be provided if the sale goes through.

Ashley Toutdinger, 23606 70th St E – Buckley: Inquired about the options available to residents regarding the sale of the property.

Monica Taylor, 22911 73rd St E – Buckley: Echoed the concerns of others, specifically mentioning noise and light pollution.

Dan Decker, 20401 70th St E - Bonney Lake: Spoke about the history of the Reed property and suggested turning it into a city training facility.

Jeff Wilson, Buckley: Asked a question regarding the deed.

Mayor Carter closed the hearing at 6:33 p.m.

B. Citizen Comments:

Dan Decker, 20401 70th St E: Spoke about the necessity of installing a sidewalk along Church Lake Drive.

Erin Musky, Bonney Lake Library: Discussed library updates, including the autumn teen council and the back-to-school grab-and-go. Additionally, she disclosed that someone new will be replacing her as she is taking on a new role for the Library System. She expressed gratitude to the council, city employees, and citizens for their involvement and support.

Audio starts at:  
06:33:45

- C. Correspondence: The City Clerk's Office received 1 letter from Trish Peterson and 1 email from Karen Cassidy that were shared prior to the meeting with the Mayor and Council both protesting the sale and development of the Property that was on the Public Hearing section tonight due to traffic and safety.

Audio starts at: **III.**  
06:42:07

### **COUNCIL COMMITTEE REPORTS:**

- A. Finance Committee: Deputy Mayor Swatman reported the Finance Committee met in person and virtually today at 5:00 p.m. The Committee went through personnel updates, discussed AB25-64, had an open discussion about project loads and approved their minutes.
- B. Community Development Committee: Councilmember Fullerton reported the Community Development Committee did not meet and is expected to have their next meeting virtually at 5:00 p.m. on August 19, 2025.
- C. Public Safety Committee: Councilmember Davis reported the Public Safety Committee did not meet and is expected to have their next meeting virtually at 3:45 p.m. on September 9, 2025.
- D. Other Reports:

*Councilmember Hubler*

South Sound 911: Reported on the budget review and the progress of the Executive Director interviews.

Audio starts at: **IV.**  
06:47:11

### **CONSENT AGENDA:**

- A. **Approval of Corrected Minutes**: None.
- B. **Approval of Accounts Payable and Utility Refund Checks/Vouchers**: Accounts Payable check/vouchers #99581 to #99667, and wire transfers #20250710, #47498470, 47564196, 2025070817, and #2025071002 in the amount of \$992,969.30. Accounts Payable wire transfer #20250710011 for p-card transactions in the amount of \$72,619.31. **Voids**: None.
- C. **Approval of Payroll**: July 1 – 15, 2025 for checks #35228 – 35237 including Direct Deposits and Electronic Transfers totaling \$909,541.55. **Voids**: Ck #70165; replaced with ck #35228. July 16-31, 2025, for checks #35238 – 35248 including Direct Deposits and Electronic Transfers totaling \$1,012,426.10. **Voids**: None.

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

**Consent Agenda approved 6 – 0.**

**V. FULL COUNCIL ISSUES:**

Audio starts at:  
06:47:30

- A. **AB25-66 – Resolution R25-66** – A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Additional Funds To Purchase And Outfit A Replacement For PD1901).

**Deputy Mayor Swatman moved to approve AB25-66 – Resolution R25-66. Councilmember Davis seconded the motion.**

Deputy Mayor Swatman provided an explanation of the ER&R budget and the process for permitting items. He also expressed his and the council's support for the Police Department and city staff, thanking them for their handling of the recent situation.

Council had no discussion on this matter.

**Resolution R25-66 approved 6 – 0.**

**VI. EXECUTIVE/CLOSED SESSION:** None.

**VII. ADJOURNMENT:**

**At 6:50p.m. the Meeting was adjourned by Mayor Carter with the common consent of the City Council.**

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Sadie A. Schaneman, MMC, City Clerk

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Terry Carter, Mayor

Items presented to Council at the August 12, 2025, Meeting for the record: None.

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



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

<b>Agenda Item Type:</b> Motion	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-61/Motion M25-61		
<b>Department/Division Submitting:</b> Executive Administration	<b>Presenter:</b> Legal/Executive	<b>City Strategic Goal Category:</b> Public Safety Vision	

**Agenda Subject:** Interlocal With The Town Of Eatonville For Court Services.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Mayor To Sign An Interlocal Agreement With The Town Of Eatonville For Municipal Court Services.

**Administrative Recommendation:** Approve.

**Short Background Summary:** The City Of Bonney Lake Has Provided Municipal Court Services To Eatonville, Including Prosecution And Probation Services, Under An Interlocal Agreement That Was Executed In 2012. Eatonville Has Since Entered Into A New Agreement With Pierce County District Court For Municipal Court Services. Pierce County District Court Does Not Assume Jurisdiction Over Legacy Cases Previously Filed In The Bonney Lake Municipal Court. The Parties Desire To Enter Into A New Successor Agreement To Address The Fair And Orderly Resolution Of Those Remaining Legacy Cases From Eatonville Still Pending In Bonney Lake Municipal Court. The Town Of Eatonville Council Took Action To Approve The Agreement On July 28, 2025.

**Attachments:** Interlocal Agreement With The Town Of Eatonville For Municipal Court Services.

**BUDGET INFORMATION**

**Budgeted Amount:**                      **Current Balance:**                      **Expenditure Amount Needed:**                      **Budgeted Balance Difference:**

**Budget Explanation:** Eatonville Will Pay Bonney Lake \$16,200 Annually For A Period Of Five (5) Years; Pay A One-Time Fee Of \$5,000 To Resolve Any And All Claims Related To Disputed Underbilling. Bonney Lake Shall Retain All Fines, Fees, Penalties, Assessments, And Other Sums Collected From Eatonville Legacy Cases Processed Or Resolved Under This Agreement.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Hearing Examiner Review:**

**Preparer sent affected Department Director(s) copy of AB**

☒ Administrative Services   ☒ Court   ☒ Executive  
☒ Finance   ☒ Police   ☒ Public Services

**COUNCIL ACTION**

Workshop Date(s):    8/19/2025

Public Hearing Date(s):

Meeting Date(s):    8/26/2025

Tabled To:

**APPROVALS**

**Department Director:**  
*John Vodopich*

**Mayor:**  
*Terry Carter*

**Date Reviewed By City Attorney (if applicable):**  
July 18, 2025

## RESOLUTION 2025-II

### A RESOLUTION OF THE TOWN OF EATONVILLE, WASHINGTON AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BONNEY LAKE FOR THE PROVISIONS OF MUNICIPAL COURT SERVICES

**WHEREAS**, pursuant to RCW Chapter 39.34 (Interlocal Cooperation Act), public agencies may enter into agreements for the joint provision of services; and

**WHEREAS**, Bonney Lake previously provided municipal court services to Eatonville, including prosecution and probation services, under an interlocal agreement executed in 2012; and

**WHEREAS**, Eatonville has since entered into a new agreement with Pierce County District Court for municipal court services; and

**WHEREAS**, Pierce County District Court does not assume jurisdiction over legacy cases previously filed in the Bonney Lake Municipal Court; and

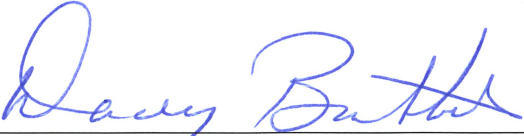
**WHEREAS**, the Parties desire to enter into a new agreement to address the fair and orderly resolution of those remaining legacy cases from Eatonville still pending in Bonney Lake Municipal Court; and

**WHEREAS**, the Parties have reached a negotiated agreement with respect to outstanding disputes and obligations regarding the legacy cases; now, therefore,

**THE TOWN COUNCIL OF THE TOWN OF EATONVILLE, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

**THAT:** The Town Council approves, and the Mayor is authorized to execute on behalf of the Town, the Interlocal Agreement with the City of Bonney Lake for the provision of Municipal Court Services, attached hereto as Exhibit A.

**PASSED** by the Town Council of Town of Eatonville and attested by the Town Clerk in authentication of such passage this 28<sup>th</sup> day of July 2025.

  
David Baublits, Mayor

ATTEST:



Miranda Doll, Town Clerk

RESOLUTION 2025-II



**INTERLOCAL AGREEMENT BY AND BETWEEN  
CITY OF BONNEY LAKE, WASHINGTON AND TOWN OF  
EATONVILLE FOR THE PROVISION OF MUNICIPAL COURT  
SERVICES**

**THIS AGREEMENT** is entered into this 18<sup>th</sup> day of July, 2025, by and between the City of Bonney Lake ("**Bonney Lake**") and the Town of Eatonville ("**Eatonville**"), and they are the Washington State Municipal Corporations (individually a "**Party**" and collectively the "**Parties**").

**RECITALS:**

**WHEREAS**, pursuant to RCW Chapter 39.34 (Interlocal Cooperation Act), public agencies may enter into agreements for the joint provision of services; and

**WHEREAS**, Bonney Lake previously provided municipal court services to Eatonville, including prosecution and probation services, under an interlocal agreement executed in 2012; and

**WHEREAS**, Eatonville has since entered into a new agreement with Pierce County District Court for municipal court services; and

**WHEREAS**, Pierce County District Court does not assume jurisdiction over legacy cases previously filed in the Bonney Lake Municipal Court; and

**WHEREAS**, the Parties desire to enter into a new agreement to address the fair and orderly resolution of those remaining legacy cases from Eatonville still pending in Bonney Lake Municipal Court;

**WHEREAS**, the Parties have reached a negotiated agreement with respect to outstanding disputes and obligations regarding the legacy cases;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, RCW Chapter 39.34, Bonney Lake and Eatonville do hereby agree as follows:

**AGREEMENT:**

1. **Purpose.** The purpose of this Agreement is to establish the terms under which Bonney Lake will continue to provide municipal court, prosecution, and probation services for legacy criminal and infraction cases originally filed on behalf of the Town of Eatonville and still pending in Bonney Lake Municipal Court.
2. **Legacy Caseload Services.** Bonney Lake shall continue to provide all necessary municipal court services, including judicial, prosecutorial, probationary, and administrative services, to manage and resolve the remaining Eatonville Court cases ("legacy cases") that were not

transferred to Pierce District Court from Bonney Lake, filed on behalf of Eatonville. The term “legacy cases” and “Eatonville court cases” are used interchangeably in this Agreement.

3. **Compensation.**

3.1. **Annual Service Fee:** Eatonville shall pay Bonney Lake **\$16,200 annually** for a period of **five (5) years**, beginning upon execution of this Agreement. This amount reflects a fair approximation of services provided.

3.2. **Archived Cases.** Bonney Lake shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date and will be required to provide storage and retention of all archived court cases that were originally filed in Bonney Lake Municipal Court following termination of this Agreement pursuant to the retention guidelines provided by the Washington Secretary of State.

3.3. **Underbilling Resolution:** Eatonville shall pay a one-time fee of **\$5,000** to Bonney Lake to resolve any and all claims related to disputed underbilling from the prior 2012 agreement.

3.4. **Payment Schedule:** The first annual payment of \$16,200 and the \$5,000 underbilling payment shall be made within **thirty (30) days** of the execution of this Agreement. Future annual payments shall be made on or before the anniversary date of execution for each of the following four years.

4. **Revenue Retention.** Bonney Lake shall retain all fines, fees, penalties, assessments, and other sums collected from Eatonville legacy cases processed or resolved under this Agreement.

5. **Bonney Lake Obligations.** Bonney Lake shall provide the following municipal court services, facilities, and personnel for the processing and adjudication of Eatonville legacy cases in the same manner and at the same level of service as it provides for Bonney Lake cases:

5.1. **Court Staff.** Bonney Lake shall provide all necessary court personnel to support the administration and adjudication of Eatonville legacy cases, including but not limited to judicial specialists, court clerks, courtroom assistants, and administrative staff. These staff members shall be responsible for case calendaring, docketing, file maintenance, issuance of notices and warrants, and all other clerical and administrative functions required to support court operations. Bonney Lake court staff shall also handle the processing of all fines, fees, and forfeitures associated with Eatonville legacy cases. “Processing” includes, but is not limited to, filing, adjudication, and enforcement of penalties for all Eatonville criminal and infraction matters. This includes the issuance of arrest warrants; scheduling of motions, evidentiary hearings, and trials; management of discovery matters; conduct of bench

and jury trials; sentencing; post-trial motions; and performance of duties required under courts of limited jurisdiction with respect to appeals.

- 5.2. **Probation Services.** Bonney Lake shall provide probation services for Eatonville legacy cases. Probation services include monitoring compliance with court-ordered conditions, coordinating with treatment providers, and reporting to the court as necessary.
- 5.3. **Equipment and Facilities.** Bonney Lake shall provide the necessary courtroom, office space, and equipment (including copiers, printers, computers, and software) required for the processing of Eatonville legacy cases. Bonney Lake shall also ensure adequate internet and telephone access for court operations.
- 5.4. **Court Security.** Bonney Lake shall provide courtroom security during proceedings involving Eatonville legacy cases, including an armed officer or court security officer with authority to detain individuals when ordered by the court. Security for in-custody defendants brought to court shall be the responsibility of Eatonville.
- 5.5. **Overtime Court Security.** If court sessions involving Eatonville legacy cases require overtime court security staffing, Bonney Lake shall provide such coverage.
- 5.6. **Supplies and Forms.** Bonney Lake shall provide all forms, materials, and general office supplies necessary for processing Eatonville legacy cases. This includes hearing notices, infraction forms, warrants, and other standard paperwork required for municipal court operations.
- 5.7. **Court-Mandated Payments.** Bonney Lake shall accept and track court-mandated payments for Eatonville legacy cases, including fines, fees, forfeitures, and bail. Bonney Lake may use a collection agency to pursue unpaid court debts. Any revenue received from Eatonville legacy cases shall be retained by Bonney Lake in accordance with Section 4.
- 5.8. **Judge.** Eatonville agrees to utilize the municipal court judge duly appointed or elected by the City of Bonney Lake to preside over Bonney Lake Municipal Court. Bonney Lake shall be solely responsible for the recruitment, appointment, employment, and compensation of the judge, and for ensuring that the judge meets all qualifications required by law. RCW 3.50.055 does not apply because the judge is not a full-time judge for Eatonville. Eatonville shall not have any authority over judicial selection but shall be responsible for any proportionate public defender and prosecution costs related to appearances before the Bonney Lake Municipal Court judge.
- 5.9. **Judges Pro Tem.** Bonney Lake shall also be responsible for appointing and managing one or more judges pro tempore to serve in the event the regularly appointed municipal judge is unavailable. Eatonville agrees to use the same judges pro tempore selected and contracted by Bonney Lake.

- 5.10. **Prosecuting Attorney Services.** Bonney Lake shall provide prosecuting attorney services for all Eatonville legacy cases filed and maintained in Bonney Lake Municipal Court. The prosecutor shall handle all aspects of prosecution, including but not limited to: pretrial conferences, motions practice, trial, sentencing, and post-conviction review proceedings. Bonney Lake shall ensure that the prosecutor is available to appear at all scheduled hearings involving Eatonville court cases and shall coordinate with the court to ensure continuity of representation. Bonney Lake may use its contracted prosecuting attorney, contracted city attorney, or in-house legal staff, at its discretion, to fulfill this obligation.
6. **Eatonville Obligations.** Eatonville shall remain responsible for the following municipal court duties and direct costs associated with its legacy cases, consistent with the terms of the 2012 Interlocal Agreement and as further detailed below:
- 6.1. **Warrants.** Whenever Eatonville executes a warrant, Eatonville shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.
- 6.2. **Jail Costs and Prisoner Transport.** Eatonville shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Eatonville defendants. Eatonville shall be responsible for transporting its defendants between jail and the Bonney Lake Municipal Court.
- 6.3. **Appeals.**
- A. In the event that Eatonville determines to appeal a case on behalf of the Town of Eatonville, Eatonville will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Bonney Lake City Prosecutor to handle the case. Eatonville shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.
- B. If a defendant files an appeal on an Eatonville court case, Bonney Lake will prepare the case for the appeal and the Bonney Lake Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the superior court that an appeal has been filed and prepare the case record. Eatonville will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Eatonville shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.
- 6.4. **Witness Fees.** Eatonville shall pay all fees for witnesses requested by the prosecutor or public defender in Eatonville court cases.



- 6.5. **Jury Fees.** Eatonville shall be responsible for paying all jury fees for Eatonville court cases handled under this Agreement. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Eatonville to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round-trip mileage paid at the state per diem. For Eatonville jury trials, Bonney Lake will request a random list of jurors from the Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Eatonville shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Eatonville zip code (and possibly neighboring zip codes if needed).
- 6.6. **Interpreter Services.** Eatonville shall separately pay for all language interpretation services required for defendants in Eatonville court cases. These fees shall be billed to Eatonville by Bonney Lake quarterly.
- 6.7. **Video hearings.** Upon request from Eatonville, Bonney Lake shall arrange video hearing services for any Eatonville matter. This service is included in the Annual Service Fee.
- 6.8. **Public Defender Services.** Bonney Lake shall provide public defender and conflict public defender services for Eatonville legacy cases. Eatonville shall be responsible for paying all associated fees and expenses, which shall be invoiced quarterly (referring to the standard three-month divisions of a year) by Bonney Lake.
- A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
- B. In addition to the Public Defender per case fee, Eatonville shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case;
  2. **Non-Routine Expenses.** Non-routine expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the

investigation, preparation, and presentation of a case.

3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
  4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;
  5. **Additional Copying.** Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
  6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
  7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
  8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.
7. **Payment of State and County Assessments.** Bonney Lake shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Eatonville court cases filed at Bonney Municipal Court out of the gross revenues received from Eatonville Court cases.
  8. **Term.** This Agreement shall commence upon execution and shall remain in effect for a period of five (5) years (the "Compensation Term"), during which Eatonville shall make the agreed annual payments to Bonney Lake as outlined in Section 3. After the Compensation Term expires, Bonney Lake agrees to continue providing court services for any remaining Eatonville legacy cases, and Eatonville shall remain responsible for all applicable duties and costs as outlined in Section 6, until either: (a) all Eatonville legacy cases are permanently closed, or (b) the Parties mutually agree in writing to terminate this Agreement and a successor court jurisdiction has affirmatively agreed in writing to assume responsibility for the remaining Eatonville legacy cases.
  9. **Termination.** Either Party shall have the right to terminate this Agreement, with or without cause, at any time during the Compensation Term or any period thereafter, by providing at least eighteen (18) months prior written notice of intent to terminate. However, no

termination shall be effective unless and until (a) all Eatonville legacy cases have been permanently closed, or (b) another court or jurisdiction has affirmatively agreed in writing to assume responsibility for any remaining Eatonville legacy cases.

- A. In the event of termination, the Parties shall work cooperatively to ensure the orderly transition of all active Eatonville legacy cases from Bonney Lake Municipal Court to the successor venue. It is the Parties' intent that, following termination, Bonney Lake shall no longer be responsible for processing or administering any Eatonville legacy cases. Bonney Lake may retain court records solely to the extent required by applicable records retention schedules established by the Washington State Secretary of State or other governing authority.
  - B. If any Eatonville court cases remain pending after the effective date of termination, Eatonville shall remain responsible for paying the unpaid balance of the Annual Fee for the current year, as well as any other applicable charges incurred prior to or in connection with the transition of those cases. No additional annual payments shall be owed beyond the amount already agreed to in Section 3. This continuing payment obligation shall remain in effect until all such cases are closed or lawfully transferred to a successor court.
10. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both Parties.
11. **Indemnity.** Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each Party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each Party's officers, officials, employees or volunteers. The Parties agree that their obligations under this paragraph extend to claims made against one Party by the other Party's own employees or agents. Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinance, rules or regulations, policies or procedures of each respective Party. If any cause, claim, suit, action or administrative proceeding is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a Party hereto, that Party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the Parties, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.

12. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence, including appeal fees and costs.
- A. If the Parties are unable to resolve the dispute with information procedures or mediation, then either Party may request binding arbitration in accordance with RCW Chapter 3.50 and RCW Chapter 7.04A. Each Party shall bear its own expenses but shall pay one-half of the arbitration fees. The Parties agree to cooperate in selecting an arbitrator by exchanging lists or proposed arbitrators and working towards a joint selection. If the Parties cannot agree on a single arbitrator, then arbitration shall be by panel with each Party appointing an arbitrator and the two arbitrators selecting the third arbitrator. Such appointments shall be consistent with RCW 7.04A.110.
13. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Eatonville as a result of this Agreement. All employees of the Bonney Lake Municipal Court are Bonney Lake employees. No employee or agent of Eatonville shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other Party.
14. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following Parties at the following addresses:
- |                        |                       |
|------------------------|-----------------------|
| <b>To Bonney Lake:</b> | <b>To Eatonville:</b> |
| City of Bonney Lake    | Town of Eatonville    |
| Mayor                  | Mayor                 |
| 9002 Main St. E.       | P.O. Box 309          |
| Bonney Lake, WA 98391  | Eatonville, WA 98328  |
15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
16. **Insurance.** Each Party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such



insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.

17. **Non-Assignability.** The rights, duties, and obligations of either Party to this Agreement shall not be assignable. This provision does not apply to collection services.
18. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
19. **Entire Agreement.** The entire agreement between the Parties with respect to the subject matter hereunder is contained in this Agreement. Amendments may be made at any time during the Term of this Agreement, but no amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the Parties, provided that if the Parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City/Town Administrator may approve the change. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date and year set forth below.

Dated this 26th day of August 2025.

**CITY OF BONNEY LAKE**

**TOWN OF EATONVILLE**

\_\_\_\_\_  
Terry Carter, Mayor

\_\_\_\_\_  
David Baublits, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Sadie A. Schaneman, MMC  
City Clerk

\_\_\_\_\_  
Miranda Doll  
Town Clerk/Treasurer

**APPROVED AS TO FORM**

**APPROVED AS TO FORM**

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Jennifer S. Robertson, City Attorney

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Oskar Rey, Town Attorney

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

<b>Agenda Item Type:</b> Ordinance	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-43/Ordinance D25-43	
<b>Department/Division Submitting:</b> Executive Administration	<b>Presenter:</b> City Attorney	<b>City Strategic Goal Category:</b> Public Safety Vision

**Agenda Subject:** Ordinance Related to Business Licensing Including Grounds for Revocation or Suspension

**Full Title/Motion:** An Ordinance Of The City Of Bonney Lake, Relating To Business Licensing, Amending Chapter 5.08 Of The Bonney Lake Municipal Code (Blmc) To Clarify And Expound Upon The City’s Application And Business License Requirements And To Reflect The Updated Minimum Business Threshold For Out-Of-City Business Licenses; Adding A New Section 5.08.015, Regarding The Administration Of Chapter 5.08 Blmc; Amending Subsection 5.08.020.B Of The Blmc To Clarify That Independent Contractors Are Included Within The Definition Of Person; Adding A New Subsection 5.08.020.D Of The Blmc To Define Home Occupations; Adding A New Subsection 5.08.020.E Of The Blmc To Define The Business License Service Provided By The Washington State Department Of Revenue; Adding A New Section 5.08.045 To The Blmc, Relating To Home Occupations; Adding A New Section 5.08.048 To The Blmc To Establish The Business License Application Process; Adding A New Subsection To 5.08.070 To The Blmc To Declare Conducting Business Without A City License To Be A Public Nuisance; Adding A New Section 5.08.080 To The Blmc Relating To The Revocation Or Suspension Of A City Business License; Adding A New Section 5.08.090 To The Blmc To Establish An Appeals Process For The Denial, Revocation Or Suspension Of A City Business License; Adding A New Section 5.08.100 To The Blmc , Relating To The Effect Of A Business License Revocation Or Suspension; Adding A New Section 5.08.110 To The Blmc, Relating To The Sale Or Transfer Of A City Business; Adding A New Section 5.08.120 To The Blmc, Regarding Notice Of Termination Of Business Activities; And Repealing Section 18.22.010 Of The Blmc Relating To Home Occupations; Providing For Severability And Corrections; And Establishing An Effective Date.

**Administrative Recommendation:** Approve

**Short Background Summary:** The City’s business licensing code is being updated consistent with state law, to create a licensing requirement for businesses to allow employees to cooperate with police when crimes occur on their premises, to add missing administrative and procedure requirements that are standard in most licensing codes, to create procedures license revocation and suspension, and to create appeal procedures for license holders to appeal suspensions, revocations, or denial of licenses. After Council review in workshop on August 19th, the draft ordinance was amended and is presented here.

**State law update.** The state law has increased the threshold for “engaging in business” from \$2,000 per year to \$4,000. This is the threshold under which a business does not need to pay a license fee (but may still be required to obtain a business license). Per the Council’s direction, this has been increased to a \$10,000 threshold. (5.08.040.G)

**Procedural/Housekeeping Amendments.** The City’s business license code has been improved to add missing sections that are typically found in local business licensing codes. These include administration provisions (5.08.015) to describe how the City will administer the business licensing; clarifications that businesses include those that are home businesses (5.08.020.A.3.b); clarifying that “person” includes “independent contractors” (5.08.020.B); adding “Home Occupation” to the definition section (5.07.020.D); adding a definition for Business Licensing Service (5.08.020.E); moving the standards for home occupations from BLMC 18.22.010 to the business licensing code (5.08.045); procedures of business license application review (5.08.048); declaring operating a business without a license to be a public nuisance (5.08.070.D); procedures regarding the sale or transfer of a business or location change (5.08.110) and for termination of business activities (5.08.120).

**Suspension and Revocation.** In some instances, businesses in the City of Bonney Lake have failed to report thefts or other unlawful activity occurring on their premises or have discouraged employees from notifying law enforcement when such incidents occur. This failure to report, particularly when the business is the victim, limits the ability of law enforcement to identify suspects, detect crime patterns, and pursue timely enforcement. When businesses choose not to share critical information, it can prevent positive breaks in cases and hinder the overall effectiveness of police investigations. Unaddressed, repeated non-reporting of criminal activity can create an atmosphere where unlawful

behavior is tolerated, encouraging further criminal activity and contributing to broader public safety concerns. A business's unwillingness to report crimes that occur on-site may ultimately facilitate a public nuisance and negatively affect neighboring businesses, law-abiding patrons, and the City as a whole. The Bonney Lake Police Department has noted that cooperation from business owners is essential to maintaining a safe and secure commercial environment. To address these concerns, the proposed ordinance adds a new section, BLMC 5.08.080, to establish clear grounds for the City Administrator to suspend or revoke a business license when a business knowingly and repeatedly fails to report unlawful activity or discourages employees from doing so. The ordinance makes clear that businesses are not required to physically intervene in a crime in progress but is expected to promptly notify law enforcement and respond appropriately to lawful inquiries related to the incident. Reporting shall be deemed "prompt" under the code if the crime is reported in progress, upon discovery of the crime, or after the fact as soon as it is practicable and safe to do so. The ordinance also contains the right to appeal a license suspension or revocation with the appeal going to the City's hearing examiner. This policy is intended to support public safety, reinforce responsible business practices, and foster productive partnerships between the business community and law enforcement. In addition, a new section was added regarding the effect of a suspension or revocation (5.08.100).

**Appeal Procedures.** A business license is something that people can have a "property right" in. Therefore, if a license is denied, revoked or suspended, the license holder should have a due process right to challenge the action. The City code did not contain these procedural safeguards. Therefore, these have been added at 5.08.090.

**Attachments:** Ordinance D25-43

#### BUDGET INFORMATION

**Budgeted Amount:**                      **Current Balance:**                      **Expenditure Amount Needed:**                      **Budgeted Balance Difference:**  
**Budget Explanation:**

#### COMMITTEE, BOARD & COMMISSION REVIEW

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
<b>Preparer sent affected Department Director(s) copy of AB</b>		<input checked="" type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Court <input checked="" type="checkbox"/> Executive <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Services		

#### COUNCIL ACTION

Workshop Date(s):    5/20/2025    Public Hearing Date(s):  
                                  8/19/2025  
 Meeting Date(s):    8/26/2025    Tabled To:

#### APPROVALS

**Department Director:**                      **Mayor:**                      **Date Reviewed By City Attorney (if applicable):**  
*JPV*    *Terry Carter*                      8-20-2025/JSR

## **ORDINANCE NO. D25-43**

**AN ORDINANCE OF THE CITY OF BONNEY LAKE, RELATING TO BUSINESS LICENSING, AMENDING CHAPTER 5.08 OF THE BONNEY LAKE MUNICIPAL CODE (BLMC) TO CLARIFY AND EXPOUND UPON THE CITY'S APPLICATION AND BUSINESS LICENSE REQUIREMENTS AND TO REFLECT THE UPDATED MINIMUM BUSINESS THRESHOLD FOR OUT-OF-CITY BUSINESS LICENSES; ADDING A NEW SECTION 5.08.015, REGARDING THE ADMINISTRATION OF CHAPTER 5.08 BLMC; AMENDING SUBSECTION 5.08.020.B OF THE BLMC TO CLARIFY THAT INDEPENDENT CONTRACTORS ARE INCLUDED WITHIN THE DEFINITION OF PERSON; ADDING A NEW SUBSECTION 5.08.020.D OF THE BLMC TO DEFINE HOME OCCUPATIONS; ADDING A NEW SUBSECTION 5.08.020.E OF THE BLMC TO DEFINE THE BUSINESS LICENSE SERVICE PROVIDED BY THE WASHINGTON STATE DEPARTMENT OF REVENUE; ADDING A NEW SECTION 5.08.045 TO THE BLMC, RELATING TO HOME OCCUPATIONS; ADDING A NEW SECTION 5.08.048 TO THE BLMC TO ESTABLISH THE BUSINESS LICENSE APPLICATION PROCESS; ADDING A NEW SUBSECTION TO 5.08.070 TO THE BLMC TO DECLARE CONDUCTING BUSINESS WITHOUT A CITY LICENSE TO BE A PUBLIC NUISANCE; ADDING A NEW SECTION 5.08.080 TO THE BLMC RELATING TO THE REVOCATION OR SUSPENSION OF A CITY BUSINESS LICENSE; ADDING A NEW SECTION 5.08.090 TO THE BLMC TO ESTABLISH AN APPEALS PROCESS FOR THE DENIAL, REVOCATION OR SUSPENSION OF A CITY BUSINESS LICENSE; ADDING A NEW SECTION 5.08.100 TO THE BLMC , RELATING TO THE EFFECT OF A BUSINESS LICENSE REVOCATION OR SUSPENSION; ADDING A NEW SECTION 5.08.110 TO THE BLMC, RELATING TO THE SALE OR TRANSFER OF A CITY BUSINESS; ADDING A NEW SECTION 5.08.120 TO THE BLMC, REGARDING NOTICE OF TERMINATION OF BUSINESS ACTIVITIES; AND REPEALING SECTION 18.22.010 OF THE BLMC RELATING TO HOME OCCUPATIONS; PROVIDING FOR SEVERABILITY AND CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.**

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

**WHEREAS**, pursuant to Revised Code of Washington (RCW) 35.90.080, the cities of Washington State, working through the Association of Washington Cities (AWC) and a model ordinance development committee, adopted a model ordinance of general business license requirements, which the cities were required to adopt by January 1, 2019 (the "Model Ordinance"); and

**WHEREAS**, the Model Ordinance includes mandatory provisions that all cities must impose as a general business license requirement, including but not limited to a mandatory definition of “engaging in business” and a uniform minimum licensing threshold (or occasional sale exemption) under which a person is relieved of the requirement to obtain a city’s general business license (the “Minimum Threshold”); and

**WHEREAS**, the City incorporated the mandated provisions of the Model Ordinance in Ordinance 1602, effective November 8, 2018; and

**WHEREAS**, AWC and a workgroup of cities reviewed and updated the Minimum Threshold in 2024, which updates must be implemented by Washington cities by January 1, 2026; and

**WHEREAS**, in addition to reflecting the updated Minimum Threshold, the City Council desires to update Chapter 5.08 BLMC to include licensing requirements for home businesses and to remove reference to these requirements in Section 18.02.010, relating to zoning; and

**WHEREAS**, the City Council desires to make certain other administrative updates to Chapter 5.08 BLMC, relating to licensing processes and requirements, and to provide an appeal process in the case of denial, suspension or revocation of a business license, as set forth in this Ordinance; and

**WHEREAS**, separate from these administrative changes, the City has received increasing complaints regarding businesses that fail to report unlawful activity to law enforcement and appear to acquiesce to theft and other criminal behavior on their premises; and

**WHEREAS**, the failure of businesses to notify law enforcement of criminal acts, particularly when the business is the victim, impedes the ability of police to solve cases, prevents the identification of suspects, and undermines the safety of the surrounding community; and

**WHEREAS**, the City Council finds that patterns of knowingly failing to report unlawful activity, or discouraging employees from doing so, can contribute to a perception of lawlessness and may invite further criminal activity in the City; and

**WHEREAS**, the City Council further finds that such conduct can constitute a public nuisance when it undermines legitimate law enforcement efforts and negatively impacts neighborhood safety and economic vitality; and

**WHEREAS**, the City Council desires to ensure that all businesses operating in the City are held to a standard of conduct that supports public safety, responsible business practices, and cooperation with law enforcement; and

**WHEREAS**, it is therefore appropriate to adopt a new section of the BLMC to expressly identify grounds for revoking or suspending a business license when a licensee knowingly and repeatedly fails to report criminal activity or discourages employees from doing so; and

**WHEREAS**, the City Council deems it in the public interest to adopt this Ordinance in order to promote and preserve public safety and lawfulness in the City of Bonney Lake.

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

**Section 1. Findings.** The findings and recitals set forth above are hereby adopted and incorporated herein by this reference.

**Section 2. New Section.** A new section 5.08.015, “Administration of Business License Process,” is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.02.30 Administration of Business License Process.**

A. The administration of this chapter shall be accomplished under the direction of the city administrator, as administered by the Public Services Department. The city administrator and the Public Services Department may make and publish rules of procedure and regulations for the administration of this chapter. It is unlawful to violate or knowingly fail to comply with any such rule or regulation.

B. The city administrator, through the Public Services Department, shall have the authority to:

1. Collect all license fees and issue licenses in the name of the city to all persons qualified under the provisions of this chapter.
2. Adopt application, license, renewal, annual return, and all other necessary or convenient forms and prescribe the information to be provided.
3. Submit applications, when deemed appropriate, to other city officials and department heads for their endorsements thereon as to compliance by the applicant with all city regulations which the officials have the duty of enforcing.
4. Investigate and determine, with the input and endorsement of other city officials and department heads, the eligibility of any applicant for a license, the amount of fees or other amounts due as prescribed herein, and the correctness of data submitted to the city.
5. Notify any applicant of the acceptance or rejection of the application.
6. Ensure that each license is numbered, and shows the name of the licensee, and business address.
7. Enforce the provisions of this chapter.

**Section 3. Amendment.** Subsection 5.08.020.A.3. of the Bonney Lake Municipal Code is hereby amended to read as follows:

### **5.08.020 Definitions.**

In construing the provisions of this chapter, except when otherwise declared, or clearly from the context a different meaning is intended, the following definitions shall be applied:

#### **A. Engaging in Business.**

...

3. Without being all-inclusive, any one of the following activities conducted within the city by a person, or its employee, agent, representative, independent contractor, broker, or another acting on its behalf, constitutes engaging in business and requires a person to register and obtain a business license:

a. Owning, renting, leasing, maintaining, or having the right to use, or using, tangible personal property, intangible personal property, or real property permanently or temporarily located in the city.

b. Owning, renting, leasing, using, or maintaining an office, place of business, or other establishment, including within a personal residence or dwelling unit, in the city.

c. Soliciting sales.

d. Making repairs or providing maintenance or service to real or tangible personal property, including warranty work and property maintenance.

e. Providing technical assistance or service, including quality control, product inspections, warranty work, or similar services on or in connection with tangible personal property sold by the person or on its behalf.

f. Installing, constructing, or supervising installation or construction of real or tangible personal property.

g. Soliciting, negotiating, or approving franchise, license, or other similar agreements.

h. Collecting current or delinquent accounts.

i. Picking up and transporting tangible personal property, solid waste, construction debris, or excavated materials.

j. Providing disinfecting and pest control services, employment and labor pool services, home nursing care, janitorial services, appraising, landscape architectural services, security system services, surveying, and real estate services including the listing of homes and managing real property.

k. Rendering professional services such as those provided by accountants, architects, attorneys, auctioneers, consultants, engineers, professional athletes, barbers, baseball clubs and



other sports organizations, chemists, psychologists, court reporters, dentists, doctors, detectives, laboratory operators, teachers, veterinarians.

l. Meeting with customers or potential customers, even when no sales or orders are solicited at the meetings.

m. Training or recruiting agents, representatives, independent contractors, brokers or others, domiciled or operating on a job in the city, acting on its behalf, or for customers or potential customers.

n. Investigating, resolving, or otherwise assisting in resolving customer complaints.

o. In-store stocking or manipulating products or goods, sold to and owned by a customer, regardless of where sale and delivery of the goods took place.

p. Delivering goods in vehicles owned, rented, leased, used, or maintained by the person or another acting on its behalf.

q. Engaging in home occupation(s).

**Section 4. Amendment.** Subsection 5.08.020.B. of the Bonney Lake Municipal Code is hereby amended to read as follows:

**5.08.020 Definitions.**

In construing the provisions of this chapter, except when otherwise declared, or clearly from the context a different meaning is intended, the following definitions shall be applied:

...  
B. “Person” means any individual, firm, partnership, company, corporation, association, independent contractor, receiver, consignee, trustee in bankruptcy, trust, estate, joint venture, club, joint stock company, business trust, society or any group of individuals acting as a unit.

**Section 5. New Subsection Added.** A new subsection section 5.08.020.D. of the Bonney Lake Municipal Code is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.020 Definitions.**

In construing the provisions of this chapter, except when otherwise declared, or clearly from the context a different meaning is intended, the following definitions shall be applied:

...  
D. “Home occupation” means an occupation, avocation or profession, carried out entirely or in part within a residence or dwelling unit by an occupant of such dwelling unit as an accessory use.

**Section 6. New Subsection Added.** A new subsection section 5.08.020.E. of the Bonney Lake Municipal Code is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.020 Definitions.**

In construing the provisions of this chapter, except when otherwise declared, or clearly from the context a different meaning is intended, the following definitions shall be applied:

...  
E. “Business Licensing Service” and “BLS” mean the office within the Washington State Department of Revenue providing business licensing services to the City of Bonney Lake.

**Section 7. Amendment.** Subsection 5.08.040.G. is hereby amended to read as follows:

**5.08.040 Exemptions.**

A business license shall not be required for:

...  
G. Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than ~~\$2,000~~, the amount set forth below and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The exemption does not apply to regulatory license requirements or activities that require a specialized permit.

1. Exemption Amount. The gross proceeds or gross income of a business for the purposes of this subsection “G” shall be no greater than \$2,000 through December 31, 2025. Beginning January 1, 2026, gross proceeds or gross income of a business for the purposes of this subsection “G” shall be no greater than \$10,000.

2. The business license fee shall not be refundable in the event a business licensed pursuant to this subsection chapter unexpectedly earns less than the ~~\$2,000~~ \$10,000 applicable minimum threshold in this section.

**Section 8. New Section Added.** A new section 5.08.045, “Home Occupations,” is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.045 – Home Occupations.**

Home occupations are subject to the following licensing requirements and restrictions:

A. The on-premises retail sale of goods not produced, processed or fabricated in the residence or dwelling unit is prohibited, except for the following sales:

1. Internet, telephone, or mail order sales with off-site delivery; and
2. Nonprofit organizations sponsoring fundraising sales.

B. Home occupations involving the following activities shall be prohibited in residential zones:

1. Auto, watercraft, aircraft and heavy equipment engine repair over 10 horsepower;
2. Auto, watercraft, aircraft and heavy equipment body work or painting;

3. Parking or storage of heavy equipment;
  4. Storage of building materials such as lumber, plasterboard, pipe, paint, or other materials for use off-site; and
  5. Fabrication or repairing of items that cannot be physically carried by an average-sized person.
- C. Home occupations may not be advertised via signage or displays at the premises, except as permitted in BLMC 15.28.070.
- D. No materials, products or equipment may be stored outside a building or other structure on the premises.
- E. No structural alteration may be made which is not customary in residential buildings.
- F. No offensive noise, smoke, dust, vibrations, heat, humidity, glare or other objectionable matter may be produced at the premises. Home occupations must not be visible or audible from any point of the property line of the premises within which the home occupation is being conducted.
- G. Home occupations may not create a public nuisance or otherwise be inconsistent with or in violation of any provision of the Bonney Lake Municipal Code, including but not limited to zoning requirements and restrictions set forth in Title 18 BLMC.
- H. No more than 25 percent of the total gross floor area of the dwelling unit, as defined in Chapter 18.20 BLMC, or 500 square feet of floor area, whichever is less, may be devoted to said home occupation.
- I. Only persons who reside in the dwelling unit may be physically employed at the dwelling unit. Employees who do not reside in the dwelling unit shall not conduct any business activity at the dwelling unit or premises, including but not limited to exchanging personal vehicles for business vehicles, business meetings, picking up supplies, materials, or items for delivery or delivery of the same to the home occupation.

**Section 9. New Section Added.** A new section 5.08.048, “Business License Application and Review Process,” is hereby added to the Bonney Lake Municipal Code, to read as follows:

**5.08.048 – Business License Application and Review Process.**

A. Every person required to have a business license under this chapter must submit a business license application to the Public Services Department. The application must include all information required for each license requested and full fees due, as set forth in Section 5.08.050 and Section 5.08.060 (as applicable). These fees cover license application processing and are nonrefundable in the event the application is denied.

The Business Licensing Service will ensure the application is complete before transmitting the information and appropriate fees to the city for review prior to issuance of a license.

B. The application must include the address of the business, the name and address of the owner, an emergency notification name and phone number, the nature of business conducted, the number of employees, and other information as may be requested by the Public Services Department or the Business Licensing Service to complete the processing of the application

C. By applying for a city business license or renewal of a city business license, an applicant represents that they either meet the qualifications of applicants as set forth in section or have submitted additional information explaining any extenuating circumstances related to the applicant's failure to meet any such qualifications for the city administrator and Public Services Department to consider when determining whether to grant the applicant's license pursuant to this section.

D. The city, upon receipt of an applicant's information, shall cause an investigation and review of the application to be made by the proper city officials and employees, and shall approve or deny issuance of the license within 30 days thereafter; provided, this timeline may be extended in the event the applicant submits additional information to the city to consider pursuant to subsection H of this section.

E. The application shall be denied if the proposed use of premises would be in violation of any city building, safety, fire, health, or land use regulations as determined by the city department charged with the enforcement of said regulations.

F. The city may deny issuance, or renewal, of a business license when the business itself or the licensee, officer or partner thereof, or another person with a legal interest in the license:

1. Has obtained a license or permit related to the business by fraud, misrepresentation, concealment, or through inadvertence or mistake;

2. Has knowingly caused, aided, abetted, or conspired with another to cause any person to violate any of the laws or regulations of the state or the city which may affect or relate to the proposed business, except for federal statutes, rules and regulations relating to cannabis that are in conflict with state law, as long as the business has a current state cannabis license;

3. Has been convicted of, forfeited bond upon, or pleaded guilty to any offenses related to the operation of the proposed business;

4. Has had a license revoked or suspended by the city or another jurisdiction; provided, this section shall not apply if the license that was suspended or revoked was reinstated on appeal or because applicant engaged in corrective action;

5. Has made a misrepresentation or failed to disclose a material fact to the city related to any of the obligations set forth in this chapter;

6. Is indebted or obligated to the city for past due fees or taxes related to the business exceeding four (4) months; provided, that if business is working with the city in good faith to address the issue to the city's satisfaction, the nonpayment of any taxes or fees will not be used as grounds to deny the business license; or

7. Has violated any building, zoning, safety, fire, or health regulation on the premises in which the business is located after receiving warning from the city to refrain from such violations.

G. If an application is denied by the city, the reason for denial shall be given and the applicant may appeal the decision as provided in this chapter.

H. An applicant who does not meet or who is unsure whether they meet the qualifications set forth in this section may submit additional information explaining any extenuating circumstances related to applicant's failure to meet any such qualifications for the city to consider when determining whether to grant the applicant's license. The information must be submitted to the Public Services Department in writing prior to or contemporaneously with applicant's submission of a business license application to the Business Licensing Service. The city may require the person to submit additional background information or may request to meet with the applicant to discuss further. The city will take the information provided by applicant into account when making the decision whether to approve or deny applicant's license.

I. The granting of a business license under this chapter shall not authorize any person to engage in any activity prohibited by federal, state or local law or regulation.

**Section 10. New Subsection Added.** A new subsection 5.08.070.D is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.070 Authority of the city – Violations – Enforcement – Penalties.**

...  
D. A business failing to obtain or maintain a currently valid license and yet conducting business within the city is hereby declared to be a public nuisance. Any remedy provided by this code with respect to a public nuisance is in addition to other remedies provided under this chapter.

**Section 11. New Section Added.** A new section 5.08.080 "Revocation or Suspension of License – Appeal" is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.080 – Revocation or Suspension of License.**

A. The city may, at any time, suspend or revoke any license issued under the provisions of this chapter whenever the city has reason to believe that the business, licensee, officer or partner thereof, or another person with a legal interest in the license or business:

1. Has maintained or operated the business in a building, structure, equipment, or location that does not comply with the requirements or standards of the Bonney Lake Municipal Code or that conduct of the business would be in violation of any local, state or federal law, rule

or regulation prohibiting the conduct of that type of business, except for federal statutes, rules and regulations relating to cannabis that are in conflict with state law, as long as the business has a current state cannabis license;

2. Has been convicted of, forfeits bond upon, or pleads guilty to any offenses related to the operation of the licensed business;

3. Desires such license to practice some illegal act or some act injurious to the public health or safety, or that the continued conduct of the business is likely to result in a danger to the public health or safety;

4. Has maintained or permitted the business to be conducted, engaged in, or operated in such manner as to constitute a public nuisance under state or local law or the licensee, or licensee's employees or agents, has engaged in, has permitted or has acquiesced in unlawful drug related activity on the business premises;

5. Has obtained a license or permit related to the business by fraud, misrepresentation, or concealment, or has made a misrepresentation or failed to disclose a material fact to the city related to any of the other obligations set forth in this chapter;

6. Is indebted or obligated to the city for past due fees or taxes related to the business exceeding four (4) months; provided, that if business is working with the city in good faith to address the issue to the city's satisfaction, the nonpayment of any taxes or fees will not be used as grounds to revoke the business license; or

7. Has knowingly and repeatedly failed to report unlawful or criminal activity occurring at the business to law enforcement or has knowingly and repeatedly discouraged or prohibited employees from reporting such activity to law enforcement or allowed employees to refrain from reporting such activity to law enforcement.

a. A business shall not be deemed in violation of this subsection solely because its employees or owners did not personally intervene in or attempt to apprehend the perpetrator(s) of a crime in progress. However, when a business is the victim of unlawful activity, it is expected to promptly notify law enforcement and respond appropriately to lawful inquiries related to the incident. Reporting shall be deemed "prompt" under this section if the crime is reported in progress, upon discovery of the crime, or after the fact as soon as it is practicable and safe to do so.

b. Repeated failures to report unlawful activity, or patterns of discouraging employees from reporting, may contribute to ongoing illegal conduct and is hereby declared to constitute a public nuisance.

B. Return of License Upon Revocation. Whenever any license issued under this chapter is revoked, the licensee shall immediately return the license to the Public Services Department.

**Section 12. New Section Added.** A new section 5.08.090 “Appeal Process” is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.090 Appeals.**

A. When the city determines that there is cause for denying, suspending or revoking a business license issued pursuant to this chapter, the city shall notify the applicant or person holding such license of the city’s decision by personal service or by registered or certified mail, return receipt requested, to the address on file. Notice mailed to the address on file shall be deemed received three (3) business days after mailing. The notice shall specify the grounds for the denial, suspension or revocation. The suspension or revocation shall become effective 14 calendar days from the date the notice is delivered or deemed received unless the person affected thereby files a written appeal within such 14-day period as required in this section.

B. Any person aggrieved by a decision of this chapter may, within ten calendar days from the date that the denial, suspension or revocation notice was mailed, appeal such denial, suspension or revocation by filing a written notice of appeal in that form provided by the city (“petition”) setting forth the grounds therefor with the city clerk. The hearing shall be conducted in accordance with the procedures for hearing contested cases set out in Chapter 2.18 BLMC. The hearing examiner shall set a date for hearing said appeal and notify the aggrieved party by mail of the time and place of the hearing. After the hearing thereon the hearing examiner shall, after appropriate findings of fact and conclusions of law, affirm, modify, or overrule the denial, suspension or revocation and reinstate the license or registration, and may impose any terms upon the continuance of the registration.

C. No suspension or revocation of a license or registration issued pursuant to this chapter shall take effect until ten (10) calendar days after the mailing or hand delivery of the notice thereof by the clerk and, if appeal is taken as herein prescribed, the suspension or revocation shall be stayed pending final action by the hearing examiner.

D. The decision of the hearing examiner shall be final. The appealing party and/or the city may seek review of the hearing examiner’s decision by the Superior Court of Washington in and for Pierce County within 21 calendar days from the date of the decision. If review is sought as herein prescribed, a suspension or revocation shall be stayed pending final action by the Superior Court.

**Section 13. New Section Added.** A new section 5.08.100 “Effect of Business License Suspension or Revocation” is hereby added to the Bonney Lake Municipal Code to read as follows:

**5.08.100 Effect of Business License Suspension or Revocation.**

A. Upon revocation of any license or registration as provided in this chapter, no portion of the license fee shall be returned to the licensee.

B. All licenses or registrations which are suspended or revoked shall be surrendered to the City on the effective date of such suspension or revocation.

**Section 14. New Section Added.** A new section 5.08.110 “Sale or Transfer of Business” is hereby added to the BLMC to read as follows:

**5.08.110 – Sale or Transfer of Business / Change in Location.**

A. A business license issued pursuant to this chapter is personal to the licensee and is nontransferable. Upon the sale or transfer of a business, the license issued to the prior owner or transferor shall automatically expire on the date of such sale or transfer. The new owner must obtain a new business license. A new owner intending to continue such business in the city shall apply for and obtain a new business license pursuant to the procedures established by this chapter prior to engaging in, conducting, or operating the business.

B. A licensee may change the location of the licensed business; provided, the city confirms the legality of the business activity at the new location. To effectuate such a change, the licensee must notify the Business Licensing Service and the Public Services Department of the change in location. The change may require application for a new license for the city to confirm the legality of the business activity at the new location. City approval must be obtained prior to commencing business at the new location.

**Section 15. New Section Added.** A new Section 5.08.120 “Notice of Termination of Business Activities” is hereby added to the BLMC to read as follows:

**5.08.120 – Notice of Termination of Business Activities.**

Any licensee who ceases to engage in business shall so notify the city in writing. A business shall be presumed to continue in operation with the city until the city receives such notice of business activities, and enforcement proceedings may be conducted on the basis of this presumption. There shall be no pro rata refund of the business license fee upon termination of business activities.

**Section 16. Severability.** If any section, sentence clause, or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this Ordinance.

**Section 17. Repeal.** Section 18.22.010 entitled “Home Occupations” of the Bonney Lake Municipal Code is hereby repealed in its entirety.

**Section 18. Publication.** This Ordinance shall be published by an approved summary consisting of the title.

**Section 19. Corrections.** Upon the approval of the city attorney, and/or the city clerk, 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 number, section/subsection, and any reference thereto. Provided, however, that nothing in this



section allows the city attorney, the city clerk, and/or the code publisher to change the intent of this Ordinance.

**Section 20. 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 26<sup>th</sup> day of August 2025.

**APPROVED** by the Mayor on this 26th day of August 2025.

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Terry Carter, Mayor

**ATTEST/AUTHENTICATED:**

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Sadie A. Schaneman, MMC, City Clerk

**APPROVED AS TO FORM:**

---

Jennifer S. Robertson, City Attorney

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



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

<b>Agenda Item Type:</b> Resolution	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-59/Resolution R25-59	
<b>Department/Division Submitting:</b> Public Services	<b>Presenter:</b> Jason Sullivan, Public Services Director	<b>City Strategic Goal Category:</b> Parks, Rec, & Green Space Vision

**Agenda Subject:** Sale of Reed Property.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Declaring Surplus Tax Parcels 0520261042 And 0520261041 And Authorizing The Sale Of Such Property In Accordance With Bonney Lake Municipal Code Section 2.70.100.

**Administrative Recommendation:** Approve

**Short Background Summary (Use a memo to write a full history):** Tax Parcel 0520261042 And 0520261041, Commonly Referred To As The “Reed Property” Were Acquired By The City To Support The Development Of Parks To Serve The Needs Of The Community. The City Recently Adopted Parks, Trails, And Open Space (PTROS) Plan Provides That The Reed Property Would Be Developed As A Future Sports Field As Part Of A Public/Private Partnership. In Order To Further This Public/Private Partnership The City Has Decided To Sell The Property Provided That It Is Utilized For Recreational Purposes As Intended In The PTROS Plan. A Special Deed Restriction Will Be Recorded As Part Of The Transfer To The Property To Require The Property To Be Utilized For Recreational Purposes In Perpetuity. Additionally, As A Condition Of The Sale An Easement Will Be Required Allowing For The Construction Of A Future Trail Head And Trail To Connect The Proposed Fennel Creek Trail To The Proposed Flume Trail.

**Attachments:** Resolution R25-59 and Newspaper Proofs

**BUDGET INFORMATION**

**Budgeted Amount:**                      **Current Balance:**                      **Expenditure Amount Needed:**                      **Budgeted Balance Difference:**  
**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Hearing Examiner Review:** N/A

<b>Preparer sent affected Department Director(s) copy of AB</b>	<input type="checkbox"/> Administrative Services <input type="checkbox"/> Court <input checked="" type="checkbox"/> Executive <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Police <input type="checkbox"/> Public Services
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**COUNCIL ACTION**

Workshop Date(s):    August 19, 2025	Public Hearing Date(s): August 12, 2025
Meeting Date(s):     August 26, 2025	Tabled To:

**APPROVALS**

<b>Department Director:</b> Jason Sullivan	<b>Mayor:</b> Terry Carter	<b>Date Reviewed By City Attorney (if applicable):</b>
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## **RESOLUTION NO. R25-59**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, DECLARING SURPLUS TAX PARCELS 0520261042 AND 0520261041 AND AUTHORIZING THE SALE OF SUCH PROPERTY IN ACCORDANCE WITH BONNEY LAKE MUNICIPAL CODE SECTION 2.70.100.**

**WHEREAS**, tax parcels 0520261042 and 0520261041, commonly referred to as the “Reed Property” was acquired by the City to support the development of parks to serve the needs of the community; and

**WHEREAS**, the City recently adopted Parks, Trails, and Open Space (PTROS) Plan provides that the Reed property would be developed as a future sports field as part of a public/private partnership; and

**WHEREAS**, to further is public/private partnership the City has decided to sell the property provided that it is utilized for recreational purposes as intended in the PTROS Plan; and

**WHEREAS**, a special deed restriction will be recorded as part of the transfer to the property to require the property to be utilized for recreational purposes in perpetuity; and

**WHEREAS**, as a condition of the sale an easement shall be required allowing for the construction of a future trail head and trail to connect the proposed Fennel Creek Trail to the proposed Flume Trail; and

**WHEREAS**, the notice of the public hearing date was regarding the City intent to sale said property was issued on July 25, 2025, and published on July 30, 2025 as required by RCW 39.33.020; and

**WHEREAS**, the press release was issued regarding the City intent to sale said property was issued on August 5, 2025, as required by RCW 39.33.020; and

**WHEREAS**, in accordance with RCW 39.33.020 and BLMC 2.7.100, a duly noticed public hearing regarding the proposed surplus and transfer of said property was held on August 12, 2025.

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

**Section 1: Sale Authorized.** The properties described in Exhibit “A” and in Exhibit “B”, attached hereto and incorporated herein as if fully set forth, are hereby declared surplus to the City’s provided that the property is sold for recreational purpose as described in the City’s adopted PTRO Plan.

**Section 2: Call for Bids.** As required BLMC 2.07.100(C)(2), the City Administrator, the City's Chief Contracting Officer, shall secure an independent fee appraisal of the property and solicit bids for the sale of the property.

**PASSED** by the City Council this 26<sup>th</sup> day of August 2025.

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Terry Carter, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, MMC, City Clerk

## EXHIBIT A

### Reed Property (PART)

Parcel Number: 0520261042

Address: 7109 Barkubein Rd E

Acreage/Square Footage: 2.48 Acres

Assessed Valuation \$705,000

That portion of Section 26 Township 20 Range 05 Quarter 14 : PARCEL B OF BLA 2014-07-28-5001.



## EXHIBIT B

### Reed Property (PART)

Parcel Number: 0520261041

Address: 7111 Barkubein Rd E

Acreage/Square Footage: 17.62 Acres

Assessed Valuation \$777,300

That portion of Section 26 Township 20 Range 05 Quarter 14 : PARCEL A OF BLA 2014-07-28-5001.



# Classified Proof

Client	3100013000 - City of Bonney Lake- LEGAL ADS	Phone	(253) 862-8602		
Address	9002 Main St E, Suite 300	E-Mail	Powers-HubbardA@bonneylake.gov		
	Bonney Lake, WA, 98391	Fax			
Order#	1017124	Requested By	AMANDA POWERS-HUBBARD	Order Price	\$155.87
Classification	3030 - Legal Notices	PO #	RES R25-59	Tax 1	\$0.00
Start Date	07/30/2025	Created By	0917	Tax 2	\$0.00
End Date	08/06/2025	Creation Date	07/22/2025, 12:43:44 pm	Total Net	\$155.87
Run Dates	2			Payment	\$0.00
Publication(s)	Enumclaw Courier Herald				
Sales Rep	9470 - Jennifer Tribbett	Phone	(360) 802-8212		
		E-Mail	jtribbett@courierherald.com		
		Fax			



**NOTICE OF PUBLIC  
HEARING  
Surplus and Sale of  
City Property  
Proposed Resolution  
R25-59**

The City Council of the City of Bonney Lake will hold a Public Hearing during the regular meeting of August 12, 2025, at 6:00 p.m., or as soon thereafter as possible, to consider the surplus and sale of real property specifically tax parcels 0520261042 and 0520261041 consisting of 20.1 acres of land, a residential structure, and three accessory buildings. As authorized by Bonney Lake Municipal Code (BLMC) 2.70.100 and RCW 39.33.020. Sale of the property is contingent upon the property being utilized for recreational purposes and the grant of an easement for a future trailhead and trail connection between the proposed Fennel Creek Trail and the proposed Flume Trail.

All members of the public may provide testimony during the public hearing, or they may submit written comments prior to the public hearing. The City Council meets at Bonney Lake Justice & Municipal Center located at 9002 Main Street East, Bonney Lake, WA 98391. Written comments may be submitted to the City Clerk at 9002 Main Street E, Suite 300, Bonney Lake, WA 98391. For citizens with disabilities who are requesting translators or adaptive equipment for

communication purposes, the City requests notification as soon as possible as to the type of service or equipment needed.  
ECH1017124  
7/30/25, 8/6/25

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

<b>Agenda Item Type:</b> Motion	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-70/M25-70	
<b>Department/Division Submitting:</b> Public Services	<b>Presenter:</b> Jason Sullivan	<b>City Strategic Goal Category:</b> None

**Agenda Subject:** Authorizing Piggybacking with Sourcewell Cooperative Purchasing Program.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing Piggybacking with Sourcewell Cooperative Purchasing Program.

**Administrative Recommendation:** Approve

**Short Background Summary:** City Staff are requesting the authorization to use Sourcewell as another tool for procuring products and services. Sourcewell's cooperative purchasing combines the buying power of 50,000 government, education, and nonprofit organizations and has hundreds of competitively solicited cooperative contracts ready for use. It is like the Washington State Department of Enterprise Systems (State Contracts) and several Sourcewell contracts are listed on the State Contracts. Use of Sourcewell will give the City more options for significant price reductions and efficiency with the procurement process.

**Attachments:** Memorandum, Sourcewell Cooperative Purchasing Program Participation Agreement

**BUDGET INFORMATION**

**Budgeted Amount:**                      **Current Balance:**                      **Expenditure Amount Needed:**                      **Budgeted Balance Difference:**  
**Budget Explanation:**

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>
Date: 8/12/2025 Name: Finance Committee	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Hearing Examiner Review:**

**Preparer sent affected Department Director(s) copy of AB**

☐ Administrative Services   ☐ Court   ☐ Executive  
☐ Finance   ☐ Police   ☐ Public Services

**COUNCIL ACTION**

Workshop Date(s):

Meeting Date(s):      8/26/2025

Public Hearing Date(s):

Tabled To:

**APPROVALS**

**Department Director:**  
Jason Sullivan

**Mayor:**  
Terry Carter

**Date Reviewed By City Attorney (if applicable):**  
8/15/2025



Public Services  
Department

## Memo

**Date** : August 26, 2025  
**To** : City Council  
**From** : Deon Payne, Contract Administrator  
**Re** : Piggybacking with Sourcwell Cooperative Purchasing Program

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The City is interested in using the Sourcwell Cooperative Purchasing Program. Many of the products and services the City needs are offered as cooperative contracts with Sourcwell, which offer significant price reductions.

Several staff know of and have used Sourcwell at other local and state governments.

Sourcwell is a service cooperative created by the Minnesota legislature as a local unit of government (Minn. Const. art. XII, sec. 3). Sourcwell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). As a public agency, all Sourcwell employees are government employees.

Sourcwell was originally founded in 1978 as an Education Cooperative Service Unit and over the years has expanded its services to include government, education, and nonprofit agencies.

Any government can register to participate for free. There are no fees to use contracts, no commitment, and no obligation to purchase. Registration and Agreement form are required.

Sourcwell utilizes a competitive process like that used by Washington State's Department of Enterprise Services.

The City's contracted Attorney, Inslee Best, reviewed Sourcwell's procurement process and cooperative agreements on August 15, 2025, and determined it meets the requirement of RCW 39.34.030 for local government agency's ability to piggyback on the Sourcwell Cooperative Purchasing Program.

Piggybacking, under RCW 39.34.030 allows local government agencies to use another public agency's active contract for purchases of products, services, or public works.

## **Sourcewell Cooperative Purchasing Program Participation Agreement**

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

### **Section 1: Authority**

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b).

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program master agreements with awarded Suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

### **Section 2: General Terms**

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose for any purchase through a Supplier. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell master agreements, Participating Entity and Supplier will execute a transaction document(s) as mutually agreed. Participating Entity will be responsible for all aspects of its purchase, including ordering, inspecting, acceptance, payment, and any other

material terms as negotiated directly with Supplier.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other Party.

2.6 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.7 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.8 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

### Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective January 1, 2025.

#### Sourcewell:

Signed by:  
By Greg Zylka  
6BD483769B484F1  
Authorized Signature – Signed

By Greg Zylka  
Name – Printed  
Title Sourcewell Board of Directors Chair  
Date 1/22/2025 | 12:09 PM CST

Signed by:  
By Linda Arts  
0EF5785F1EAD4CF...  
Authorized Signature – Signed

By Linda Arts  
Name – Printed  
Title Sourcewell Board of Directors Clerk  
Date 1/21/2025 | 7:59 PM CST

#### Participating Entity:

By \_\_\_\_\_  
Authorized Signature – Signed

By \_\_\_\_\_  
Name – Printed  
Title \_\_\_\_\_  
Date \_\_\_\_\_

## Organization Information

Indicate an address to which correspondence may be delivered.

Organization Name\* \_\_\_\_\_

Address\* \_\_\_\_\_

City\* \_\_\_\_\_

State\* \_\_\_\_\_ Zip Code\* \_\_\_\_\_

Country\* \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Website \_\_\_\_\_

Contact person\* (First, Last) \_\_\_\_\_

Job Title\* \_\_\_\_\_

Job Role

Elected Official

Faculty

Department Purchaser

Leadership/Administration

Management

Staff/Team Member

Supervisory

Volunteer

Other \_\_\_\_\_

Email\* \_\_\_\_\_

Phone\* \_\_\_\_\_

**Email completed agreement to:**

[service@sourcewell-mn.gov](mailto:service@sourcewell-mn.gov)

**You may also mail the completed agreement to:**

Sourcewell  
202 12th Street NE  
P.O. Box 219  
Staples, MN 56479

## Organization Type:

### Government

Consolidated Government  
County/Borough  
Federal  
City/Municipality  
Special District/Authority/Limited Purpose  
State  
Township  
Tribal  
Province/Territory  
Quasi-Government

### Education

Private College/University  
Private K-12 Education  
Public College/University  
Public K-12 Education

### Nonprofit

Nonprofit 501(c)(3) – An IRS letter of nonprofit verification document is required  
Nonprofit Other

### Referred by

Advertisement \_\_\_\_\_  
Colleague/Friend \_\_\_\_\_  
Conference/Trade Show \_\_\_\_\_  
Supplier \_\_\_\_\_  
Search Engine/Web Search \_\_\_\_\_  
Sourcewell Employee \_\_\_\_\_

*\*Denotes required information*



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

<b>Agenda Item Type:</b> Resolution	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-64/R25-64	
<b>Department/Division Submitting:</b> Public Services	<b>Presenter:</b> Jason Sullivan/ Jason Marcia	<b>City Strategic Goal Category:</b> None

**Agenda Subject:** Fleet Management System

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Piere County, Washington, Authorizing The Purchase Of The RTA Fleet Software.

**Administrative Recommendation:** Approve

**Short Background Summary:** With the development of the City's first Fleet Division and the continuous growth of the City's overall fleet, it is essential to implement a system that accurately schedules and tracks asset maintenance, inventory, and depreciation. Currently, the Fleet Division handles all aspects of preventative maintenance for the City's entire fleet. The existing Fleet Management Information System (FMIS), Lucity, was purchased over 20 years ago and has lacked manufacturer support for over a decade, posing significant data integrity risks. It has become so unstable that the City is no longer entering data. The City is back to tracking vehicle maintenance and repair using pen and paper.

**Attachments:** Resolution 25-64, Memo, and RTA Proposal

**BUDGET INFORMATION**

<b>Budgeted Amount:</b>	<b>Current Balance:</b>	<b>Expenditure Amount Needed:</b>	<b>Budgeted Balance Difference:</b>
		Year 1 \$27,372.90	
		Annually \$17,282.40	

**Budget Explanation:** Staff is requesting to the purchase of the RTA FMIS software. City Staff will bring forward a 2025 budget amendment to reflect this additional budget authorization.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>
Date: August 12, 2025 Name: Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Hearing Examiner Review:**

<b>Preparer sent affected Department Director(s) copy of AB</b>	<input checked="" type="checkbox"/> Administrative Services <input type="checkbox"/> Court <input checked="" type="checkbox"/> Executive <input checked="" type="checkbox"/> Finance <input type="checkbox"/> Police <input checked="" type="checkbox"/> Public Services
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**COUNCIL ACTION**

Workshop Date(s): Meeting Date(s): August 26, 2025	Public Hearing Date(s): Tabled To:
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**APPROVALS**

<b>Department Director:</b> Jason Sullivan	<b>Mayor:</b> Terry Carter	<b>Date Reviewed By City Attorney (if applicable):</b>
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**RESOLUTION NO. 25-64**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE PURCHASE OF THE RTA FLEET SOFTWARE.**

**WHEREAS**, it is essential to implement a system that accurately schedules and tracks asset maintenance, inventory, and depreciation; and

**WHEREAS**, the Fleet Division handles all aspects of preventative maintenance for the City's entire fleet; and

**WHEREAS**, the existing Fleet Management Information System, Lucity, was purchased over 20 years ago and has lacked manufacturer support for over a decade, posing significant data integrity risks; and

**WHEREAS**, Lucity has become so unstable that the City is no longer entering data; and

**WHEREAS**, after evaluating AssetWorks, Fleetio, and RTA, the Fleet Division recommends RTA Fleet360 based on its functionality and cost-efficiency; and

**WHEREAS**, this purchase was not budgeted for in the 2025-2026 budget and needs approval by the City Council;

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

**Section 1. Purchase Authorized.** City staff is authorized to purchase the RTA Fleet 360 Software.

**Section 2. Budget Amendment.** City staff is directed to bring forward a 2025 budget amendment to reflect this additional budget authorization.

**PASSED by the City Council this 26<sup>th</sup> day of August 2025.**

\_\_\_\_\_  
Terry Carter, Mayor

AUTHENTICATED:

\_\_\_\_\_  
Sadie A. Schaneman, CMC, City Clerk



## Public Services Department Briefing Memorandum

**Meeting Date:** August 12, 2025

**Memo Date:** August 4, 2025

**Staff Contact:** Jason Marcia – Fleet Manager

**Topic: Proposal for Implementation of RTA Fleet360 Fleet Management Information System (FMIS)**

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### **PURPOSE:**

This memo outlines the urgent need for a new Fleet Management Information System (FMIS) and proposes the implementation of RTA Fleet360 to improve operational efficiency, manage costs, and support lifecycle administration of the City's vehicle and equipment fleet.

### **BACKGROUND:**

With the expansion of the Public Services Fleet Division and the continuous growth of the City's overall fleet, it is essential to implement a system that accurately schedules and tracks asset maintenance, inventory, and depreciation.

Currently, the Fleet Division handles all aspects of preventative maintenance for the City's entire fleet. The existing FMIS, Lucity, was purchased over 20 years ago and has lacked manufacturer support for over a decade, posing significant data integrity risks. It has become so unstable that the City is no longer entering data. Currently, the City is back to tracking vehicle maintenance and repair using pen and paper.

The City currently operates:

- 224 vehicles and equipment assets
- 57 frontline law enforcement units
- Total current estimated value: \$12,174,019.07

### **Need for a New System**

An up-to-date FMIS is required to:

- Provide a structured preventative maintenance schedule

- Track service and repair costs
- Monitor parts and inventory
- Analyze asset depreciation for replacement planning
- Ensure compliance and reduce operational risks
- Support financial tracking and reporting

### Evaluation

After evaluating AssetWorks, Fleetio, and RTA, the Fleet Division recommends RTA Fleet360. This is based on functionality, cost-efficiency, and the Fleet Manager's experience with AssetWorks.

RTA Fleet360 is:

- Cloud-based and user-friendly
- Centralized for vehicles and tools
- Tracks full asset lifecycle
- Integrates with existing with Eden and Munis in the future.

RTA Fleet 360 provides strong Key Performance Indicators (KPI) and reporting features which include:

- Monthly fuel utilization per division including cost
- Shop dwell or downtime on worked units
- Monthly parts expenses by unit
- Total units completed- planned & emergency repairs
- Annual O&M for all assets

This KPI and report features are essential of maximizing efficiency and reducing over fleet operating cost. Additionally, these features will inform the City when it is the best time to surplus a vehicle instead of simply relying on the age of the vehicle or the miles of a vehicle.

Key Features of RTA Fleet360 are:

- Preventive maintenance scheduling
- Work order and repair history management
- Fuel purchases and downtime tracking
- Vendor and purchase order tracking
- Asset and parts inventory management
- Lifecycle cost analysis and American Public Works Association (APWA) standard replacement modeling

### Implementation Costs

#### Hardware Requirements (One-Time):

Item	Quantity	Unit Cost	Total
Monitors	3	\$200	\$600
Laptops	2	\$1,700	\$3,400
Docks	2	\$400	\$800
<b>Total Hardware:</b>			<b>\$4,800.00</b>

The additional hardware is for a workstation in the bay to track, view, and complete work orders. The other is required for dispatch operations, which is old and requires replacement to support the new application.

#### Software and Implementation Costs (Year 1):

Product/Service	Cost
KS-I Fleet Kickstart (Setup & Support)	\$5,690.50
RTA SaaS - 177 Fleet Assets (Platinum Tier)	\$16,142.40
RTA Equipment Licenses - 100 Units	\$1,140.00
Annual Software Subtotal	\$17,282.40
One-time Setup Subtotal	\$5690.50
<b>Total FMIS Year 1:</b>	<b>\$22,972.90</b>

#### Total Project Cost (Year 1):

Category	Total
Hardware	\$4,400.00
Software & Setup	\$22,972.90
Grand Total	\$27,372.90

After the first year, there will be an annual software re-occurring cost of \$17,282.40 per year. The cost of on-going expense will be built into the O&M rate for each vehicle. Therefore, the O&M rate will increase by \$77.15 per vehicle. The increase in O&M cost associated with the RTA 360

program is expected to be offset by a decrease in maintenance costs. RTA360 will enable a structured preventative maintenance schedule designed to reduce catastrophic repair costs and road failures. It will also provide benefits such as tracking maintenance history, repairs, and overall vehicle and equipment operational costs to reduce the overall cost of operating and maintain the City vehicles in the longer term. It is also expected to length the service life of City vehicles thus reducing the yearly replacement cost incurred by the City.

#### **CONCLUSION AND REQUEST:**

The implementation of RTA Fleet360 will provide the City with a modern, efficient, and scalable fleet management solution. This system will enhance service tracking, manage costs, support strategic planning, and safeguard over \$12.1 million in City fleet assets. The value of the fleet is only expected to grow over time as new vehicles are purchased.

Approval is respectfully requested to proceed with the purchase and implementation of RTA Fleet360 FMIS and associated hardware as detailed above.





# CITY OF BONNEY LAKE

#20240430-082145967

**Issued**

April 30, 2024

**Expires**

March 31, 2025

---

**RTA**

17437 N 71st Dr.  
Suite 110  
Glendale, AZ 85308

**Ben Krutzfeldt**

bkrutzfeldt@rtafleet.com  
+16232591068



Prepared for

## City of Bonney Lake

Jason Marcia  
Fleet Manager  
marciaj@cobl.us  
+12534473271

Jason with City of Bonney Lake,

RTA: The Fleet Success Company is pleased to submit this quote for your review.

Since 1979, RTA has been the leading and most trusted partner for over thousands of public and private fleets across North America. Our Fleet Management Information Systems (FMIS) and consulting services, proudly serve government, transit, transportation, waste disposal, and school bus fleets with unmatched experience and expertise.

Since July 2017, RTA has collectively saved its customers over \$230 Million, while saving each fleet an average of 96 workdays per year when using our solutions and services. It's one of the many ways we carry out our mission to help fleets succeed.

Using RTA Fleet360 to manage all asset types, inspections, work orders, preventive maintenance, parts, fuel, and motor pool will empower you to increase asset availability, keep costs under control, boost operational efficiency, and improve organization-wide communications.

Once you've reviewed the proposal, please reach out to me with any questions or feel free to sign if you're ready! We sincerely appreciate the opportunity to partner with City of Bonney Lake on your path to fleet success.

Helping Fleets Succeed,



Ben Krutzfeldt  
*Agenda Packet p. 68 of 97*



+1 623-259-1068

bkrutzfeldt@rtafleet.com

<https://meetings.hubspot.com/ben-krutzfeldt>

To schedule a follow-up meeting to discuss this quote or anything else, please see my calendar link: <https://meetings.hubspot.com/ben-krutzfeldt>

## Proposed Fleet Management Solution

Quantity	Unit Cost	Products & Services	Total Price
1	\$5,990.00	KS-I Fleet Kickstart Includes: White glove account setup Data import support and delivery* Up to 6 Hours of Virtual Implementation**	\$5,690.50 after 5% discount
* Does not include import of work order history. ** \$250 an hour for additional dedicated implementation, dedicated virtual training, or professional services.			
177	\$96.00 / year	RTA Platinum Tier SaaS - Assets (Unlimited Users) Track your organization's assets, and UNLIMITED user logins with our Platinum Tier FMIS software.	\$16,142.40 / year after 5% discount

Quantity	Unit Cost	Products & Services	Total Price
<div>RTA FMIS Includes: Vehicle Information   Preventive Maintenance (PM) Scheduling   Parts Inventory Tracking   Parts-Kit Functionality   Purchase Orders   Work Orders   Repair Histories   Mechanic Productivity Tracking   RTA Mobile App   Customizable Dashboards   Over 40+ Reports.  Platinum Tier Benefits: Motor Pool   Shop Scheduler   RTA Inspect   Annual Fleet Optimization Consultation   FREE Ticket(s) to RTA Conferences.  Always Included: RTA Technical Support   Updates &amp; Enhancements   Simultaneous Backups   Webinar Access   Unlimited Virtual Training Classes   Embedded Guided Tours &amp; Tutorials.</div>			
100	\$12.00 / year	RTA Equipment Licenses - Unlimited Users Limited to one PM. Will not roll up into replacement costs or some reporting. Will include history and workorder ability.	\$1,140.00 / year after 5% discount for 1 year

Annual subtotal	\$17,282.40
<hr/>	
	after \$909.60 discount
One-time subtotal	\$5,690.50
<hr/>	
	after \$299.50 discount
<b>Total</b>	<b>\$22,972.90</b>

## Comments

Sourcewell ID #020221-RTA  
Sourcewell discount applied.

## Terms & Conditions

By proceeding with the acceptance & signing, the signer agrees to the proposed fleet management solution listed above, RTA Agreement [Terms of Service](#) on behalf of City of Bonney Lake. Please read these terms carefully prior to e-signing this service agreement.

## Proposal Acceptance

### Signature

Before you sign, you must verify your identity by clicking "Verify to sign" and then following the prompts in the verification email.

**Jason Marcia**  
marciaj@cobl.us

Verify to sign

Download

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

<b>Agenda Item Type:</b> Resolution	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-68 / R25-68	
<b>Department/Division Submitting:</b> Court	<b>Presenter:</b> Geri Resch, Judicial Branch Administrator	<b>City Strategic Goal Category:</b> None

**Agenda Subject:** Interagency Agreement between Washington State Administrative Office of the Courts and Bonney Lake Municipal Court

**Full Title/Motion:** A Resolution Of The City Council For The City Of Bonney Lake, Pierce County, Washington, Authorizing The Judicial Branch Administrator To Enter An Interagency Agreement Between Washington State Administrative Office Of The Court (AOC) And Bonney Lake Municipal Court To Participate In The Pretrial Pilot Program, Contract #AOC2670, Funding: \$14,500.

**Administrative Recommendation:** Approve

**Short Background Summary (Use a memo to write a full history):** The Pre -Trial Reform Program is part of a task force being tested in some Superior Courts and Courts of Limited Jurisdiction. Bonney Lake Municipal Court has been invited to participate in this program for its second fiscal year since inception. This task force is designed to provide the court with other ways in which to protect the community during the pre-trial phase of a criminal prosecution. It may decrease cost of housing Defendants in jail, increase Defendant's likelihood of appearing in court when ordered to do so, maintain sobriety if alcohol or drugs are involved in the pending criminal charge and allow Defendant to continue to be gainfully employed. The Administrative Office of the Courts (AOC) will provide \$14,500.00 in grant funds to the court to be used to cover the cost of Electronic Home Monitoring (EHM) with or without global positioning system (GPS), Secure Continuous Remote Alcohol Monitoring (SCRAM), Random Urinalysis (UA) testing to monitor abstinence and installation of Ignition Interlock and monitoring. EHM monitors Defendant's routine and travel in accordance with parameters set by the court, limiting a Defendant to going to and from work, church, treatment, court appearances, medical appointments, grocery shopping, depending on what the court deems appropriate. SCRAM is an alcohol monitoring device which monitors Defendant's compliance with the court order not to consume alcohol. Random UAs monitor Defendant's compliance with the court's order not to use any controlled substance, including marijuana or cannabis products. Statistics maintained by the court and submitted to AOC will assist in determining whether this is a program that is beneficial to Courts of Limited Jurisdiction. Pursuant to RCW 10.21.015, 10.21.045 and 10.21.050, the Court determines what pre-trial conditions, if any, should be imposed; whether a defendant should be released from custody with conditions or, if not in custody, whether defendant should be allowed to remain out of custody. The court considers the safety of the community and the interests of justice. The Defendant's ability to pay for conditions such as EHM, SCRAM or abstinence from controlled substances, including alcohol, is reviewed. If it is determined the Defendant is unable to pay for this type of monitoring and the court considers defendant safe to be in the community with these types of monitoring, then the court can impose monitoring, and the cost of the monitoring is billed to the Court and AOC reimburses this cost to the court from the grant funding. The time frame for the use of these funds is July 15, 2025, through June 30, 2026.

**Attachments:** Contract AOC2670

**BUDGET INFORMATION**

<b>Budgeted Amount:</b>	<b>Current Balance:</b>	<b>Expenditure Amount Needed:</b>	<b>Budgeted Balance Difference:</b>
<b>Budget Explanation:</b>			

## COMMITTEE, BOARD & COMMISSION REVIEW

Public Hearing Date:

Name Of Committee/Commission Public Hearing Was Done At:

Date & Name Of Committee/ Commission Meeting	Return To Committee/ Commission/Board	Council Workshop Discussion	Consent Agenda	Council Full Issues
Date: 8/26/2025 Name: Finance	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes
Hearing Examiner Review: N/A				
Preparer sent affected Department Director(s) copy of AB	<input type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Court <input type="checkbox"/> Executive <input type="checkbox"/> Finance <input type="checkbox"/> Police <input type="checkbox"/> Public Services			

## COUNCIL ACTION

Workshop Date(s):

Public Hearing Date(s):

Meeting Date(s): 8/26/2025

Tabled To:

## APPROVALS

Department Director:

Mayor:

Date Reviewed By City Attorney (if applicable):

*Joanna Daniels*

*Terry Carter*

**RESOLUTION NO. R25-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE JUDICIAL BRANCH ADMINISTRATOR TO ENTER AN INTERAGENCY AGREEMENT BETWEEN WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURT (AOC) AND BONNEY LAKE MUNICIPAL COURT TO PARTICIPATE IN THE PRETRIAL PILOT PROGRAM, CONTRACT #AOC2670, FUNDING: \$14,500**

**WHEREAS,** The Bonney Lake Municipal Court Determines What Pretrial Conditions, if any, should be Imposed on a Defendant pending trial.

**WHEREAS,** The Bonney Lake Municipal Court Motions the City for Permission to Sign an Interagency Agreement with AOC to Participate in the Pretrial Pilot Program from July 15, 2025, to June 25, 2026.

**NOW THEREFORE, BE IT RESOLVED** The Bonney Lake Municipal Court is authorized to enter into the Interagency Agreement with AOC.

**PASSED by the City Council this 26 day of August 2025.**

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Terry Carter, Mayor

AUTHENTICATED:

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Sadie A. Schaneman, MMC, City Clerk



# WASHINGTON COURTS

## INTERAGENCY AGREEMENT

AOC2670

BETWEEN

WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS

AND

BONNEY LAKE MUNICIPAL COURT

### 1. PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the State of Washington acting by and through the Washington State Administrative Office of the Courts, hereinafter referred to as "AOC or Procuring Agency," and Bonney Lake Municipal Court referred to as "Court or Agency".

### 2. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist the Court with costs related to electronic monitoring services and technical assistance associated with the pretrial pilot project.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

### 3. STATEMENT OF WORK

The Court shall:

- a. Ensure funds are used to help create pretrial release and pretrial support options for the Court.
- b. Attend planning meeting to address the following: disbursement of funds, meeting schedule through fiscal year 2026, training and technical assistance, and data collection and reporting.
- c. Participate in virtual technical assistance calls from August 2025 - June 2026 to support best practice implementation strategies related to SCRAM/EHM/GPS and related monitoring services, as well as general pretrial fundamentals.
- d. Reallocate unspent funds for training related to pretrial fundamentals and organization development. If there are any remaining funds after this action has



taken place, these funds will be reallocated through Revenue Sharing process detailed in section 7 of this agreement.

- e. Track and provide monthly data outcomes as agreed upon with the training and technical assistance team.
- f. Provide reports no later than the due date on the tenth day (10<sup>th</sup>) of each month. These should be submitted alongside the A19 to the AOC Staff Program Manager via email.

#### **4. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on 07/15/2025, and end on 06/30/2026, unless terminated sooner or extended, as provided herein.

#### **5. COMPENSATION**

AOC will reimburse the Court a total compensation not to exceed fourteen thousand five hundred dollars (**\$14,500.00**) for payments made during the period from 07/15/2025, through 06/30/2026, related to the purpose of this agreement.

Procuring Agency may extend the term of this Agreement or increase funds by mutual written amendment. Such amendment shall be on the same terms and conditions as set forth in this Agreement.

#### **6. INVOICES; BILLING; PAYMENT**

The Agency will submit properly prepared itemized invoices via email on an A19 form to AOC Program Manager. Invoices shall be submitted no more than once a month. Incorrect or incomplete A19s shall be returned by AOC to the Agency for correction or reissuance. All A19s shall provide and itemize, at a minimum, the following:

- Agreement Number: AOC2670
- Agency name, address and phone number
- Description of Reimbursement
- Date(s) Services were provided
- Receipt(s) if applicable
- Total Reimbursement

Payment will be considered timely if made by the AOC within thirty (30) calendar dates of receipt of a properly prepared A19. No A19 shall be submitted until after a deliverable has been accepted by the AOC Program Manager.

The AOC will not make any advanced payments or payments in anticipation of services or supplies under this Agreement.

#### **7. REVENUE SHARING**

- a. AOC, in its sole discretion, may initiate revenue sharing. AOC will notify the Court **via unilateral amendment to the agreement** no later than May 1, 2026 that AOC

intends to reallocate funding among courts in the program. If AOC determines the Court may not spend all funds available under the Agreement, then AOC may reduce the Agreement amount. If AOC determines the Court may spend more funds than available under the Agreement and for its scope, then AOC may increase the Agreement amount.

- b. If the AOC initiates revenue sharing, then the Court must submit the final revenue sharing A19 via email to AOC PM between July 12, 2026 and August 1, 2026.

## 8. AGREEMENT MANAGEMENT

The Program Manager and Agency Program Manager noted below shall be responsible for and shall be the contact people for all communications and billings regarding the performance of this Agreement. The parties may change administrators by written notice.

AOC Program Manager	Agency Program Manager
<b>Yvonne Jones</b> PO Box 41170 Olympia, WA 98504-1170 Yvonne.Jones@courts.wa.gov (360) 704-5564	<b>Geri Resch</b> 9002 Main St E Ste 100 Bonney Lake, WA 98391 ReschG@bonneylake.gov (253) 447-4306

## 9. RECORDS RETENTION & PUBLIC RECORDS

- a. Records Retention. Each party shall maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel mutually agreed upon by both parties, and other officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- b. Public Information. This Agreement and all related records may be subject to public disclosure as required by Washington's Public Records Act, RCW 42.56, and court rule GR 31.1. No party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act or GR 31.1, without first providing notice to the other party within ten (10) business days of the receipt of the request. The Parties will discuss appropriate actions to be taken, including release of the requested information,

seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

#### **10. RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AOC. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

#### **11. RESPONSIBILITY OF THE PARTIES**

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third-party claims.

#### **12. DISPUTE RESOLUTION**

To the extent practicable, the Parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The Parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot reasonably be resolved, it may be escalated within each organization. In such circumstance, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall appoint a member of a dispute resolution board within Thurston County and those two appointed members will select a third. The Board shall employ dispute resolution measures and its result is binding. Both parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

#### **13. GENERAL PROVISIONS**

- a. Amendment or Modification. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- b. Appendix. All appendices referred to herein are deemed to be incorporated in this Agreement in their entirety.

- c. Assignment. The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.
- d. Authority. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. Captions & Headings. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- f. Conformance. If any provision of this Agreement violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.
- g. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof so long as all the Parties hereto execute a counterpart of this Agreement.
- h. Electronic Signatures. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.
- i. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- j. Governing Law. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- k. Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

- l. Jurisdiction & Venue. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- m. No Agency. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- n. Right of Inspection. The Agency shall provide right of access to its facilities to the AOC, or any of its officers, or to any other authorized agent or official of the State of Washington at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this agreement.
- o. Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.
- p. Termination for Cause. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.
- q. Termination for Convenience. Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.
- r. Termination for Non-Availability of Funds. AOC's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this Agreement, AOC, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. AOC may also elect to suspend performance of the Agreement until AOC determines the funding insufficiency is resolved. AOC may exercise any of these options with no notification restrictions, although AOC will make a reasonable attempt to provide notice.

In the event of termination or suspension, AOC will reimburse eligible costs incurred by the Agency through the effective date of termination or suspension. Reimbursed costs must be agreed to by AOC and the Agency. In no event shall AOC's reimbursement exceed AOC's total responsibility under the agreement and any amendments.

- s. Suspension for Convenience. AOC may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the Agency a minimum of seven (7) calendar days before the suspension date. Agency shall resume performance on the first business day following the suspension period unless another day is specified in writing by AOC prior to the expiration of the suspension period.
- t. Waiver. A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WASHINGTON STATE ADMINISTRATIVE  
OFFICE OF THE COURTS**

**Bonney Lake Municipal Court**

*Signature*

*Date*

*Signature*

*Date*

Kerra Lynch

Geri Resch

*Name*

*Name*

*Title*

*Title*

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

<b>Agenda Item Type:</b> Motion	<b>Agenda Bill Number &amp; Ordinance/Resolution/Motion Number:</b> AB25-60/Motion M25-60	
<b>Department/Division Submitting:</b> Executive Administration	<b>Presenter:</b> Leslie Harris	<b>City Strategic Goal Category:</b> Public Safety Vision

**Agenda Subject:** Interlocal With The City Of Sumner For Court Services.

**Full Title/Motion:** A Motion Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Sign An Interlocal Agreement With The City Of Sumner For Municipal Court Services.

**Administrative Recommendation:** Approve.

**Short Background Summary:** The City Of Bonney Lake Has Provided The City Of Sumner Municipal Court Services Since 2015. The Current Agreement Is Set To Expire On December 31, 2025. Both Parties Have Agreed To A New Interlocal Agreement For The Period Beginning On January 1, 2026, And Expiring On December 31, 2028, With Renewals For Successive Two-Year Terms Thereafter. The Parties Have Agreed That Sumner's Proportionate Share Of The Bonney Lake Municipal Court Budget Is Thirty Percent (30%). The New Agreement Provides For One Municipal Judge Serving Bonney Lake And Sumner As Well As One Shared Community Court Case Manager. A Request For Qualifications (RFQ) Will Be Issued This Fall To Evaluate And Select A Shared Judge Who Will Be A Bonney Lake Employee. Sumner Will Continue To Provide For Prosecution, Public Defense, Jail Costs And Interpreter Fees For Sumner Cases. The Sumner City Council Approved The Interlocal Agreement On July 21, 2025.

**Attachments:** Interlocal Agreement With The City Of Sumner For Municipal Court Services.

**BUDGET INFORMATION**

**Budgeted Amount:**                      **Current Balance:**                      **Expenditure Amount Needed:**                      **Budgeted Balance Difference:**

**Budget Explanation:** Sumner's Proportionate Share (Thirty Percent (30%) Of The Court Operations Costs) In 2026 Will Be \$449,651. For Reference, In 2025 Sumner Paid Bonney Lake \$276,566 For Municipal Court Services.

**COMMITTEE, BOARD & COMMISSION REVIEW**

**Public Hearing Date:**                      **Name Of Committee/Commission Public Hearing Was Done At:**

<b>Date &amp; Name Of Committee/ Commission Meeting</b>	<b>Return To Committee/ Commission/Board</b>	<b>Council Workshop Discussion</b>	<b>Consent Agenda</b>	<b>Council Full Issues</b>
Date: Name:	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes	<input type="checkbox"/> Yes

**Hearing Examiner Review:**

<b>Preparer sent affected Department Director(s) copy of AB</b>	<input checked="" type="checkbox"/> Administrative Services <input checked="" type="checkbox"/> Court <input checked="" type="checkbox"/> Executive <input checked="" type="checkbox"/> Finance <input checked="" type="checkbox"/> Police <input checked="" type="checkbox"/> Public Services
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**COUNCIL ACTION**

Workshop Date(s):    8/19/2025

Public Hearing Date(s):

Meeting Date(s):    8/26/2025

Tabled To:

**APPROVALS**

**Department Director:**  
*John Vodopich*

**Mayor:**  
*Terry Carter*

**Date Reviewed By City Attorney (if applicable):**

**INTERLOCAL AGREEMENT BY AND BETWEEN  
CITY OF BONNEY LAKE, WASHINGTON AND CITY OF SUMNER  
FOR THE PROVISION OF MUNICIPAL COURT SERVICES**

**THIS AGREEMENT** is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Bonney Lake (“**Bonney Lake**”) and the City of Sumner (“**Sumner**”), and they are the Washington State Municipal Corporations (individually a “**Party**” and collectively the “**Parties**”).

**RECITALS:**

**WHEREAS**, the Cities of Bonney Lake and Sumner, the Parties to this Agreement, are both authorized under Washington law to operate a municipal court pursuant to Chapter 3.50 RCW; and

**WHEREAS**, RCW 39.34.180, RCW 3.50.805, and RCW 3.62.070 each directly and by implication authorize municipal corporations to enter into Interlocal agreements for municipal court services; and

**WHEREAS**, in 2015, in 2015, Sumner and Bonney Lake signed an interlocal agreement in which Bonney Lake agreed to provide municipal court services to Sumner and that Agreement was updated and extended in 2020 and 2022; and

**WHEREAS**, Bonney Lake is willing to continue providing municipal court services to Sumner under the terms and conditions set forth in this Agreement; and

**WHEREAS**, Sumner and Bonney Lake entered into an Interlocal Agreement for Community Court Services on January 25, 2022 (“Community Court ILA”) which expired on June 30, 2023 but, by its terms, could continue beyond that date if additional grant funding was obtained; and

**WHEREAS**, at least through the date of this Agreement, the Parties have continued to operate under the Community Court ILA and desire to merge that agreement with this Agreement so that all court operations between the Parties will be governed by a single agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Bonney Lake and Sumner do hereby agree as follows:

**AGREEMENT:**

1. **Purpose.** The purpose of this Agreement is to provide for certain municipal court services by Bonney Lake to Sumner through the use of facilities, materials, and personnel of the Bonney Lake Municipal Court to the maximum extent permitted by law for the filing and processing of Sumner's civil, traffic or other infractions, criminal citations, impound hearings, drug forfeiture hearings and potentially dangerous/dangerous dog appeal



hearings and for operation of Community Court for each Party; to set forth fees to be paid by Sumner; and to specify the responsibilities of Bonney Lake and Sumner respectively for such municipal court services.

2. **Administration.** The Bonney Lake Judicial Branch Administrator shall be responsible for the administration of this Agreement and the supervision of all court staff and for all required documentation for operating a Community Court, including providing documents to the Administrative Offices of Courts (“AOC”). No joint acquisition, holding or disposal of real or personal property is contemplated hereunder. Notwithstanding the foregoing, either Party shall have the ability to contact AOC in writing for purposes of obtaining publicity consent as required by the then applicable AOC Grant Agreement.
3. **Filing and Assumption of Sumner Municipal Court Cases.**
  - 3.1. For purposes of this Agreement, a case filed in Bonney Lake Municipal Court originating in the jurisdiction of Sumner will be identified as a case of Sumner.
  - 3.2. **Archived Cases.** Sumner shall continue to be responsible for the storage and retention of all archived court cases prior to the transfer date and will be required to provide storage and retention of all archived court cases that were originally filed in Bonney Lake Municipal Court following termination of this Agreement under Section 13.
4. **Municipal and Community Court Services Performed by Bonney Lake.** As set forth in this Agreement, Bonney Lake shall provide municipal court facilities and services for the processing of Sumner Municipal Court cases in the same manner and at the same level as Bonney Lake provides for the same type of cases originating in Bonney Lake.
  - 4.1. **Court Staff.** Except as Sumner may elect hereafter, Sumner shall provide its, prosecuting attorney, domestic violence advocate, and public defender to handle Sumner cases in both the Municipal Court and in the Community Court. Bonney Lake shall provide all other court staff, including a joint presiding municipal court judge and judges pro tem, judicial specialists and a Judicial Branch Administrator, to process and adjudicate all criminal citations and civil citations filed by Sumner. Should the Parties and the joint judge choose to continue operating a Community Court program in both Bonney Lake and Sumner, and should the Administrative Office of Courts (AOC) continue to fully fund the Cities’ Community Court programs, Bonney Lake shall provide a Community Court Case Manager and other necessary Community Court staff to provide Community Court services to Sumner participants on the same basis as it provides to Bonney Lake Community Court participants as further outlined in Section 4.2, below. Bonney Lake will dedicate adequate staff to process Sumner cases, and the Judicial Branch Administrator will ensure that the judicial specialists are cross-trained and will assign judicial specialists such that Sumner cases will be managed and processed to the same level as Bonney Lake cases. By way of illustration and not by limitations, this “processing” shall

include the issuance of all summons, warrants, maintenance of court cases including timely and accurate calendaring and docketing, and processing of all fines and forfeitures for municipal court cases. Processing shall include filing, adjudication and penalty enforcement of all Sumner cases filed, or to be filed, including but not limited to the issuance of arrest warrants, setting motions and evidentiary hearings, discovery matters, bench, and jury trials, sentencing, post-trial motions, and the duties of the courts of limited jurisdiction regarding appeals. For purposes of this provision, “court case” shall mean any Sumner criminal filing, irrespective of whether it is processed through community court or standard court.

#### **4.2. Community Court.**

4.2.1 Staffing and Compensation. If the Parties and the joint judge desire to continue providing Community Court services in both Bonney Lake and Sumner, then the above staffing requirements will apply to Community Court staff. The hiring or contracting for the Community Court Case Manager and all other necessary staff shall be conducted in a way that allows Sumner to provide input on the selection of such staff, however, Bonney Lake shall retain the ultimate decision and the Community Court staff shall at all times be employees or contractors of the City of Bonney Lake. Both Bonney Lake and Sumner agree to, either separately or jointly (if allowed), apply for available AOC funding to support its Community Court program (to include each City’s percentage of the Community Court staff’s compensation) and if Sumner receives funding, Sumner agrees to compensate Bonney Lake for the provision of necessary and reimbursable Community Court services provided on a quarterly basis. Bonney Lake and Sumner each retain the option to cease operation of a Community Court program upon expiration of the prior AOC grant funding cycle, if either City is required to supplement the program with non-grant funds. Sumner will provide notice to Bonney Lake as soon as feasible upon learning that it will be required to supplement the Community Court from non-grant funds if it desires to cease Community Court operations. Following such notice, Sumner will have no further obligation to cover 30% of the Community Court staff’s compensation after the expiration of the then-current AOC grant funding cycle.

4.2.2 Monthly Performance and Remittance Reports. The Bonney Lake Court Administrator shall provide to Sumner copies of all deliverables, reporting, billing, and all written permission requests sent to AOC as required by any applicable AOC Grant Agreement, within 24 hours of said remittance to AOC.

4.2.3 Cost Categories. Bonney Lake agrees to review quarterly if any compensation and payment categories outlined in any applicable AOC Grant Agreement require adjustment.

4.2.4 Periodic Adjustments. Bonney Lake agrees to engage in no less than quarterly reviews of the functionality of the Community Court programs, including staffing and will discuss any relevant topics or needs for adjustments in administration or costs. Appropriate stakeholders from both Parties shall be invited to these quarterly meetings.

4.2.5 First Year of Community Court under Joint Judge. In the first six months of

this Agreement, during the period when both Community Courts are being combined, the Parties will work cooperatively to ensure that the billings for these services reflect the Parties' costs and are equitable.

- 4.3. **Probation.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner.
- 4.4. **Equipment and Facilities.** Bonney Lake shall provide all necessary equipment, including copiers, computers, software, printers, dependable wi-fi access, and other equipment, necessary to perform the foregoing described municipal court services in a timely manner as required by laws and court rule. Bonney Lake shall provide the use of the Bonney Lake courtroom and all office space necessary for the processing of municipal cases. If Sumner requests dedicated office space in addition to what it utilizes as of the date of this Agreement) and Bonney Lake provides such additional dedicated office space, Sumner agrees to pay the annual fair market rent for such office space in addition to any other fees set forth herein. For purposes of this Agreement, Sumner court personnel currently utilize one (1) judge chambers, one (1) cubicle for community court service providers and one (1) public defender office *only* during Sumner's standing court or trial days in addition to other shared spaces such as: the jury deliberation/meeting room and the shared meeting space in/near the judicial specialists. However, with the use of a joint judge, the Parties anticipate that the judge chambers and the community court cubicle will no longer be needed by Sumner. During the Initial Term of this Agreement, or any subsequent term, Bonney Lake may repurpose any office or communal space no longer utilized by Sumner Court personnel.
- 4.5. **Court Security.** Bonney Lake shall provide all necessary security for the courtroom, including an armed bailiff with the ability and commission authority to take out-of-custody defendants into custody when ordered by the court. This shall not, however, include security or supervision specifically for defendants that are present in the courtroom and are in the otherwise active custody of any law enforcement agency, prison, or jail in which case Sumner is required to provide transportation, security and supervision for its in-custody docket defendants while in court.
- 4.6. **Supplies and Forms.** Bonney Lake shall provide for all forms and paperwork necessary for processing Sumner Municipal Court cases. By way of illustration and not limitation, these include case setting forms, infraction hearing forms, criminal hearing forms, warrants, and general office supplies.
- 4.7. **Court Mandated Payments.** Bonney Lake shall accept and track court mandated payments in criminal and infraction cases and bail or other forfeitures for Sumner Municipal Court and deliver these payments to Sumner on a monthly basis. The use of a collection agency by Bonney Lake to collect court-mandated payments is

specifically permitted.

- 4.8. **Monthly Performance and Remittance Reports.** Bonney Lake shall provide to Sumner a monthly caseload and remittance report. The caseload report shall include the following information: filings by case type; dismissals; number and type of hearings; trial settings and type of trial set; number of cases (by broad case type) disposed during reporting period; number of deferred prosecutions/diversions; appeals to superior court; and total revenue. The remittance report shall include a breakdown by case categories of revenue received.
- 4.9. **Judge.** Prior to the effective date of this Agreement, Bonney Lake and Sumner agree to coordinate on the recruitment of one full-time presiding judicial officer to serve as the presiding municipal court judge for both Bonney Lake and Sumner Municipal Courts. The joint Judge shall be chosen through a Request for Qualifications process and a review/hiring board comprised of no less than three employees from each city, but Bonney Lake shall retain the ultimate hiring decision and the judge shall at all times be an employee of the City of Bonney Lake, provided, however, that since the judge will technically be a part-time judge for each respective municipal court, RCW 3.50.055 does not apply. The Parties agree to meet no less than annually, during the Term of this Agreement, to review the performance of the joint judge and determine whether the Parties jointly wish to renew the previously appointed judge or recruit for a new joint judicial officer. For so long as the Parties share one a judge, the joint judge shall be separately appointed by each city's Mayor and confirmed by each city's City Council. The Judge's total cost of compensation (benefits, training, travel, memberships and all similar costs) shall be paid by the Parties as follows: 30% to Sumner and 70% to Bonney Lake. The percentage cost share is consistent with the proportional share of the Annual Service Fee paid by Sumner.

Sumner may, at any time during the Term of this Agreement, but subject to written notice to Bonney Lake of no less than 90 days prior to the expiration of the joint judge's appointment, choose to appoint a judge other than the Bonney Lake Municipal Court Judge. Sumner agrees to consult with and consider input from the Bonney Lake City Administrator and Bonney Lake Court Administrator during the selection and appointment process of a different Sumner Municipal Court Judge. In the event the Parties no longer appoint a joint judge, Sumner's Annual Service Fee shall be reduced to remove Sumner's cost share of the Judge's total cost of compensation, accordingly, as these will be costs paid directly to the Sumner judge by the City of Sumner.

- 4.10. **Judges Pro Tem.** The joint judge shall appoint one or more judges pro tem to serve as pro tem judges in both Bonney Lake and Sumner Municipal Courts, and said pro tem judges shall remain employees or professional service providers of the City of Bonney Lake. When a pro tem judge covers a Sumner court calendar or case, Sumner shall pay 100% of any costs associated with a Judge pro tem, and such costs shall be

separately invoiced to the City of Sumner in the quarter in which the coverage occurred.

5. **Sumner Duties and Costs.** The following municipal court duties and costs shall be the responsibility of the City of Sumner:

5.1. **Warrants.** Whenever Sumner executes a warrant, Sumner shall contact the Bonney Lake Municipal Court and make a return of the warrant as soon as possible.

5.2. **Jail Costs.** Sumner shall be responsible for incarceration arrangements for its defendants and costs for such incarceration, including reimbursement of medical providers as required by RCW 70.48.130 for all Sumner defendants. Sumner shall be responsible for prisoner transports to and from Bonney Lake Municipal Court.

5.3. **Appeals.**

A. In the event that Sumner determines to appeal a case on behalf of the City of Sumner, Sumner will be responsible for the entire appeal process, including the fee to file a notice of appeal and the costs for preparing and/or copying any court recordings, and for the Sumner City Attorney to handle the case. Sumner shall be responsible for Public Defender costs on RALJ Appeals and the costs for transcribing the recordings of the hearings.

B. If a defendant files an appeal on a Sumner case, Bonney Lake will prepare the case for the appeal and the Sumner Prosecutor will be the Attorney of Record on the Appeal. Bonney Lake shall notify the superior court that an appeal has been filed and prepare the case record. Sumner will be charged the fee to file a notice of appeal and the cost for preparing and/or copying any court recordings. Sumner shall be responsible for Public Defender costs on a RALJ Appeal and shall be responsible for the costs for transcribing the recordings of the hearings.

5.4. **Witness Fees.** Sumner shall pay all fees for witnesses requested by the prosecutor or public defender in Sumner Municipal Court cases.

5.5. **Jury Fees.** Sumner shall be responsible for paying all jury fees for Sumner Municipal Court cases. Upon completion of a jury trial, Bonney Lake shall forward all relevant juror information to Sumner to pay the jurors. Jurors shall be paid the current established rate (presently \$10 per day plus round-trip mileage paid at the state per diem. For Sumner jury trials, Bonney Lake will request a random list of jurors from Pierce County Superior Court. There is currently no charge to receive this list; however, should a charge be implemented, Sumner shall cover the charge. Bonney Lake shall summon the jurors and select jurors from the Sumner zip code and possibly neighboring zip codes if needed).

5.6. **Interpreter Services.** Sumner shall separately pay for all language interpretation

services required for defendants in Sumner Municipal Court cases. These fees shall be billed to Sumner by Bonney Lake quarterly.

- 5.7. **Video hearings.** When requested by Sumner, Bonney Lake shall make arrangements to accommodate video hearing services for any Sumner matter, and such service shall be included in the Annual Service Fee.
- 5.8. **Public Defender Services.** Sumner will provide its own public defender and conflict public defender services. If during the Term of this agreement Sumner requests to contract for Public Defender Services with Bonney Lake, and Bonney Lake has the capacity to provide public defender services to Sumner, then Sumner will pay the per case fee as outlined in the current (at time of such a request) Bonney Lake public defender contract plus any additional costs for expert witnesses, or for subsequent appeals as outlined in Section 5.3.
- A. Services shall include all those outlined in the Bonney Lake Public Defender services contract, including any and all additional public defense services provided to Bonney Lake defendants.
- B. In addition to the per case fee, Sumner shall pay for the following public defender case expenses when reasonably incurred and approved by the Municipal Court from funds available for that purpose:
1. **Discovery.** Discovery shall be provided in accordance with law and court rule by the City Prosecutor. For post-conviction relief cases, discovery includes the cost to obtain a copy of the defense, prosecuting attorney making this charge or court files pertaining to the underlying case;
  2. **Non-Routine Expenses.** Non-routine expenses requested by the Public Defender and preauthorized by order of the Municipal Court. Unless the services are performed by the Public Defender's staff or subcontractors, non-routine expenses include, but are not limited to: medical and psychiatric evaluations; expert witness fees and expenses; interpreters for languages not commonly spoken in the City or interpreters for services other than attorney/client communication; polygraph, forensic and other scientific tests; computerized legal research; investigation expenses; and any other non-routine expenses the Municipal Court finds necessary and proper for the investigation, preparation, and presentation of a case.
  3. **Lay Witness Fees.** Lay witness fees and mileage incurred in bringing defense witnesses to court, but not including salary or expenses of law enforcement officers required to accompany incarcerated witnesses;
  4. **Copying Clients' Files.** The cost, if it exceeds \$25, of providing one copy of a client's or former client's case file upon client's or client's appellate, post-



conviction relief or habeas corpus public defender's request, or at the request of counsel appointed to represent the client when the client has been granted a new trial;

5. **Additional Copying.** Copying Direct Appeal Transcripts for RALJ Appeals. The cost, if it exceeds \$25, of making copies of direct appeal transcripts for representation in post-conviction relief cases. Public defender is limited to no more than two copies;
6. **Records.** Medical, school, birth, DMV, and other similar records, and 911 and emergency communication recordings and logs, when the cost of an individual item does not exceed \$75;
7. **Process Service.** The cost for the service of a subpoena as long as the rate per location is reasonable and customary.
8. **Miscellaneous.** Any necessary costs that the city shall pay as ordered by the appeals court.

5.9. **Transport Services.** Sumner shall be responsible for transporting Sumner defendants back and forth between jail and Municipal Court.

## 6. **Compensation.**

- 6.1. **Annual Service Fee.** Sumner shall compensate Bonney Lake for the provision of municipal court services through an Annual Service Fee, paid quarterly. The Annual Fee shall represent Sumner's proportionate use of the Bonney Lake Court services, including court capital expenses and courtroom security expenses but excluding the services set forth below. The Annual Fee shall be calculated based upon the adopted Bonney Lake Court and Bonney Lake Police budgets and other budgeted amounts that provide services as part of this Agreement, except for separate charges as provided in this Agreement. The fourth quarter billing shall include an annual reconciliation to account for actual expenditures versus budgeted expenditures.

The Annual Service Fee shall be based on assigned courtroom time plus additional time for work that occurs outside of the courtroom. As of this Agreement the current courtroom time is as follows: 1 day (29%) to Sumner and 2.5 days (71%) to Bonney Lake, however, due to other services that occur outside of the court days, the Parties agree that Sumner's proportionate share as a percentage shall be thirty-percent (30%) of the operations costs. For 2026, Sumner's proportionate share is \$449,651. Bonney Lake will provide Sumner with updated budget numbers whenever the budget impacting this Agreement is adopted or amended. Neither the Annual Service Fee nor the separate charges will be amended more often than once annually to reflect such changes in the Bonney Lake budget.

The Annual Service Fee specifically excludes interpreter, Community Court, and probation costs, and other contemplated services like Prosecution and Public Defender which are subject to additional costs as outlined herein.

- 6.2. **Community Court Service Fee.** The Community Court costs shall be paid separately from the Annual Fee. Such costs shall be paid by Sumner quarterly. Sumner's proportionate share as a percentage shall be thirty-percent (30%) of the Community Court's operations costs.
- 6.3. **Prosecution Services.** If either City elects to utilize the other's prosecution services for more than three consecutive court days, the City utilizing the service shall pay the daily rate, based on a pro-rated month, which is equal to the then-current prosecution contract between Bonney Lake and the attorneys serving as the Bonney Lake prosecutor.
- 6.4. **Probation Services.** Bonney Lake shall provide probation services for Sumner cases, including a reasonably proportionate share of community service work to be performed in Sumner in coordination with the City of Sumner, at a per case fee of \$600.00. Bonney Lake shall invoice Sumner for probation services on a quarterly basis.
- 6.5. **Court Security.** Bonney Lake shall provide a Bonney Lake CSO or Law Enforcement Officer for court security for each Sumner courtroom day. Sumner shall pay thirty percent (30%) of the overall court security costs, and such payment shall be invoiced as part of the Annual Service Fee.
7. **Adjustment to Cover Mandates or Additional Requirements.** In the event that the Bonney Lake Municipal Court's duties and accompanying costs under this Agreement are expanded or increased, the Parties agree that Bonney Lake will provide written notice to Sumner regarding the increase in the fees or a supplemental fee to cover the costs for the change at least thirty (30) days prior to such change taking effect. This adjustment is different than the Annual Fee adjustment as it is based on external cost increases that are outside the control of either Party.
8. **Periodic Adjustments.**
  - 8.1 **Fees.** Biennially, during the Term of this Agreement, the Parties shall meet to review the Annual Service Fee, Community Court Service Fee, and any proposed staffing or service changes proposed by Bonney Lake. Any proposed increase that would cause Sumner's Annual Service Fee or Community Court Service Fee to increase by more than 10% over the prior year will require Bonney Lake to provide Sumner with a minimum of 180 days' advance written notice for the amounts over 10%, unless otherwise agreed by Sumner.
  - 8.2 **Services.** Quarterly, during the Term of this Agreement, appropriate City staff from both Bonney Lake and Sumner shall meet to discuss the services and staffing being



provided hereunder, and agree to collectively work towards the timely resolution of any matters that may arise.

9. **Court Calendar.** Sumner shall have a standing court day every Thursday. If Thursday is a legal holiday, Sumner's court day shall be moved to Tuesday of that week. The City Administrator for each Party shall meet periodically with the Judicial Branch Administrator to discuss any calendaring issue ahead of time, and to establish any special calendar days, in order to ensure the smooth operation of the courts for each Party. In addition, if Sumner and Bonney Lake have the same judge, both Sumner and Bonney Lake "first appearance" cases and any other necessary emergency hearing may be worked into the other Party's court day, subject to the availability of that city's prosecutor and public defender, without any additional service fees, to ensure the timely processing of any in-custody defendants.
10. **Disbursal of Local Court Revenues to Sumner.** Pursuant to RCW 3.62.070 and RCW 39.24.180, Sumner shall receive one hundred percent (100%) of Local Court Revenues from Sumner Municipal Court cases to include NSF returned check fees, and monitoring fees (bench probation/SOC monitoring) and restitution or reimbursement to Sumner excluding crime victims, or other restitution as may be awarded by a judge. Local Court Revenues include all fines, forfeited bail, penalties, court costs, recoupment and parking ticket payments derived from Sumner Municipal Court cases after payment of any and all assessments required by state law thereon. Sumner shall reimburse Bonney Lake for Active Probation Costs and cost for copies and or fees for copies of recordings.
11. **Payment of State and County Assessments.** Sumner shall be responsible for paying to the State of Washington and Pierce County all amounts due and owed to the State and County relating to Sumner Municipal Court cases filed at Bonney Municipal Court out of the gross revenues received from Bonney Lake for the Sumner Municipal Court cases.
12. **Duration.** The initial term of this Agreement shall commence January 1, 2026, and shall expire on December 31, 2028 (the "Initial Term"). The Duration of the Agreement shall thereafter automatically renew for successive two (2) year terms (collectively the "Term") unless terminated earlier by either party pursuant to Section 13 of this Agreement.
13. **Termination.** Either Party shall have the right to terminate this Agreement with or without cause at any time during the term of this Agreement, including the initial term, by providing written notice of intention to terminate at least eighteen months (18 months) prior to expiration of this Agreement or any renewal thereof except as provided in this Section. If the Agreement is terminated by either Party, the Parties agree to work cooperatively together to ensure the orderly transition of all Sumner cases from Bonney Lake Municipal Court to the new venue. The Parties intend that upon termination, no cases nor court records will remain at the Bonney Lake Municipal Court. If Sumner does leave cases behind following termination, then Sumner agrees to continue payment of the Annual Fee and other fees in accordance with this Agreement based on the then-applicable percentage of services utilized by the cases left at Bonney Lake Municipal Court. Such agreement may

not be terminated until such time as there are no cases or records at Bonney Lake Municipal Court.

14. **Recording.** Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Pierce County Department of Records upon full execution, or, in lieu of recording, published electronically on the website of both Parties.
15. **Indemnity.** Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of or in connection with the performance of this Agreement, to the extent of each Party's own negligence. Said indemnification shall also be applicable to intentional acts or omissions of each Party's officers, officials, employees or volunteers. The Parties agree that their obligations under this paragraph extend to claims made against one Party by the other Party's own employees or agents. Each Party shall defend, indemnify and hold the other Party, its officials, officers, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorneys' and expert witness fees, arising out of the existence or effect of the ordinance, rules or regulations, policies or procedures of each respective Party. If any cause, claim, suit, action or administrative proceeding is commenced challenging the enforceability or validity of the ordinance, rule, regulation, policy or procedure of a Party hereto, that Party alone shall defend the same at its sole expense, and shall satisfy a judgment entered on the same, including all chargeable costs and attorneys' fees. For the purpose of this indemnification only, the Parties, by mutual negotiation, hereby waive, as respects the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. This section shall survive the expiration or termination of this Agreement. No obligation shall exist to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement.
16. **Dispute Resolution.** It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions at the staff level. In the event disputes cannot be resolved informally at the staff level, resolution shall be sought by the designated representatives of each city and if unsuccessful, then the Parties agree to submit the dispute to non-binding mediation/dispute resolution. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence, including appeal fees and costs.

If the Parties are unable to resolve the dispute with information procedures or mediation, then either Party may request binding arbitration in accordance with Chapter 3.50 RCW and Chapter 7.04A RCW. Each Party shall bear its own expenses but shall pay one-half of the arbitration fees. The Parties agree to cooperate in selecting an arbitrator by exchanging lists or proposed arbitrators and working towards a joint selection. If the Parties cannot agree on a single arbitrator, then arbitration shall be by panel with each Party appointing

an arbitrator and the two arbitrators selecting the third arbitrator. Such appointments shall be consistent with RCW 7.04A.110.

17. **Employment.** No employee or agent of Bonney Lake shall be deemed to be an employee or agent of Sumner as a result of this Agreement. All employees of the Bonney Lake Municipal Court are Bonney Lake employees. No employee or agent of Sumner shall be deemed to be an employee or agent of Bonney Lake as a result of this Agreement. None of the benefits provided by the Parties to their employees or agents, including, but not limited to, compensation, insurance, and unemployment insurance shall be available to employees or agents of the other Party.
18. **Notice.** Any notices required to be given under the Agreement shall be deemed sufficient if in writing and delivered personally or sent via certified mail to the following Parties at the following addresses:
- |                        |                   |
|------------------------|-------------------|
| <b>To Bonney Lake:</b> | <b>To Sumner:</b> |
| City of Bonney Lake    | City of Sumner    |
| Mayor                  | Mayor             |
| 9002 Main St. E.       | 1104 Maple Street |
| Bonney Lake, WA 98391  | Sumner, WA 98390  |
19. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington, and venue for any action shall lie in Pierce County Superior Court.
20. **Insurance.** Each Party to this Agreement shall maintain auto, general, errors and omissions, and employment practices liability insurance at least equivalent to the minimum coverage provided through the Washington Cities Insurance Authority (WCIA). Such insurance coverage shall be maintained during the entire term of this Agreement and all extensions thereto.
21. **Non-Assignability.** The rights, duties, and obligations of either Party to this Agreement shall not be assignable. This provision does not apply to collection services.
22. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
23. **Termination of Community Court Interlocal Agreement.** The Parties have consolidated the Community Court Interlocal Agreement into this Court Services Agreement and therefore, by approving and executing this Agreement, the Parties intend to terminate the Community Court Interlocal Agreement as of the effective date of this Agreement.

24. **Entire Agreement.** The entire agreement between the Parties with respect to the subject matter hereunder is contained in this Agreement. Amendments may be made at any time during the Term of this Agreement, but no amendments to this Agreement shall be binding upon the Parties unless such amendment is in writing and executed by the duly authorized representatives of all the Parties, provided that if the Parties agree a modification is minor and does not substantively alter the Agreement to a significant degree, each Party's City Administrator may approve the change. By way of example, the exclusion or implementation of Community Court grants would be considered a minor modification that can be implemented by the City Administrators. The written provisions and terms of this Agreement shall supersede all prior statements of any officer or other representative of the Parties, and such prior statements shall not alter this Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date and year set forth below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF BONNEY LAKE**

**CITY OF SUMNER**

\_\_\_\_\_  
Terry Carter, Mayor

\_\_\_\_\_  
Kathy Hayden, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Jason Wilson, City Administrator

Date: \_\_\_\_\_

**ATTEST**

**ATTEST**

\_\_\_\_\_  
Sadie A. Schaneman, MMC  
City Clerk

\_\_\_\_\_  
Michelle Converse  
City Clerk

**APPROVED AS TO FORM**

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Jennifer S. Robertson, City Attorney

**APPROVED AS TO FORM**

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Andrea Marquez, City Attorney