



BUCKLEY CITY COUNCIL AGENDA

Tuesday, June 24, 2025, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #04-25, Next Resolution #25-04, Next Agenda Bill #25-026

Or Via Zoom:

<https://us02web.zoom.us/j/83366597529?pwd=N2hMTmh5eEZ4TGpJd2dpbFp0cnkvdz09>

Call-in Number: 253-215-8782

Meeting ID: 833 6659 7529 Meeting Passcode: 863441

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll call
3. Agenda Modifications
4. Announcements, Appointments and Presentations

B. PUBLIC COMMENTS - *Time Limit of Three Minutes* (Citizens wishing to speak are Encouraged to sign up at City Hall by Wednesday prior to the Council Meeting)

- Ida Marge Guild (included with packet)

C. COMMITTEE REPORTS

- | | |
|--|---------|
| 1. Mayor's Report | Burkett |
| 2. Admin/Finance/Public Safety Committee | Smith |
| 3. Planning Commission | Arsanto |

D. CONSENT AGENDA

- a. Approve Minutes of January 7, 2025, City Council Study Session

E. REGULAR AGENDA

1. PUBLIC HEARINGS

- a. Comprehensive Plan
- b. 2026-2031 Six-Year Transportation Improvement Plan

2. RESOLUTIONS

- a. RES No. 25-___: Adopting the 2026-2031 Six-Year Transportation Improvement Plan

3. NEW BUSINESS

- a. Consultant Services Agreement – Todd Davis, M.D.
- b. Mutual Aid Agreement – Mount Rainier National Park

F. STAFF REPORTS

1. Parks & Recreation Update
2. City Administrator Update

G. PUBLIC COMMENTS - *Time Limit of Three Minutes*

H. COUNCIL MEMBER COMMENTS & GOOD OF THE ORDER

I. ADJOURNMENT

B. PUBLIC COMMENTS

Ida Marge Guild
Buckley, Washington

Date: June 2025

To: Beau Burkett, Buckley Mayor;
Courtney Brunell, Buckley City Administrator;
Erin Snodgrass, Parks and Recreation Director;
Buckley City Council

Re: Buckley Hall Rental

This is the 69th year that Ida Marge Guild has held its annual Country Store Bazaar in Buckley. For the past 17 years it has been held at the Buckley Hall along with our Holiday Bazaar in November. The Ida Marge Guild of the Mary Bridge Brigade is a 501(c3) non-profit, charitable organization supporting Mary Bridge Children's Hospital and Health Center in Tacoma, WA.

Our guild members came before the city council in May of 2023 to ask for some relief from the new rental rates for the Buckley Hall. Although the council was not able to adjust the rates at that time, one council member, Ron Smith, offered to pay the costs of the hall for one event and Jim Arsanto, retired police chief, offered to do the same. The Buckley Law Enforcement Association also gave us money to cover 2 more events! Our guild very much appreciated those donations! However, we are now faced with coming up with the funds ourselves for our bazaar in November.

As a small, local non-profit it is very difficult for us to pay the current hall rental fee. Therefore, our guild is asking for an adjustment in rates.

We are requesting:

#1- waving the damage deposit (We are covered with liability insurance through the Mary Bridge Brigade)

#2- Friday set up fee at \$10/hour instead of \$50/hour.

We are considering moving our bazaar to a Saturday for the first time. The dates we are considering are Friday, November 14th (for set up) and Saturday, November 15th, of 2025, for the sale.

We hope that you will consider our request. The support of our community encourages us to continue supporting the children of Mary Bridge.

Thank you for your consideration,

Heather Cavelti
President, Ida Marge Guild of Buckley
(253) 678-1500

C. COMMITTEE REPORTS

D. CONSENT AGENDA

**CITY COUNCIL
STUDY SESSION
January 7, 2025**

ATTENDEES: Council members Bender (via Zoom), Green, Smith, Arsanto, Burbank, Anderson and Bergerson.

Also in attendance were: Mayor Burkett, City Administrator Brunell, Senior Planner Farnsworth, Public Services Director Banks, Fire Chief Skogen, Police Records Clerk Burkett and Deputy City Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:06 PM.

Review of CLG Ordinance:

City Administrator Brunell spoke to the Council that as part of the 2024 work plan, the Citizen's Advisory Commission has worked on guidelines that include drafting a Historic Preservation Ordinance. Based on the Commissions feedback several updates have been made. Key updates include expanded definitions, revised nomination procedures, certificate of appropriateness process, appeal process and zoning relief provisions. The Council gave their input on what they would like to see.

Review of Board & Commission Workplans:

City Administrator Brunell and Senior Planner Farnsworth let the Council know this is an opportunity to review 2025 work plans and meeting dates for Senior Citizen Advisory Commission, Citizen Advisory Commission and Planning Commission.

Review of Council Committee and Liaison appointments:

Council liaison opportunities include Planning Commission, Senior Advisory Commission, Citizens Advisory Commission, Economic Development (BDA & Chamber of Commerce), Regional meetings (PSRC & PCRC), and Lodging Tax Advisory Commission. The Council members are actively present at citizen committee meetings, and this change has strengthened communication, improved transparency, and positive feedback from the community. The Council updated what they have discussed at their liaison meetings.

Annual Review of 2022 Adopted Council Goals & Priority Projects:

City Administrator Brunell went over the progress of Councils long term goals established at the 2023 City Council retreat, assess remaining priorities, and discuss potential revisions to reflect evolving community needs and priorities. The memo and update from Ms. Brunell gave a summary of the status of completed projects, ongoing/in-progress projects and projects not yet started. The Council reviewed the remaining projects, evaluated the relevance of these projects considering current needs and priorities and discussed if any key priority projects are missing.

Review of Park Impact Fees:

Will be brought forward to February City Council Study Session.

City Council Comments:

Council member Bergerson was happy that the community had positive feedback regarding the flag being back up at City Hall during the remodel.

With nothing further, the Study Session was adjourned at 6:47 PM.

City Administrator

Mayor

Prepared by: Jessica Clark, Deputy City Clerk

DRAFT

D. REGULAR AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Public Hearing: Comprehensive Plan	Agenda Date: June 24, 2025		AB25-027
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
Cost Impact: N/A	Parks & Recreation		
Fund Source: N/A	Building & Planning		
Timeline: N/A	Police Dept		
	Municipal Court		
	PW/Utilities		
Staff Contact: Director Banks			
Attachments: Public Hearing Notice			
SUMMARY STATEMENT: This is a second Public Hearing on the Comprehensive Plan updates.			
COMMITTEE REVIEW AND RECOMMENDATION: N/A			
RECOMMENDED ACTION: Public Hearing Only			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



CITY OF BUCKLEY NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN of a public hearing on the adoption of the periodic update to the Comprehensive Plan.

The periodic comprehensive plan update is a required long-term planning document that outlines the vision for the future of Buckley.

The Buckley City Council will conduct a public hearing on the Comprehensive Plan. **The hearing will start shortly after 6:00 pm (during the regularly scheduled Council meeting) on Tuesday, June 24, 2025, at 811 Main Street, Buckley, WA 98321.** The amendments can be viewed here: <https://www.cityofbuckley.com/261/Comprehensive-Plan>

The public is invited to attend the hearing and all interested persons may provide oral or written comments or testimony at the hearing.

The City will accept written public comment until 4 pm the day prior to the hearing. Comments shall be delivered to City Hall located at 811 Main Street, emailed to tzumek@cityofbuckley.com or mailed to PO Box 1960, Buckley, WA 98321. Copies, staff report, and all documents and evidence relied upon are available for examination and inspection, at no cost, in the Buckley Building and Planning Office located office at 240 S River Ave, Buckley, WA 98321. Requests for information may be directed to Chris Farnsworth, Senior Planner and the City's point of contact at 360.761.7819 or cfarnsworth@cityofbuckley.com.



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Public Hearing: 2026-2031 STIP	Agenda Date: June 24, 2025		AB25-028
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		X
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
	Community Services		
	Planning Dept		
Fiscal Impact: NA	Police Dept		
Fund Source: NA	Municipal Court		
Timeline: NA	PW/Utilities	X	
Staff Contact: Public Services Director, Chris Banks or City Engineer, Dominic Miller			
Attachments: Public Hearing Notice			
<p>SUMMARY STATEMENT: This is a public hearing on the 2026-2031 Six Year Transportation Improvement Plan. The STIP identifies and prioritizes transportation projects throughout the city.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Development Services Meeting 5/13/25			
RECOMMENDED ACTION: Public Hearing Only			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	



City of Buckley

P.O. Box 1960 ♦ Buckley, WA 98321 ♦ (360) 829-1921 ext. 7801

NOTICE OF PUBLIC HEARING CITY COUNCIL ADOPTING THE 2026-2031 SIX-YEAR TRANSPORTATION IMPROVEMENT PLAN

NOTICE IS HEREBY GIVEN that the Buckley City Council has scheduled a Public Hearing shortly after 6:00 PM on **Tuesday, June 24, 2025**, at the Buckley Multipurpose Building at 811 Main Street, Buckley. The purpose of the Public Hearing is to solicit public input and comment from interested individuals or groups on the adoption of the City's 2026-2031 Six-Year Transportation Improvement Plan (STIP).

Each person wishing to speak at this Public Hearing will take the podium, clearly state their name and full address for the record, and will be allowed three (3) minutes in which to voice their comments and/or concerns on the matter at hand. Speakers are asked to avoid repetitious or irrelevant comments, and personal attacks will not be tolerated. **Questions will not be taken at this time.** If you have questions, please contact the City as indicated below, in advance of the Public Hearing.

Buckley does not discriminate on the basis of disabilities. If you need special accommodation, please contact City Hall within three business days prior to the Public Hearing at 360-761-7801.

Comments may be presented orally at the Public Hearing or be submitted in writing to the City of Buckley, PO Box 1960, Buckley, WA 98321, or by email to: city@cityofbuckley.com, prior to 5:00 PM on Monday, **June 23, 2025**. Copies of the proposed draft 2026-2031 STIP being considered will be available at City Hall on Wednesday, June 4, 2025. **Questions may be answered by contacting City staff at 360-761-7801.**

DATED this 5th day of June 2025.

Posted: June 5, 2023

Published: June 11, 2025



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION				
SUBJECT:		Agenda Date: June 10, 2025		
RES No.25- ____ Adopting the 2026-2031 Six Year Transportation Improvement Plan (STIP) Fiscal Impact: NA Fund Source: NA Timeline: NA		AB25-029		
		Department/Committee/Individual	Created	Reviewed
		Mayor		X
		City Administrator		X
		City Attorney		X
		City Engineer		X
		City Clerk		X
		Finance Dept		
		Building Official		
		Fire Dept		
		Community Services		
		Planning Dept		
		Police Dept		
		Municipal Court		
	PW/Utilities	X		
Staff Contact: Chris Banks or Dom Miller				
Attachments: Resolution w/Exhibit				
SUMMARY STATEMENT: Annual updates to our Six-Year Transportation Improvement Plan for 2026-2031. The plan adjusts funding and project implementation timelines and adjusts for completed and changes to projects.				
COMMITTEE REVIEW AND RECOMMENDATION: Development Services Committee 5/13/25				
RECOMMENDED ACTION: Move to Approve Resolution No. 25-04 Adopting the 2026-2031 Six Year Transportation Improvement Plan.				
RECORD OF COUNCIL ACTION				
Meeting Date	Action	Vote		

CITY OF BUCKLEY, WASHINGTON

RESOLUTION NO. 25-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, PIERCE COUNTY,
WASHINGTON UPDATING THE SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM
(STIP)**

WHEREAS, for the City to be eligible for certain governmental monies for street improvements, it is required to have a Six-Year Street Transportation Improvement Program; and

WHEREAS, State law requires an annual update of the Six-Year Transportation Improvement Program; and

WHEREAS, on June 24, 2025, a Public Hearing was held to allow the public to consider said Six-Year Transportation Improvement Program and changes thereto;

NOW THEREFORE BE IT RESOLVED by the Buckley City Council, City of Buckley, Pierce County, Washington that the 2026 to 2031 Six-Year Transportation Improvement Program attached hereto and by reference incorporated herein is hereby approved by the City Council for the City of Buckley.

BE IT FURTHER RESOLVED, that the attached 2026 to 2031 Six-Year Transportation Improvement Program shall be transmitted to the Department of Transportation as required by State Law.

Introduced, passed and approved this 24th day of June 2025.

Beau Burkett, Mayor

ATTEST:

Trevia Percival, City Clerk

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Posted: _____

EXHIBIT A

2026 - 2031 Six Year Transportation Improvement Plan (STIP)

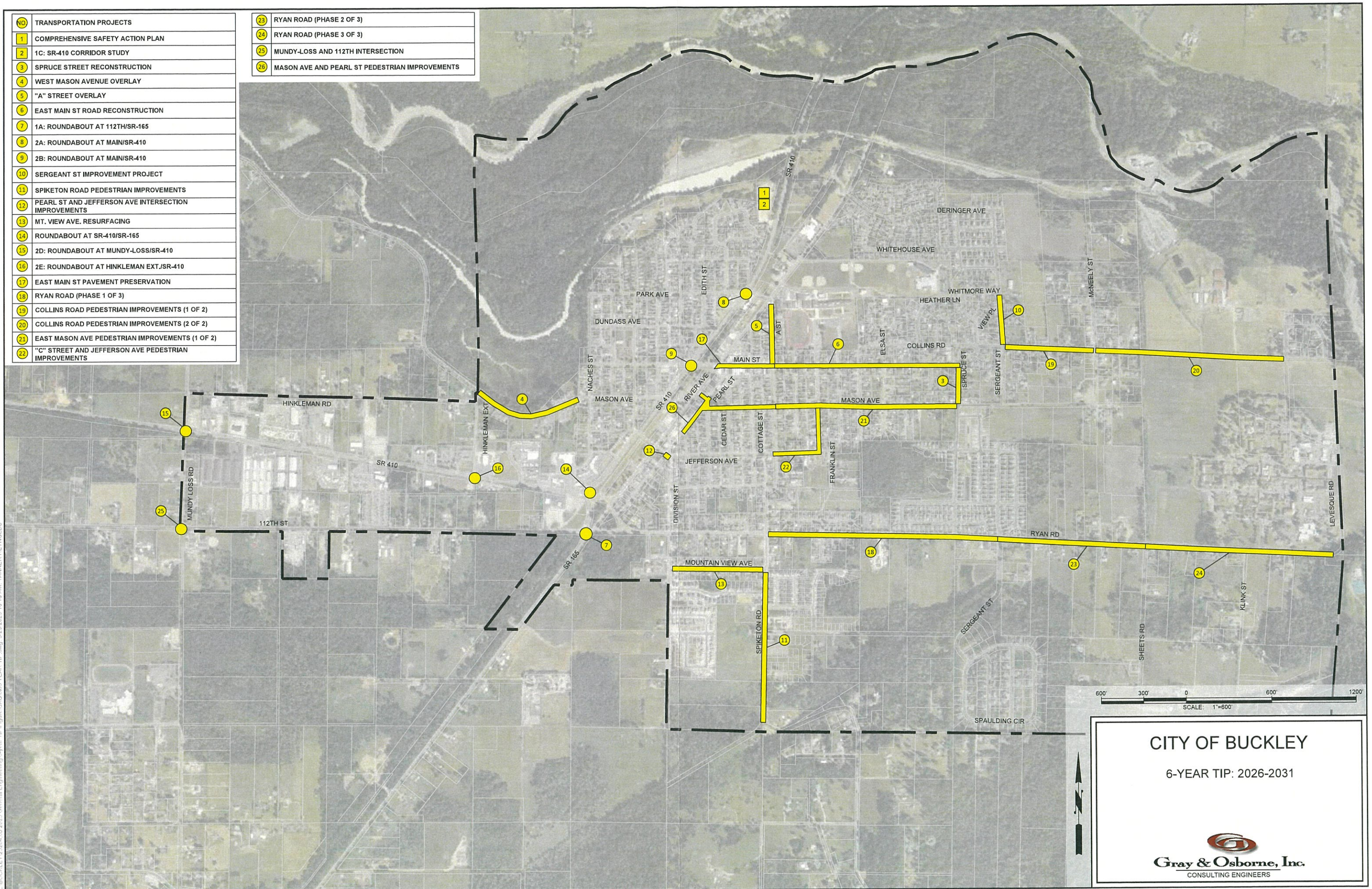
Priority	Project	Location/Segment	Length (ft)	2025 Est Project Cost	Funding Source	Est Project Date	Project Scope
1	Comprehensive Safety Action Plan	Citywide	N/A	\$250,000	SS4A	2025 - 2026	Develop strategy for improvements to promote safety for all roadway users with a focus on reducing pedestrian crashes, reducing fatal and serious injury crashes, and lowering vehicular operating speeds.
2	1C: SR-410 Corridor Study	West City Limits to North City Limits	13,000	\$245,000	WSDOT	2025 - 2026	Examine existing condition, recommend improvements, and prepare design concept alternatives for the various segments of SR-410 and its major intersections.
3	Spruce Street Resonstruction	Mason Ave to Main Street	580	\$1,365,000	Local (PCR 72)	2025	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
4	West Mason Avenue Overlay	Naches Street to Hinkleman Extension	1,700	\$450,000	TIB (APP) & Local	2025	Reconstruct with overlay and install curb ramp improvements.
5	"A" Street Overlay	Main Street to Park Ave	900	\$380,000	IB (APP) & Local (PCR 6)	2026	Reconstruct/rehabilitate, grind, replace water, stormwater drainage and underground power, install curb and gutter, sidewalk w/ ADA improvements, landscape amenities, lighting and repave.
6	East Main St Road Reconstruction	A Street to Spruce Street	2,600	\$2,334,000	TIB (APP) & Local	2026	Reconstruct with overlay and replace curb ramps along road segment. Replace water main.
7	1A: Roundabout at 112th/SR-165	Intersection of 112th Street and SR-165	N/A	\$1,478,000	TIB (UAP), WSDOT, SS4A	2027	Construct single-lane roundabout, installation of curb, gutter, sidewalk w/ ADA improvements, splitter islands, utility adjustment, storm drainage, channelization, signing, street lighting, and surface restoration.
8	2A: Roundabout at Park/SR-410	Intersection of Park Avenue and SR-410	N/A	\$4,834,000	PSRC, SS4A, Local	2027	Replace existing traffic signal with single-lane roundabout, installation of curb, gutter, sidewalk w/ ADA improvements, splitter islands, utility adjustment, storm drainage, channelization, signing, street lighting, and surface restoration.
9	2B: Roundabout at Main/SR-410	Intersection of Main Street and SR-410	N/A	\$4,834,000	PSRC, SS4A, Local	2027	Replace existing traffic signal with single-lane roundabout, installation of curb, gutter, sidewalk w/ ADA improvements, splitter islands, utility adjustment, storm drainage, channelization, signing, street lighting, and surface restoration.
10	Sergeant St Improvement Project	Collins Road to Whitmore Way	780	\$601,000	Local (PCR 56.0)	2028	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting. During construction replace and upsize existing water and sewer mains.
11	Spiketon Road Pedestrian Improvements	Mt. View to South City Limits	2,100	\$1,906,000	TIB (SP) & Local	2028	Shoulder improvements w/pavement widening, installation of curb, gutter, sidewalks, storm drainage and street lighting.
12	Pearl St & Jefferson Ave Intersection Improvements	Intersection of Pearl Street & Jefferson Ave	N/A	\$127,000	TIB (APP) & Local	2028	Reconstruction/rehabilitate, grind, repair/replace curb, gutter & repave. During construction replace and upsize existing water main.
13	Mt. View Ave. Resurfacing	Division Street to Spiketon Road	1,330	\$316,000	Local (PCR 36)	2028	Reconstruction/rehabilitate, grind, repair/replace curb, gutter & sidewalk, repave.
14	Roundabout at SR-410/SR-165	Intersection of SR-410 and SR-165	N/A	\$4,834,000	PSRC, SS4A, Local	2029	Construct roundabout, installation of curb, gutter, sidewalk w/ ADA improvements, splitter islands, utility adjustment, storm drainage, channelization, signing, street lighting, and surface restoration.

EXHIBIT A

2026 - 2031 Six Year Transportation Improvement Plan (STIP)

Priority	Project	Location/Segment	Length (ft)	2025 Est Project Cost	Funding Source	Est Project Date	Project Scope
15	2D: Roundabout at Mundy-Loss/SR-410	Intersection of Mundy-Loss Road and SR-410	N/A	\$4,834,000	PSRC, SS4A, Local	2029	Replace existing traffic signal with single-lane roundabout, installation of curb, gutter, sidewalk w/ ADA improvements, splitter islands, utility adjustment, storm drainage, channelization, signing, street lighting, and surface restoration.
16	2E: Roundabout at Hinkleman Ext./SR-410	Intersection of Hinkleman Extension and SR-410	N/A	\$4,834,000	PSRC, SS4A, Local	2029	Construct single-lane roundabout, installation of curb, gutter, sidewalk w/ ADA improvements, splitter islands, utility adjustment, storm drainage, channelization, signing, street lighting, and surface restoration.
17	East Main St. Pavement Preservation	River Ave. to A St.	750	\$208,000	TIB (APP) & Local	2029	Reconstruction/rehabilitate, grind, repave.
18	Ryan Road (Phase 1 of 3)	Spiketon Road to Sergeant Street	3,300	\$4,505,000	TIB (UAP) & Local	2029	Reconstruction/rehabilitate, grind, replace water, sewer and storm, widen, install curb, gutter & sidewalk 1 side, repave.
19	Collins Road Pedestrian Improvements (1 of 2)	Sergeant Street to McNeely Street	1,300	\$485,000	TIB (SP) & Local	2029	Sidewalk or Asphalt path on the north side.
20	Collins Road Pedestrian Improvements (2 of 2)	McNeely Street to Collins Court	2,700	\$635,000	TIB (SP) & Local	2030	Sidewalk or Asphalt path on the north side.
21	East Mason Ave Pedestrian Improvements (1 of 2)	A Street to Spruce Street	2,600	\$670,000	TIB (SP) & Local	2030	Sidewalk or Asphalt path on the north side.
22	"C" Street and Jefferson Ave Pedestrian Improvements	C: Jefferson to Mason and Jefferson: A to C	1,300	\$483,000	Local	2030	Reconstruct with overlay and replace curb ramps along road segment.
23	Ryan Road (Phase 2 of 3)	Sergeant Street to Sheets Road	2,100	\$1,764,000	TIB (SCP) & Local	2031	Reconstruction/rehabilitate, grind, replace water, sewer and storm, widen, install curb, gutter & sidewalk 1 side, repave.
24	Ryan Road (Phase 3 of 3)	Sheets Road to Levesque Road	2,700	\$2,268,000	TIB (SCP) & Local	2031	Reconstruction/rehabilitate, grind, replace water, sewer and storm, widen, install curb, gutter & paved walking trail 1 side, repave.
25	Mundy-Loss & 112th Intersection	Intersection of Mundy-Loss Road and 112th Street	N/A	\$2,014,000	Local	2031	Intersection safety improvements to convert current 4-way stop to traffic signal or roundabout. Improvements include approach lanes and pedestrian improvements.
26	Mason Ave. and Pearl St. Pedestrian Improvements	A Street to Pearl St	1,400	\$522,000	TIB (SP) & Local	2031	Sidewalk improvements

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CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Agreement for consultant services between the City of Buckley and Todd Davis, M.D. advising physician for City of Buckley Fire Department	Agenda Date: June 24, 2025		AB25-030
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk		
	Finance Dept		
	Building Official		
	Fire Dept	X	
	Community Services		
	Planning Dept		
Fiscal Impact: No change to budgeted \$1,000/month allocation.	Police Dept		
Fund Source: 105-522-21-41-00	Municipal Court		
Timeline: Upon execution of agreement	PW/Utilities		
Staff Contact: Eric Skogen			
Attachments: Agreement for Consultant Services			
<p>SUMMARY STATEMENT: The Paramedic - Advanced Life Support program of the City of Buckley Fire Department requires the oversight of a licensed, advising physician. For nearly 4 years, Doctor Paul Satterlee filled this role. Dr. Satterlee no longer has the additional capacity to advise Fire Departments and has requested to step down from this role. Dr. Davis works out of Valley Medical Center and the Bonney Lake Off-Campus Emergency Department. He comes highly recommended to our organization from Dr. Satterlee and his peers.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Not Reviewed by Committee			
RECOMMENDED ACTION: Move to Approve the Consultant Services Agreement between the city of Buckley and Todd Davis, M.D.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**AGREEMENT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF BUCKLEY AND
TODD DAVIS, SNAG ISLAND WELLNESS PLLC
ADVISING PHYSICIAN FOR BUCKLEY FIRE DEPARTMENT**

THIS AGREEMENT, is made this ____ day of June 2025, by and between the City of Buckley (hereinafter referred to as “City”), a Washington Municipal Corporation, and Todd Davis, Snag Island Wellness, PLLC, an independent contractor (hereinafter referred to as “Service Provider”).

WHEREAS, Service Provider is in the business of providing municipal planning services specified herein; and

WHEREAS, the City desires to contract with Service to serve as Advising Physician for the City of Buckley Fire Department, and Service Provider is qualified to provide such services and agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

T E R M S

1. **Description of Work.** The Advising Physician shall act as a liaison of the City of Buckley Fire Department to relevant boards, commissions, and agencies as deemed necessary for the delivery of Emergency Medical Services (EMS). The Advising Physician will provide quarterly physician-led education to include run review, lecture, and State/County EMS updates. The Advising Physician will work with the Fire Chief or designee for the procurement, control and safe-guarding of narcotics and will work collaboratively to ensure the EMS Program and its providers are compliant with all regulations and standards in order to deliver the highest level of care possible.
2. **Payment.** The City shall pay Service Provider a monthly retainer for the delivery of his services under this agreement in an amount of One Thousand Dollars (\$1,000.00) per month. Payments shall be made on or before the 15th day of each month.
3. **Relationship of Parties.** The parties intend that an independent contractor/client relationship will be created by this Agreement. As Service Provider is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative, or subcontractor of Service Provider shall be or shall be deemed to be the employee, agent, representative, or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, health insurance, and unemployment insurance, are available from the City to the Service Provider or his employees, agents, representatives, or subcontractors. Service Provider will be solely and entirely responsible for his acts and for the acts of Service Provider's agents, employees, representatives, and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that Service Provider performs hereunder.

4. **Duration of Work.** Service Provider shall perform the services described in section 1 commencing June 1st, 2025 and shall continue on a monthly basis until this agreement is terminated.
5. **Termination.** The City and/or Service Provider shall have the option to terminate this Agreement at any time upon thirty (30) days written notice to the other Party.
6. **Assignment and Subcontracting.** Service Provider shall not assign any portion of this Agreement without the written consent of the City. The parties agree that the services provided for herein are personal to Service Provider, who was accepted by the City for this Agreement based upon his personal skills and experience.
7. **Taxes.** The City will not withhold federal or state taxes. All compensation received by the Service Provider will be reported to the Internal Revenue Service at the end of the calendar year in accordance with applicable IRS regulations.
8. **Indemnification / Hold Harmless.** Each party agrees to the extent permitted by law, to defend , indemnify and hold harmless the other, including the City's officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, which arises out of the performance of this agreement.
9. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.
10. **Modification.** No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.
11. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.
12. **Written Notice.** All communications regarding this Agreement shall be sent to the Parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
13. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.
14. **Third Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create any third-party beneficiary rights.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF BUCKLEY

SERVICE PROVIDER

By: _____
Beau Burkett, Mayor

By: _____
Todd Davis, Snag Island Wellness Pllc

ATTESTED/AUTHENTICATED

By: _____
Treva Zumek, City Clerk

APPROVED AS TO FORM;

By: _____
Phil Olbrechts, City Attorney



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Mutual Aid Agreement between Mount Rainier National Park and the City of Buckley Fire Department.	Agenda Date: June 24, 2025		AB25-031
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk		
	Finance Dept		
	Building Official		
	Fire Dept	X	
	Community Services		
	Fiscal Impact: n/a	Planning Dept	
Fund Source: n/a	Police Dept		
Timeline: Upon execution of agreement	Municipal Court		
	PW/Utilities		
Staff Contact: Eric Skogen			
Attachments: Mutual Aid Agreement with Mount Rainier National Park			
SUMMARY STATEMENT: This agreement formalizes a working mutual aid relationship that has existed since 2007.			
COMMITTEE REVIEW AND RECOMMENDATION: Not Reviewed by Committee			
RECOMMENDED ACTION: Move to Approve the Mutual Aid Agreement between Mount Rainier National Park and the City of Buckley Fire Department.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

RECIPROCAL FIRE PROTECTION ACT AGREEMENT

**between the
UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
MOUNT RAINIER NATIONAL PARK
and the
BUCKLEY FIRE DEPARTMENT**

This Reciprocal Fire Protection Act Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), Mount Rainier National Park (Park) and the Buckley Fire Department (the Department). Throughout this agreement, the NPS and Buckley Fire Department may be jointly referred to as the "Parties." The purpose of this agreement is to establish the terms and conditions under which the District and the Park will provide reciprocal fire protection, emergency rescue and cooperative assistance to areas within their respective jurisdictions.

ARTICLE I - BACKGROUND AND OBJECTIVES

This Agreement is made in recognition that the Parties each have resources and facilities that can be mutually shared to protect life and property and to provide emergency services to the public including, but not limited to, structural fire, wildland fire control, emergency rescue and cooperative assistance.

ARTICLE II - LEGAL AUTHORITY

For the NPS:

NPS enters into this Agreement pursuant to:

- A. Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66; 42 U.S.C. 1856a)
 - (a) Each agency head charged with the duty of providing fire protection for any property of the United States is authorized to enter into a reciprocal agreement, with any fire organization maintaining fire protection facilities in the vicinity of such property, for mutual aid in furnishing fire protection for such property and for other property for which such organization normally provides fire protection. Each such agreement shall include a waiver by each party of all claims against every other party for compensation for any loss, damage, personal injury, or death occurring in consequence of the performance of such agreement. Any such agreement may provide for the reimbursement of any party for all or any part of the cost incurred by such party in furnishing fire protection for or on behalf of any other party.

- B. 54 U.S.C. § 102711 which states "to facilitate the administration of the System, the Secretary may use applicable appropriations for the System to render emergency rescue, firefighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside the System."

For the Department:

This Agreement is entered into and authorized under RCW 39.34, the Washington State Inter-local Cooperation Act, and RCW 39.34; 52.12.021 and 52.12.031 which provide the authority to the District to enter into agreements with other agencies of government for services in the exercise of the District's authority as a municipal corporation.

ARTICLE III - STATEMENT OF WORK

This Agreement sets forth the types of assistance the Parties intend to provide each other.

A. The Department intends to:

- a. Provide the Park the opportunity to train jointly with Fire/Rescue and Medical staff of the Department on rescue techniques and emergency medical practices.
- b. Provide structural fire, rescue services, emergency medical and emergency medical transportation services when requested by the Park; when dispatched by FIRECOMM or upon special request, provided resources are available to respond.
- c. The Department shall establish run cards for response areas within the Park including the park's Highway 410 Corridor ("Mather Junction" to Sunrise, "Mather Junction" to Ohanapecosh, Steven's Canyon to Box Canyon).
- d. Provide services that are limited to areas of the Park that are road accessible or near to the road (-1 mile). The Department's services will not include backcountry search and rescue operations unless individually agreed upon by Department and Park Management in advance of deployment of resources.
- e. Coordinate fire response with the Park in instances where both structural and wildland responses may be needed.
- f. Supervise all aspects of interior structural fire suppression activities outside the Park and, upon request from the Park, supervise such activities inside the Park.
- g. Determine upon request from the Park whether, to provide personnel to an incident management team provided Department personnel are qualified and available to fill positions on the team. Upon request from the Park, the Department may also make personnel available to serve in an interagency response to any National Response and/or mobilization of supplemental fire department resources for emergency or planned all-risk incidents.
- h. Emergency medical services and emergency medical transportation may be billed, at the discretion of the Fire Department, to those persons receiving the services and transportation.

B. NPS intends to:

- a. Provide the Department the opportunity to train jointly with Fire, Emergency, and Law Enforcement staff of the Park on fire protection, rescue operations, emergency medical services and incident management functions.
- b. Make the Department its first contact to respond to a structural fire, and emergency medical services, in the areas of the park's Highway 410 Corridor ("Mather Junction" to Sunrise, "Mather Junction" to Ohanapecosh, Steven's Canyon to Box Canyon) areas that are road accessible or near to a roadway (-1 mile).
- c. Assist in the development of run cards for dispatching emergency resources based on type of emergency and kind of resource necessary.
- d. Provide, if requested, qualified personnel, equipment, and resources to assist the Department in EMS and rescue operations near Park boundaries.
- e. Provide the Department with an annual familiarization tour of the Park's facilities, equipment, and access points, maps and the parks structural fire management plan, if requested.
- f. Notify the Department of any changes to access affecting their response areas (i.e., road closures, new gates, etc.) and work with the District to facilitate emergency access (i.e., keys, lock boxes, etc.)
- g. Provide access through NPS gates by allowing Department to hold a key for each gate.
- h. Attempt to provide personnel, if qualified and available, to fill positions on an incident management team. NPS personnel may be made available to serve in an interagency response to any National Response and/or mobilization of supplemental resources for emergency or planned all-risk incidents.

C. The Department and NPS, jointly intend:

- a. To provide opportunities to train jointly between NPS and Department staff on rescue techniques and emergency medical skills.
- b. To participate in formal and/or informal After-Action Reviews following incidents with fatalities, close-calls, responder injuries, or when requested by on-scene command or NPS/District leadership.
- c. That the parties will have the primary interest of protection of persons and property within their own jurisdiction and, accordingly, will not assume any responsibility or liability in not providing resources to the other parties of this Agreement.
- d. Initiate requests for assistance through emergency dispatch by FIRECOMM, or by key officials and their designees of the requesting agency/party directly to key officials and their designees of the requested agency/party via radio, telephone, or in person.
- e. To use only Minimum Impact Suppression Tactics when fighting fires on any Park-managed lands. This includes, using no ground-disturbing equipment such as graders or bulldozers on Park -managed lands without the permission of the Park Superintendent or his/her designee.
- f. To immediately notify the other party of a fire's discovery
- g. That either party may take immediate action to suppress a fire on property under the jurisdiction of the other party.
- h. That because of the limited number of qualified firefighters and/or equipment, there may be instances when response may be limited or impossible.

- i. That the requesting agency/party shall have command and control of the incident scene. Change of command will only be performed and authorized with the mutual agreement of all parties on the scene, and in accordance with Incident Command System. When an accident involving equipment or personnel of a responding Party occurs, the requesting Party shall immediately notify the jurisdictional and responding parties. As soon as practical, the requesting Party shall initiate an investigation of the accident. The investigation shall be conducted by a team made up of representatives from Parties, as appropriate.
- J. To allow the use of Department/Park radio frequencies when a supporting party is assisting the protecting party during emergency incidents, training or as requested during day-to-day operations.
- k. To follow all applicable laws governing disclosure of records or information gathered pursuant to this agreement, particularly those containing personally identifying information about individuals.
- I. Upon request and to the full extent permitted by applicable law, the Parties will share with each other final reports of incidents involving both parties.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on _____, and extend through _____, unless it is terminated earlier by one of the Parties pursuant to Article VII that follows.

ARTICLE V - KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the Parties and the work being performed. They are:

- 1. **For the NPS:**

- a. Signatory:

- Regional Director National Park
Service
Interior Regions 8, 9, 10, and 12

- b. Key Official:

- Chief Ranger
Mount Rainier Park
55210 238th Avenue East
Ashford, WA 98304

2. For the Department:

a. Signatory:

Beau Burkett, Mayor
City of Buckley

b. Signatory and Key Official:

Chief Eric Skogen
Fire Chief
Buckley Fire Department
611 South Division Street
Buckley, WA 98321
(360) 761-7855 office

B. Communications. The Parties shall address any communication regarding this Agreement to the Key Officials.

C. Changes in Key Officials. No party may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI- FUNDING AND PAYMENT

The Department and the Park will provide its services at no charge to each other.

ARTICLE VII- MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the Parties.
- B. Any party may terminate their partnership in this Agreement by providing the key official with 30 days advance written notice. In the event that one party provides the other with notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE VIII - MUTUAL WAIYER OF LIABILITY AND AGREEMENT NOT TO SEEK REIMBURSEMENT

As required by the Reciprocal Fire Protection Act of May 27, 1955, NPS and District shall waive all claims against the other party for compensation for any loss, damage, personal injury, or

death occurring in consequence of the performance of this Agreement, except that this waiver shall not apply to intentional torts or acts of violence against such persons or property.

The Parties also agree not to seek reimbursement for all or any part of the costs incurred by each party in furnishing any services in carrying out this Agreement.

ARTICLE IX-PROPERTY UTILIZATION

Unless otherwise agreed upon in writing by the parties, any property furnished by one party to the other will remain property of the furnishing party. Any property furnished to one party or the other during the performance of this agreement will be used and returned in the same condition with exception to normal wear and tear.

ARTICLE X- GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et llil-); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et llil-); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
2. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

3. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
6. **Agency.** The District is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the District represent itself as such to third parties. NPS employees are not agents of the District and will not act on behalf of the District.
7. **Non-Exclusive Agreement.** This Agreement in no way restricts the District or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
8. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
9. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
10. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
11. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and District or its representatives. No representative of District shall perform any function or make any decision properly reserved by law or policy to the Federal government.

12. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and District. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

B. Special Provisions

1. Public Information and Endorsements.

- a. District shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the District represents. No release of information relating to this award may state or imply that the Government approves of the District's work products or considers the District's work product to be superior to other products or services.
 - b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
 - c. District must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - d. District further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
3. **Rights in Data.** The District must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced

or composed under this Agreement by the District, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

4. **Seat Belt Provision.** In accordance with Executive Order 13043, "Increasing Seat Belt Use in the United States" (signed April 18, 1997), as amended by Executive Order 13652 (signed September 30, 2013), the District is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

ARTICLE XI - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR BUCKLEY FIRE DEPARTMENT

Eric Skogen
Fire Chief
Buckley Fire Department

Date

Beau Burkett
Mayor
City of Buckley

Date

FOR THE NATIONAL PARK SERVICE

National Park Service
Interior Regions 8, 9, 10, and 1

Date

E. STAFF REPORTS

CITY OF BUCKLEY PARKS & RECREATION



2025 MID YEAR REPORT

SINCE JANUARY 1, 2025:



217

Senior Center Participants



417

Youth Center Participants



39

Buckley Hall Reservations



2

New Parks Facilities Open in the
Dog Park & Trailhead Bathroom

The Parks and Recreation Department has had a strong start to the year, with steady growth and high community engagement. The skate park, multi-use courts, trail system, and new trailhead parking lot continue to see consistent and enthusiastic use. Attendance at both the Senior and Youth Centers is steady with averages increasing as the year progresses. The Senior Center is benefiting from new staff who have brought fresh energy and quality programming, while both centers continue to thrive with strong support from county and local partners. The Youth Center's prevention partnerships remain a key strength, highlighted by a successful Last Day of School event that welcomed over 180 youth. Looking ahead, we're excited to move forward with the first phase of Miller Park development, now possible thanks to secured grant funding.



Upcoming Events:



JULY 10
Tunes By the Trail
Kick-Off



AUGUST 5
National Night Out



AUGUST 7
Ribbon Cutting
Celebration for Doc
Tait Pavilion



AUGUST 8
Community Cinema



SEPTEMBER 13
Beautify Buckley