



# BUCKLEY CITY COUNCIL AGENDA

Tuesday, October 8, 2024, at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #11-24, Next Resolution #24-08, Next Agenda Bill #24-049

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

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## 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)

## C. COMMITTEE REPORTS

1. Mayor's Report Burkett
2. Council Member Comments & Good of the Order

## D. CONSENT AGENDA

- a. Final Acceptance – Hinkleman Road Project
- b. Approve Minutes of April 16, 2024, Special City Council Study Session

## E. REGULAR AGENDA

### 1. ORDINANCE

- a. ORD No. \_\_\_-24: Adopting Complete Streets Ordinance

### 2. NEW BUSINESS

- a. Agreement to Provide Police Services Between the Town of Carbonado and the City of Buckley
- b. Agreement to Provide Police Services Between the Town of Wilkeson and the City of Buckley

## F. STAFF REPORTS

1. 3<sup>rd</sup> Quarter Public Safety Report
2. City Administrator Update

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

## **B. PUBLIC COMMENTS**

September 27<sup>th</sup> 2024

Dear Mayor Burkett and City of Buckley,

I have been a resident of Buckley for 24 years. I love it here. I was born in Enumclaw, so I didn't go very far. I am going to be 73 soon. My husband is 70 and has cancer. It is a long slow battle. We are both retired. We are just "truckin' along the best we can, but I assure you we are feeling our age.

We have lived in Meadowbrook Mobile Home Park in space 30 for the last 24 years. Our little home is a 1983 singlewide Golden Sunrise. It is WAY beyond hope of ever moving because of its age, but we have fixed it up to be pretty darn cute. I've put a new roof on it just two years ago and installed new windows and siding. I love my little yard and flowers. It is all we have beside our cars. I didn't retire until I could pay my car off. My husband does not have a pension, just social security, so we aren't people that can easily spend money freely.

Our home sits right along the chain-link fence that separates our lot and the city's property where the sewer plant is. We have a great view of our wonderful fire department going through safety drills and training. We are blessed. Truly.

For several years now I have been terrified of some of the trees along the fence line. One is huge. Probably 4 stories and covered with ivy which has weakened the strength of the tree. Some winter storm may very well bring it down upon our home making us homeless. This tree is just a few feet from the fence on our side. There is another tree right along the fence that is dead, but tall enough to probably hit our home as well depending on the wind. I'm sure you can recall the hurricane strength winds we get. Yikes. It literally shakes our home.

I have asked Meadowbrook Mobile Home Park property management if they could take care of these threatening trees. They said they would, but we would have to pay for half of it. We can't afford it. I feel as though I'm between a rock and a hard place.

The trees are so close to the fence (some are just a foot away). I know the fence would be damaged or destroyed if blown over.

I don't care if the trees stay, as long as they get topped or taken halfway down. But to do so would involve the city's fence. I don't know what to do.

Would the city be able to come out and take a look? Perhaps take our safety into consideration and lend us a hand? There are a lot of blackberry bushes that come through from the city side to our side that I try to keep cut back every year, but I'm not getting any younger. I sound like a crybaby, I'm sure. I don't mean to. With my husband's condition, I take care of the house and outside, so I thought I would reach out to my town and ask for help. What could it hurt, right?

My phone number is **253-261-4889**. I seldom answer it if I don't recognize the number because of crazy potential spam or robo callers. Texts work well!

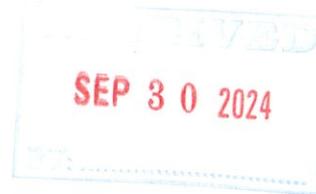
I apologize if I have overstepped or sound presumptuous. That is not my intent. My Daddy was a logger. You'd think I'd know what to do! Maybe if I was young enough. Regardless of my worries, I appreciate you and your management of our sweet town. **If you cannot do anything, I understand.**

With respect and appreciation,

Trudy D'Armond

Meadowbrook Mobile Home Park 300 Park Ave. Space 30

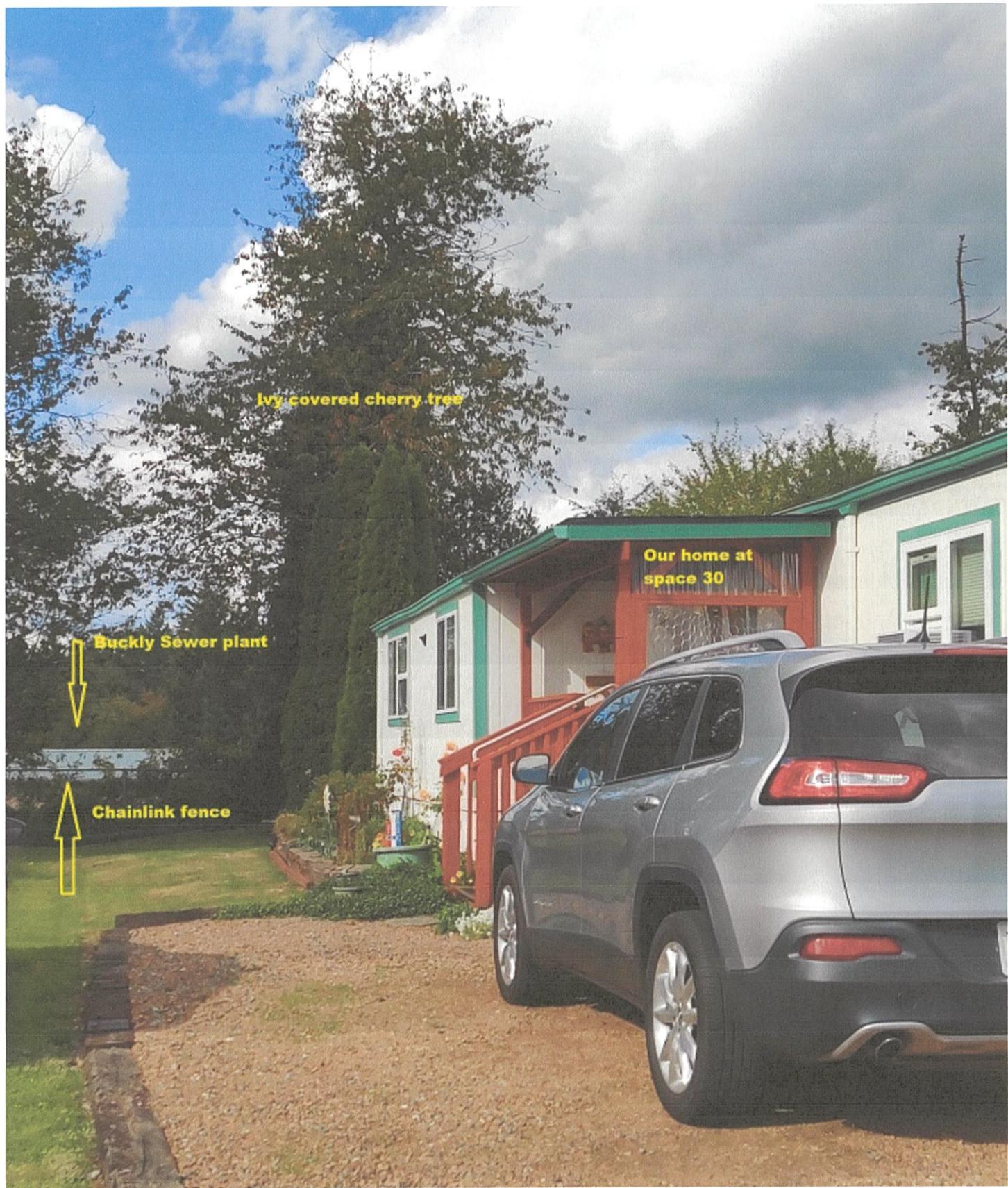
Buckley, WA 98321



Trudy D'ARMOND

Sept. 30, 2024

253-261-4889 text



# **C. COMMITTEE REPORTS**

## **D. CONSENT AGENDA**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  Final Acceptance- Hinkleman Road Project		<b>Agenda Date: October 8, 2024</b>	<b>AB24-049</b>
	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		
	Parks & Recreation		
	Building & Planning		
	Police Dept		
	Municipal Court		
	PW/Utilities	X	
<b>Staff Contact:</b> Public Works Director, Chris Banks			
<b>Attachments:</b> Notice of Completion- Hinkleman Road Project			
SUMMARY STATEMENT: Staff is requesting and recommending that the City Council grant final acceptance to the Hinkleman Road Improvement Project. Pursuant to the engineer's certification, the project has been constructed in conformity to the approved plans and specifications.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> NA			
<b>RECOMMENDED ACTION:</b> <b>Move to Approve Final Acceptance of the Hinkleman Road Project.</b>			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

# Final Contract Voucher Certificate

Contractor <b>Strickland and Sons Excavation</b>			
Street Address <b>28008 Hinkleman Road</b>			
City <b>Buckley</b>	State <b>WA</b>	Zip <b>22576</b>	Date
Project Number (Owner) <b>TIB NO 3-P-808(001)-1</b>			
Job Description (Title) <b>Hinkleman Road Rehabilitation</b>			
Date Work Physically Completed <b>8/16/2024</b>	Final Amount (including Sales Tax) <b>\$1,310,859.44</b>		

## Contractor's Certification

I, The undersigned, having first been duly sworn, certify that I am authorized to sign for the claimant; that in connection with the work performed and to the best of my knowledge no loan, gratuity or gift in any form whatsoever has been extended to any employee of the City of Buckley nor have I rented or purchased any equipment or materials from any employee of the City of Buckley; I further certify that the attached final estimate is a true and correct statement showing all the monies due me from the City of Buckley for work performed and material furnished under this Contract; that I have carefully examined said final estimate and understand the same; have paid all labor, material, and other costs for this project; and that I hereby release the City of Buckley from any and all claims of whatsoever nature which I may have, arising out of the performance of said contract, which are not set forth in said estimate.



Residing at **Pierce County**

## City of Buckley Certification

I, certify the attached final estimate to be based upon actual measurements, and to be true and correct.

Approved Date \_\_\_\_\_

**X**  
Project Engineer

**X**  
City of Buckley

This Final Contract Voucher Certification is to be prepared by the Engineer and the original forwarded to the City of Buckley for acceptance and payment.

Contractors Claims, if any, must be included and the Contractors Certification must be labeled indicating a claim attached.

**CITY COUNCIL  
STUDY SESSION  
April 16, 2024**

**ATTENDEES:** Council members Arsanto, Smith, Bergerson, Anderson, Green, Burbank and Bender.

Also in attendance were Mayor Burkett, City Administrator Brunell, Police Records Clerk Burkett and Deputy City Clerk Clark.

Mayor Pro Tem Smith called the regularly scheduled meeting to order at 6:01 PM.

**6-Year Forecast and Budget Planning for 2025-2026:**

Finance Director Hines wants to get an early outlook to Council for the 6-year budget forecast as the City's first biennial budget is coming forward. The 6-year baseline forecast was developed from the 2024 budget with revenue and expenditure growth assumptions for future years based on historical trends, current information, and future expectations for growth. When presented to Council before the 2025-2026 deficit was \$1,068,000 and the current forecast for next year is right around \$636,000 due to action that Council has taken by the following cost saving measures that are listed in the memo in the packet.

Ms. Hines added that although the deficit for 2025-2026 has improved, the deficit continues to grow in future years. The items remaining are ongoing or one-time resources that Council was presented in budget development. Ongoing revenue includes sales tax, property tax levy lid lift, B&O tax, and vehicle license fees. One-time options include remaining ARPA funds and cumulative reserve funds.

Council member Green would like to see added to the list to look further into the contract with Crystal Mountain and feels the City is not being compensated for the services we provide. Council member Smith agrees and adds some of the calls can take awhile which is taking away resources for aid calls within the City limits.

Council member Bergerson asked about combining our municipal court with City of Orting or Bonney Lake as an option. City Administrator Brunell has spoken to Bonney Lake, and they are at full capacity, and we will continue talks with Orting. Ms. Brunell wanted to add that the cost savings for this may not be as great in the end because the City will still need to pay for prosecution, defense and would need to continue to staff a judge. Council member Bergerson also asked about Buckley Hall and that it is still costing us money even with the revenue for renting it and would like to see the option of selling it. She also added she would not like to do B&O tax because we are trying to get more businesses to come here and we don't want to upset our current business owners which Council members Burbank, Arsanto, Smith and Anderson agreed.

Council member Bender discussed the Buckley Hall and the repairs and maintenance that keep coming up, she would prefer to keep the Foodbank in Buckley though. Ms. Bender added that she wants to come up with something that is sustainable now and, in the future, so Council isn't having to revisit this every year.

Council member Arsanto asked regarding City Hall remodel and having staff work from home and could Council use that money for public safety for fire and police departments? Finance Director Hines replied with explaining what the process would be to borrow from one fund to another, and that the fund for the remodel would have to be used for capital dollars. The general fund could be used for public safety. Council member Anderson agrees Buckley needs to take care of their own citizens and added she would also like to take care of staff and not see staff hours be cut as an option until it must be.

Council member Smith added that when talking about taking care of our own public safety needs to come first. Police, fire and public works are the core for the City. Mr. Smith would rather see cuts that could be made like selling the Buckley Hall and if we really need to keep it.

Council member Green shared an option he sees for a long-term solution would be to increase sales tax. He would like to make Buckley an attractive place for more businesses to come and start building up our sales tax revenue.

Council member Burbank was curious what other cities are doing for their deficit and agrees with council member Bender that selling property isn't a permanent fix. City Administrator Brunell has spoken to some cities and told council members what options those cities have discussed with their Council.

Council continued to discuss their opinions and options that they would prefer to see since something has to be done. Mayor Burkett spoke that this is not a place anyone wants to be in to try and fix the deficit. He appreciates everyone's passion, and we will get through this. With Council and staff working together we have cut the deficit in half and for Council to keep doing what they can do and working together with ideas.

With nothing further, the Study Session was adjourned at 7:20 PM.

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City Administrator

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Mayor

Prepared by: Jessica Clark, Deputy City Clerk

## **E. REGULAR AGENDA**



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION						
<b>SUBJECT:</b>  <b>ORD No. ___ -24: Adopting Complete Streets Ordinance</b>	<b>Agenda Date: October 8, 2024</b>		<b>AB24-050</b>			
	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					
	Parks & Recreation					
	Building & Planning					
	Police Dept					
	Municipal Court					
	PW/Utilities	X				
<b>Staff Contact:</b> Public Works Director, Chris Banks						
<b>Attachments:</b> Complete Streets Ordinance and Memo						
SUMMARY STATEMENT: The City of Buckley shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the City of Buckley shall identify cost-effective opportunities to include Complete Streets practices.						
Any city or county that has an adopted complete streets ordinance is eligible for Transportation Improvement Board (TIB) Complete Streets funding.						
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b> Transportation and Utilities						
<b>RECOMMENDED ACTION:</b> <b>Move to Approve Ordinance No. 11-24 Adopting Complete Streets Ordinance.</b>						
RECORD OF COUNCIL ACTION						
Meeting Date	Action	Vote				

# City of Buckley

P.O. Box 1960, Buckley WA 98321  
Phone: 360-829-1921 ext 200  
Fax: 360-829-2659



# Memo

To: Mayor and City Councilmembers

From: Courtney Brunell, City Administrator  
Chris Banks, Public Works Director

Date: June 12, 2024

RE: Complete Streets Ordinance

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**Purpose:** This memo serves to inform and summarize the proposed adoption of the Complete Streets Ordinance.

Complete Streets in Washington State refers to an approach that aims to create a transportation system accommodating all users. This includes pedestrians, bicyclists, motorists, and transit riders. The state legislature passed the Complete Streets Act in 2011, encouraging local governments to adopt ordinances promoting complete streets.

Any city or county that has adopted complete streets ordinance is eligible for Transportation Improvement Board (TIB) Complete Streets funding.

Agencies showing the practice of planning and building streets to accommodate all users, including pedestrians, access to transit, cyclists, and motorists of all ages and abilities have the opportunity to receive a Complete Streets Award.

The City of Buckley will incorporate complete streets principles into the City's Comprehensive Plan, Public Works Standards, Parks and Recreation Master Plan, Traffic Circulation Plan and other plans, manuals, rules, regulations and programs as appropriate.

**Next Steps:** October 8, 2024 -Adoption of Ordinance

**CITY OF BUCKLEY**

**ORDINANCE NO. \_\_\_-24**

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**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUCKLEY, WASHINGTON, ADDING  
CHAPTER 13.45 COMPLETE STREETS POLICY, TO BUCKLEY MUNICIPAL CODE TITLE 13, PUBLIC  
WORKS, CREATING THE COMPLETE STREETS POLICY.**

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**WHEREAS**, a goal of Chapter 5 of the City of Buckley Comprehensive Plan is to recognize transit, bicycling, and walking as fundamental modes of transportation of equal importance to driving; and,

**WHEREAS**, the City of Buckley Comprehensive plan supports multimodal transportation systems; and,

**WHEREAS**, the adoption of a complete streets program supports implementation of the City of Buckley's Comprehensive Plan and specifically implements Transportation Goal T-4 to create a continuous network of non-motorized facilities; and,

**WHEREAS**, since 2006 the City of Buckley was completed 19 projects to improve multi-modal forms of transportation; and,

**WHEREAS**, since 2006 the City of Buckley has installed 14.4 miles of sidewalks, 7.1 miles of bike lanes and designated 10.6 miles of sharrows "shared" lanes throughout the City; and,

**WHEREAS**, the one-third of Americans that do not drive, disproportionately represented by older adults, low-income people, people with disabilities, and children, would greatly benefit from the equitable distribution of safe, alternative means of travel that will result from Complete Streets practices; and

**WHEREAS**, the City of Buckley wants to improve the safety of city streets, enhance the quality of life of its residents, encourage active living, and reduce traffic congestion by providing safe, convenient, and comfortable routes for travel, walking, and bicycling;

**NOW THEREFORE**, the City Council of the City of Buckley, Washington does hereby ordain as follows:

**Section 1.** Title 13. PUBLIC WORKS, of the Buckley Municipal Code is hereby amended to include a new Chapter 13.45, Complete Streets Policy, which reads as follows:

### **13.45- Complete Streets Policy.**

#### **13.45.010 Purpose.**

The City of Buckley shall, to the maximum extent practical, scope, plan, design, construct, operate and maintain appropriate facilities for the safe accommodation of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities in all new construction, retrofit or reconstruction projects. Through ongoing operations and maintenance, the City of Buckley shall identify cost-effective opportunities to include Complete Streets practices.

#### **13.45.020 Complete Streets Definition.**

A “complete street” is a road that is designed to be safe for drivers; bicyclists; transit vehicles and users; and pedestrians of all ages and abilities. The complete streets concept focuses not just on individual roads but on changing the decision-making process so that all users are routinely considered during the planning, designing, building and operating of all roadways.

#### **13.45.030 Exceptions.**

Facilities for pedestrians, bicyclists, transit users and/or people of all abilities are not required to be provided when:

- A. documented absence of current or future need exists;
- B. Non-motorized uses are prohibited by law;
- C. Routine maintenance of the transportation network is performed that does not change the roadway geometry or operations, such as mowing, sweeping and spot repair;
- D. The cost would be disproportionate to the current need or probable future uses;
- E. In instances where a documented exception is granted by the Public Works/City Engineer.

#### **13.45.040 Implementation.**

- A. The City of Buckley will incorporate complete streets principles into the City’s Comprehensive Plan, Public Works Standards, parks and recreation master plan, traffic circulation plan and other plans, manuals, rules, regulations and programs as appropriate.

B. As feasible, Buckley shall incorporate "Complete Streets Infrastructure" into existing public and private streets to create a comprehensive, integrated, connected transportation network for Buckley that balances access, mobility, health and safety needs of pedestrians, bicyclists, transit users, motorists, emergency responders, freight and users of all ages and abilities, ensuring a fully sustainable connected, integrated network that provides transportation options.

"Complete Streets Infrastructure" means design features that contribute to a safe, convenient, or comfortable travel experience for Users, including but not limited to features such as: sidewalks; shared use paths; bicycle lanes; automobile lanes; paved shoulders; curbs; accessible curb ramps; bulb outs; crosswalks; refuge islands; pedestrian and traffic signals; signage; street lighting, street furniture; bicycle parking facilities; public transportation stops and facilities and traffic calming devices.

C. Complete streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance activities over time. All sources of transportation funding should be drawn upon to implement complete streets. Maximum financial flexibility is important to implement complete streets principles.

#### 13.45.050 Intergovernmental Cooperation.

The City will cooperate with other transportation agencies including Washington State Department of Transportation, Pierce County and adjoining cities to ensure the principles and practices of complete streets are embedded within their planning, design, construction, and maintenance activities. The City will specifically cooperate to ensure the transportation network flows seamlessly between jurisdictions in accordance with local and regional road, transit, bicycle and pedestrian plans.

#### 13.45.060 Best Practice Criteria.

The Public Works Director or designee shall modify, develop and adopt policies, design criteria, standards and guidelines based upon recognized best practices in street design, construction, and operations including but not limited to the latest editions of American Association of State Highway Transportation Officials (AASHTO), Institute of Transportation Engineers (ITE) and National Association of Town Transportation Officials (NACTO) while reflecting the context and character of the surrounding built and natural environments and enhance the appearance of such.

#### 13.45.070 Performance Standards.

The City of Buckley shall put into place performance standards with measurable benchmarks to continuously evaluate the complete streets ordinance for success and opportunities for improvement. Performance standards may include transportation and mode shift, miles of

bicycle facilities or sidewalks, public participation, number of ADA accommodations built, and number of exemptions from this policy approved.

**Section 2. Effective Date.** This Ordinance shall take effect thirty (30) days from the date of publication as required by law.

Introduced, passed, and approved this 8<sup>TH</sup> day of October 2024.

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Beau Burkett, Mayor

**ATTEST:**

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Treva Zumeck, City Clerk

**APPROVED AS TO FORM:**

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Phil Olbrechts, City Attorney

Published: \_\_\_\_\_

Effective: \_\_\_\_\_



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION						
SUBJECT:	<b>Agenda Date: October 8, 2024</b>		<b>AB24-051</b>			
Agreement to Provide police services between the Town of Carbonado and the City of Buckley	Department/Committee/Individual	Created	Reviewed			
	Mayor Beau Burkett		X			
	City Administrator		X			
	City Attorney		X			
	City Engineer					
	City Clerk		X			
	Finance Dept					
	Building Official					
	Fire Dept					
	Community Services					
	Planning Dept					
Cost Impact: Service Based – Per Response Billing	Police Dept	X	X			
Fund Source:	Municipal Court					
Timeline: January 1 <sup>st</sup> 2025 – December 31 <sup>st</sup> 2026	PW/Utilities					
Staff Contact: Kurt Alfano						
Attachments: Agreement						
SUMMARY STATEMENT: The purpose of this interlocal agreement is for the City of Buckley Police Department to provide police services to the Town of Carbonado.						
COMMITTEE REVIEW AND RECOMMENDATION:						
<b>RECOMMENDED ACTION: Move to Approve the Agreement to Provide Police Services between the Town of Carbonado and the City of Buckley</b>						
RECORD OF COUNCIL ACTION						
Meeting Date	Action	Vote				

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF BUCKLEY, WASHINGTON  
AND THE TOWN OF CARBONADO, WASHINGTON  
FOR POLICE SERVICES**

THIS INTERLOCAL AGREEMENT is dated effective this 1st day of January 2025 and will end December 31<sup>st</sup> 2026, by and between the City of Buckley, Washington, a Municipal Corporation, and the Town of Carbonado, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the City of Buckley (hereinafter "Buckley") is authorized by law to form and operate the City of Buckley Police Department (hereinafter "Buckley Police"); and

WHEREAS, the Town of Carbonado Mayor (hereinafter "Town of Carbonado") is authorized by law to have charge of the Town of Carbonado; and

WHEREAS, the Town of Carbonado wishes to designate the Buckley Police as the designated law enforcement agency to enforce the laws of the Town of Carbonado and the State of Washington; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34.080, and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**PURPOSE.** The purpose of this Interlocal Agreement is to provide efficient and effective law enforcement services within the Town of Carbonado.

**MUNICIPAL AUTHORITY.** To carry out the purpose of this Interlocal Agreement, the Town of Carbonado hereby confers its municipal police authority upon the Buckley Police. The Buckley Police are hereby authorized to carry out law enforcement services hereafter set forth.

**POLICE SERVICES.** Buckley, through its Police Department, shall provide police services as described in this Interlocal Agreement for the Town of Carbonado, which shall consist of a minimum of eighteen (18) hours of service each month. This Interlocal Agreement does not call for 24-hour patrol coverage, but rather for a Buckley Police Officer to respond appropriately to emergency police related 911 calls for service. The 18 hours of police services will include:

- A. Appropriately timed response to emergency and non-emergency police related calls.
- B. Patrolling on both a regular and irregular basis or as specifically requested by the Town of Carbonado.
- C. Enforcement and investigation of all criminal law, either through the Revised Code of Washington or the Town of Carbonado Municipal Code.
- D. Enforcement of State and Local Traffic Code and civil infraction violations.
- E. Response to all Subpoena's issued by the Town of Carbonado Municipal Court and assist in the prosecution of criminal laws, and traffic and civil infractions.
- F. Residential vacation checks when requested by any citizen of the Town of Carbonado.
- G. Advised the Town of Carbonado as to situations of which the patrolling officers have specific knowledge, affecting the health, safety and public welfare of citizens and visitors, including inadequate, missing, or broken traffic or safety signs.
- H. Advise the Town of Carbonado of the need for new ordinances or changes in existing ordinances to address enforcement concerns.
- I. Assist the Town of Carbonado in preparing Carbonado's response to queries from County, State and other jurisdictions in matters relating to reports on law enforcement needs, activities and other like matters.
- J. Maintain close liaison with the Town of Carbonado officials and attend Council Meetings and such special meetings as appropriate and necessary.
- K. Such other normal police services as may be required for the health, safety and public welfare of the residents and visitors.
- L. The Buckley Police will respond accordingly to emergency animal calls, such as vicious dogs, injured dogs, and reportable accidents involving injury or property damage.

**POLICE DISPATCHING SERVICES.** The Town of Carbonado is responsible for any dispatching services and records management system arrangements and charges from South Sound 911.

**JAIL SERVICES.** The City of Buckley shall provide jail services through their jail contracts with City of Enumclaw Jail, SCORE Jail and the City of Yakima Jail.

**MUNICIPAL COURT SERVICES.** The City of Buckley shall provide municipal court services to process cases sent to the Court by officers on behalf of the Town of Carbonado.

**PROSECUTING ATTORNEY.** The City of Buckley prosecuting attorney shall be the prosecuting attorney representing the Town of Carbonado for cases sent to the Buckley Municipal Court.

**INSURANCE.** Indemnity Required. The City of Buckley and the Town of Carbonado agree to maintain the following insurance coverage throughout the duration of this contract and up to three (3) years after contract services have ended.

Coverage may be placed in an insurance pool authorized to operate in Washington State or thru the standard commercial insurance marketplace. Any coverage placed outside of a risk pool shall be licensed to do business in the State of Washington and carry an A.M. Best Rating of not less than A+ XV. Minimum limits are listed below:

- Commercial General Liability \$10,000,000 per occurrence \$20,000,000 Annual Aggregate
- Law Enforcement Liability \$10,000,000 per occurrence \$20,000,000 Annual Aggregate
  - No exclusions for false arrest, excessive force or civil rights violations
- Auto Liability \$10,000,000 per accident/No Aggregate
- Wrongful Acts Liability (Public Officials Liability) \$10,000,000 per claim/Annual Aggregate

Each party shall indemnify and hold harmless the other from the sole negligence of its own employees, and officials against all claims of every kind and nature including, but not limited to; cost, expenses, losses, damages, and costs of legal defense incurred as a result of the sole negligence of each party.

Each party shall name the other party as an additional insured under the Commercial General Liability and Auto Liability policies. Prior to commencement of services each party shall submit a Certificate of Insurance and the Additional Insured endorsement to the other party. Should

any material change in coverage or cancellation of the required insurance occur, each party shall notify the other immediately.

The mayor of both parties shall have the authority to agree to any change in insurance provider by the other party without need to amend this Agreement.

#### **INDEMNIFICATION.**

**City Of Buckley Responsibility.** The City of Buckley shall protect, save harmless, indemnify, and defend Carbonado, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City of Buckley employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City of Buckley in performance of this agreement, its elected or appointed officials, officer, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of Carbonado, its elected or appointed officials, officers. employees, or agents.

**Carbonado Responsibility.** Carbonado shall protect, save harmless, indemnify, and defend the City of Buckley, its elected, and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the Carbonado employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of Carbonado in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City of Buckley, its elected or appointed officials, officers. employees, or agents.

**Carbonado Ordinances.** In executing this Agreement, the City of Buckley does not assume liability or responsibility, for or in any way, release the Town of Carbonado from any liability or responsibility that arises in whole or in part from the existence or effect of Town of Carbonado ordinances, rules, or regulations. In any cause. claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such Town of Carbonado ordinance, rule, or regulation is at issue. The Town of Carbonado shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the City of Buckley, the Town of Carbonado. or both. on that issue, the Town of Carbonado shall satisfy the same, including all chargeable costs and attorney's fees. attributable to the existence or effect of a Carbonado ordinance, rule. or regulation. In any such cause, claim, suit. or action. each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials. officers, employees. and agents, as provided in the indemnification provisions of this Agreement.

**AUDITS AND INSPECTIONS.** The records and documents with respect to all matters covered by this agreement shall be subject to inspection. review, or audit by the City of Buckley or Carbonado during the term of this agreement and for a period of three (3) years after termination.

**INDEPENDENT CONTRACTOR.** The City of Buckley is acting hereunder as an independent contractor. All City of Buckley employees rendering services hereunder shall be considered employees of the City of Buckley for all purposes. The City of Buckley shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

**COMPENSATION.** In consideration of the services provided by the City of Buckley under this Interlocal Agreement, effective January 1, 2025, through December 31<sup>st</sup>, 2026, the Town of Carbonado agrees to pay the City of Buckley the minimum sum of \$33,073 in 2025 and \$34,065 in 2026. The total sum for each year shall reflect a three percent (3%) increase. Payments shall be billed at the end of each calendar quarter. The rate of pay for services above eighteen (18) hours shall be paid to the City of Buckley in the amount of one hundred dollars an hour (\$100). The Chief of Police or his designee shall consult with the Town of Carbonado prior to working hours above the minimum amount required by this Agreement.

**ADMINISTRATOR.** The City Administrator of the City of Buckley shall be responsible for the administration of this Agreement. No joint acquisition of real or personal property is contemplated hereunder. This Agreement does not create a separate entity for the provision of services. Rather it is the intent of the parties that the City of Buckley shall provide police services as described herein.

**REVENUES RECEIVED FROM FINES AND FORFEITURES.** The City of Buckley agrees that the fines and forfeitures received from the prosecution of infractions, citations, and criminal arrests in the Town of Carbonado after the payment of assessments to the State as required by law, will remain with the Town of Carbonado.

**PROCEEDS FROM SEIZURES.** The Town of Carbonado and the City of Buckley agree that all proceeds from drug or other crime related seizures, after costs and assessments that are due to the State of Washington pursuant to statute, shall be divided equally between the parties.

**TERM OF AGREEMENT.** The term of this Interlocal Agreement shall be January 1, 2025, through December 31, 2026, unless cancelled upon thirty (30) days advance written notice by either party. A review of compensation will occur annually. Changes in compensation may be made to this Agreement by addendum.

**INTEGRATED AGREEMENT.** This Agreement constitutes the entire Agreement of the parties regarding Buckley's provision of police services as described in this Agreement for the Town of Carbonado and supersedes any oral or written agreement or negotiations between the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF CARBONADO

By: \_\_\_\_\_  
Mayor Kevin Vesey

ATTESTED:

By: \_\_\_\_\_  
Sandi Carlson, Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michael J. Reynolds, Town Attorney

CITY OF BUCKLEY

By: \_\_\_\_\_  
Mayor Beau Burkett

ATTESTED:

By: \_\_\_\_\_  
Courtney Brunell, City Administrator

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Phil Olbrechts, City Attorney



# CITY COUNCIL AGENDA BILL

City of Buckley  
PO Box 1960  
Buckley, WA 98321

ITEM INFORMATION			
<b>SUBJECT:</b>  <b>Agreement to Provide police services between the Town of Wilkeson and the City of Buckley</b>  <hr/> <b>Cost Impact:</b> Service Based – Per Response Billing <b>Fund Source:</b> <b>Timeline:</b> January 1 <sup>st</sup> 2025 – December 31 <sup>st</sup> 2026	<b>Agenda Date: October 8, 2024</b> AB24-052		
	Department/Committee/Individual	Created	Reviewed
	Mayor Beau Burkett		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept		
Community Services			
Planning Dept			
Police Dept	X	X	
Municipal Court			
PW/Utilities			
<b>Staff Contact:</b> Kurt Alfano			
<b>Attachments:</b> Agreement			
<b>SUMMARY STATEMENT:</b> The purpose of this interlocal agreement is for the City of Buckley Police Department to provide police services to the Town of Wilkeson.			
<b>COMMITTEE REVIEW AND RECOMMENDATION:</b>			
<b>RECOMMENDED ACTION:</b> <b>Move to Approve the Agreement to Provide Police Services by the Buckley Police Department to the Town of Wilkeson.</b>			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

# INTERLOCAL AGREEMENT BETWEEN THE CITY OF BUCKLEY, WASHINGTON AND THE TOWN OF WILKESON, WASHINGTON FOR POLICE SERVICES

THIS INTERLOCAL AGREEMENT is dated effective this 1st day of January 2025 by and between the City of Buckley, Washington, a Municipal Corporation, and the Town of Wilkeson, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the City of Buckley (hereinafter "Buckley") is authorized by law to form and operate the City of Buckley Police Department (hereinafter "Buckley Police"); and

WHEREAS, the Town of Wilkeson Mayor (hereinafter "Town of Wilkeson") is authorized by law to have charge of the Town of Wilkeson; and

WHEREAS, the Town of Wilkeson wishes to designate the Buckley Police as the designated law enforcement agency to enforce the laws of the Town of Wilkeson and the State of Washington; and

WHEREAS, the Interlocal Cooperation Act, RCW 39.34.080 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

**PURPOSE.** The purpose of this Interlocal Agreement is to provide efficient and effective law enforcement services within the Town of Wilkeson.

**MUNICIPAL AUTHORITY.** To carry out the purpose of this Interlocal Agreement, the Town of Wilkeson hereby confers its municipal police authority upon the Buckley Police. The Buckley Police are hereby authorized to carry out law enforcement services hereafter set forth.

**POLICE SERVICES.** Buckley, through its Police Department, shall provide police services as described in this Interlocal Agreement for the Town of Wilkeson, which shall consist of a minimum of twenty-five (25) hours of services each month. This Interlocal Agreement does not call for 24-hour patrol coverage, but rather for a Buckley Police officer to respond appropriately to emergency police related 911 calls for service. The 25 hours of police services will include:

- A. Appropriately timed response to non-emergency police related calls.
- B. Patrolling on both a regular and irregular basis or as specifically requested by the Town of Wilkeson.
- C. Enforcement and investigation of all criminal law, either through the Revised Code of Washington or the Town of Wilkeson Municipal Code.
- D. Enforcement of State and Local Traffic Code and civil infraction violations.
- E. Response to all Subpoena's issued by the Town of Wilkeson Municipal Court and assist in the prosecution of criminal laws, and traffic and civil infractions.
- F. Residential vacation checks when requested by any citizen of the Town of Wilkeson.
- G. Advised the Town of Wilkeson as to situations of which the patrolling officers have specific knowledge, affecting the health, safety and public welfare of citizens and visitors; including inadequate, missing or broken traffic or safety signs.
- H. Advise the Town of Wilkeson of the need for new ordinances or changes in existing ordinances to address enforcement concerns.
- I. Assist the Town of Wilkeson in preparing Wilkeson's response to queries from County, State and other jurisdictions in matters relating to reports on law enforcement needs, activities and other like matters.
- J. Maintain close liaison with the Town of Wilkeson officials and attend Council Meetings and such special meetings as appropriate and necessary.
- K. Such other normal police services as may be required for the health, safety and public welfare of the residents and visitors.
- L. The Buckley Police will respond accordingly to emergency animal calls, such as vicious dogs, injured dogs, and reportable accidents involving injury or property damage.

**POLICE DISPATCHING SERVICES.** The Town of Wilkeson is responsible for any dispatching services and records management system arrangements and charges from South Sound 911.

**JAIL SERVICES.** Jail Services shall not be provided under this Interlocal Agreement. It shall be the Town of Wilkeson's responsibility, including but not limited to financial, to arrange and provide jail services to persons arrested by the Buckley Police while providing police services under this Interlocal Agreement.

**MUNICIPAL COURT SERVICES.** The Town of Wilkeson shall provide Municipal Court services to process notice of infractions and/or criminal citations issued by the Buckley Police in the Town of Wilkeson. The cost of service shall be the responsibility of the Town of Wilkeson.

**PROSECUTING ATTORNEY.** The prosecuting attorney for the Town of Wilkeson shall be the prosecuting attorney for cases brought to the municipal court by Buckley Police Officers. The cost of the prosecuting attorney shall be the responsibility of the Town of Wilkeson.

**INSURANCE.** Indemnity Required. The City of Buckley and the Town of Wilkeson agree to maintain the following insurance coverage throughout the duration of this contract and up to three (3) years after contract services have ended.

Coverage may be placed in an insurance pool authorized to operate in Washington State or thru the standard commercial insurance marketplace. Any coverage placed outside of a risk pool shall be licensed to do business in the State of Washington and carry an A.M. Best Rating of not less than A+ XV. Minimum limits are listed below:

- Commercial General Liability                    \$10,000,000 per occurrence \$20,000,000 Annual Aggregate
- Law Enforcement Liability                    \$10,000,000 per occurrence \$20,000,000 Annual Aggregate
  - No exclusions for false arrest, excessive force or civil rights violations
- Auto Liability                                    \$10,000,000 per accident/No Aggregate
- Wrongful Acts Liability (Public Officials Liability)            \$10,000,000 per claim/Annual Aggregate

Each party shall indemnify and hold harmless the other from the sole negligence of its own employees, and officials against all claims of every kind and nature including, but not limited to; cost, expenses, losses, damages, and costs of legal defense incurred as a result of the sole negligence of each party.

Each party shall name the other party as an additional insured under the Commercial General Liability and Auto Liability policies. Prior to commencement of services each party shall submit a Certificate of Insurance and the Additional Insured endorsement to the other party. Should any material change in coverage or cancellation of the required insurance occur, each party shall notify the other immediately.

The mayor of both parties shall have the authority to agree to any change in insurance provider by the other party without need to amend this Agreement.

#### **INDEMNIFICATION.**

**City Of Buckley Responsibility.** The City of Buckley shall protect, save harmless, indemnify, and defend Wilkeson, its elected and appointed officials, officers, employees, and agents, from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or City of Buckley employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of the City of Buckley in performance of this agreement, its elected or appointed officials, officer, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of Wilkeson, its elected or appointed officials, officers. employees, or agents.

**Wilkeson Responsibility.** Wilkeson shall protect, save harmless, indemnify, and defend the City of Buckley, its elected, and appointed officials, officers, employees, and agents from and against any loss or claim for damages of any nature whatsoever, including claims by third parties or the Wilkeson employees against which it would otherwise be immune under Title 51 RCW or other law, arising out of any act or omission of Wilkeson in performance of this agreement, its elected or appointed officials, officers, employees, or agents, except to the extent the loss or claim is attributable to the negligence or willful misconduct of the City of Buckley, its elected or appointed officials, officers. employees, or agents.

**Wilkeson Ordinances.** In executing this Agreement, the City of Buckley does not assume liability or responsibility, for or in any way, release the Town of Wilkeson from any liability or responsibility that arises in whole or in part from the existence or effect of Town of Wilkeson ordinances, rules, or regulations. In any cause. claim, suit, action, or administrative proceeding in which the enforceability and/or validity of any such Town of Wilkeson ordinance, rule, or regulation is at issue. The Town of Wilkeson shall defend on that issue at its sole expense, and if judgment is entered or damages are awarded against the City of Buckley, the Town of Wilkeson. or both. on that issue, the Town of Wilkeson shall satisfy the same, including all chargeable costs and attorney's fees. attributable to the existence or effect of a Wilkeson ordinance, rule. or regulation. In any such cause, claim, suit. or action. each party shall otherwise remain responsible for its own acts or omissions, as well as those of its elected and appointed officials. officers, employees. and agents, as provided in the indemnification provisions of this Agreement.

**AUDITS AND INSPECTIONS.** The records and documents with respect to all matters covered by

this agreement shall be subject to inspection, review, or audit by the City of Buckley or Wilkeson during the term of this agreement and for a period of three (3) years after termination.

**INDEPENDENT CONTRACTOR.** The City of Buckley is acting hereunder as an independent contractor. All City of Buckley employees rendering services hereunder shall be considered employees of the City of Buckley for all purposes. The City of Buckley shall control the conduct of personnel, including standards of performance, discipline, and all other aspects of performance.

**COMPENSATION.** In consideration of the services provided by the City of Buckley under this Interlocal Agreement, effective January 1, 2025, through December 31<sup>st</sup>, 2026, the Town of Wilkeson agrees to pay the City of Buckley the minimum sum of \$47,234 in 2025 and \$48,251 in 2026. Each calendar year reflects a three percent (3%) increase from the 2024 annual rate of \$45,858. Payments are due at the end of each calendar quarter. The rate of pay for services above twenty-five (25) hours shall be paid to the City of Buckley in the amount of one-hundred dollars an hour (\$100). The Chief of Police or his designee shall consult with the Town of Wilkeson prior to working hours above the minimum amount required by this Agreement.

**ADMINISTRATOR.** The City Administrator of the City of Buckley shall be responsible for the administration of this Agreement. No joint acquisition of real or personal property is contemplated hereunder. This Agreement does not create a separate entity for the provision of services. Rather it is the intent of the parties that the City of Buckley shall provide police services as described herein.

**REVENUES RECEIVED FROM FINES AND FORFEITURES.** The City of Buckley agrees that the fines and forfeitures received from the prosecution of infractions, citations, and criminal arrests in the Town of Wilkeson after the payment of assessments to the State as required by law, will remain with the Town of Wilkeson.

**PROCEEDS FROM SEIZURES.** The Town of Wilkeson and the City of Buckley agree that all proceeds from drug or other crime related seizures, after costs and assessments that are due to the State of Washington pursuant to statute, shall be divided equally between the parties.

**TERM OF AGREEMENT.** The term of this Interlocal Agreement shall be January 1, 2025, through December 31, 2026, unless cancelled upon thirty (30) days advance written notice by either party. A review of compensation will occur toward the end of the current contract no later than December 1<sup>st</sup> of the calendar year. Changes in compensation may be made to this Agreement by addendum.

**INTEGRATED AGREEMENT.** This Agreement constitutes the entire Agreement of the parties regarding Buckley's provision of police services as described in this Agreement for the Town of Wilkeson and supersedes any oral or written agreement or negotiations between the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

TOWN OF WILKESON

By: \_\_\_\_\_  
Mayor Jeff Sellers

ATTESTED:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Marie Wellock, Town Clerk

By: \_\_\_\_\_  
Michael J. Reynolds, Town Attorney

CITY OF BUCKLEY

By: \_\_\_\_\_  
Mayor Beau Burkett

ATTESTED:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Treva Zumek, City Clerk

By: \_\_\_\_\_  
Phil Olbrechts, City Attorney

## **F. STAFF REPORTS**

2024



## 3rd Quarter 2024 Public Safety Report

**Buckley Police Department**  
**July - September 2024**

CITY OF BUCKLEY | 146 S Cedar St., Buckley, WA 98321

#### PATROL ACTIVITY

**July 2024 - 07/05/2024, 12:17 AM DUI Arrest SR 410/Jefferson Ave** - While on patrol, an officer observed a Kia Rio driving in the oncoming lanes near the area of State Route 410 and Jefferson Ave. The officer conducted a traffic stop and the 41-year-old male driver pulled over. The officer noticed the driver smelled strongly of alcohol. The male driver had difficulty following directions. The driver completed a series of field sobriety tests and the officer determined the 41-year-old male was driving while impaired. The male was placed under arrest for DUI and an authorized search warrant for the male's blood was executed. The male was issued a citation for DUI and driving without a valid driver's license without proof of identification. The male was then transported and booked into SCORE Jail.

**07/05/2024, 12:03 PM Indecent Exposure/Possession of Drugs 200 block S 2nd Street** Officers were dispatched to a report of an indecent exposure incident. The caller stated a 58-year-old male exposed himself to her 51-year-old husband and 12-year-old son. When the officer arrived, they determined there was probable cause to arrest the 58-year-old male for indecent exposure to an adult and to a minor. The 58-year-old male was placed under arrest. Drug paraphernalia and a small baggie containing crystal-like substances were found and later tested positive for methamphetamine. The male was transported and booked into SCORE Jail.

**07/12/2024, 3:02 PM Public Indecency/Warrants Hinkleman Rd/Hinkleman Rd Extension** - While on patrol on Hinkleman Rd Extension, an officer observed a 27-year-old male standing next to a blue Chevrolet S10 truck urinating in public in open view on the side of the roadway. The officer contacted the male about public indecency and learned he had two misdemeanor warrants for his arrest from Orting and Pierce County. The male was arrested and booked into Enumclaw Jail for his warrant out of Orting. The male was cited for public indecency.

**July cont. - 07/14/2024, 3:03 AM DWLS 2nd degree 29405 SR 410** - While on patrol, an officer observed a suspicious white Honda Civic at the Econo Lodge with an exposed door panel. A 35-year-old male advised his vehicle had wiring issues. The male declined any assistance and went into the hotel. After checking the vehicle's license plate, the officer learned the male had a suspended driver's license. After a short period passed, officers observed the same male driving the white Honda Civic. Officers pulled the vehicle over and contacted the 35-year-old male. The male was placed under arrest for DWLS 2nd degree. Drug paraphernalia was located in the male's pocket containing a white powdery substance. The male was transported and booked into Enumclaw Jail.

**07/12/2024, 5:54 PM DWLS Park Naches** - While on patrol, an officer saw a blue Suzuki Vitara pass by their location and checked its license plate, discovering the registered owner had a suspended driver's license. The officer conducted a traffic stop and identified the 29-year-old male driver as the vehicle's owner. The driver was cited for driving with a suspended license and issued an infraction for driving without vehicle insurance.

**07/11/2024, 8:31 PM Protection Order Violation 200 block S 2nd Street** - Officers were dispatched to a violation of a protection order in progress. Officers arrived on the scene and contacted the victims. Officers determined there was probable cause to arrest the 58-year-old male for violating components of the protection order. Officers then contacted the male suspect and issued him a criminal citation for the protection order violation.

**07/09/2024, 11:32 AM Assault 29300 block State Route 410** - Officers were dispatched to a disorderly dispute at the laundromat between two males. Officers arrived and learned that one male was upset at another male for removing his clothes from either the washing or dryer machine. Both males ended up punching each other. Both declined to be a victim of an assault and decided to go their separate ways.

**07/20/2024, 12:50 AM Agency Assist for a motor vehicle DUI/Collision 25400 SR410** - Buckley Officers responded to a report of a serious high impact collision. Buckley Officers assisted with scene safety after State Patrol arrived on scene for the investigation. The causing driver was arrested by WSP for DUI.

PUBLIC SAFETY REPORT

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## PATROL ACTIVITY Cont.

**August 2024 : 08/25/2024, 12:12 PM Driving with a Suspended Driver's License Mason Ave/Second Street -**

While on patrol, an officer conducted a traffic stop on a white Nissan Frontier for failing to signal before turning. The officer contacted the 23-year-old male driver and determined he was driving with a suspended driver's license. The driver was issued a citation requiring him to appear in court.

**08/24/2024, 10:54 PM DUI Arrest 27900 SR 410 E** - While on patrol, an officer observed a black Cadillac partially blocking the roadway on State Route 410 while stopped on the shoulder. The Cadillac then merged back into traffic, quickly accelerating. The vehicle had an expired registration from 2020 and was heavily swerving. The officer conducted a traffic stop and contacted the 31-year-old male driver. The officer smelled the odor of alcohol. After a DUI investigation, the officer determined the driver was impaired and could not safely operate a motor vehicle. The male was arrested for DUI and was found to be over the legal limit to drive.

**08/23/2024, 11:37 PM Burglary, Malicious Mischief, Eluding, Hit and Run, Obstruction 28820 State Route 410 -**

Buckley Officers responded to a burglary in progress at Platt Electric. Pierce County Deputies located the suspects in a white Ford Econoline van going westbound on SR 410 near 254th Street E. Deputies pursued the vehicle toward Bonney Lake and deployed spike strips. The driver continued fleeing and collided with another vehicle near the 9000 block of 214th Ave E. The driver attempted to flee the collision scene, and the Deputies performed a PIT maneuver, causing the vehicle to come to a stop. Three suspects fled on foot from the vehicle and were apprehended. All three males were brothers: a 37-year-old, a 35-year-old, and a 31-year-old. The van was determined to be stolen from Federal Way. All three males were medically cleared and booked into Pierce County Jail for burglary, possession of a stolen vehicle, obstruction, and other charges. A search warrant was executed on the van, and items stolen from Platt Electric were retrieved.

*September 2024:*

**09/12/2024, 11:30pm Assist Puyallup PD w/ stolen vehicle pursuit** - Officers learned of a Puyallup Police vehicle pursuit headed into South Prairie from Orting. Buckley officers drove to South Prairie to assist with setting spike strips to demobilize the suspect vehicle. When officers set the spikes on the road the suspect vehicle veered to avoid them directly into one of the standby officers. The Buckley officer narrowly missed getting hit by the suspect vehicle. The suspect vehicle made a couple more turns and then crashed into the ditch. Officers quickly conducted a high risk arrest of the suspect and took him into custody for a multitude of felony charges. The Buckley officer sustained minor injuries and was sent home after the call.

**09/05/2024, 8:45PM, Assist Pierce County Sheriff / Washington State Patrol w/ Stolen Vehicle - High Risk Stop -**

A Pierce County Deputy was following a vehicle westbound State Route 410 that returned as a stolen vehicle hit on his license plate reader. As the vehicle entered the city a collision occurred with the deputy & trooper. Buckley officers followed the suspect vehicle and conducted a high risk stop of the occupants. It was later determined that the vehicle had been recovered on a previous date but was not cleared out of the system by the recovering agency. State Patrol and Pierce County conducted the accident investigation and both the trooper and deputy sustained minor injuries.

**09/20/2024, 8:00PM DUI/Collision State Route 410 @ Park Ave** - Witnesses called 911 to report a vehicle striking one of the signal poles at SR410 & Park Ave. Witnesses followed the suspect vehicle into the City as it could only travel at a very low rate of speed due to the damage sustained. Officers located the suspect vehicle which was towing a horse trailer in the Perkins Prairie residential neighborhood. Officers contacted the driver, a 27 year old male who was highly intoxicated. The driver was arrested for DUI and Hit n Run. This was the drivers second arrest for DUI but was unable to go to jail as he was too intoxicated for entry. After being processed for DUI the driver was transported to St. Elizabeth Hospital to be cleared medically.



# 2025 POLICE CITIZEN'S ACADEMY



**WHEN**  
Thursdays for 8 weeks  
February 6th to March 27th  
6PM to 8:30PM  
Saturday March 22nd  
10AM to 2PM



**WHERE**  
Glacier Middle School  
240 North C Street  
Buckley, WA 98321



**REGISTRATION**  
Applications are available at  
[www.cityofbuckley.com](http://www.cityofbuckley.com) and  
the Buckley Police Dept.



**CONTACT**  
Officer Melissa Phillips  
253-204-0236  
[mphillips@cityofbuckley.com](mailto:mphillips@cityofbuckley.com)

Sergeant Arthur Fetter  
253-455-0242  
[afetter@cityofbuckley.com](mailto:afetter@cityofbuckley.com)

**APPLICATIONS ACCEPTED AT [WWW.CITYOFBUCKLEY.COM](http://WWW.CITYOFBUCKLEY.COM)**

Our goal is to build strong relationships with the residential and business communities within the city limits of Buckley, Wilkeson, and Carbonado.

#### Program Details

- Free Class: Limited to 25 participants
- Eligibility: Must be 18 years or older; priority given to local residents
- Background Check: All participants will undergo a limited background check

#### What You'll Experience:

- Ride-Along with Officers
- Classroom and Hands-On Training
- Insight into Police Operations
- Meet Members of the Police Department
- Special Guest Speakers

#### Topics Covered:

- Criminal Procedures
- Traffic Enforcement
- Hostage Negotiation
- Detective Investigations
- Use of Force
- ...and Much More!



BUCKLEY POLICE  
DEPARTMENT

# By the Numbers

## TRAFFIC ENFORCEMENT / CALLS FOR SERVICE 3RD QUARTER 2023/ 2024

Traffic Stops	419 / <b>616</b>
DUI's	7 / <b>6</b>
Traffic Complaints / Motor Vehicle Collisions	23/45 - <b>59/32</b>
Traffic Misdemeanor Arrests	17 / <b>30</b>
Infractions Issued	145 / <b>248</b>
Felony Arrests	1 / <b>7</b>
Misdemeanor Arrests	11 / <b>10</b>
Patrol Follow Ups	46 / <b>100</b>
Officer Initiated Contacts	963 / <b>1036</b>
CAD Calls for Service	1732 / <b>2031</b>
Formal Reports Taken	114 / <b>117</b>