



BUCKLEY CITY COUNCIL AGENDA

Tuesday, November 12, 2024 at 6:00 P.M.

Multi-Purpose Center, 811 Main Street

Next Ordinance #12-24, Next Resolution #24-10, Next Agenda Bill #24-059

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)

C. COMMITTEE REPORTS

- | | |
|--|-----------|
| 1. Mayor's Report | Burkett |
| 2. Planning Commission | Arsanto |
| 3. Lodging Tax Advisory Committee | Bergerson |
| 4. Council Member Comments & Good of the Order | |

D. CONSENT AGENDA

- a. Claims & Payroll

E. REGULAR AGENDA

1. PUBLIC HEARINGS

- a. 2025-2026 Preliminary Budget

2. NEW BUSINESS

- a. ILA with the Town of Wilkeson for Fire and EMS
- b. ILA with the Town of Carbonado for FRE and EMS
- c. Adoption of 2025 Legislative Priorities

F. STAFF REPORTS

1. City Administrator Update
 - a. Comp Plan Update

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

B. PUBLIC COMMENTS

C. COMMITTEE REPORTS

D. CONSENT AGENDA

CITY OF BUCKLEY			
Payroll and Claims/Treasurer Checks - October 2024			
November 12, 2024 Council Meeting			
FUND #	FUND NAME	AMOUNT	ITEM
001	General Fund	\$ 472,079.26	Payroll
		\$ 175,299.29	Claims/Treasurer Checks
003	GF Cumulative Reserve		Claims/Treasurer Checks
004	Cemetery	\$ 682.57	Claims/Treasurer Checks
007	Police Equip. Maintenance Reserve	\$ -	Payroll
		\$ 5,958.35	Claims/Treasurer Checks
008	Railroad ROW	\$ 2,560.75	Payroll
		\$ -	Claims/Treasurer Checks
030	Fire Equipment & EMS Reserve	\$ 496.83	Claims/Treasurer Checks
035	Park Construction	\$ -	Claims/Treasurer Checks
101	Street Operations	\$ 7,420.00	Payroll
		\$ 13,459.06	Claims/Treasurer Checks
102	Street Capital Improvement	\$ 40,396.88	Claims/Treasurer Checks
103	Transportation Benefit District	\$ 20.00	Claims/Treasurer Checks
105	EMS	\$ 48,808.56	Payroll
		\$ 34,847.13	Claims/Treasurer Checks
109	Criminal Justice		Payroll
			Claims/Treasurer Checks
134	Fire Dept Facility Maint & Cap Imp	\$ 3,945.34	Claims/Treasurer Checks
136	Visitor Promotion	\$ 6,345.72	Claims/Treasurer Checks
202	Fire Station Construction Bond		Claims/Treasurer Checks
307	Capital Improvement	\$ 170,938.83	Claims/Treasurer Checks
308	Comp Plan Capital Improvements	\$ 74,596.39	Payroll
			Claims/Treasurer Checks
401	Natural Gas Operations	\$ -	Claims/Treasurer Checks
402	Water Sewer Operations	\$ 119,559.99	Payroll
		\$ 70,966.49	Claims/Treasurer Checks
403	Solid Waste	\$ -	Claims/Treasurer Checks

FUND #	FUND NAME	AMOUNT	ITEM
405	Sewer Construction	\$ 28,558.29	Claims/Treasurer Checks
406	Water Construction	\$ 19,936.10	Claims/Treasurer Checks
407	Storm Drain Operation & Maint	\$ 34,103.77	Payroll
		\$ 20,001.79	Claims/Treasurer Checks
408	Stormwater Construction	\$ 63,308.00	Claims/Treasurer Checks
430	Utility Equipment Reserve	\$ 3,246.00	Claims/Treasurer Checks
631	Municipal Court Trust		Claims/Treasurer Checks
632	Custodial Activities	\$ 10,798.69	Claims/Treasurer Checks
	Total Payroll	\$ 684,532.33	
	Total Claims & Treasurer Checks	\$ 743,801.75	
	Date Approved by Council -		Finance Director, Sandi Hines
Payroll =	October- mid-month draw & end of month		
Claims =	October - all batches		

E. REGULAR AGENDA



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: November 12, 2024 AB24-059	
Public Hearing: City of Buckley 2025-2026 Preliminary Budget		Department/Committee/Individual	Created Reviewed
		Mayor	X
		City Administrator	X
		City Attorney	X
		City Engineer	
		City Clerk	X
		Finance Dept	X
		Building Official	
		Fire Dept	
		Parks & Recreation	
		Building & Planning	
		Police Dept	
Municipal Court			
PW/Utilities			
Staff Contact: Finance Director Sandi Hines			
Attachments: Public Hearing Notice and Memo			
SUMMARY STATEMENT: Pursuant to RCW 35A.33.055, the City Council is required to conduct a Public Hearing on the 2025-2026 Preliminary Budget.			
COMMITTEE REVIEW AND RECOMMENDATION: Various Council Committee meetings and Full City Council Study Sessions.			
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 2025-2026 PRELIMINARY BUDGET CITY OF BUCKLEY

NOTICE IS HEREBY GIVEN that the Buckley City Council will hold a **Public Hearing** shortly after 6:00 PM at the City Council meeting on **Tuesday, November 12, 2024**, at the Multi-Purpose Center located at 811 Main Street, Buckley, WA 98321. The purpose of the Public Hearing is to solicit public input and comment from interested individuals or groups on the **2025-2026 PRELIMINARY BUDGET**.

Each person wishing to comment on the 2025-2026 Preliminary Budget will need to submit their comments in writing to City Clerk Treva Zumek at tzumek@cityofbuckley.com prior to 5:00 PM on November 11, 2024, if you are not attending in person to comment.

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

Questions may be answered by contacting City Staff at 360-761-7801. A copy of the 2025-2026 Preliminary Budget will be available at City Hall after November 4, 2024.

DATED this 21st day of October 2024.

Posted: October 21, 2024

Published: October 30, 2024, and November 6, 2024



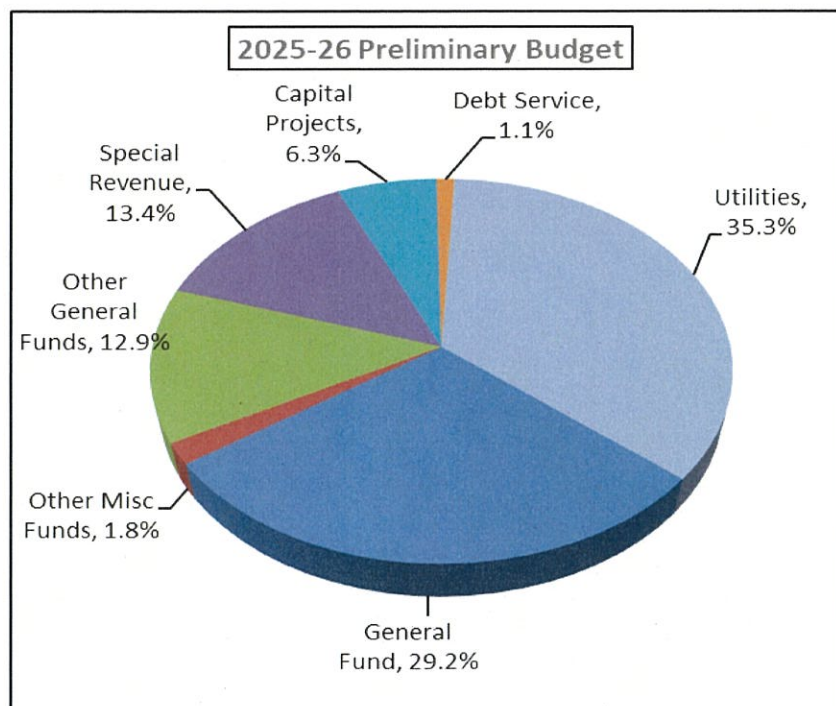
Memo

To: Mayor and City Council
From: Sandi Hines, Finance Director
Date: November 12, 2024
Re: 2025-2026 Budget – Preliminary Budget Public Hearing

Washington State law requires a public hearing on the 2025-2026 Preliminary Budget as presented to the City Council (RCW 35A.33.055). The public hearing scheduled for November 12, 2024, is on the 2025-2026 Preliminary Budget, including revenue and expenditure projections, personnel summary, and capital improvement projects.

Citywide Budget

The 2025-2026 Preliminary Budget totals \$57,225,723. Total projected 2025 Beginning Fund Balance equals \$16,421,688 with total projected 2025-2026 Revenue of \$40,804,035. Citywide projected Expenditures for 2025-2026 are \$44,926,328 with a total projected 2026 Ending Fund Balance of \$12,299,395. Ending Fund Balance is planned to decrease by \$4,122,293, or 25 percent, from Beginning Fund Balance due to the planned use of fund balance resources carried over from 2024 for several large capital improvement projects. The following pie chart and table illustrate the 2025-2026 Preliminary Budget by fund category/fund.



2025-2026 Preliminary Budget									
Fund		Beginning Fund Balance	2025 Revenue	2026 Revenue	Total Revenue	2025 Expenditures	2026 Expenditures	Total Expenditures	Ending Fund Balance
001	General	622,467	7,935,964	8,139,245	16,075,210	7,866,073	8,237,064	16,103,137	594,539
002	Contingency	309,210	-	-	-	-	-	-	309,210
003	Cumulative Reserve	5,036,852	-	-	-	-	-	-	5,036,852
004	Cemetery Operating	11,669	250	250	500	3,804	4,010	7,814	4,355
007	Police Equipment Reserve	111,785	189,750	194,980	384,730	224,000	233,500	457,500	39,015
008	Railroad ROW	77,574	-	-	-	77,574	-	77,574	-
030	Fire Equipment Reserve	553,335	91,504	91,504	183,008	89,500	89,500	179,000	557,343
035	Park Construction	356,419	175,000	200,000	375,000	450,509	251,259	701,768	29,651
101	Street Operating	20,688	407,144	410,607	817,751	384,283	406,147	790,430	48,009
102	Arterial Street Improv.	1,219,555	1,187,000	475,000	1,662,000	1,515,018	66,734	1,581,752	1,299,803
103	Transportation Benefit Dist.	13,838	280,500	288,000	568,500	270,793	271,083	541,876	40,462
105	EMS	61,266	893,442	927,663	1,821,105	924,508	953,174	1,877,682	4,689
109	Criminal Justice /Drug Enforc	481,921	145,682	150,523	296,205	309,933	322,030	631,963	146,163
134	Fire St Maint./Capital Improv	194,464	19,228	19,228	38,456	23,288	24,977	48,265	184,655
136	Visitor Promotion	333,365	71,350	73,050	144,400	125,868	70,000	195,868	281,897
202	Fire Station Bond	70,701	285,620	284,420	570,040	285,620	284,420	570,040	70,701
307	Capital Improvements	1,397,810	787,000	585,000	1,372,000	1,877,427	549,693	2,427,120	342,690
308	Comp Plan Capital Improv.	378,512	216,400	216,100	432,500	472,576	163,205	635,781	175,231
401	Natural Gas Operating	3,301	215	160	375	565	565	1,130	2,546
402	Water/Sewer Operating	518,093	4,314,680	4,505,900	8,820,580	4,445,478	4,642,878	9,088,356	250,318
403	Solid Waste Operating	3,908	1,165	1,160	2,325	1,450	1,450	2,900	3,333
405	Sewer Construction	1,369,321	1,012,000	1,035,000	2,047,000	1,635,595	783,458	2,419,053	997,268
406	Water Construction	450,329	767,750	774,500	1,542,250	961,597	528,235	1,489,832	502,747
407	Stormwater Operating	73,976	870,500	884,900	1,755,400	889,537	923,953	1,813,490	15,886
408	Stormwater Construction	2,169,354	525,200	522,200	1,047,400	806,267	1,735,930	2,542,197	674,557
430	Equipment Reserve	330,192	37,250	37,050	74,300	-	-	-	404,492
631	Court Trust	12,782	250,000	250,000	500,000	243,000	243,000	486,000	26,782
632	Custodial Activities	3,418	126,500	126,500	253,000	126,500	126,500	253,000	3,418
701	Cemetery Improvement	235,583	10,000	10,000	20,000	1,400	1,400	2,800	252,783
TOTAL BUDGET		16,421,688	20,601,094	20,202,941	40,804,035	24,012,163	20,914,165	44,926,328	12,299,395

General Fund Budget

The General Fund provides most of the administrative, public safety, and community services to the City. Revenue is derived from multiple sources including property taxes, sales and use taxes, public and private utility taxes, license and permit fees, gambling taxes, excise taxes from liquor and marijuana, rentals and leases, user fees, plan review services, service contracts (law enforcement and fire), grants, fines and forfeitures, and investment interest.

The largest source of revenue for the General Fund comes from taxes. Sales Tax is the number one revenue source at 20.7 percent of total General Fund revenue. Second is Property Tax at 17.2 percent followed closely by total utility taxes at 16.4 percent.

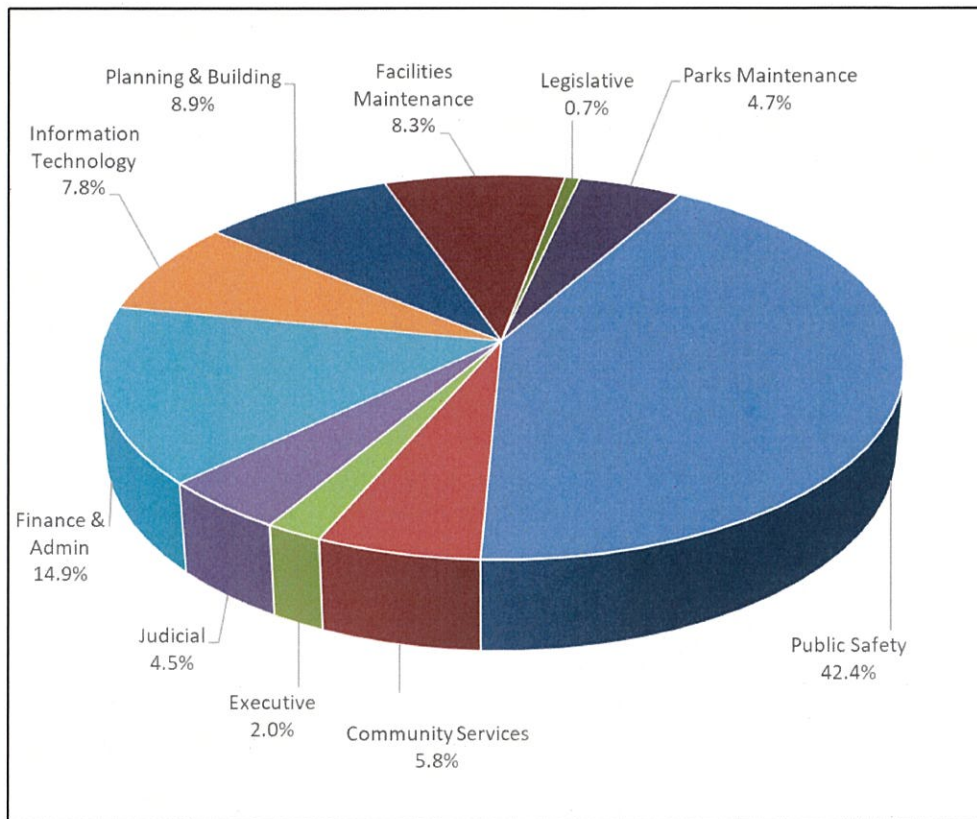
Total General Fund revenue for 2025 is projected at \$7,935,964, which is 9.5 percent greater than the 2024 Revised budget. The increase is mainly due to increased transfers-in from the other operating funds to reimburse the General Fund for indirect services support based on the Indirect Cost Allocation Plan (ICAP). Another area of increase is in Licenses and Permits for increased building permit and development activity. Total General Fund revenue for 2026 is projected at \$8,139,245, or a 2.6 percent increase over 2025, mainly from continued strong development revenue and building permits. General Fund revenue for 2025-2026 is illustrated in the following table:

General Fund Revenue								
Category	2024	2024	2025	2026	\$\$ Change		% Change	
	Rev. Budget	YE Estimate	Prelim	Prelim	'24 to '25	'25 to '26	'24 to '25	'25 to '26
Property Tax	1,325,896	1,325,896	1,360,295	1,401,104	34,399	40,809	2.59%	3.00%
Sales & Use Tax	1,642,000	1,507,000	1,633,800	1,695,600	(8,200)	61,800	-0.50%	3.78%
Combined Utility Tax	1,268,500	1,249,750	1,294,700	1,336,700	26,200	42,000	2.07%	3.24%
Gambling & Other Taxes	14,000	19,500	20,200	20,900	6,200	700	44.29%	3.47%
Licenses & Permits	378,800	406,275	833,713	941,013	454,913	107,300	120.09%	12.87%
Intergovernmental	304,103	336,939	277,458	243,440	(26,645)	(34,018)	-8.76%	-12.26%
Charges for Goods & Svcs	723,159	681,290	686,145	705,775	(37,014)	19,630	-5.12%	2.86%
Fines & Penalties	103,600	102,735	109,100	109,100	5,500	-	5.31%	0.00%
Miscellaneous	307,860	268,020	257,060	234,345	(50,800)	(22,715)	-16.50%	-8.84%
Nonrevenues (pass thru)	8,064	32,212	-	-	(8,064)	-	-100.00%	0.00%
Transfers	961,019	961,019	1,265,493	1,258,768	304,474	(6,725)	31.68%	-0.53%
Community/Sr. Center	89,725	99,025	110,000	109,000	20,275	(1,000)	22.60%	-0.91%
Buckley Hall	37,000	32,000	32,000	32,000	(5,000)	-	-13.51%	0.00%
Youth Center	85,900	95,970	56,000	51,500	(29,900)	(4,500)	-34.81%	-8.04%
Total Revenue	7,249,626	7,117,631	7,935,964	8,139,245	686,338	203,281	9.47%	2.56%

The 2025-2026 Preliminary Budget for the General Fund proposes to expend in 2025 a total of \$7,866,073, a 6 percent increase from the Revised 2024 Budget, and \$8,237,064 in 2026, a 4.7 percent increase over 2025. The 2025-2026 Preliminary Budget anticipates a 2025 beginning fund balance (BFB) of \$622,467, and after projected expenditures is forecasted to end 2026 with an ending fund balance (EFB) of \$594,539.

The PW/Admin Local 302 union is currently in contract negotiations. The Police union has a closed contract for 2025 and includes a cost-of-living wage adjustment (COLA) at 3.5 percent that has been factored into the personnel costing. The budget also includes a 4 percent COLA for the City's unrepresented positions and the hourly staff. Benefit costs for 2025 for employees enrolled in the AWC's HealthFirst 250 Plan are increasing 7.3 percent and for those Police Department employees enrolled in the LEOFF Medical Trust by a smaller increase of 4 percent. Personnel costs and benefits for 2026 include inflationary factors and will be adjusted during the mid-biennial update in 2026.

Overall spending for such items as supplies, repair and maintenance services, professional services, and travel and training is consistent with prior years with adjustments made for inflation. The pie chart on the following page depicts the budget breakdown by department for the General Fund. Additionally, the table on the following page illustrates the percentage change in the proposed General Fund budget for each department/function.



General Fund Expenditures					
Dept/Function	2024 Revised Bgt	2025 Prelim	2026 Prelim	% Change '24 to '25	% Change '25 to '26
Legislative	54,666	53,071	53,113	-2.9%	0.1%
Judicial	331,428	352,454	371,601	6.3%	5.4%
Executive	158,712	158,313	161,523	-0.3%	2.0%
Administration & Finance	1,020,238	1,137,466	1,182,109	11.5%	3.9%
Legal	30,000	30,000	25,000	0.0%	-16.7%
Personnel	4,200	6,020	5,520	43.3%	-8.3%
Facilities Maintenance	579,867	652,398	709,673	12.5%	8.8%
Information Technology	375,176	616,931	439,543	64.4%	-28.8%
Police	2,575,657	2,722,944	3,070,149	5.7%	12.8%
Fire	761,690	611,027	637,769	-19.8%	4.4%
Economic Environment	4,650	5,450	5,750	17.2%	5.5%
Building	164,297	204,198	210,507	24.3%	3.1%
Planning	593,518	484,180	505,831	-18.4%	4.5%
Mental Health	2,000	2,000	2,000	0.0%	0.0%
Community Events & Rec.	74,494	70,153	71,991	-5.8%	2.6%
Parks Maintenance	330,397	372,112	379,106	12.6%	1.9%
Capital Equipment	11,000	-	-	-100.0%	N/A
Transfers Out	1,500	1,000	1,000	-33.3%	0.0%
Multi-Purpose/Sr. Center	173,433	191,795	200,483	10.6%	4.5%
Buckley Hall	23,000	23,500	24,250	2.2%	3.2%
Youth Center	152,775	171,061	180,146	12.0%	5.3%
Total General Fund	7,422,698	7,866,073	8,237,064	6.0%	4.7%



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT:		Agenda Date: November 12, 2024 AB24-060	
Interlocal Agreement with the Town of Wilkeson for providing Fire and Emergency Medical Services		Department/Committee/Individual	Created Reviewed
		Mayor	X
		City Administrator	X
		City Attorney	X
		City Engineer	
		City Clerk	X
		Finance Dept	
		Building Official	
		Fire Dept	X
		Community Services	
Fiscal Impact: Quarterly Billing @ \$4,382.50		Planning Dept	
Fund Source:		Police Dept	
Timeline: January 1 st 2025 – December 31, 2026		Municipal Court	
		PW/Utilities	
Staff Contact: Eric Skogen, Fire Chief			
Attachments: 2025-2026 Interlocal Agreement for Fire and EMS			
<p>SUMMARY STATEMENT:</p> <p>Since 2014, the City of Buckley has provided Fire and Emergency Medical Services to the Town of Wilkeson through an Interlocal Agreement. This agreement has been updated to reflect a 3% increase that is being proposed to the Town of Wilkeson for 2025-2026.</p>			
COMMITTEE REVIEW AND RECOMMENDATION: Not Reviewed by Committee			
RECOMMENDED ACTION: Move to Approve the Interlocal Agreement between the City of Buckley and Town of Wilkeson for providing Fire and Emergency Medical Services.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

**CITY OF BUCKLEY and TOWN OF WILKESON
INTERLOCAL COOPERATION AGREEMENT
FOR FIRE PROTECTION, EMERGENCY MEDICAL and RELATED SERVICES**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the City of Buckley and the Town of Wilkeson for the purpose of describing the authority and responsibility of each party and establishing the terms of the agreement by which the City of Buckley will provide fire protection, emergency medical, and related services within the incorporated jurisdictional limits of the Town of Wilkeson.

WHEREAS, the Town of Wilkeson does not have an organized municipal fire department; and

WHEREAS, the Town of Wilkeson is in immediate need of fire protection, emergency medical, and related services; and

WHEREAS, the City of Buckley does operate a municipal fire department providing fire protection, emergency medical, and related services; and

WHEREAS, the Town of Wilkeson, in lieu of organizing their own fire department, has determined it to be in their best interest to contract with another governmental entity or entities to provide fire protection, emergency medical, and related services within the incorporated jurisdictional limits of the Town of Wilkeson; and

WHEREAS, the Town of Wilkeson owns a fire station facility located within the incorporated jurisdictional limits of the Town of Wilkeson; and

WHEREAS, the Town of Wilkeson will allow the use of their fire station facility for the purpose of providing fire protection, emergency medical, and related services within the incorporated jurisdictional limits of the Town of Wilkeson ; and

WHEREAS, the City of Buckley has the capacity to provide fire protection, emergency medical and related services within the incorporated jurisdictional limits of the Town of Wilkeson; and

WHEREAS, the Town of Wilkeson desires to have the City of Buckley provide fire protection, emergency medical, and related services within the incorporated jurisdictional limits of the Town of Wilkeson;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Parties.** The parties to this Agreement are the City of Buckley, WA and the Town of Wilkeson, WA.
2. **Purpose.** The purpose of this Agreement is to define the terms by which the City of Buckley will provide fire protection, emergency medical, and related services within the jurisdiction limits of the Town of Wilkeson, and by which the Town of Wilkeson will allow the City of Buckley's use of the Town of Wilkeson's fire station facility for the purpose of providing these services in the Town of Wilkeson.

3. **Duration.** This Interlocal Agreement shall be effective January 1st, 2025, and after execution by the parties. The duration of this Interlocal Agreement is for twenty-four months; provided that either party may terminate its participation in this Interlocal Agreement upon one hundred-eight (180) calendar days written notice to the other party. However, after the initial duration of this agreement it shall be automatically renewed from year-to-year. The parties reserve the right to renegotiate terms or negotiate a successor Agreement.
4. **Authority.** This Interlocal Cooperation Agreement is executed pursuant to the authority conferred upon the parties in Chapter 39.34, RCW the Interlocal Cooperation Act. Further, the authority of the City of Buckley to enter this agreement is codified at RCW 35A.11.040. In all respects, the parties shall be deemed to be acting in their governmental capacities.
5. **No new entity.** The parties of this Interlocal Agreement do not create a new entity to perform this Agreement.
6. **Agreement of Terms.** To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, the parties agree to these terms:
 - A) The City of Buckley shall provide fire prevention and public education, fire origin and cause investigation, fire suppression, emergency medical services, hazardous materials incident response, rescue, and related services including dispatch, to all properties and persons within the incorporated jurisdictional limits of the Town of Wilkeson. These services shall be provided on the same basis as similar services are provided within the incorporated jurisdictional limits of the City of Buckley and as permitted by law; *except* that any defined Level of Service based on a measurement of response time may be different in the Town of Wilkeson than in the City of Buckley. The City of Buckley assumes no liability for failure to provide these services by reason of any circumstances beyond its control.
 - B) The Town of Wilkeson shall provide the City of Buckley full and unlimited access and control of the Town of Wilkeson Fire Station located at 501 Church Street, Wilkeson, WA, including all parking lots and spaces of the parcel on which the fire station facility is located. The Town of Wilkeson is solely responsible to provide and pay for all utilities, building/property insurance, building repairs including fixtures, and maintenance costs necessary for the facility to remain functional as a fire station; *except* for those supplies and materials necessary for the routine cleaning of the facility which shall be furnished by the City of Buckley.
 - C) As part of services the City of Buckley shall provide for the routine cleaning and inspection of the fire station facility owned by the Town of Wilkeson. Needs for repairs or maintenance shall be promptly reported to the Mayor of the Town of Wilkeson or the Mayor's designee.
 - D) The City of Buckley shall provide regular reports to the Town of Wilkeson Mayor and Council concerning the delivery of services in the Town of Wilkeson. The format and frequency of such reports shall be determined and mutually agreed to by the Town of Wilkeson Mayor and City of Buckley Fire Chief.
 - E) The administration of the services, facilities, and personnel necessary to carry out the operations required by this Agreement shall be conducted by the Fire Chief of the City of Buckley or the Chief's designee.

7. **Property.** It is not expected that property shall be acquired or disposed of on behalf of this Interlocal Agreement. The property owned by the City of Buckley and used in providing the services under the terms of this Agreement shall remain the property of the City of Buckley, and the property owned by the Town of Wilkeson and used in providing the services under the terms of this Agreement shall remain the property of the Town of Wilkeson.
8. **Terms of Compensation.** The Town of Wilkeson shall compensate the City of Buckley a fee equal to an annual rate of \$17,530. The City of Buckley shall invoice the Town of Wilkeson quarterly on or about the 1st day of March, June, September and December; and the Town of Wilkeson shall pay the amount of the quarterly invoice to the City of Buckley within 30 calendar days of their receipt of the invoice. The parties agree to review the amount of annual compensation during the month of August of each calendar year and propose any changes in the annual rate of compensation no later than September 30th of each year. The annual rate of compensation may be amended by an addendum to this agreement and upon approval of both parties.

The parties acknowledge the methodology used to determine the current rate of compensation is based on the Town of Wilkeson also being party to an Interlocal Agreement with the Town of Carbonado, through which the Town of Wilkeson compensates the Town of Carbonado for services related to the provision of fire protection and emergency medical services in the Town of Wilkeson. If, at any time and for any reason, the Town of Wilkeson and Town of Carbonado terminate their Agreement or the terms of their Agreement are substantially changed, the Town of Wilkeson and City of Buckley agree to adjust the rate of compensation paid to the City of Buckley by the Town of Wilkeson within 30 calendar days of the effective date of termination or change in terms.

9. **Integrated Agreement.** This Interlocal Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document. This Interlocal Agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
10. **No Third Party Beneficiary.** The provisions of this Interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Interlocal Agreement. This Interlocal Agreement between the parties is only intended to create rights and/or obligations between the signatory parties.
11. **Governing Law.** This Interlocal Agreement is entered into and shall be governed by the laws of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.

12. **Arbitration of Disputes.** It is the intent of the parties to this Interlocal Agreement that disputes, if any, between the parties hereto relating to this Agreement or the breach thereof shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
13. **Construction/Interpretation.** This Interlocal Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.
14. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this Interlocal Agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf.
15. **Insurance Requirements.** Each party to this Agreement shall maintain and procure for the duration of this Agreement insurance against claims for injuries to persons or damages to property owned by the party. The insurance so purchased should provide Commercial General Liability, Automobile Liability, Pollution Liability, and Property and Automobile physical damage coverage for both the station and any apparatus owned by the party. Minimum levels for Commercial General Liability should be \$1,000,000 per occurrence/\$2,000,000 annual aggregate; Auto Liability shall be covered at \$1,000,000 combined single limit for Any auto; Pollution Liability shall provide \$1,000,000 per occurrence and as an annual aggregate. The vehicle shall be covered for its actual cash value for physical damage coverage and the Property insurance shall cover any facility for its replacement value.
- Each party shall furnish the other party with certificates of insurance signed by a person authorized by that insurer to bind coverage on its behalf and the City/Town should be named as an additional insured as respects their interest therein.
16. **Waiver of Breach.** The failure of any party to this Interlocal Agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this Interlocal Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right of any other covenants or agreements which shall all be and remain in full force and effect.
17. **Industrial Insurance Waiver.** With respect to the performance of this Interlocal Agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties, only under Title 51 RCW, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this Interlocal Agreement.

18. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.
19. **Severability.** If any term, provision, covenant, or condition of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
20. **Captions.** The captions used herein are for convenience only and are not a part of this Interlocal Agreement and do not in any way limit or amplify the terms and provisions hereof.

CITY OF BUCKLEY

Address: PO Box 1960
Buckley, WA 98321-1960

TOWN OF WILKESON

Address: PO Box 89
Wilkeson, WA 98396-0089

Beau Burkett, Mayor

Jeff Sellers, Mayor

Dated: _____

Dated: _____

ATTEST:

ATTEST:

Teva Zumek, City Clerk

Marie Wellock, Town Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Phil Olbrechts, City Attorney

Mike Reynolds, Town Attorney



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Interlocal Agreement with the Town of Carbonado for providing Fire and Emergency Medical Services Administration. Fiscal Impact: Quarterly Billing @ \$2,625 Fund Source: Timeline: January 1 st 2025 – December 31, 2026	Agenda Date: November 12, 2024 AB24-061		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		X
	City Engineer		
	City Clerk		X
	Finance Dept		
	Building Official		
	Fire Dept	X	
	Community Services		
	Planning Dept		
Police Dept			
	Municipal Court		
	PW/Utilities		
Staff Contact: Eric Skogen, Fire Chief			
Attachments: Carbonado Fire ILA, Addendum A			
SUMMARY STATEMENT: Since 2014, the City of Buckley has provided Administrative Service for Fire and Emergency Medical Services to the Town of Carbonado through an Interlocal Agreement. Addendum 'A' has been updated to reflect a 3% increase that is being proposed to the Town of Carbonado for 2025-2026.			
COMMITTEE REVIEW AND RECOMMENDATION: Not Reviewed by Committee			
RECOMMENDED ACTION: Move to Approve the Interlocal Agreement between the City of Buckley and Town of Carbonado for providing Fire and Emergency Medical Services Administration.			
RECORD OF COUNCIL ACTION			
<i>Meeting Date</i>	<i>Action</i>	<i>Vote</i>	

**TOWN OF CARBONADO and CITY OF BUCKLEY
INTERLOCAL COOPERATION AGREEMENT
FOR FIRE DEPARTMENT ADMINISTRATION AND USE OF EQUIPMENT**

THIS INTERLOCAL COOPERATION AGREEMENT is entered into by and between the Town of Carbonado and the City of Buckley for the purpose of describing the authority and responsibility of each party and establishing the terms of the agreement by which the City of Buckley will provide Fire Department Administrative Services to the Town of Carbonado; and by which both parties will authorize their approved Fire Department personnel to utilize and operate fire department vehicles, apparatus and equipment owned by the other party.

WHEREAS, the Town of Carbonado, since an Interlocal Agreement entered in 2011, has received from the City of Buckley the services of their Fire Chief on an interim basis to provide administration and oversight of the Town of Carbonado Fire Department; and

WHEREAS, the Town of Carbonado now desires to retain Fire Chief and Fire Department Administration services from the City of Buckley on a more permanent basis; and

WHEREAS, the City of Buckley is able to provide the services of a Fire Chief to the Town of Carbonado for the purpose of Administration of their fire department; and

WHEREAS, through cooperation between the City of Buckley and Town of Carbonado there are opportunities for operational efficiencies afforded both parties in providing fire and emergency medical services if the approved Fire Department personnel of each party are able to utilize and operate the fire department vehicles, apparatus and equipment of the other party; and

WHEREAS, this Interlocal Agreement shall replace the 2011 Interlocal Agreement between the parties for Interim Fire Chief Services in its entirety;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Parties.** The parties to this Agreement are the City of Buckley, WA and the Town of Carbonado, WA.
2. **Purpose.** The purpose of this Agreement is to define the terms by which the City of Buckley will provide the services of a Fire Chief to the Town of Carbonado for the Administration of the Town of Carbonado Fire Department; and the terms by which both parties will allow each other's approved fire department personnel to utilize and operate the fire department vehicles, apparatus and equipment of the other party.
3. **Duration.** This Interlocal Agreement shall be effective June 15th, 2014, and after execution by both governing bodies, and shall continue in full force and effect for a period of twenty-four (24) months; provided either party may terminate its participation in this Interlocal Agreement upon sixty (60) calendar day's written notice to the other party. However, after the initial duration of this agreement it

Interlocal Cooperation Agreement
Town of Carbonado – City of Buckley
Fire Department Administration and Use of Equipment
June 2014
Page 1 of 5

shall be automatically renewed from year-to-year. The parties reserve the right to renegotiate terms or negotiate a successor Agreement.

4. **Authority.** This Interlocal Cooperation Agreement is executed pursuant to the authority conferred upon the parties in Chapter 39.34, RCW the Interlocal Cooperation Act. Further, the authority of the City of Buckley to enter this agreement is codified at RCW 35A.11.040. In all respects, the parties shall be deemed to be acting in their governmental capacities.
5. **No new entity.** The parties of this Interlocal Agreement do not create a new entity to perform this Agreement.
6. **Agreement of Terms.** To carry out the purposes of this Agreement and in consideration of the benefits received by each party, the parties agree to these terms:
 - A) Through their Fire Chief the City of Buckley will provide the Town of Carbonado with Fire Department Administration services and the services of Fire Chief on the same basis and in the same manner as are provided in the City of Buckley, so long as such services will not conflict with the Fire Chief duties and Fire Department Administration needs of the City of Buckley. The Fire Chief is the head administrative officer of the Fire Department and a member of the Mayor's executive staff. The Fire Chief is an administrative, supervisory, professional position responsible to plan, organize and manage Fire Department operations and administration to include finance, planning, purchasing, personnel, fire prevention, training, fire suppression, emergency medical services, rescue, hazardous materials, equipment, facilities and maintenance. The Fire Chief Supervises uniformed and non-uniformed personnel, coordinates services and operations of the Fire Department with the community, other fire service agencies, government organizations, citizens, civic groups, and the media.
 - B) The City of Buckley shall allow Town of Carbonado Fire Department personnel, who are approved by the City of Buckley Fire Chief, to utilize and operate City of Buckley owned fire department vehicles, apparatus and equipment for the purpose of conducting official fire department business and in the performance of official fire department duties.
 - C) The Town of Carbonado shall allow City of Buckley Fire Department personnel, who are approved by the Town of Carbonado Fire Chief, to utilize and operated Town of Carbonado owned fire department vehicles, apparatus and equipment for the purpose of conducting official fire department business and in the performance of official fire department duties.

7. **Property.** It is not expected that property shall be acquired or disposed of on behalf of this Interlocal Agreement. The property owned by the City of Buckley and used in providing the services under the terms of this Agreement shall remain the property of the City of Buckley, and the property owned by the Town of Carbonado and used in providing the services under the terms of this Agreement shall remain the property of the Town of Carbonado.
8. **Terms of Compensation.** As consideration for the services of its Fire Chief, the Town of Carbonado agrees to pay the City of Buckley a fee in the amount of \$375 per month, payable in quarterly installments; *except* that during all periods while the Town of Carbonado is providing fire and emergency medical services to the Town of Wilkeson through a separate Interlocal Agreement between the Town of Carbonado and the Town of Wilkeson, the Town of Carbonado agrees to pay the City of Buckley a fee in the amount of \$500 per month, payable in quarterly installments. During the term of this Agreement the City of Buckley authorizes the use of the City of Buckley Fire Department Chief's Command Vehicle by the Fire Chief during the performance of duties for the Town of Carbonado and will provide all required maintenance of the vehicle.
9. **Integrated Agreement.** This Interlocal Agreement is the full and complete understanding of the parties and there are no other agreements, either verbal or written, which would alter the terms of this document. This Interlocal Agreement may be modified or amended only by supplemental written agreement hereafter negotiated by the parties.
10. **No Third Party Beneficiary.** The provisions of this Interlocal Agreement are not intended to create any third-party beneficiary contract rights, and therefore none should be deemed created by this Interlocal Agreement. This Interlocal Agreement between the parties is only intended to create rights and/or obligations between the signatory parties.
11. **Governing Law.** This Interlocal Agreement is entered into and shall be governed by the laws of the State of Washington. In the event of a dispute that has completed arbitration or been held ineligible for arbitration, the venue shall lie in Pierce County, Washington.
12. **Arbitration of Disputes.** It is the intent of the parties to this Interlocal Agreement that disputes, if any, between the parties hereto relating to this Agreement or the breach thereof shall be resolved as informally and amicably as possible by settlement without the assistance of any outside professionals in dispute resolution. However, if such conciliation fails, the parties agree that mediation may be used. If the parties are unable to resolve the dispute through mediation, then an arbitrator shall be selected through the auspices of the American Arbitration Association, or any such entity providing arbitrators as the parties may agree upon. The arbitration shall proceed, however, with a single arbitrator and with the parties sharing the costs proportionately. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

13. **Construction/Interpretation.** This Interlocal Agreement is being entered into and shall be construed and interpreted in accordance with the laws of the State of Washington.

14. **Hold Harmless/Indemnification.** Each of the parties which are signatories hereto, by executing this Interlocal Agreement, are deemed to hold harmless and indemnify any and all other parties for any negligence, errors or omissions of the indemnifying party. The indemnification and hold harmless is mutual with respect to any of the negligence, errors and omissions of any of the other parties, with respect to their own negligence, errors and omissions. Such indemnification extends not only to the actual party, but all employees, agents, volunteers and parties acting on their behalf.

15. **Insurance Requirements.** Each party to this Agreement shall maintain and procure for the duration of this Agreement insurance against claims for injuries to persons or damages to property. The insurance so purchased should provide Commercial General Liability, Automobile Liability, Pollution Liability, and Property and Automobile physical damage coverage for the vehicles and apparatus owned, leased, or rented by the party. Minimum levels for Commercial General Liability should be \$1,000,000 per occurrence/\$2,000,000 annual aggregate; Auto Liability shall be covered at \$1,000,000 combined single limit for Any auto; Pollution Liability shall provide \$1,000,000 per occurrence and as an annual aggregate. The vehicle shall be covered for its actual cash value for physical damage coverage.


Each party shall furnish the other party with certificates of insurance signed by a person authorized by that insurer to bind coverage on its behalf and the City/Town should be named as an additional insured as respects their interest therein.

16. **Waiver of Breach.** The failure of any party to this Interlocal Agreement to insist upon strict performance of any of the covenants and agreements contained in this agreement, or to exercise any option or right conferred by this Interlocal Agreement, in any one or more instances shall not be construed to be a waiver or relinquishment of any such option or right of any other covenants or agreements which shall all be and remain in full force and effect.

17. **Industrial Insurance Waiver.** With respect to the performance of this Interlocal Agreement and as to claims against any of the parties, their officers, agents, and employees, each party expressly waives its immunity to the other parties, only under Title 51 RCW, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement, extend to any claim brought by or on behalf of any employee of the party. This waiver is mutually negotiated by the parties to this Interlocal Agreement.


18. **Notices.** Any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered upon deposit in the United States mail by registered or certified mail with proper postage prepaid and addressed to the party to be notified. Each party shall include the applicable address below the signature block hereof.
19. **Severability.** If any term, provision, covenant, or condition of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.
20. **Captions.** The captions used herein are for convenience only and are not a part of this Interlocal Agreement and do not in any way limit or amplify the terms and provisions hereof.

TOWN OF CARBONADO


Brian Whitmore, Mayor


Address: PO Drawer 91
Carbonado, WA 98323

CITY OF BUCKLEY


Patricia Johnson, Mayor

Address: PO Box 1960
Buckley, WA 98321


ATTEST:


Dailene Argo, Town Clerk

ATTEST:


Joanne Starr, City Clerk

APPROVED AS TO FORM:


Loren D. Combs, Town Attorney
ass. atty

APPROVED AS TO FORM:


Phil Olbrechts, City Attorney

**TOWN OF CARBONADO and CITY OF BUCKLEY
INTERLOCAL COOPERATION AGREEMENT
FOR FIRE DEPARTMENT ADMINISTRATION AND USE OF EQUIPMENT**

Addendum A

THIS ADDENDUM TO THE INTERLOCAL COOPERATION AGREEMENT is made by and between the Town of Carbonado and the City of Buckley.

WHEREAS, Section 8 – Terms of Compensation states – in part, “*The Town of Carbonado agrees to pay the City of Buckley a fee in the amount of \$375 per month, payable in quarterly installments; except that during all periods while the Town of Carbonado is providing fire and emergency medical services to the Town of Wilkeson through a separate Interlocal Agreement between the Town of Carbonado and the Town of Wilkeson, the Town of Carbonado agrees to pay the City of Buckley a fee in the amount of \$500 per month, payable in quarter installments*”; and

WHEREAS, the parties jointly agree to amend Section 8 to read as follows:

8. **Terms of Compensation.** As consideration for the services of its Fire Chief, the Town of Carbonado agrees to pay the City of Buckley a fee in the amount of \$500 per month, payable in quarterly installments; except that during all periods while the Town of Carbonado is providing fire and emergency medical services to the Town of Wilkeson through a separate Interlocal Agreement between the Town of Carbonado and the Town of Wilkeson, the Town of Carbonado agrees to pay the City of Buckley a fee in the amount of ~~\$875~~^{\$500} per month, payable in quarter installments. During the term of this Agreement the City of Buckley authorizes the use of the City of Buckley Fire Department Chief's Command Vehicle by the Fire Chief during the performance of duties for the Town of Carbonado and will provide all required maintenance of the vehicle.; and

WHEREAS, the parties agree this amendment shall become effective on January 1st, 20~~25~~¹⁸;
and

WHEREAS, all other terms of the original agreement remain inforce and intact without change.

TOWN OF CARBONADO

Address: PO Box 91
Carbonado, WA 98323

CITY OF BUCKLEY

Address: PO Box 1960
Buckley, WA 98321

Kevin Vesey~~Wally Snover~~, Mayor

Patricia Johnson, Mayor

Dated: _____

Dated: _____

**TOWN OF CARBONADO and CITY OF BUCKLEY
INTERLOCAL COOPERATION AGREEMENT
FOR FIRE DEPARTMENT ADMINISTRATION AND USE OF EQUIPMENT**

Addendum A

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WHEREAS, the parties agree this amendment shall become effective on January 1st, 2025; and

WHEREAS, all other terms of the original agreement remain inforce and intact without change.

TOWN OF CARBONADO

Address: PO Box 91
Carbonado, WA 98323

CITY OF BUCKLEY

Address: PO Box 1960
Buckley, WA 98321

Kevin Vesey, Mayor

William (Beau) Burkett, Mayor

Dated: _____

Dated: _____



CITY COUNCIL AGENDA BILL

City of Buckley
PO Box 1960
Buckley, WA 98321

ITEM INFORMATION			
SUBJECT: Adoption of the 2025 Legislative Priorities	Agenda Date: November 12, 2024 AB24-062		
	Department/Committee/Individual	Created	Reviewed
	Mayor		X
	City Administrator		X
	City Attorney		
	City Engineer		
	City Clerk	X	X
	Finance Dept		
	Building Official		
	Fire Dept		
	Parks & Recreation		
	Building & Planning		
	Police Dept		
	Municipal Court		
	PW/Utilities		
Cost Impact: N/A			
Fund Source: N/A			
Timeline: N/A			
Staff Contact: City Administrator Courtney Brunell			
Attachments: Proposed 2025 Legislative Priorities			
SUMMARY STATEMENT: This will serve as a formal adoption of the City Council's 2025 Legislative Priorities. These priorities will be shared with local representatives in the 31 st Legislative Districts.			
COMMITTEE REVIEW AND RECOMMENDATION:			
RECOMMENDED ACTION: MOVE to Adopt the City of Buckley 2025 Legislative Priorities.			
RECORD OF COUNCIL ACTION			
Meeting Date	Action	Vote	

2025 Legislative Priorities



City of Buckley, WA - Pierce County, 31st Legislative District

Draft 11/11/2024

Priority # 1	We ask that the State Legislature consider the following:
Public Safety	Support efforts to prevent and address juvenile crime, including expansion of juvenile behavioral health treatment capacity and state correctional capacity.
	Enhance officer training through continued state funding of 100% of Basic Law Enforcement Academy (BLEA) costs; and expansion of existing regional academies and establishing new regional academies; and replacement the outdated Criminal Justice Training Center (CJTC) main facility.
	Increase funding to meet local public safety needs including additional direct state funding opportunities and enhancing the existing local public safety sales tax and allowing for councilmanic implementation.
	Support creation of programs designed to improve law enforcement retention, such as state supported law enforcement officer wellness and injury prevention programs.
	The increase in electrification including electric vehicles (EV) and electric storage systems (ESS) as created new challenges for the fire service. Support efforts to provided new and increased training on best practices for responding to EV and ESS fires.

2025 Legislative Priorities



City of Buckley, WA - Pierce County, 31st Legislative District

Draft 11/11/2024

Priority # 2

Miller Park

We ask that as the Legislature fully fund the Community Outdoor Athletic Facilities Recommendation to include funding in support of the Miller Park Project.

We request that the Legislature consider an additional direct appropriation of \$450,000 to support the development of the first community park in the City of Buckley, the City Council's top priority as identified in the Parks, Recreation, and Open Space (PRO) Plan. This 3-acre park will feature an ADA-compliant playground, accessible walking paths, picnic shelters, and various landscaping and park furnishings, creating a welcoming space for all residents to gather and connect. The park will serve as a vital community hub, offering recreational opportunities for people of all ages and abilities, with beautiful views of the mountain.

Priority # 3

Local Revenue

Revise Marijuana Excise Tax disbursements so cities with retail locations collect tax based on actual gross sales within the City rather than population.

We request that the Legislature amend RCW 43.63A.135, which governs the Youth Recreation (Indoor) Facilities grant program. The current prioritization language has led the Department of Commerce to exclude public agencies from applying. Expanding access to this funding for all eligible providers would enable more services and resources to reach local communities, supporting the development of sustainable programs and facilities in areas like Buckley.

F. STAFF REPORTS