



## **BUCKLEY CITY COUNCIL STUDY SESSION AGENDA**

Tuesday, July 1, 2025, 6:00 P.M.

Multi-Purpose Center, 811 Main Street

**Or Via Zoom:**

<https://us02web.zoom.us/j/82990819660?pwd=WVdKY0U3UlkwS1JybWxtWnh5M3NQdz09>

Call-in Number: 253-215-8782

Meeting ID: 829 9081 9660

Webinar Passcode: 637567

---

### **A. CALL TO ORDER**

### **B. DISCUSSION ITEMS**

- a. Pump Track
- b. Food Bank Agreement Review
- c. Logo Review

### **C. CITY COUNCIL COMMENTS**

### **D. ADJORNMENT**



**TO:** City Councilmembers  
**FROM:** Courtney Brunell, City Administrator  
**DATE:** July 1, 2025  
**SUBJECT:** Pump Track Donation – Project Update & Next Steps

---

**Background:** At the December 3, 2024 Study Session, the City Council reviewed a proposal for a community-donated pump track to be located east of the Veterans Memorial, near Jefferson Street and the Foothills Trail. Since then, staff have worked closely with Jalen Johansen and the nonprofit Pedals for the People (PFP) to draft an agreement for Council’s consideration to approve the proposal.

A pump track is a looped recreational facility designed for riders of all skill levels using bicycles, scooters, skateboards, and rollerblades. The project supports several goals of the City’s Parks, Recreation, and Open Space (PROS) Plan and reflects strong community interest in accessible, fitness-oriented amenities.

**Donation and Construction Agreement Summary:** A draft Donation and Construction Agreement has been prepared between the City and Pedals for the People (PFP) to formalize the donation and construction of the pump track facility. Key terms include:

**PFP Responsibilities:**

- Fully fund the project, including design, engineering, permitting, and construction
- Submit all required permit applications, including a Land Disturbance Activity (LDA) permit
- Use in-kind labor and materials provided through volunteer partnerships
- Complete construction within one year of receiving permit approvals, or within two years of the agreement’s execution—whichever is later
- Restore the site to pre-existing conditions if those timeframes are not met

**City Commitments:**

- Waive all applicable permit fees
- Grant a temporary construction easement upon permit approval

- Maintain the facility post-construction, consistent with other City park improvements
- Guarantee the location may be used as a pump track for a minimum of 20 years

**Additional Terms:**

- All construction materials permanently affixed to the site become the property of the City
- The City retains full naming rights and ownership of the facility
- The agreement includes required insurance, indemnification, and nondiscrimination clauses

If approved by Council, the agreement effectively guarantees that the City will allow construction of the pump track at the proposed site—provided that it is fully fundraised by the donor, receives all required permit approvals, and complies with the project’s construction timeline.

**Cost and Fundraising Plan:** If constructed by the City using public resources, the pump track is estimated to cost between \$600,000 and \$800,000. By comparison, PFP intends to deliver the project through a combination of \$200,000 in private fundraising and donated labor and materials.

Fundraising efforts underway include:

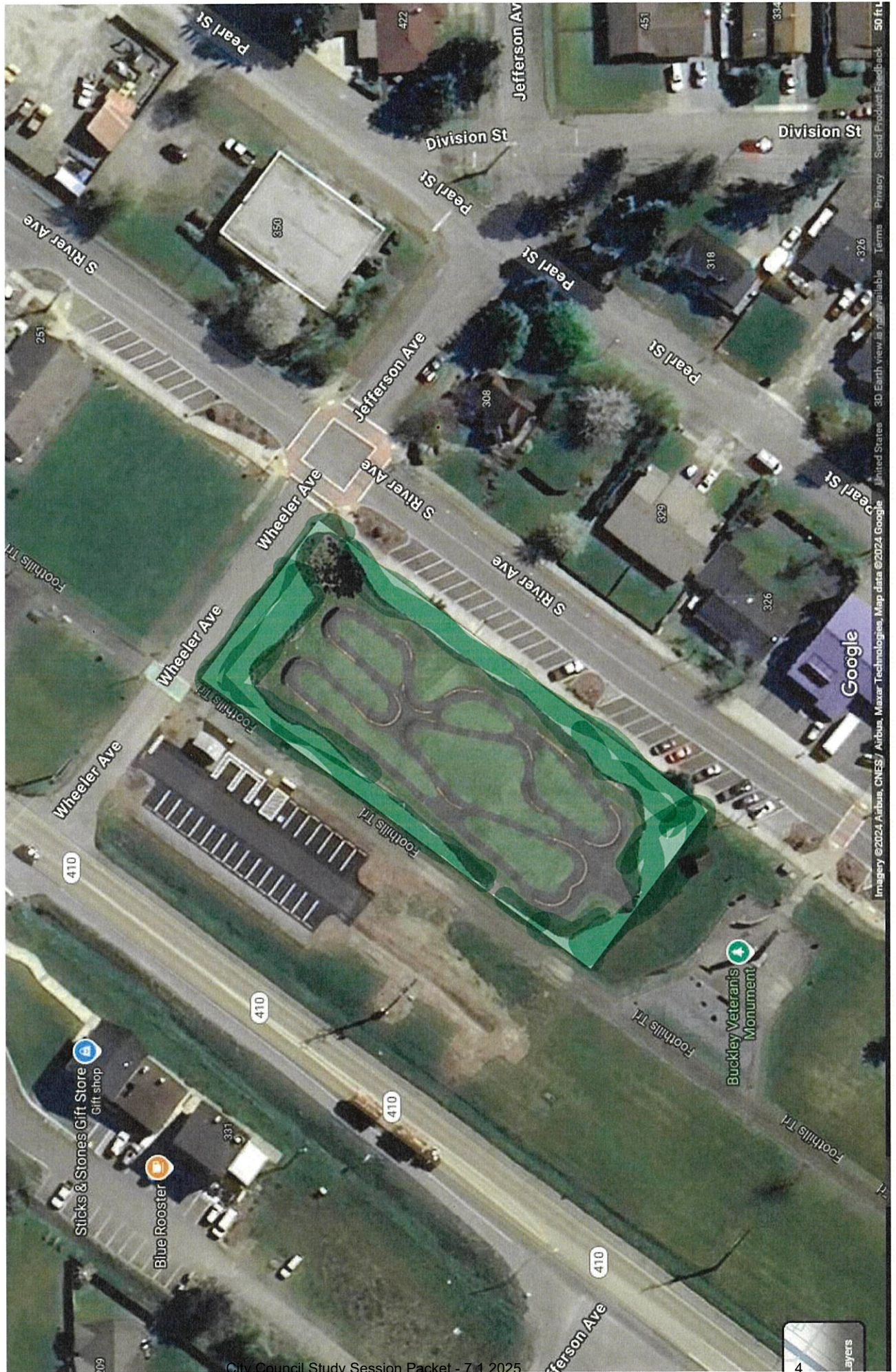
- A “Pedals for the People” fundraising auction scheduled for November 22, 2025, at the Eagles. The event has already garnered strong interest from local and regional bike shops, manufacturers, and community members.
- Shimano Trailblazers Fund Grant – Application submitted; the project aligns closely with program goals.
- IMBA Trail Accelerator Grant – The 2025 cycle was missed, but PFP plans to apply for 2026 funding.

**Next Steps:**

1. Review proposed pump track location during the July 1 study session
2. Discuss and provide feedback on the draft Agreement with Pedals for the People
3. Schedule future Council action to formally approve or reject the agreement

**Attachments**

1. Conceptual Site Plan
2. Example Concept Design Drawings, Coldstream Pump Track
3. Draft Donation and Construction Agreement– May 2025
4. Map of City owned parcels
5. December 3, 2024 Staff Memo

The logo for Johansen Construction Company features a large, stylized 'JC' monogram in red and black, followed by the text 'JOHANSEN CONSTRUCTION COMPANY' in a bold, black, sans-serif font.



COMMON GROUND



Yarra  
Ranges  
Council

# Coldstream Pump Track

Station Street, Coldstream, VIC

Concept Design

August 2022 | Rev A

**WA (Margaret River)**  
69 Bussell Hwy, Margaret River WA 8285  
Phone: +61 8 417 994 366

**WA (Collie)**  
4511 W. South St, Collie WA 8225  
Phone: +61 400 363 003

**VIC (Woodend)**  
318 Slaty Creek Road, Woodend, VIC 3442  
Phone: +61 419 168 033

**QLD (Miami)**  
Unit 14, 3 Redondo Avenue, Miami, QLD 3442  
Phone: +61 431 598 032

**Canada (Saskatchewan)**  
353 4th Avenue, Toronto, Saskatchewan S3N 1B5 Canada  
Phone: +61 8 9457 9814

Info: [info@commongroundtrails.com](mailto:info@commongroundtrails.com)  
[www.commongroundtrails.com.au](http://www.commongroundtrails.com.au)

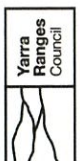
David Wilcox - Director  
[dave@commongroundtrails.com](mailto:dave@commongroundtrails.com)  
T: 0417 994 366



CD01  
1:1000 @ A3

## Location Plan

Coldstream Pump Track



# Concept Design

## Coldstream Pump Track

### DESIGN COMMENTARY

Jumps focused track with an emphasis on accessibility for all, progression and return appeal.

The track has three sections that can be ridden separately or combined into one loop. All sections can be used by all but have optional lines for the brave.

The main jump line can be ridden/sessioned as a stand alone element. The design of the jumps is based on two very successful facilities we have recently constructed. The jumps shaped with a lower part that can be rolled by any user and a progressively high side that allows intermediate and advanced users to get the big air time everybody is after.

There are rollable jumps within the pump track area amongst a range of other features that can be seen on the concept plan. The track includes a dedicated beginner area that contains features that are mellow and smaller than the rest of the track including wide and clear entry/exit points. The beginner area connects seamlessly to the rest of the track. For those who have progressed this will be fast and flowing with numerous transfer and optional lines.

Yarra Ranges Council have identified 'accessibility for all' to be a key objective for all active recreation facilities. This jump and pump track will provide meaningful enjoyment for all age groups and abilities no matter how they roll. BMX, MTB, adaptive MTB, dirt jumpers, balance bikes, scooters and skateboards will all be able to fly at the Coldstream Pump Track.



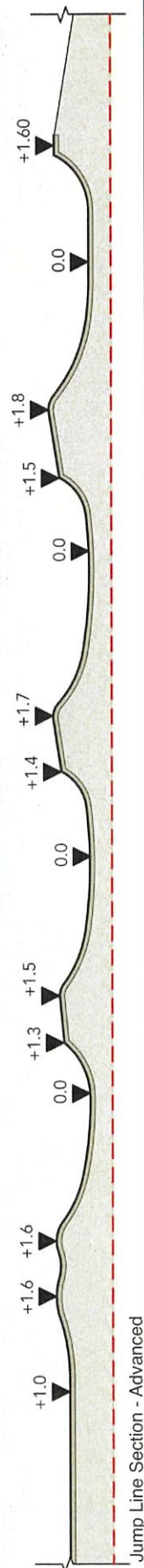
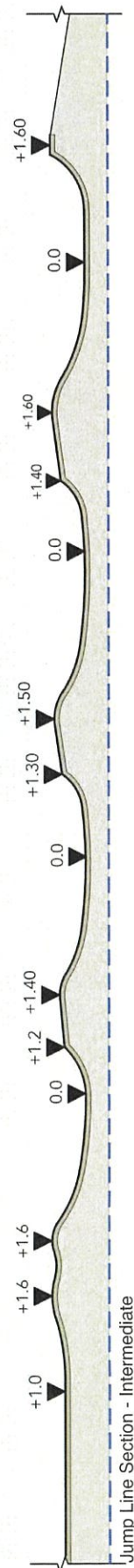
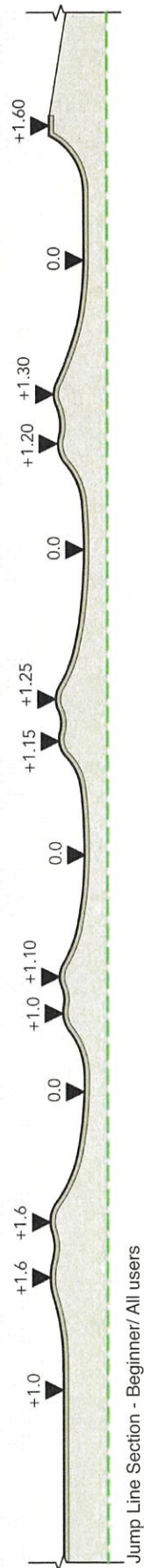
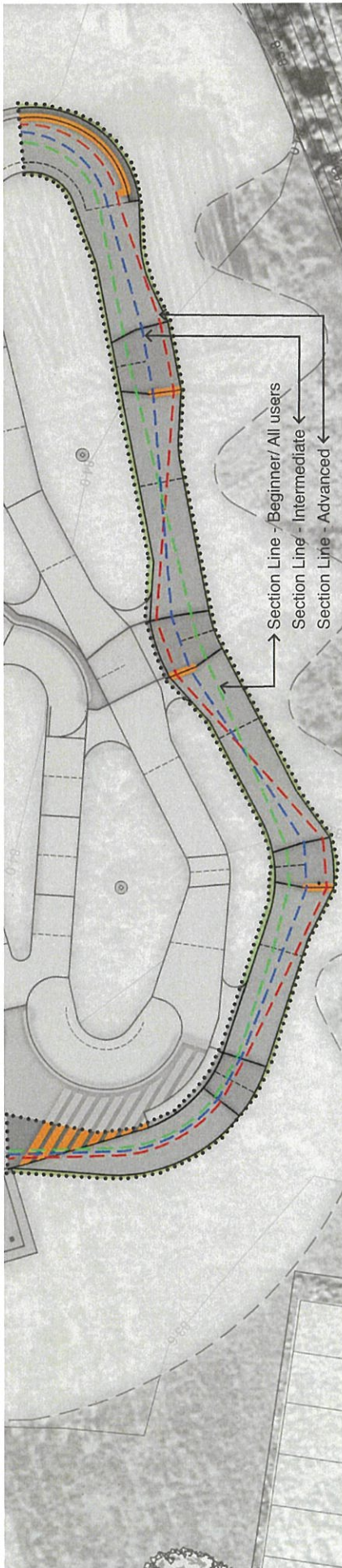


CD03  
1:200 @ A3  
0m 10m

## Concept Layout

Coldstream Pump Track



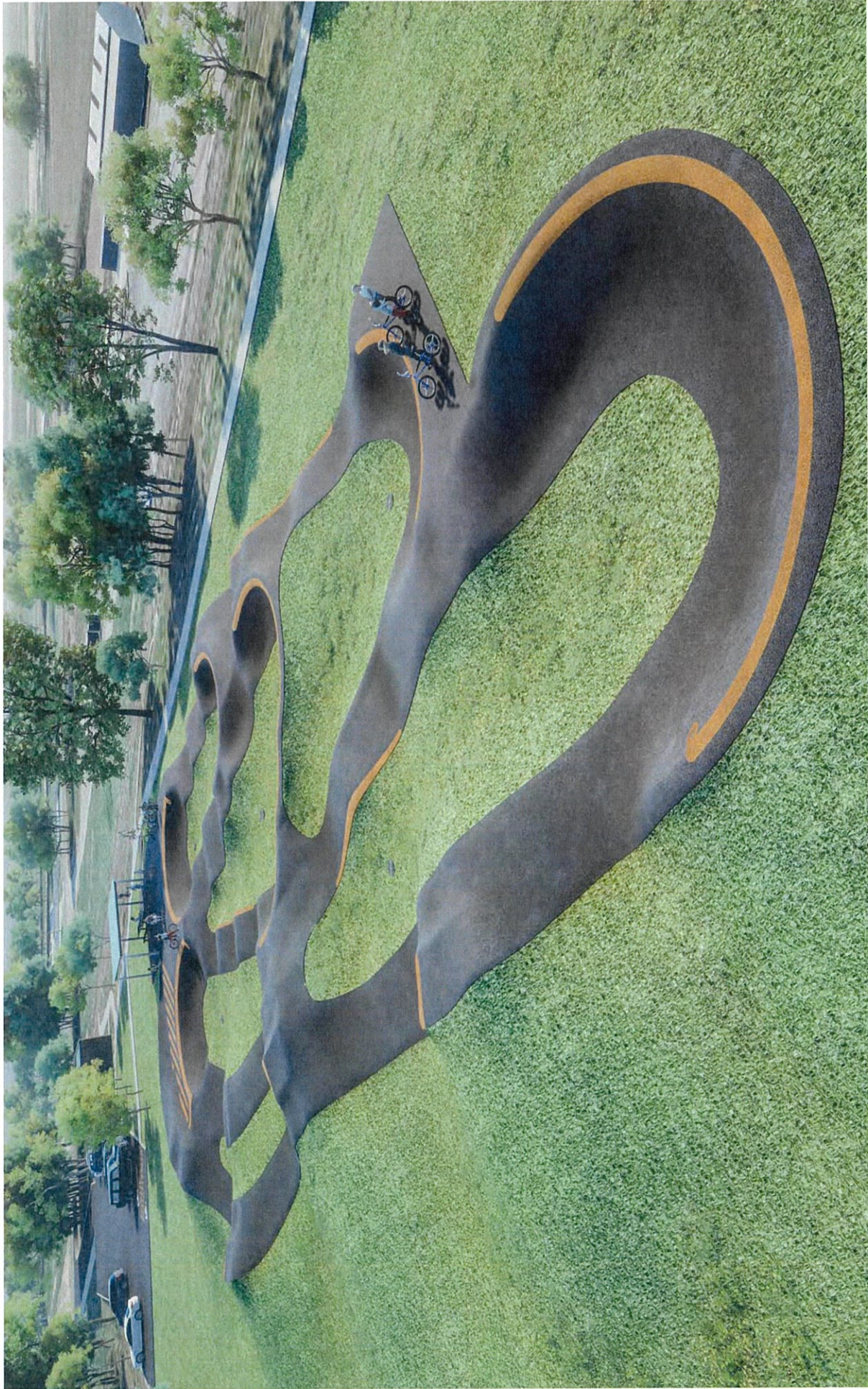


CD04  
1:200 @ A3  
0m 10m

## Jump Line Sections

Coldstream Pump Track



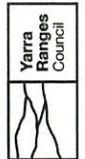
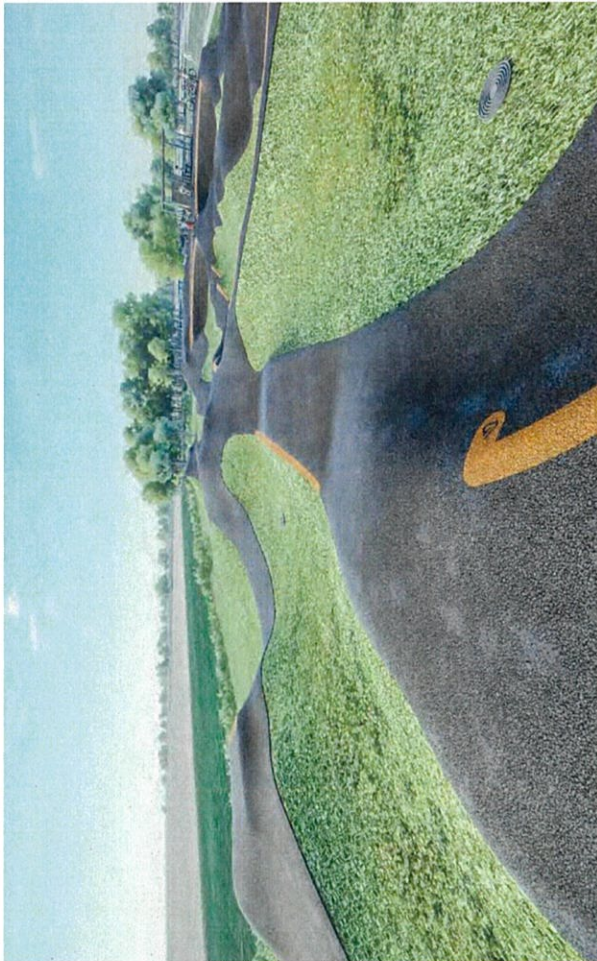


CD05

## Pump Track Perspectives

Coldstream Pump Track





Coldstream Pump Track

Pump Track Perspectives

CD06



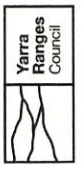
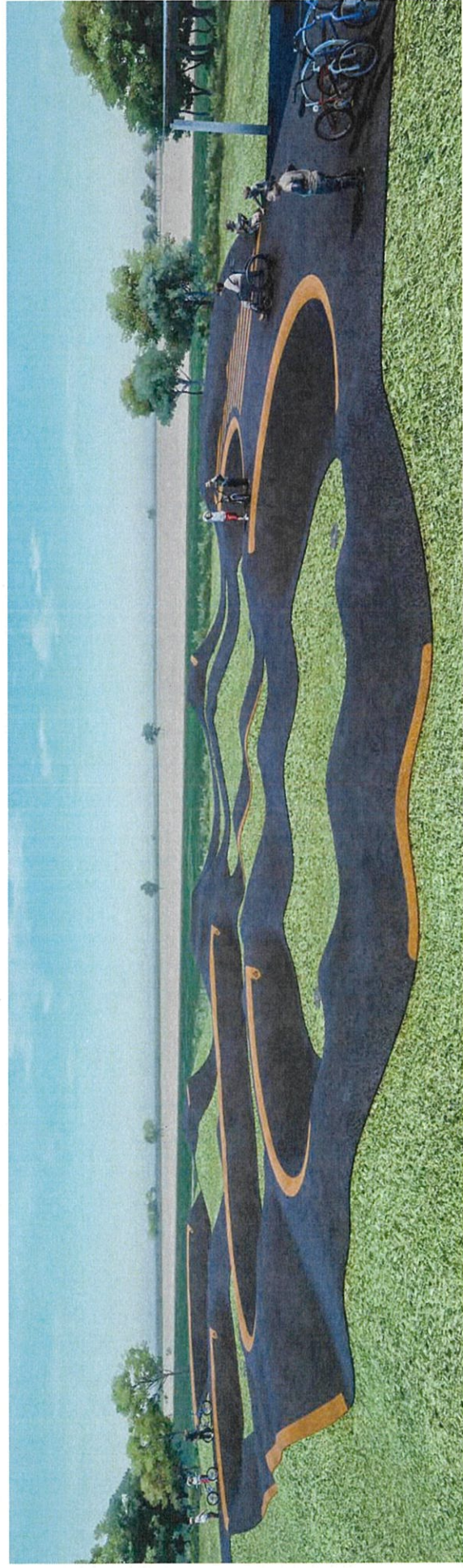


CD07

## Pump Track Perspectives

Coldstream Pump Track





Coldstream Pump Track

# Pump Track Perspectives

CD08



CD09

# Pump Track Perspectives

Coldstream Pump Track

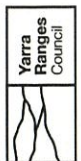




CD10

## Pump Track Perspectives

Coldstream Pump Track



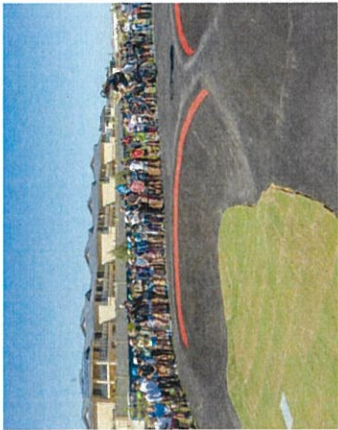


CD11

## Pump Track Perspectives

Coldstream Pump Track





Typical Berm to berm transfer



Typical berm treatment with double roller



Typical roller



Flower berm and double roller



Hipped Roller



Transfer Complex



Platform for track roll-in and resting, supervision and spectating



Typical berms and rollers



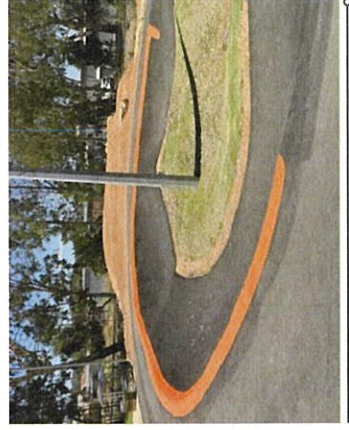
Tabletop Jump



Shelter and furniture on primary platform



Flower Berm into transfer complex



Flower Berm



## Coldstream Pump Track

## Precedent Images

CD12

Lake Monger was recently completed in WA and has been extremely well received by all levels of users. This is a good example of the type of track proposed for Coldstream.

Similarly to what is being proposed the track features a sessionable jump line suitable for multiple abilities. Each jump has a rollable beginner side combined with a progressively larger intermediate and advanced shape.

This track also has a dedicated beginner loop and intermediate and advanced pump track area that can be ridden separately to the jumps or combined.





Thank you

**WA (Margaret River)**  
69 Bussell Hwy, Margaret River WA 6285  
Phone: +61 417 934 366

**WA (Gollie)**  
43 Throssell St, Gollie WA 6285  
Phone: +61 400 363 003

**VIC (Woodend)**  
318 Slaty Creek Road, Woodend, VIC 3442  
Phone: +61 419 168 033

**QLD (Miami)**  
Unit 14, 3 Redondo Avenue, Miami, QLD 3442  
Phone: +61 431 598 032

**Canada (Saskatchewan)**  
353 4th Avenue, Yorkton, Saskatchewan S3N1B5 Canada,  
Phone: +61 8 9467 9814

[info@commongroundtrails.com](mailto:info@commongroundtrails.com)  
[www.commongroundtrails.com.au](http://www.commongroundtrails.com.au)

David Willcox - Director  
[dave@commongroundtrails.com](mailto:dave@commongroundtrails.com)  
T: 0417 934 366

DONATION AND CONSTRUCTION AGREEMENT  
BETWEEN  
PEDALS FOR THE PEOPLE  
AND  
THE CITY OF BUCKLEY  
REGARDING A PUMP TRACK FACILITY

This Donation and Construction Agreement, hereinafter "Agreement," made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Buckley, a Washington municipal corporation (the "CITY") and Pedals for the People, a non-profit corporation (the "PFP").

WHEREAS, the PFP wishes to design and fund a pump track for the City of Buckley composed of a continuous loop of banked turns, mounds, and features designed for cyclists, skateboarders, rollerbladers, and scooter riders (the FACILITY) for the CITY in exchange for building the FACILITY on CITY property, CITY maintenance of the FACILITY and use of the FACILITY; and

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements hereinafter set forth, the parties agree as follows:

I. Responsibilities of EMBA:

1. Overall Project Responsibilities. PFP agrees to design, do all permitting work and fund the construction of the FACILITY at \_\_\_\_\_ as generally depicted in Exhibit A.
2. Design. The final plans and specifications for the FACILITY must receive the prior written approval of the City Council. The written approval of the City Engineer is required for all construction documents and final selections of building materials prior to construction, which approval shall not be unreasonably delayed or withheld.
3. Funding Responsibilities. PFP shall be responsible for funding all phases of construction without cost to CITY, including preparation and submission of all required development permit applications, permit application fees, site survey, site preparation, grading, concrete, lighting, signage, building construction and fixtures and furnishings, construction supervision and utility connections, along with payment of all permit application and utility construction fees.
4. Site Restoration. PFP must complete construction of the project site within one year of approval of all required permit applications or two years from execution of this Agreement, whichever is later. PFP shall restore the project site to its preexisting condition upon thirty days written demand from the City should it fail to meet these timelines.

Prevailing Wage/Bidding Laws. PFP shall conform to all prevailing wage and bidding laws to perform the work required by this Agreement. It is understood that PFP plans to use a third party subcontractor, Johansen Construction, to do work on a volunteer basis to avoid bidding and prevailing requirements as authorized by RCW 35.21.278. PFP is responsible for entering into an agreement with Johansen Construction as its subcontractor that assures conformance to RCW 35.21.278.

5. Insurance. PFP and/or its subcontractors as necessary to cover all necessary work shall procure and maintain for the duration of the site work, if applicable, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the PFP, its agents, subcontractors, representatives, or employees subject to the following terms:

A. No Limitation

PFP's maintenance of insurance as required by the agreement shall not be construed to limit the liability of PFP to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

B. Minimum Scope of Insurance

PFP shall obtain insurance of the types described below:

a. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

b. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. CITY shall be named as an insured under the PFP's Commercial General Liability insurance policy with respect to the work performed for the CITY.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.'

C. Minimum Amounts of Insurance

PFP shall maintain the following insurance limits:

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

b. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

#### D. Other Insurance Provision

PFP's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the Contractor's insurance and shall not contribute with it.

#### E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

#### F. Verification of Coverage

PFP shall furnish CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the PFP before commencement of the work.

#### G. Notice of Cancellation

PFP shall provide CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

#### H. Failure to Maintain Insurance

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

6. Independent Contractor. PFP is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to PFP

(including but not limited to any member, officer, volunteer or employee of PFP), any sick leave, vacation pay, overtime or any other benefit applicable to employees of CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to PFP which may arise as an incident of PFP performing services for CITY. CITY shall not be obligated to pay industrial insurance for the services rendered by PFP.

7. Nondiscrimination. PFP agrees not to discriminate against any client, employee or applicant for employment, or for services because of race, creed, color, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification with regard to, but not limited to the following: employment upgrading, demotion or transfer, recruitment or any recruitment advertising, a layoff or termination, rates of pay or other forms of compensation, selection for training, rendition of services. PFP understands that if it violates this provision, this agreement may be terminated by the CITY and further that PFP shall be barred from performing any services for the CITY now or in the future unless a showing is made satisfactory to the CITY that discriminatory practices have been terminated and that recurrence of such action is unlikely.

During the performance of this agreement, PFP, for itself, its assignees and successors in interest agrees as follows:

- A. COMPLIANCE WITH REGULATIONS: PFP shall comply with applicable Regulations relative to nondiscrimination, and the American Disabilities Act of 1992, as amended.
- B. NONDISCRIMINATION: PFP, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, creed, color, sex, age, marital status, national origin or handicap except for a bona fide occupational qualification in the selection and retention of subcontractors, including procurements of materials and leases of equipment. PFP shall not participate either directly or indirectly in the discrimination prohibited by applicable Regulations.
- C. INFORMATION AND REPORTS: PFP shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by CITY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of PFP is in the exclusive possession of another who fails or refuses to furnish this information, PFP shall so certify to CITY and shall set forth what efforts it has made to obtain the information.
- D. SANCTIONS FOR NONCOMPLIANCE: In the event of PFP's noncompliance with the nondiscrimination provisions of this agreement, CITY shall impose such sanctions as it may determine to be appropriate, including, but not limited to cancellation, termination or suspension of the agreement, in whole or in part.

E. UNFAIR EMPLOYMENT PRACTICES: PFP shall comply with RCW 49.60.180 and Executive Order number E.O. 77-13 of the Governor of the State of Washington which prohibits unfair employment practices.

8. Encumbrances and Liens. Neither PFP nor anyone claiming by, through, or under PFP shall have the right to file or place any mechanic's lien or any other lien of any kind or character whatsoever upon the FACILITY, the underlying real property, or any CITY property. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any materials, service, or labor for any improvements, alterations, repairs, or any part thereof shall at any time be or become entitled to any lien thereon. For the further security of CITY, PFP covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material or labor and further agrees to include such a provision in every agreement made with contractors and subcontractors in connection with FACILITY improvements and to require the general contractor to include such a provision in every agreement with a subcontractor in connection with the improvements.
9. Ownership Interest. PFP asserts no ownership interest in any FACILITY improvements created by this Agreement. No PFP ownership interest in the FACILITY or any CITY property shall be created by this Agreement. Any materials permanently affixed to the FACILITY site by PFP as part of site preparation work shall be deemed owned by the CITY. CITY retains full naming rights of the FACILITY, to be exercised at any time.

## II. Responsibilities of CITY:

1. Permit Fees. Upon City Council approval of project design and submission of required permit applications, CITY shall waive all fees associated with permit review.
2. Access. Upon approval of required permits required for work on City property, CITY agrees to provide PFP a temporary construction easement to those portions of CITY owned property located at \_\_\_\_\_ as depicted in Exhibit B. PFP shall be responsible for securing the easement area from public access. PFP takes the construction easement area "as is" and is responsible for protecting itself from any hazards or other sources of damage. PFP shall indemnify and hold harmless CITY from any damages incurred from its use of the easement area and/or any damage to third parties, including PFP subcontractors, resulting from PFP's construction activities. This hold harmless and indemnification is not intended to limit PFP's general indemnification obligations under Paragraph III1 of this Agreement.

3. Maintenance/Repair. CITY shall maintain the FACILITY after acceptance by the City Council consistent with how it maintains other similar improvements in the City. PFP understands that beyond the obligations set by this Agreement, maintenance, repairs and replacement of the FACILITY improvements are at the CITY's sole discretion and are subject to funding approved by the City Council. CITY shall commit the FACILITY to its intended use for at least a period of 20 (twenty) years since completion of FACILITY construction as consistent with applicable law and safe use and provided the City doesn't incur any extraordinary costs in maintaining or repairing the FACILITY.

### III. Mutual Obligations.

1. Indemnification. PFP agrees to release, indemnify, defend, and hold harmless CITY, its elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of PFP in its performance of this Agreement or a breach of this Agreement by PFP, except for that portion of the claims caused by CITY's sole negligence.

CITY agrees to release, indemnify, defend, and hold harmless PFP, its employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of CITY in its performance of this Agreement or a breach of this Agreement by CITY, except for that portion of the claims caused by PFP's sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the PFP and the City, its officers, officials, employees and volunteers, PFP's liability shall be only to the extent of PFP's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitute PFP's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

2. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between PFP and CITY shall be referred for determination to the CITY Administrator, whose decision in the matter shall be final and binding upon the parties to this agreement, subject to mediation/arbitration as described below.

In the event the parties cannot agree upon a resolution of a dispute, the same shall be settled by mediation/arbitration pursuant to RCW Chapter 7.04, et. seq. except as herein modified. Such mediation/arbitration shall be before one disinterested mediator/arbitrator, if one can be agreed upon, otherwise before three disinterested arbitrators, one named CITY, one by PFP, and one by the two thus chosen. If all arbitrators have not been appointed within ten (10) days after written notice of demand for arbitration is given by one party to the other, then either party may apply to the Pierce County Superior Court, upon not less than (5) days written notice to the other, for appointment of the necessary arbitrators remaining to be appointed, and the judicial appointment shall be binding and final. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Washington as applied to the facts found by him/her or them. The arbitrator or arbitrators may grant injunctions or other relief in such controversy or claims. The decision of the arbitrator or arbitrators shall be final, conclusive and binding on the parties and a judgment may be obtained in any court having jurisdiction.

3. Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt. Email and telephone may be used for purposes of administering the Agreement, but should not be used to give any formal notice required by the Agreement.

**CITY OF BUCKLEY**

City Administrator  
933 Main St.  
Buckley, WA 98321  
Phone: (360) 761-7802

**PFP**

\_\_\_\_\_

4. Complete Agreement. This agreement represents the entire integrated agreement between CITY and the PFP, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.
5. Severability. If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If

any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

PFP:

CITY:

**CITY OF BUCKLEY**

\_\_\_\_\_  
By:  
Title:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

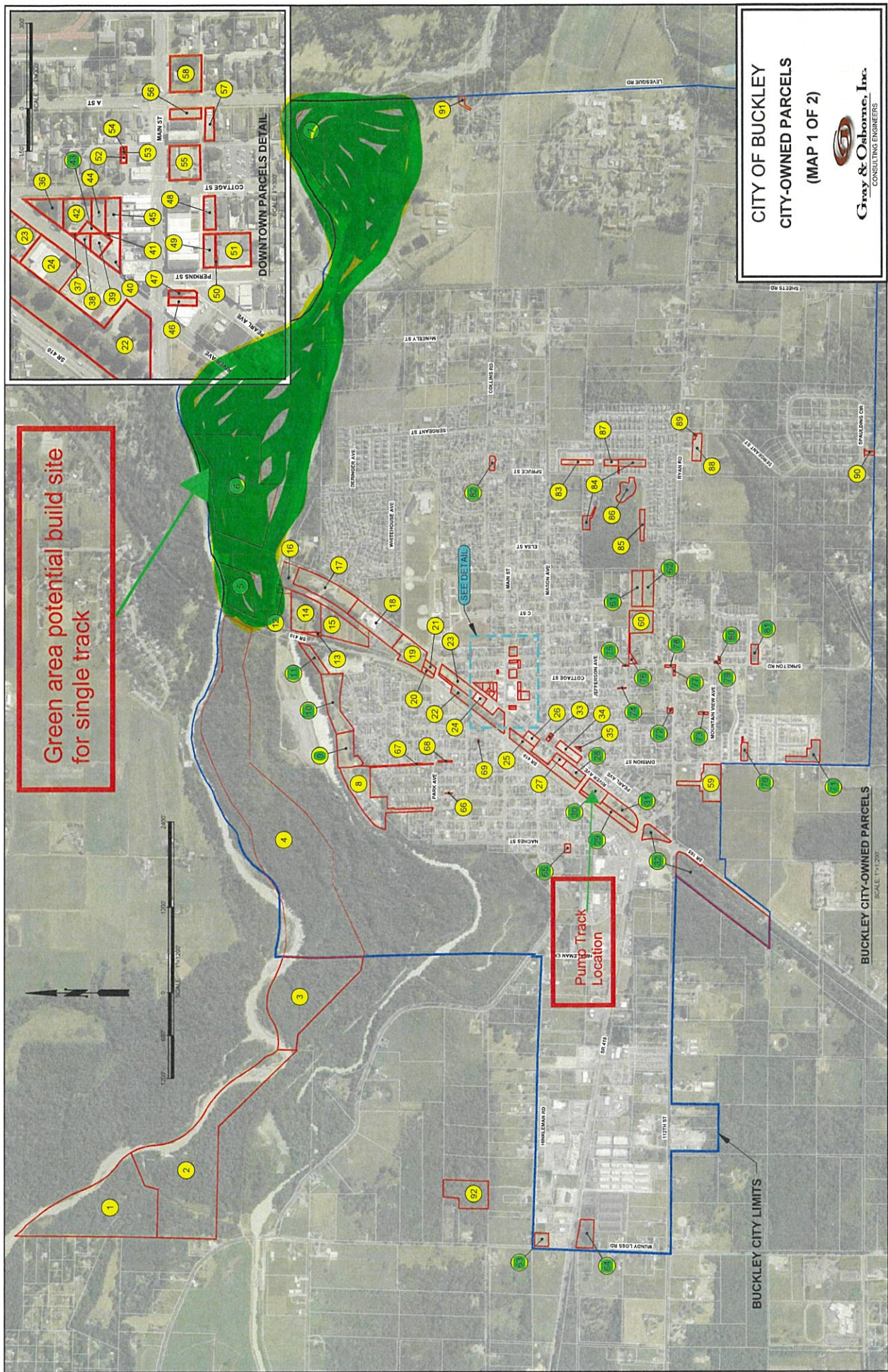
\_\_\_\_\_  
Date

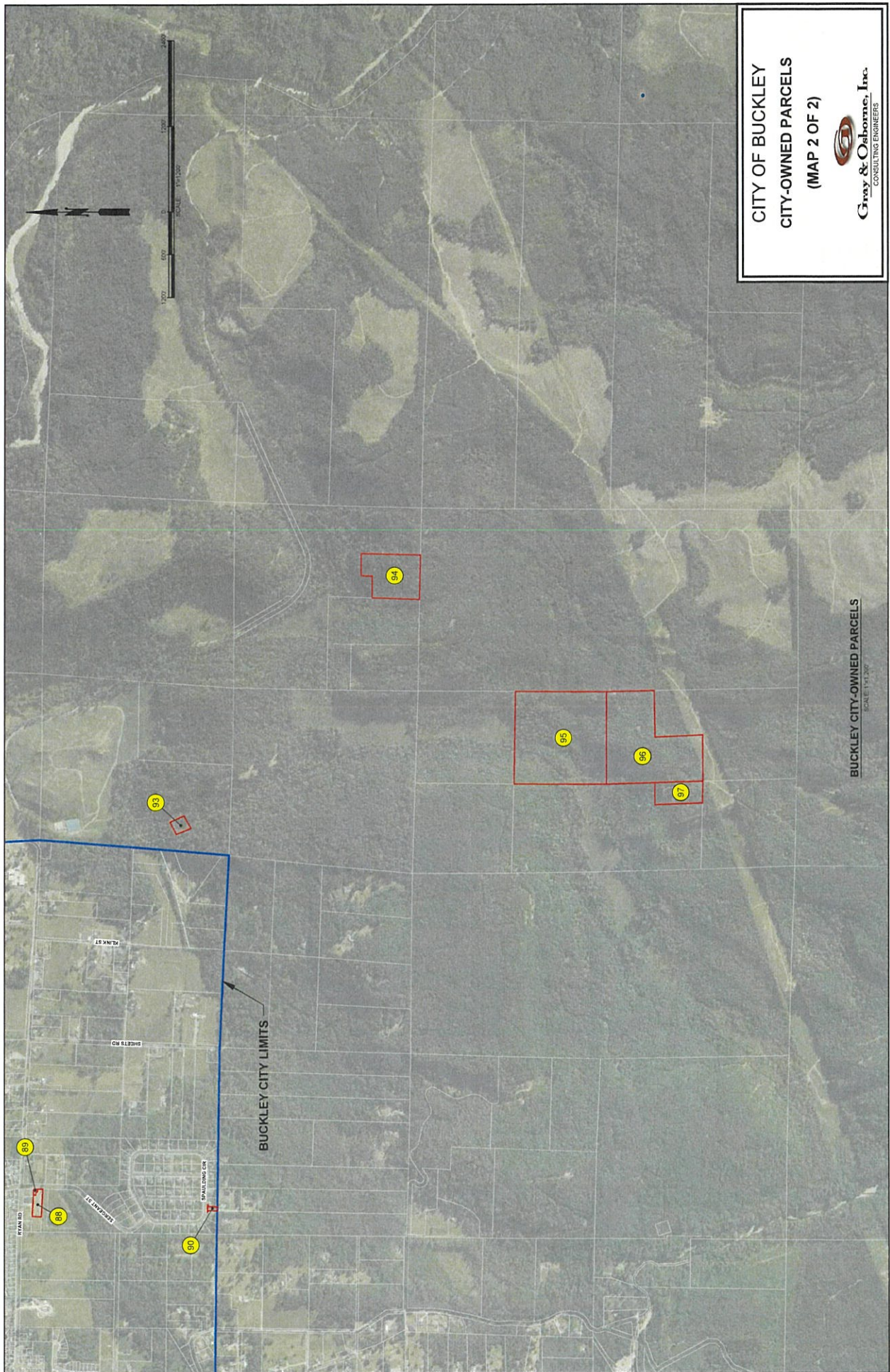
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
Treva Percival, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney







TO: Mayor and City Councilmembers  
FROM: Courtney Brunell, City Administrator  
DATE: December 3, 2024  
SUBJECT: Potential Pump Track Donation

---

### Overview

Jalen Johansen of Johansen Construction has generously proposed donating a pump track to the City of Buckley. A pump track is a continuous loop of banked turns, mounds, and features designed for cyclists, skateboarders, rollerbladers, and scooter riders to maintain momentum through "pumping" rather than pedaling. This project would provide an accessible, skill-building, and fitness-friendly space for individuals of all ages and abilities.

### Proposed Location

The pump track would be located east of the Veterans Memorial, near the Foothills Trail and Jefferson Street. This site was selected for its proximity to the trail, encouraging trail use and enhancing cycling skills. A conceptual site plan is attached for your review.

### Key Project Details

- **Donation Value:** Estimated construction and installation costs of \$300,000.
- **City Contribution:** Potential assistance with land preparation and permitting.
- **Maintenance Needs:** Minimal, such as mowing and clearing leaves.
- **Liability and Insurance:** Coverage will be carried by the City of Buckley.
- **Design Assistance:** Provided by Evergreen Mountain Bike Association.
- **Timeline:** Approximately three months for construction, pending resource availability.
- **Permits Needed:** Clear/Grade permit.
- **Potential Enhancements:** Future upgrades could include lighting or a rider shelter.

### Alignment with City Goals

This project supports the City's Parks, Recreation, and Open Space Plan (PROS), which identified a pump track as a community priority.

**Next Steps**

The donation and project details will be discussed during the City Council study session on **December 3rd**. If Council supports the project, staff will begin drafting a Memorandum of Understanding (MOU) with Johansen Construction to outline an agreement for further Council review and approval.

**Attachments:**

1. Conceptual Site Plan



TO: City Councilmembers  
FROM: Courtney Brunell, City Administrator  
THROUGH: Mayor Burkett  
DATE: July 1, 2025  
SUBJECT: Buckley Food Bank – Proposed Agreement for Use of Buckley Hall

---

### **Background**

The Buckley Kiwanis Food Bank has operated out of Buckley Hall since the mid-1980s, providing vital food and resource distribution services to low-income individuals and families in our community. For nearly 40 years, the Food Bank has helped fill a critical need, offering consistent support to vulnerable residents through the work of dedicated volunteers. This longstanding relationship has been rooted in partnership, trust, and shared values.

To date, the Food Bank has occupied the space without a formal agreement or cost-sharing expectations. While the spirit of partnership remains strong, the absence of a written agreement has created challenges in managing building operations, maintenance, and long-term planning.

### **Facility Use & Partnership**

Buckley Hall totals approximately 7,243 square feet, and the Food Bank currently has exclusive use of roughly 1,000 square feet—about 14% of the facility. Additionally, they regularly use shared spaces like the kitchen and main hall during designated hours of operation. When the Food Bank is open, the building is unavailable for other community rentals.

Under the City's current fee schedule, nonprofit organizations using Buckley Hall for recurring use are charged an hourly rate. Based on typical hours of use, if the Food Bank were charged under this model, their monthly rent would total approximately \$960.

### **The City's Role & Financial Considerations**

While food distribution is an important public benefit, it is not a core municipal function of City government. The City's General Fund—which also supports police, planning, parks, and administrative services—is currently used to fully subsidize the Food Bank's facility use.

As Buckley Hall continues to age and maintenance costs increase, this full subsidy becomes more difficult to sustain without clear policy direction. Especially as the City evaluates long-term priorities and strives to balance limited resources across all community needs.

To help frame Council's consideration, staff has attempted to calculate the City's estimated monthly cost to operate Buckley Hall and the portion attributable to the Food Bank's use:

Cost Category	Monthly Cost	Annual Cost
Utilities	\$304	\$3,648
Insurance	\$31	\$372
Custodial Supplies/Service	\$392	\$4,704
Repairs & Maintenance	\$65	\$780
<b>Total</b>	<b>\$792</b>	<b>\$9,504</b>

These costs are based on proportional use as follows:

- **Utilities** – 25% of building use (reflecting both exclusive and shared use)
- **Insurance** – 14% of total building footprint
- **Custodial Services** – 5% of city custodial staff time allocated to the facility
- **Repairs & Maintenance** – 14% of total facility upkeep costs

The current draft agreement includes the costs outlined above. To help reduce costs, the draft agreement also allows the Food Bank to opt out of custodial charges by taking responsibility for cleaning during its exclusive use of the facility. If this option is chosen:

- The City will continue to provide cleaning for City events
- The Food Bank would clean before/after its own use
- Basic restroom supplies are provided weekly by the City
- Additional supplies and cleaning during exclusive use would be the Food Bank's responsibility

This approach offers flexibility while ensuring the space remains clean and accessible for all users.

### Summary of Draft Agreement

The proposed Memorandum of Understanding (MOU):

- Confirms hours and areas of use
- Outlines maintenance and repair coordination
- Establishes optional cost-sharing or offset through volunteer-performed improvements
- Ensures appropriate insurance, liability, and building access expectations
- Supports the City's ability to pursue future grant funding for improvements

### Legal Considerations – Not a Gift of Public Funds

Under Article VIII, Section 7 of the Washington State Constitution, public funds cannot be gifted unless the recipient serves the "poor and infirm." Because the Food Bank provides direct aid to vulnerable populations, the City's support is exempt from excise taxes and legally permitted under this provision. This makes continued in-kind support lawful and allowable—should Council wish to continue offering it.

### **What About the Museum?**

The City also maintains a formal agreement with the Foothills Historical Society for use of Buckley Hall. That agreement, adopted in 2023, governs the Historical Society's use of the front entrance and storage areas for administrative functions and visitor access. The decision to formalize the museum's use came after the Historical Society contributed \$45,000 toward interior improvements at Buckley Hall, including upgrades that directly benefited multiple users. The agreement was drafted as an addendum to the Museum Services Agreement, which expires on December 31, 2042.

### **Council Options**

Council is asked to consider the following options:

1. Cost Recovery – Charge the full estimated monthly costs of \$792, adjusted annually
2. Flat Rate or Use-Based Model – Establish a fixed monthly or hourly rate for building use
3. Partial Subsidy – Reduce or waive select line items (e.g., waive custodial or insurance costs only and/or fee in lieu of facility improvements)
4. Fully Subsidize – Continue current practice, with no fees charged to the Food Bank

### **Next Steps**

Staff welcomes Council input on the proposed MOU and cost-sharing approach. Once Council provides direction, staff will finalize the agreement and bring it back for formal approval at a future meeting.

In addition to the facility use, the City currently owns and insures the van used solely by the Food Bank. This arrangement will be reviewed separately, and the City may explore options to transfer ownership of the vehicle to the Food Bank organization.

### **Attachments**

1. Draft MOU

**AGREEMENT**  
Between  
The City of Buckley  
and  
Kiwanis Club of Buckley Foundation

This Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Buckley, a municipal corporation organized under Title 35A of the Revised Code of Washington (the “City”), and the Kiwanis Club of Buckley Foundation, DBA Buckley Kiwanis Food Bank, a Washington public benefit corporation (the “Provider” and collectively “the Parties”).

**RECITALS:**

1. The City of Buckley, along with all of western Washington, is experiencing unprecedented numbers of individuals experiencing homelessness or are at high-risk for experiencing homelessness; and
2. The Provider is a volunteer directed organization that provides food to the poor and infirm; and
3. In exchange for the public services provided to the poor and infirm, the City will provide tenant space in Buckley Hall located at 127 N River Ave #117, Buckley, WA 98321 to Provider free of charge; and
4. The Parties expressly intend all provisions of the Agreement to apply in full force and effect for the duration this agreement; and
5. The City has determined that this Agreement provides the necessary support of the poor and infirm in the community.

## **AGREEMENT:**

In consideration of the mutual promises set out in this Agreement, the Provider and the City agree as follows:

**1. Term of Agreement.**

The Parties intend for the term of this Agreement to be July 1, 2025 through December 31, 2035. The term of this Agreement may be extended in writing by mutual agreement of the parties. If this Agreement expires or terminates before the Parties' entering into an Agreement for future services or extending this Agreement, the Provider agrees to remove all personal property promptly from the Buckley Hall.

**2. Provider Obligations.**

The Provider agrees to perform in a good and professional manner food service to the poor and infirm. The Provider will perform the services as an independent contractor and will not be deemed, by virtue of this Agreement and the performance of, to have entered into any partnership, joint venture, or other relationship with the City.

Providers share of utilities and routine maintenance is identified in Exhibit A

**3. Provider Representations.**

The Provider represents and warrants that it has all necessary licenses and certifications to perform the services provided for in this Agreement, and is qualified to perform those services. The Provider is prohibited from making any program services, resources, assistance, or sheltering conditional on clients participating in any sort of religious activity. No funding provided through the City may be used to support or engage in any explicitly religious activities, including activities that involve overt religious content such as worship, religious instruction, or proselytization. The Provider agrees to cooperate and coordinate with the City, its employees, contractors, and agents for the purpose of maintaining and repairing the building consistent with the lease. The Provider agrees to cooperate and coordinate with the City, its employees, contractors, and agents under the Buckley Hall agreement upon the agreement effective date.

**4. City Obligations.**

The City agrees to provide the portions of Buckley Hall identified in Exhibit B Buckley for the duration of this Agreement, provided that the Provider complies with all required terms of this Agreement.

**5. Parties Obligations to Keep Building in Good Repair Consistent with Lease.**

In addition to the Parties' obligations as otherwise described in this Agreement and the Scope of Services, Exhibit A, the Provider agrees to not use or store any hazardous, toxic, radioactive or bio-hazardous substances or petroleum products in the building. The Provider agrees that the building will not be occupied by any person other than the Provider and those using its Food Bank services as described in Exhibit A.

Provider understands and accepts that Buckley Hall is taken “as is”. The City makes no warranties as to building safety or suitability for use.

Any damages observed or caused by the provider must be reported to the City immediately or upon discovery. The City and Provider are free to mutually agree on responsibility for repairs and improvements-the providers designated space as such repairs and improvements are found necessary. If the City and Provider are unable to agree upon repairs and/or improvements and the building is unsafe or unfit for use Provider shall vacate the building within time frames found reasonably necessary by the City until a time when the building is again habitable.

**6. Insurance.**

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

**A. No Limitation**

The Provider’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Provider to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

**B. Minimum Scope of Insurance**

The Provider shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Provider’s Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Provider’s profession.

**C. Minimum Amounts of Insurance**

The Provider shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Commercial General Liability insurance shall be written with limits no less than \$500,000 each occurrence, \$2,000,000 general aggregate.
2. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**D. Other Insurance Provision**

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

**E. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**F. Verification of Coverage**

The Provider shall furnish the City with certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

**G. Notice of Cancellation**

The Provider shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**H. Failure to Maintain Insurance**

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

**I. City Full Availability of Provider Limits**

If the Provider maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Provider, irrespective of whether such limits maintained by the Provider are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the

Provider.

**7. Indemnification**

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

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Provider and the City, its officers, officials, employees, and volunteers, the Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The Parties intend for the provisions of this section to apply beginning July 1, 2025, and shall survive the expiration or termination of this Agreement.

**8. Dispute Resolution.**

In the event that any dispute or conflict arises between the parties while this Agreement is in effect, the Parties agree that, notwithstanding such dispute or conflict, the Parties will continue to make a good faith effort to continue to cooperate and continue to work toward successful completion of the services outlined in Exhibit A.

In the event that any party believes another party has breached a term of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of the request.

**9. Agreement Interpretation.**

All captions, headings or titles in the paragraphs or sections of this Agreement are inserted for convenience of reference only and are not part of this Agreement. The singular will include the plural and vice versa and masculine, feminine and neuter expressions are interchangeable. Interpretation or construction of this Agreement will not be affected by any determination as to who is the drafter of this Agreement, this Agreement having been drafted by mutual agreement of the Parties.

**10. Non-Availability of Funds.**

Every obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligation; and if funds are not allocated and available for the continuance of this Agreement, then this Agreement may be terminated by the City at the end of the period for which funds are available.

The City makes no commitment to support the services contracted for and assumes no obligation for future support of the activity or services contracted herein except as expressly set forth in this Agreement.

**11. Termination for Cause.**

If the City concludes that the Provider has failed to comply with the terms and conditions of this Agreement, or has failed to use the City funds only for those activities identified in Exhibit A, or has otherwise materially breached one or more of the covenants in this Agreement, the City may at any time, at its discretion, provide written notice to the Provider and terminate the Agreement. The Notice of Termination for Cause will be in writing with the reason(s) for the termination, and will specify the effective date of the termination. The Provider will be allowed at least five (5) calendar days to cure the reasons for termination. If the breach is not cured within five (5) days, the City may recover all prior payments to the Provider from the City made within 60 days of the Effective Date.

If the lease is not renewed or is revoked for any reason, this Agreement automatically terminates and the parties waive all claims, demands, suits, proceedings, losses, costs, or damages of every kind and description, including attorneys' fees and litigations expenses which may be made against or incurred by the City, caused by, arising out of, or contributed to, in whole or in part, by reason of the Agreement termination.

The City may, in its sole discretion, by written notice to the Provider, immediately terminate this Agreement, if it is found after due notice and examination by the City that there is a violation of the Ethics in Public Service Act, Chapters 42.23 and 42.52 RCW.

**12. Termination for Convenience.**

The City reserves the right to terminate this Agreement for the convenience of the City by delivery of a Notice of Termination with the effective date that may be as short as 30 days for any reason.

**13. Prohibited Discriminatory Actions.**

The Provider may not, under any program or activity to which this Agreement applies, directly or through contractual or other arrangements, discriminate on the grounds of race, color, creed, religion, national origin, sex, sexual orientation, familial status, age, or where there is the presence of any sensory, mental or physical handicap.

The Provider will comply with all applicable federal, state and local non- discrimination laws and/or policies, including, but not limited to, the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act.

In the event of the Provider's noncompliance or refusal to comply with any non-discrimination law or policy, this Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Provider may be declared ineligible for further agreements with the City. The Provider is responsible for any and all costs or liability arising from any failure to so comply with applicable law.

All of Food Banks activities shall qualify as services for the poor and infirm under the Washington State Constitution, Article VIII, Section 7.

**14. Records.**

All documents, reports, memoranda, diagrams, sketches, plans, surveys, design calculations, working drawings, and any other materials created or otherwise prepared by the Provider and transmitted to the City as part of performing this Agreement will be owned by and become the property of the City.

The Provider agrees that it will comply with the Washington Public Records Act, if required, and shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Provider in complying with the Washington Public Records Act.

**15. Personal Information-Notice of Security Breach.**

The Provider agrees to notify the City of any breach of the security of any personal information data immediately following discovery if the personal information was, or is reasonably believed to have been, acquired by an unauthorized person in accordance with RCW 42.56.590. In the event of a security breach, the Provider is responsible for notifying individuals whose personal information may have become available to unauthorized users.

**16. Limitations.**

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties or as requiring the parties to expend any sum in excess of its appropriations.

**17. Force Majeure.**

No party to this Agreement will be held responsible for delay or default caused by terrorism, pandemics, natural disasters, riots, acts of God and/or war that is beyond the reasonable control of the parties.

**18. Severability.**

Each provision of this Agreement is intended to be severable, and if any provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the

validity of the remainder of this Agreement.

**19. Amendment, Assignment & Waiver Provisions.**

No amendment, modification, or waiver of any condition, provision, or term of this Agreement will be valid unless it is made in writing, signed by the party or parties to be bound, or the duly authorized representatives thereof, and specifies, with particularity, the nature and extent of such amendment, modification, or waiver.

The failure of either party at any time to require performance by another party of any provisions of this Agreement will in no way affect the party's subsequent rights and obligations under that provision, and waiver by any party of the breach of any provision of this Agreement will not be taken or held to be a waiver of any succeeding breach or as a waiver of any provision.

**20. Integration & Binding Effect.**

This Agreement, together with any subsequent amendments or addendums, constitutes the entire agreement of the Parties and no other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the Parties.

This Agreement is binding on the Parties and their respective successors and assigns, provided that this Section shall not be deemed to permit any transfer or assignment otherwise prohibited by this Agreement.

This Agreement is for the exclusive benefit of the parties and it does not create a contractual relationship with, or exist for the benefit of, any third party, including contractors, subcontractors, or their sureties.

**21. Choice of Law.**

This Agreement and the rights of the parties will be governed and interpreted in accordance with the laws of the State of Washington and venue for any action will be in Pierce County, Washington; provided, however, that it is agreed and understood that any applicable statute of limitation will commence no later than the substantial completion by the Provider of the services.

Subject to the limitations set forth in RCW 4.84.330, each party agrees to bear its own costs and attorneys' fees generated by any dispute arising out of this Agreement.

**22. Notices, Reports & Correspondence.**

All notices or communications permitted or required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered in person or deposited in the United States mail, postage prepaid, by certified mail, return receipt requested, and addressed, if to a party of this Agreement, to the address for the party set forth above, or if to a person not a party to this Agreement, to the address designated by a party to this Agreement.

All notices, reports, and correspondence will be sent to:

Page 8 of 11

City of Buckley

The Provider

**23. Signature Authority.**

This Agreement may be executed in counterparts, each of which will be one and the same Agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the day and year first set forth above.

**CITY OF BUCKLEY**

\_\_\_\_\_  
Beau Burkett, Mayor

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Phil Olbrechts, City Attorney

**PROVIDER**

By Donna Garland\_\_\_\_\_  
Title Manager Pro Tem\_\_\_\_\_  
Federal Tax ID  
# 91-1761645\_\_\_\_\_  
Date \_\_\_\_\_

## Utilities and Maintenance Exhibit A

### Cost Sharing for Facility Operational Expenses

The Provider shall pay the following percentages of monthly facility operational costs, subject to annual review and adjustment by both the Provider and the City. These charges are based on the proportional use of Buckley Hall and are not to exceed the actual cost incurred by the City.

Item	Monthly Amount	Annual Amount
Utilities	\$304	\$3,648
Insurance	\$31	\$372
*Custodial Supplies/Service	\$392	\$4,704
Repairs and Maintenance	\$65	\$780
Total	\$792	\$9,504

These charges are based on the following cost-sharing allocations:

- Utilities: Provider shall pay 25% of total building utility costs, reflecting 14% exclusive occupancy and additional use of shared spaces (main hall) as described in Exhibit B.
- Insurance: Provider shall pay 14% of total building insurance costs, based on exclusive use of 1,000 square feet out of 7,077 square feet (approximately 1/7 or 14%).
- Custodial Supplies/Service: If needed, provider shall pay 5% of total custodial staff time allocated to the facility.
- Repairs and Maintenance: Provider shall pay 14% of total building repairs and maintenance costs, based on exclusive use of 14% of the building footprint.

All operational cost contributions are subject to annual reconciliation and adjustment to reflect actual costs and any changes in usage or occupancy.

The Provider may elect to perform mutually agreed-upon repairs or improvements to the facility in lieu of operational expenses. Any such work must be pre-approved in writing by the City. Upon completion, the Provider may submit itemized receipts to the City for reimbursement in the form of a credit toward their monthly charges.

### \*Custodial Supplies and Expectations (Optional Cost Reduction Option)

As an alternative to the City providing custodial services, the Foodbank may elect to perform custodial duties during their periods of exclusive use of Buckley Hall. If this option is selected, the following expectations will apply:

- City provides custodial services for City events.
- Provider handles custodial needs before, during and after their activities
- City supplies restroom essentials (toilet paper, hand drying supplies) once per week and before and after city sponsored programs During periods of exclusive foodbank use any additional cleaning or restroom essentials must be provided by the foodbank.
- The Foodbank will receive a monthly calendar of planned city events to appropriately time potential cleaning and restroom supply needs.
- Provider provides other necessary supplies (e.g., paper towels, cleaning rags) during their time of exclusive use.

**Facility Use Areas  
and Times of Use  
EXHIBIT B**

Provider's use of Buckley Hall is limited to the following areas:

Use of the areas identified above is limited to M, T, W & F: 7:00 AM – 2:00 PM. Use of the kitchen is further limited to Wednesdays and Fridays, 8:00 AM – 1:00 PM.



TO: City Councilmembers  
FROM: Courtney Brunell, City Administrator  
THROUGH: Mayor Burkett  
DATE: July 1, 2025  
SUBJECT: Logo Redesign – Revised Concepts and Implementation Options

---

**Background:** Under the direction of Mayor Burkett, the City has been working with a local graphic designer to develop a refreshed logo. The goal of the revised design is to present a simplified and more modern logo that reflects Buckley today. It incorporates several elements drawn from Council’s initial feedback and rooted in community identity, including:

- The mountain silhouette, featuring the recognizable “elk head” shape
- A Sasquatch, which was highly popular when the Police Department updated its logo
- The sun removed from behind Mt. Rainier, to accurately reflect Buckley’s geographic viewpoint
- The White River, representing the natural features that help define the city’s landscape

During the May 6<sup>th</sup> and June 3<sup>rd</sup> Council meetings, the following logo was presented:



**Revisions Based on Council Feedback:** Following the June 3 meeting, the designer made the following adjustments based on Council input:

- Trees redesigned to reduce the appearance of snow or “flocking”
- Letter spacing in “Buckley” adjusted to bring the characters closer together
- New color variations added, including maroon and gold, and maroon and white

**Implementation Options and Itemized Costs:** Council has several rollout options to consider, ranging from digital-only updates to full implementation. The following includes a breakdown of estimated costs by item:

Option	Estimated Cost	Notes
Public Works Facility Sign	\$1,700	Exterior signage replacement
Council Chambers Sign	\$3,400	Wall-mounted logo in Council Chambers
Parks Signage	\$3,000	Includes trailhead or park entry signs
City Vehicles (Decals)	\$1,100	Estimated across applicable Public Works and Utility vehicles
Issued Clothing	\$3,440.00	Based on 6 items per Parks and Public Works employee
Employee Name Tags	\$250	For City staff
City Flag (1)	\$250	One updated flag with new branding
Stationery	\$0	Logo will be updated as existing stock is depleted

*Note: Costs are shared between the General Fund and Utility Departments based on which departments are affected (e.g., uniforms, vehicles).*

#### **Rollout Options:**

Council may consider the following approaches:

Option	Description	Estimated Cost
No Cost / Digital Only	Website, email signatures, and social media only	\$0
Minimal Rollout	Digital updates + stationery (as current stock runs out)	\$0
Moderate Rollout	Public Works sign, Council Chambers sign, name tags, one City flag	~\$5,600
Complete Rollout	All items listed above	~\$13,140
Hybrid (Council-Directed)	Council selects specific items based on visibility and budget priorities	Varies

**Funding:** Costs for the rollout options would be covered by General Fund and the Utility Funds based on the item and affected department. The General Fund would cover costs for the following items:

- Council Chambers Sign
- Parks Signage
- City Vehicles (Decals) – Parks Dept vehicles (\$280 for 14 vehicles and large equipment)
- Issued Clothing – Parks and Facility Dept employees (\$491.18 for 2 employees)
- Employee Name Tags – Administrative, Parks and Facility staff
- City Flag

These costs would be covered by the Professional Services budgets in the Council, Finance, and Parks Department budgets. Year-to-date expenses compared to budget for each of these areas are:

Department	Budget	Actual	Variance
Council	5,000	0	5,000
Finance	15,000	6,291	8,709
Parks	5,500	2,213	3,287
<b>Total</b>	<b>25,500</b>	<b>8,504</b>	<b>16,996</b>

The Water and Sewer Utility Operating Fund and the Stormwater Utility Operating Fund would cover the following costs:

- Public Works Facility Sign
- City Vehicles (Decals) – Utility Dept vehicles (\$820 for 41 vehicles and large equipment)
- Issued Clothing – Utility Dept employees (\$2,947.08 for 12 employees)
- Employee Name Tags – Utility staff

These costs would be covered by the Professional Services budgets in the Water, Sewer and Stormwater Department budgets. Year-to-date expenses compared to budget for each of these areas are:

Utility	Budget	Actual	Variance
Water	50,000	14,117	35,883
Sewer	36,000	11,447	24,553
Stormwater	33,000	20,036	12,964
<b>Total</b>	<b>119,000</b>	<b>45,600</b>	<b>73,400</b>

**Next Steps:** Council will consider formal adoption of the new logo at an upcoming Council meeting. If adopted, staff is prepared to move forward with the implementation option selected by Council.

**Attachments:**

- Updated logo alternatives reflecting requested changes
- Memo Dated May 6, 2025
- Memo Dated June 3, 2025

Original



Version 5

a



b



Version 5

c



d



Version 5

e



f



Version 5

g



h





TO: City Councilmembers  
FROM: Courtney Brunell, City Administrator  
THROUGH: Mayor Burkett  
DATE: May 6, 2025  
SUBJECT: Logo Redesign

---

### **Background:**

The Mayor has been working with a local graphic designer to explore options for a refreshed City logo. Attached is a concept for Council's review and feedback.

The revised logo is a simplified and more modern design that reflects Buckley today. It incorporates several key elements based on Council's initial feedback and community identity, including:

- The White River, with an optional variation that features the new bridge
- A Sasquatch, which was highly popular on the Police Department's logo
- The mountain silhouette with the recognizable "elk head"

This proposed design retains elements of the original logo in a tasteful, updated format that preserves Buckley's character.

### **Next Steps:**

Council is asked to review and provide feedback on the logo concept. Should the Council support the design and formally approve it via motion, staff will begin the process of updating City branding across signage, documents, and digital platforms.

### **Attached:**

1. Redesigned Logo options



TO: City Councilmembers  
FROM: Courtney Brunell, City Administrator  
THROUGH: Mayor Burkett  
DATE: June 3, 2025  
SUBJECT: Options and Estimated Costs for City Logo Implementation

---

**Background:** As the City prepares to implement the newly adopted logo, staff has identified cost estimates and outlined several rollout options for your consideration. The goal is to modernize the City's branding in a way that is both visible and fiscally responsible.

**All Estimated Costs:**

- City Signs
  - Public Works Sign: \$1,700
  - Council Chambers Sign: \$3,400
- Parks Signage: \$3,000
- City Vehicles: \$1,100
- Issued Clothing: \$3,438.23  
*(Based on 6 per person, per Public Works and Parks employees)*
- Name Tags: \$250
- City Flag (1): \$250
- Stationery: \$0  
*(No setup fee; logo will be updated as current stock is depleted)*

Total Estimated Cost (All Items): \$13,138.23

**Implementation Options:**

**1. Minimal Rollout (Slow Phase-In)**

- Replace only stationery and electronic media (email signatures, website, social media).
- No physical items replaced at this time.
- No budget adjustment required.
- Plan to make sign purchases as part of 27-28 biennial budget

## **2. Moderate Rollout**

- Replace the Public Works sign, Council Chambers sign, name tags, and one City flag.
- No replacement of parks signage, vehicle logos, or issued clothing.
- Estimated cost: \$5,600
- May require a budget adjustment

## **3. Complete Rollout**

- Replace all identified items, including:
  1. Public Works sign
  2. Council Chambers sign
  3. Parks signage
  4. Vehicle logos
  5. Issued clothing
  6. Name tags
  7. One City flag
  8. Stationery (as inventory is replenished)
- Estimated cost: \$13,138.23
- Will require a budget adjustment.

## **4. Hybrid – Council Directed**

- Council selects specific items to replace based on visibility, cost, and priorities.
- May include any combination from the list above.
- This option will likely require a budget adjustment depending on scope and timing.

**Next Steps:** Council will consider formal adoption of the new logo at the June 10th meeting. Once adopted, staff is prepared to move forward with the implementation option selected by Council.