Town of Concrete
45672 Main Street
Concrete, WA 98237
360.853.8401

A link to the full packet for this agenda can be found at https://www.townofconcrete.com/notices/ or https://www.townofconcrete.com/town-council-and-mayor/

TOWN COUNCIL
SPEICAL MEETING
SUPERIOR BUILDING FOUNDATION

October 6, 2026 6:00 p.m.

I. Opening Ceremonies
- A. Call Meeting to Order
- B. Roll Call

II. Agenda Presentation
- A. Discussion - Proposed Uses/Functions for Superior Building
- B. Discussion - Memorandum of Understanding

III. Adjournment

Town of Concrete Town is utilizing Zoom for access to Town Council meetings. The information below is for the next meeting:

Join Zoom Meeting
https://zoom.us/j/3723563720

Meeting ID: 372 356 3720
One tap mobile
+12532158782,,3723563720# US (Tacoma)
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Dial by your location
- +1 253 215 8782 US (Tacoma)
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Meeting ID: 372 356 3720
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MEMORANDUM

To: Members of the Public and Town Council

From: Town Attorney

Date: October 5, 2026

Re: Proposed Memorandum of Understanding with the Superior Building Foundation

I. Background

The Town Council has been asked to consider signing a Memorandum of Understanding ("MOU") with the Superior Building Foundation (the "Foundation"), a volunteer nonprofit group formed to support rehabilitation of the historic Superior Building. This memo explains the concerns about the MOU as currently drafted, and why an MOU may not be needed if the ultimate goal is simply to raise money and give it to the Town to support work on the Superior Building.

The Superior Building is owned by the Town and is recognized as a historically significant structure tied to the early development of the Town. The Foundation is an all-volunteer nonprofit organization whose mission is to support the Superior Building's rehabilitation and future community use.

II. Concerns with MOU as currently drafted

There are two primary concerns with the draft MOU as currently written: (1) it commits the Town to obligations that are not required by any statute or Town code and (2) the Town would be taking on new administrative burden and liability exposure without a corresponding legal need;

First, the draft MOU would require the Town to create and maintain a formal written "Use and Stewardship Plan" for the Superior Building, to review and update that plan at least once a year, and to maintain a specific level of property insurance. None of these things are state law nor does the Town's own municipal code currently require the Town. Signing the MOU would turn these into binding commitments the Town has chosen for itself, with no outside requirement driving them.

Second, preparing and annually updating a formal stewardship plan, and maintaining a defined insurance program take staff time and Town resources. Committing to these things in a signed agreement makes them enforceable promises to another party, rather than internal practices the Town can adjust as circumstances change. If is unable to meet those requirements, it could be held in breach of the agreement. This creates unnecessary liability for the Town.

III. MOU may not be needed

Based on the information provided to the Town, the Foundation's intended role is to help raise public awareness, encourage community engagement, and raise money through grants,

sponsorships, and donations that would then be given to the Town to support the Superior Building. A nonprofit organization does not need a signed agreement with the Town to do any of that. The Foundation is free to organize, fundraise, and advocate for the Superior Building on its own, and then simply donate funds or support to the Town, the same way any community group or charitable organization can support a public project without a formal contract.

Put simply: if the goal is for a volunteer group to raise money and support public awareness of the Building, no MOU is necessary for that to happen. An MOU becomes necessary only if the Town wants to bind itself to specific, enforceable obligations toward the Foundation and vice versa, which is a different and bigger commitment than simply accepting the Foundation's help.

It is also worth noting how donations to the Town already work. A member of the public, a business, or an organization like the Foundation can give money directly to the Town as a charitable donation without any written agreement or formal documentation at all. The only time documentation becomes necessary is if the donor wants to restrict how the funds are used, for example by designating the gift specifically for the Superior Building's rehabilitation. In that case, the Town simply records the donor's stated purpose so the funds are applied accordingly. No MOU, contract, or other agreement with the Foundation is required to accept or direct the use of a donation.

IV. Recommendation

Given the concerns, it is not recommended that the Town sign the MOU in its current form. An MOU is only needed if the Town and the Foundation want to agree on how the Town will use the funds from the Foundation.

Questions like how the Superior Building is renovated, what it is used for and who can access it are all valid questions but those should be addressed in a resolution or policy document – not in a binding agreement with a private organization. All those issues can be worked out by staff, if directed to do so by the Council. In the meantime, the Foundation can begin its fundraising, education, and advocacy work for the Superior Building without any agreement being signed.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the Town of Concrete, Washington (the "Town"), and the Superior Building Foundation (the "Foundation").

Purpose

The purpose of this MOU is to establish a framework for cooperation between the Town and the Foundation for the rehabilitation and stewardship of the historic Superior Building.

Background

The Superior Building (the "Building") is a locally and regionally significant historic structure associated with the Superior and Lone Star Portland Cement companies and the development of Concrete, Washington. The Building has been recognized as an endangered historic property by the Washington Trust for Historic Preservation, which placed it on its "Most Endangered Historic Properties" list in 2006.

The Town is and will remain the sole legal owner of the Superior Building and the underlying land and retains ultimate control and decision-making authority over the use, management, and disposition of the Building and property, including but not limited to exterior and interior alterations, signage, and any changes affecting public access or safety.

The Foundation is a nonprofit corporation organized for charitable and educational purposes, with an all-volunteer board. Its mission is to support the rehabilitation of the Building and its future use for the benefit of the community.

Term

This MOU becomes effective upon signature by both Parties. The initial term is one year from the effective date and will renew annually unless earlier terminated or amended by mutual written agreement.

The Town agrees to:

a) Retain ownership and legal authority over the Building.

b) Act as the public steward of the property, ensuring compliance with applicable local, state, and federal laws, including building, life-safety, and historic preservation requirements.

c) Maintain property insurance on the Building and ensure the Town's standard liability coverage applies to its actions related to the property.

d) Review and approve all permanent and temporary signage, banners, and other exterior visual communications on the Building and site to ensure consistency with Town codes, policies, and community character.

e) Develop a comprehensive plan for the preservation, restoration, and adaptive reuse of the Building, and maintain a written "Use and Stewardship Plan" for the Superior Building that addresses, at a minimum, preservation goals, approved public and community use, occupancy and event policies, maintenance and capital improvement priorities, and wayfinding and interpretive concepts. Review the "Use and Stewardship Plan" at least annually and update it as needed to reflect current conditions, funding availability, and community needs.

f) Designate a single Town liaison as the primary point of contact with the Foundation, responsible for facilitating two-way communication and coordinating development and execution of the Use and Stewardship Plan and associated efforts and activities.

The Foundation agrees to:

a) Maintain its nonprofit corporate and tax-exempt status.

b) Assist the Town with public education and awareness regarding the Building and facilitate opportunities for community input and engagement.

c) Assist the Town in identifying, soliciting, and securing funds on behalf of the Town through grants, sponsorships, and donations for projects and uses of the Building approved by the Town.

d) Facilitate and participate in the development, periodic review, and updating of the Town's "Use and Stewardship Plan," consistent with the Foundation's mission. Review the "Use and Stewardship Plan" at least annually and propose updates to the Town as needed to reflect current conditions, funding availability, and community needs.

e) Assist the Town in ensuring that preservation, restoration, and renovation of the Building are carried out consistent with historic preservation standards when appropriate.

f) Designate a single Foundation liaison as the primary point of contact with the Town, responsible for facilitating two-way communication and coordinating the Foundation's participation in the development and execution of the Use and Stewardship Plan and associated efforts and activities.

The Town and Foundation agree to the following principles:

1. Collaboration and communication.
2. Historic preservation compliance.
3. Public engagement and transparency.

Modification and Termination

This MOU may be amended at any time by mutual written agreement of the Parties. Either Party may terminate this MOU upon 30 days' written notice to the other Party, provided that the Parties will make good-faith efforts to protect completed work and avoid harm to the Building during any transition. This MOU will terminate in the event the Town is no longer the owner of the Building or the Town adopts a Use and Stewardship Plan that is inconsistent with the Foundation's mission.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the dates written below.

Town of Concrete, Washington

By: _____

Name: _____

Title: _____

Date: _____

Superior Building Foundation

By: _____

Name: _____

Title: _____

Date: _____