



City Council Workshop Agenda

January 13, 2026 at 6:30 PM

City Hall Council Chambers - 210 W 6th Ave and Virtual


The City of Kennewick broadcasts Council meetings on the City's website at

<https://www.go2kennewick.com/CouncilMeetingBroadcasts>.

Written public comment is accepted pursuant to KMC 2.04.047 - more details are available at

<https://www.go2kennewick.com/550/Meeting-Guidelines>.

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1. Shoreline Reconveyance
 2. Discussion: Council's 2026 & 2027 Board and Committee Assignments

Council Agenda Coversheet	Item Number: 1. Date: 1/13/2026	Category:
	Item Type: Presentation Subject: Shoreline Reconveyance Department: City Manager	
<p>Summary</p> <p>This workshop will provide City Council with an update on the Shoreline Reconveyance project and review key documents in preparation for adoption.</p> <p>TRIDEC will be in attendance to present the historical background of the Shoreline Reconveyance Project and provide an update on the collaborative work completed by local jurisdictions and tribes to advance this project toward Congressional submission.</p> <p>DOCUMENTS FOR COUNCIL REVIEW</p> <p>Council will review the following draft documents:</p> <ol style="list-style-type: none"> 1. Memorandum of Agreement (MOA) – to be executed by all participating jurisdictions and the tribes. 2. Cultural Practices Easement – As an exhibit to the MOA with the understanding that this is the agreed-upon template and once properties and legal description of easement areas are finalized, they will be recorded with the reconveyance. 3. Napuutwit Ground Disturbing Protocols – An exhibit to the MOA to be adopted with reconveyance. <p>BACKGROUND</p> <p>These documents represent extensive negotiations between the jurisdictions and tribes. All jurisdictions retained a specialized tribal attorney to represent our collective interests throughout the negotiation process, ensuring our concerns and requirements were appropriately addressed.</p> <p>RECOMMENDED ACTION</p> <p>Staff recommends adoption of the MOA with the Cultural Practices Easement and Napuutwit Ground Disturbing Protocols as attachments.</p> <p>NEXT STEPS</p> <ol style="list-style-type: none"> 1. All parties adopt MOAs 2. Concurrent Activity: Finalize legislation and property descriptions 3. Submit legislation to Congress to begin the formal reconveyance process 4. During the Congressional process: Develop legal descriptions for cultural practice's easement areas 5. Upon completion: Return to each jurisdiction and associated tribes for agreement and adoption 6. Final step: Record easements upon completion of conveyance 		
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Presentation 2. DRAFT MOA 3. DRAFT Protocols 4. DRAFT Easement 		

COLUMBIA RIVER SHORELINE RECONVEYANCE



Karl Dye
President & CEO
TRIDEC



David Reeploeg
VP for Federal Programs
TRIDEC



SHORELINE RECONVEYANCE

GOAL

- In partnership with local governments and Tribes, pursue Congressional legislation to transfer ownership of Corps-owned lands

PROCESS

- 'Shoreline Reconveyance Working Group'



509-735-1000



www.TRIDEC.org



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F1

Reconveyance Areas - Exhibit A

- █ Kennewick Reconveyance Request
- █ Richland Reconveyance Request
- █ Pasco Reconveyance Request
- █ Franklin County Reconveyance Request
- █ Port of Pasco Reconveyance Request

R1

P1

P5

P6

R2

K1

K2

K3

K4

K5

P2

K6

P3

Po1

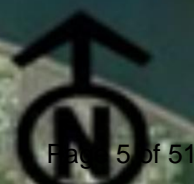
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K7



COLUMBIA RIVER SHORELINE RECONVEYANCE AREAS





SHORELINE RECONVEYANCE

DOCUMENTS

- Memorandum of Agreement
- Cultural Practices Easement
- Napúutkwit Ground Disturbing Protocols



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THANK YOU



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Reconveyance Areas - Exhibit B

- Kennewick Reconveyance Request
- Richland Reconveyance Request
- Pasco Reconveyance Request
- Franklin County Reconveyance Request

Reconveyance Areas - Exhibit B

-  Kennewick Reconveyance Request
-  Richland Reconveyance Request
-  Pasco Reconveyance Request
-  Franklin County Reconveyance Request





Reconveyance Areas - Exhibit C

- Kennewick Reconveyance Request
- Richland Reconveyance Request
- Pasco Reconveyance Request
- Franklin County Reconveyance Request
- Port of Pasco Reconveyance Request
- Benton County Reconveyance Request

Reconveyance Areas - Exhibit C

- Kennewick Reconveyance Request
- Richland Reconveyance Request
- Pasco Reconveyance Request
- Franklin County Reconveyance Request
- Port of Pasco Reconveyance Request
- Benton County Reconveyance Request



**MEMORANDUM OF AGREEMENT
BETWEEN THE
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
REGARDING COLUMBIA RIVER SHORELINE RECONVEYANCE LEGISLATION**

WHEREAS, Benton County, the City of Kennewick, the City of Pasco, the City of Richland, Franklin County, and the Port of Pasco, Washington (the “Local Municipalities” or “Municipalities”, and each a “Municipality”), are municipal governments incorporated under the laws of the State of Washington with the powers granted by the Constitution and general law of the State, and have an interest in having certain lands conveyed to them as described in Exhibit 1 (the “Reconveyed Lands”), which are located within lands ceded by the Confederated Tribes of the Umatilla Indian Reservation (“CTUIR”) in its Treaty of 1855 (the “Treaty”) and within the CTUIR aboriginal use area, from the U.S. Army Corps of Engineers through a legislative action known as Columbia River Shoreline Reconveyance (the “Reconveyance”); and

WHEREAS, Tri-City Development Council (“TRIDEC”), an organization that works to improve the economic health of the Tri-Cities area by promoting economic diversification, job creation and retention, and advocates and leads the Tri-Cities community on issues of economic importance, had worked to develop draft federal legislation to support the Local Municipalities’ land conveyance requests and has lead consultation efforts between the Local Municipalities and the CTUIR; and

WHEREAS, the CTUIR is a federally recognized Indian Tribe that consists of a confederation of the Cayuse, Umatilla, and Walla Walla Tribes; and

WHEREAS, pursuant to Article 1 of the Walla Walla Council Treaty of 1855, 12 Stat. 945, the CTUIR reserved perpetual off-reservation rights to fish at usual and accustomed stations, and to hunt, gather, and pasture livestock on unclaimed lands, as well as all activities related thereto, such as camping; and

WHEREAS, the United States government has a trust responsibility to the CTUIR and accompanying fiduciary responsibilities to ensure that tribal resources are managed to protect and uphold CTUIR interests. The trust responsibility is a legally enforceable fiduciary obligation on the part of the United States to protect tribal Treaty reserved rights, lands, assets, and resources, as well as a duty to comply with the mandates of federal law related thereto; and

WHEREAS, when lands are transferred out of federal ownership and control, the trust responsibilities and fiduciary obligations of the United States are lost with respect to future non-federal management of those lands. The CTUIR has expressed their concerns about the transfer of lands out of federal ownership because their ability to exercise some of their reserved Treaty rights may be limited, and the federal trust responsibility also has limited applicability; and

WHEREAS, the CTUIR has an inherent responsibility to protect and manage their Treaty-reserved rights and cultural and natural resources for the future of the CTUIR and its members; and

WHEREAS, the CTUIR, TRIDEC, and the Local Municipalities have held numerous meetings starting in 2019 to discuss and address each other’s concerns and issues and this Memorandum of Agreement (“MOA”), along with legislative language for the Reconveyance addressing those concerns; and

WHEREAS, the CTUIR, TRIDEC, and the Local Municipalities collectively known as the “Parties,” have agreed to enter into this MOA; and

WHEREAS, by entering into this MOA, the Parties agree to collaborate to avoid adverse impacts that the Reconveyance may have on the CTUIR’s Treaty rights and Treaty-protected natural and cultural resources; and

WHEREAS, the Parties will work collaboratively to build a strong partnership, reflecting a mutual respect of each Party’s values, goals, and governmental duties of preserving, protecting and promoting the cultural and economic development interests, including residential and commercial development, of its constituents. The Parties desire to set forth commitments in this MOA that provide a framework for fostering continued coordination and consultation; and

WHEREAS, the Parties deem it to be in their mutual best interest to collaborate and consult in the development of specific projects, activities, and procedures to achieve shared interests in lands conveyed to them from the Reconveyance; and

WHEREAS, this MOA represents commitments that are being made by the Parties in partnership that will perpetuate CTUIR’s reserved Treaty rights, cultural heritage, and land management, and will promote the public recreation and economic development interests, including residential and commercial development, of the CTUIR and the Local Municipalities. The Parties believe that by working in partnership, mutual benefit will be experienced by all Parties; and

WHEREAS, nothing in this MOA affects the legal rights of the Parties, except as expressly agreed to herein, nor shall it subject any Party to any jurisdiction to which it otherwise would not be subject, except as provided herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the Parties declare their respective objectives as follows:

STIPULATIONS

1. Government-to-Government Relationship

1.1 The Parties will establish a government-to-government relationship for the purpose of discussing a range of shared interests, including, but not limited to: protection and exercise of CTUIR’s Treaty-reserved rights including Tribal access for fishing and gathering sites; protection and management of CTUIR’s cultural and natural resources; preservation and education surrounding CTUIR’s history and use of the Reconveyed Lands; and economic development including tourism, recreational, and community development within the Reconveyed Lands and any relevant urban growth boundary.

1.2 The CTUIR, represented by its Board of Trustees, and the Municipalities, represented by each respective Council, will meet annually to review the status of projects and procedures developed to implement the Parties' shared interests. The Parties agree to alternate the hosting of this event, with the CTUIR to host in even years and one of the Municipalities to host in odd years, unless the Parties mutually agree otherwise.

1.3 In addition to the above annual meeting, the Parties agree to meet administratively, as approved through their respective management structures, for the purpose of carrying out the intent of this MOA and otherwise developing projects, activities, and procedures that will implement collaboration. For purposes of this MOA, an "administrative meeting" means a meeting between management staff or other staff as deemed appropriate for the subject matter from all Parties, exclusive of the governing boards or political appointees of either Party.

2. Protection and Exercise of the CTUIR's Treaty-Reserved Rights

2.1 The Parties agree to address ongoing protection and exercise of Treaty-reserved rights and cultural resources through consultation meetings and follow the *Napiutkwit* Ground Disturbing Protocols, attached hereto at Exhibit 2. Meetings will be held bi-annually, and as needed, to provide updates, share information, and receive input on the Reconveyed Land, with a particular focus on any land modifications or land use changes being considered and any potential actions that could impact CTUIR's Treaty-reserved rights and/or cultural resources.

2.2 The Municipalities agree, in developing management decisions regarding the Reconveyed Lands, to take into account the ability of the CTUIR to access such lands for the purpose of exercising its Treaty-reserved rights, and to pursue mutually agreeable solutions to maintain and provide the CTUIR access to the Reconveyed Lands to the greatest extent possible. The Municipalities shall give CTUIR reasonable advance written notice of any temporary restriction or suspension of access to the Easement Areas, except that in the event of an emergency, the Municipalities may temporarily restrict or suspend access to the Easement Areas without notice to CTUIR provided that the applicable Municipality uses commercially reasonable efforts to provide notice appropriate under the circumstances, which shall include without limitation e-mail or website posting, and in any event subsequently notifies CTUIR as soon as reasonably practicable thereafter. The Municipalities shall use commercially reasonable efforts to minimize the duration of any temporary restriction or suspension of access.

3. Protection and Management of Cultural and Natural Resources

3.1 Reconveyed Lands will be managed in a manner consistent with current and future land use designations, with applicable federal, state, and local laws, and with the conditions of a cultural resources clearance process that follows a process similar to the National Historic Preservation Act ("NHPA") Section 106.

3.2 The Municipalities commit that for any action taken that may trigger a State Environmental Policy Act ("SEPA") review on the Reconveyed Lands, they will consult with the CTUIR early and before initiating a SEPA application, and include an analysis of any potential impacts to Treaty rights and cultural and natural resources.

3.2.1 The Municipalities will provide notice to the CTUIR of SEPA applications by including the CTUIR on the Municipalities' permit notification distribution list. Further, should the CTUIR choose to make comments, the Municipalities will take into consideration the CTUIR's comments, and agree to give great weight to comments related to the perceived impacts that an action might have on the CTUIR's traditional hunting, fishing, and gathering grounds, cultural and natural resources, and ancestral remains.

3.3 Develop a long-term strategy and management plan to protect and preserve cultural and natural resources for the Reconveyed Lands.

3.3.1 The Parties will develop a strategy and management plan within one (1) year of land Reconveyance. Shoreline lands will have a management approach that takes into consideration recreation, all cultural and natural resources – fish, wildlife, native plants and medicines, archaeological sites, historic properties of religious and cultural significance – and will comply with state laws and the CTUIR's Treaty-reserved rights. The plan will also include access locations to Treaty fishing and gathering areas.

3.3.2 The Parties will work together to obtain funding for restoration and habitat enhancement projects.

4. Tribal History and Interpretation

4.1 The CTUIR will work with the Municipalities to create a stronger presence of CTUIR history in the Tri-Cities area through collaboration on interpretation projects, public education and outreach events and activities.

4.2 The Parties will work together to obtain funding for these projects and activities.

5. Economic Development including Tourism, Recreational and Community Development

5.1 The Parties recognize that each Party maintains interest in the land development process and possess the ability to influence the land development process. With this MOA, the Parties agree to cooperate, to the extent feasible, to encourage economic development opportunities and pursue projects for recreation and for the protection and enhancement of natural and cultural resources which are compatible with the CTUIR's Treaty-reserved rights.

5.2 The Parties will review and coordinate on projects and activities that the Parties have interest in potentially developing jointly.

5.3 Such projects and activities may include development of property, including planning, land acquisitions, land transfers, and facilities development and construction, and/or development of services and infrastructure necessary to service economic development and recreation properties in which the Parties have an interest.

6. Necessary Documents. The Parties agree to negotiate and execute such other agreements that may, from time to time, become necessary to carry out in furtherance of the purposes of this MOA, including, but not limited to: Cultural Practices Easements substantially similar in form to

Exhibit 3; and any other documents necessary for compliance with the laws, ordinances, rules, and regulations of any applicable governmental authorities.

7. Dispute Resolution Procedures

7.1 Application. The Parties agree and intend that this dispute resolution procedure apply to this MOA and any agreement arising from or related to this MOA (a “Related Agreement”).

7.2 Informal Dispute Resolution. A Party claiming a dispute shall give the other Party written notice within thirty (30) days of the notifying Party’s actual knowledge of the act, event, or omission giving rise to the dispute. At a minimum, the Parties shall hold at least one informal, face-to-face meeting within thirty (30) days after notice to attempt to resolve the dispute. All reasonable requests for information made by one Party to the other shall be honored. If the Parties are unable to resolve a dispute through informal negotiations, the Parties agree to pursue mediation as detailed below.

7.3 Mediation. If the Parties are unable to resolve a dispute through informal negotiations, they shall pursue mediation using a neutral mediator unanimously selected by the Parties. Any request for mediation must be made within fifteen (15) days after notice by a Party that the informal meetings did not resolve the dispute. The Parties will select a mediator within thirty (30) days after the request for mediation. The mediator shall mediate the dispute during the next sixty (60) days after its selection.

7.4 Binding Arbitration. If the Parties are unable to resolve a dispute through mediation, either Party may refer the dispute to binding arbitration within fifteen (15) days after the date the referring Party determines that mediation has failed. Binding arbitration shall be the sole legally binding forum available to the Parties for resolution of a dispute hereunder. The arbitration shall be conducted in the State of Washington or such other location as the parties may mutually agree, administered by the American Arbitration Association (“AAA”) before an arbitration panel consisting of three (3) arbitrators (one (1) arbitrator to be selected by each Party and one (1) neutral arbitrator to be appointed by the arbitrators selected by each Party no more than twenty (20) days following the Parties’ selections of arbitrators). If a Party fails to designate an arbitrator within twenty (20) days of the initiating Party’s notice, the AAA shall appoint such arbitrator. The decision or award of the arbitrator shall be final and binding on both Parties. The arbitrators shall have the authority to order such discovery and production of documents, and to make such orders for interim relief, including injunctive relief, as they may deem just and equitable. The arbitrators shall make a determination regarding which Party’s legal position in any dispute is the more substantially correct (the “Prevailing Party”). Notwithstanding the foregoing, the arbitrators shall be empowered only to interpret and apply the terms of this MOA and any Related Agreement, and shall not be empowered to revise or amend any provision of this MOA or any Related Agreement, or to make a decision based on any such revision or amendment. Any legal action necessary to enforce the arbitrators’ final decision shall be in a court of competent jurisdiction in Eastern Washington.

7.5 Confidentiality. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, except as required under the Washington Public Records Act, [Chapter 42.56 RCW](#) as applicable to each Municipality.

7.6 Timing. Any of the time periods anticipated in this Section may be reasonably extended or shortened by agreement of the Parties, or as necessary to conform to the procedure of an agency or court with jurisdiction over the dispute.

7.7 Costs. Unless otherwise agreed among the Parties, each Party shall bear its costs for its own participation in dispute resolution.

7.8 Applicable Law. Washington State law shall govern this MOA.

8. Limited Waiver of Sovereign Immunity. CTUIR hereby expressly and irrevocably grants to the Local Municipalities a limited waiver of sovereign immunity for the sole purpose of resolving any dispute arising from this MOA and any other document or agreement executed pursuant to this MOA, including any Cultural Practices Easement. The CTUIR expressly and irrevocably agrees and consents to the above described choice of law and dispute resolution provisions, including consenting to Washington state court jurisdiction to enforce the arbitrators' decision in connection with dispute resolution arising directly from this MOA. The CTUIR's waiver of sovereign immunity is expressly limited to claims for specific performance of the CTUIR's obligations under this MOA or any other agreement executed pursuant thereto, and shall not extend to any claim for monetary damages. CTUIR hereby expressly and irrevocably waives any application of the exhaustion of tribal remedies or abstention doctrine and any other law, rule, regulation, or interpretation that might otherwise require, as a matter of law or comity, that resolution of any dispute be heard first in a tribal court or any other tribal dispute resolution process, or that an arbitration award be naturalized in a tribal forum prior to enforcement in a court in the state of Washington. CTUIR certifies that it has duly executed a Resolution authorizing this limited waiver of sovereign immunity, attached hereto as Exhibit 4.

9. Assumption of Risk. No representation, express or implied, respecting any matter or thing relating to this MOA, including, without limitation, the condition of the Reconveyed Lands, the Easement Areas, the safety, security, or suitability regarding the actual or intended use thereof by CTUIR or any Member, has been made to CTUIR, any Member, person or entity by or on behalf of any Municipality other than as may be expressly contained herein. CTUIR acknowledges that portions of the Reconveyed Lands and the Easement Areas are located within or adjacent to the channel of the Columbia River and/or the Yakima River which creates potential exposure to hazardous conditions including, but not limited to: high or fast water events or conditions; activities of third parties; and unpredictable events such as weather, snow melt, unusual runoff, debris, and the like. Any easement or agreement is granted by any of the Municipalities and accepted by CTUIR on behalf of itself and its members without warranty or covenant of title or quiet enjoyment. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED BY GRANTOR, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, OR THAT THE SUBJECT ACQUIRED PROPERTY OR ANY PORTION THEREOF IS SAFE OR SUITABLE FOR THE ACTUAL OR INTENDED PURPOSES OF ANY GRANTEE OR ANY

MEMBER. GRANTOR MAKES NO, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY, WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO, CONCERNING, OR WITH RESPECT TO THE CONDITION OF THE SUBJECT ACQUIRED PROPERTY OR ANY PORTION THEREOF.

10. Severability. If any provision of this MOA is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this MOA shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon any such determination, the Parties shall negotiate in good faith to modify this MOA to effectuate their original intent as closely as possible in an acceptable manner so that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this MOA, the invalidation of any provision herein relating to the Parties' remedies shall not be interpreted to prevent an injured Party from seeking actual damages.

11. Amendments. No amendment to this MOA shall be effective unless set forth in writing and executed by all Parties.

12. No Third Party Beneficiaries. Nothing in this MOA, express or implied, is intended to confer on any person other than the Parties and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this MOA.

13. Term. This MOA will take effect immediately upon mutual execution by the Parties and continue in perpetuity or until such date as mutually agreed by the Parties pursuant to the Termination and Dissolution Provisions below.

14. Termination. This MOA may be terminated by mutual written agreement of the Parties. Any Party desiring to terminate this MOA by mutual termination must provide written notice to the other Party, at the address provided in this Agreement or as updated from time to time. Within thirty (30) days of such written notice, the Parties shall meet in good faith to determine if the Agreement may be mutually terminated and develop a transition plan.

15. Notice. Any notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the party to be notified at the address set forth below. Each notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (i) if sent by United States mail with proper first class postage prepaid, five (5) business days following the date of the postmark on the envelope in which such notice was deposited in the United States mail, as the case might be; (ii) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next business day after the same is delivered by the sending party to such carrier; (iii) if sent by fax or electronic mail and if concurrently with the transmittal of such fax or electronic mail the sending party confirms with the receiving party at the phone number set forth above that such fax or electronic mail has been received; or (iv) if delivered in person, upon receipt by the receiving party. If notice is delivered by more than one method described above, notice shall be deemed to have been validly served, given or delivered upon the

earliest effective delivery.

To Confederated Tribes of the Umatilla Indian Reservation: Confederated Tribes of the Umatilla Indian Reservation

Address: _____

Phone: _____

Email: _____

To Benton County: Benton County

Address: _____

Phone: _____

Email: _____

To City of Kennewick: City of Kennewick

Address: _____

Phone: _____

Email: _____

To City of Pasco: City of Pasco

Address: _____

Phone: _____

Email: _____

To City of Richland: City of Richland

Address: _____

Phone: _____

Email: _____

To Franklin County: Franklin County

Address: _____

Phone: _____

Email: _____

To Port of Pasco: Port of Pasco

Address: _____

Phone: _____

Email: _____

[Signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement on the ____ day of _____, 202_.

**FOR: CONFEDERATED TRIBES
OF THE UMATILLA INDIAN
RESERVATION**

FOR: XXX

N. KATHRYN BRIGHAM, Chair
Board of Trustees

XXX

Exhibit 1
Reconveyed Lands

Exhibit 2
Ground Disturbing Protocols

Exhibit 3
Cultural Practices Easement

Exhibit 4
Tribal Council Resolution

EXHIBIT 2
NAPÚUTKWIT GROUND DISTURBING PROTOCOLS

The *Napúutkwit* Ground Disturbing Protocols will be overseen by the *Napúutkwit* Committee, which shall consist of representatives from the Confederated Tribes of the Umatilla Indian Reservation's ("CTUIR") Cultural Resources Protection Program ("CRPP").¹ The *Napúutkwit* Committee will meet once a month, or as needed, with a designated representative from the Tri-City Development Council ("TRIDEC") and the Municipalities, as the Reconveyed Lands are proposed to be developed, improved, or otherwise involve ground disturbance work. The purpose of the meeting will be to discuss ground disturbing activities and coordinate how to best comply with the cultural resource protection procedures below. It is noted the land has been transferred with the intent of development, recreation and conservation. It is not the intent of the *Napúutkwit* Committee to hold up development projects. The only interest of the *Napúutkwit* Committee is to ensure the protection of cultural resources through identification, evaluation and/or relocation.

Unless otherwise defined here, all defined terms shall have the meaning set forth in the Memorandum of Agreement dated XX.

The land owners are responsible for funding compliance with the protocol.

1. Project Location Planning. Prior to the selection of potential locations, the Municipalities shall consider the likelihood of the project impacting burial sites and cultural resources that may be within or adjacent to the proposed project's area of potential effect. Methods to be involved in making this assessment may include but not be limited to literature reviews, oral history reviews, archaeological survey and/or testing, and remote sensing as recommended and agreed upon by the *Napúutkwit* Committee.

2. Selected Project Location. Once a preferred project location (area of potential effect) has been chosen, the *Napúutkwit* Committee shall agree upon the appropriate level of cultural resource investigation to be conducted. Methods to be involved in this assessment may include but not be limited to literature reviews, archaeological survey and/or testing, monitoring, and/or remote sensing investigation.

2.1 Any cultural resources work required must comply with applicable professional standards. All contractors shall comply with the United States Department of the Interior professional qualification standards found at 36 C.F.R. Part 61.

2.2 The associated cultural resource report must be sent to the CTUIR and the Washington Department of Archaeology and Historic Preservation ("DAHP") for review. The CTUIR shall review and either concur or not concur with the findings of the report within thirty (30) days.

2.2.1 Clearance shall be granted by the DAHP if one of the following conditions is satisfied:

A. The action has no potential to cause an effect to cultural resources;

¹ **Napúutkwit* means legacy, inheritance, and things that are: taught, cherished, heirloom, teachings, guidance.

- B. The action has no effect to cultural resources;
- C. The action will have no adverse effect to cultural resources; or
- D. The action will have an adverse effect to cultural resources; then one of the following actions will be taken:

- 1. Avoid the impact to cultural resources;
- 2. Minimize the effects of the project to the cultural resource; or
- 3. Mitigate through the development of a data recovery plan, as approved by the CRPP to include relocation of the cultural material to resolve those effects.

2.3 If items suspected to be cultural resources are observed, all activities occurring within 100 feet of the discovery must cease in order to protect the integrity of such resources. Reasonable steps shall be taken to secure the area. No cultural resources will be further disturbed or transported from its original location, unless approved by the CTUIR & DAHP.

The land owner must contact CTUIR to determine the next steps. These may include, but shall not be limited to, documentation, avoidance, excavation, determining site eligibility, or no additional work needed. Activities in the area of the find may resume only after receipt of written approval from the DAHP.

2.4 Exempted Notifications. If a project does not include direct federal funding, federal ownership, or when permitting would otherwise require compliance with the National Historic Preservation Act or within a documented cultural resources site, the following notifications are not necessary where subsurface disturbance is at a depth greater than six (6) inches below sod level, and where development or construction occurs within [0 or 250] to 1,320 linear feet of the mean high water levels of the Columbia River for:

- 2.4.1 Colocation of utilities in existing utility trenches;
- 2.4.2 Maintenance within existing irrigation trenches and canals;
- 2.4.3 Excavation to access existing utility vaults;
- 2.4.4 Maintenance or replacement of existing roadway, curb, gutter prism, sidewalk and paved trails with no disturbance of native soil;
- 2.4.5 Replacement of existing landscaping within existing location within developed parks and right-of-way;
- 2.4.6 Stump grinding; or
- 2.4.7 Notification of the exact same project was provided to the CTUIR within the prior five years.

2.5 Inadvertent discoveries are subject to the Inadvertent Discovery Field Protocols in the next Section (below).

2.6 Projects will be subject to archaeological consultant fees based on clearance work required.

2.7 For projects meeting the definition of a federal undertaking as defined by 36 CFR 800.16, the National Historic Preservation Act Section 106 process will be followed.

INADVERTENT DISCOVERY FIELD PROTOCOLS

Revised Code of Washington (RCW) 27.53.010, “declared that the public has an interest in the conservation, preservation, and protection of the state’s archaeological resources, and the knowledge to be derived and gained from the scientific study of these resources,” and RCW 27.53.060 requires a permit to disturb any “historic or prehistoric archaeological resource or site.” Prehistoric resources are not defined in state law but are addressed under RCW 27.53.040, which declares archaeological resources to be “all sites, objects, structures, artifacts, implements, and locations of prehistorical or archaeological interest, whether previously recorded or still unrecognized, including, but not limited to, those pertaining to prehistoric and historic American Indian or aboriginal burials, campsites, dwellings, and habitation sites...” Historic archaeological resources are defined by RCW 27.53.030 as “historic properties which are listed in or eligible for listing in the Washington state register of historic places (RCW 27.34.220) or the national register of historic places as defined in the national historic preservation act of 1996.” Finally, RCW 27.44 details the procedures for the identification and protection of human remains, which include burial sites, cairns, artifacts associated with cairns or graves, glyptic markings, and historic graves.

3. Procedures for the Inadvertent Discovery of Archaeological Materials

3.1 If any member of the construction work force or the archaeological monitor, if present, believes they have identified archaeological material in any portion of the project area, all work adjacent to the discovery will stop and the construction supervisor, CTUIR-CRPP, and the applicable Municipality will be notified. Archaeological material could include, but is not limited to: non-human bone, an arrowhead, stone flakes (chips), burned rocks, areas of stained or burned earth, stacked rocks, foundations or other historic-period features, and clusters of bottles or other glass, ceramics, or metal cans. Should human remains or related items be identified, the procedures outlined in Section B of these Inadvertent Discovery Field Protocols shall be followed.

3.2 The construction supervisor or the archaeological monitor, if present, will secure and protect the find from damage or removal. An archaeological monitor or archaeologist will determine if the discovery is an archaeological resource protected under state law; depending on the nature of the find, if only a monitor is present, they may need to consult with a qualified archaeologist to make this determination. If it is determined that discovery is not an archaeological resource protected under state law, work will be allowed to resume in the area. If the discovery is determined to be a protected archaeological resource, the immediate vicinity of the find should be protected by flagging or fencing. No vehicles or construction equipment will be allowed to drive over or through the area, and no other project activities will take place in the area that has the potential to affect the resource. No new ground disturbance should be carried out within 100 feet of the find.

3.3 Either the Municipality or the archaeologist will notify DAHP and the CTUIR-CRPP of the find. The project representative for the Municipality, DAHP, and CTUIR will coordinate on how and when to move forward. Depending on the nature of the find, potential outcomes of the coordination may include:

3.3.1 Documentation of the find and continuation of construction activities under observation of an archaeological monitor (generally for small finds of historic-period artifacts [fewer than 10 artifacts] in disturbed contexts only);

3.3.2 Avoidance of the archaeological resource through alteration of the construction technique, approach, or location;

3.3.3 Evaluation of the archaeological resource (potentially including excavation under a DAHP excavation permit) to determine the nature, significance, and potential effects to the resource; or

3.3.4 Treatment measures to minimize or mitigate adverse impacts.

4. Procedures for the Inadvertent Discovery of Human Remains

This document follows DAHP's recommended standard language for the inadvertent discovery of human remains (<https://dahp.wa.gov/recommended-inadvertent-human-remains-discovery-language>).

4.1 If ground-disturbing activities encounter human skeletal remains during the course of construction, then all activity will cease that may cause further disturbance to those remains. The area of the find will be secured and protected from further disturbance until DAHP provides notice to proceed. The project representative for the Municipality and CTUIR-CRPP will be immediately notified.

4.2 The finding of human skeletal remains will be reported to the applicable County Coroner and local law enforcement in the most expeditious manner possible. The remains **will not** be touched, moved, or further disturbed. The applicable County Coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic.

4.3 If the applicable County Coroner determines the remains are non-forensic, then they will report that finding to DAHP who will then take jurisdiction over the remains. DAHP will notify any appropriate cemeteries and all affected tribes of the find.

4.4 The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected Tribes. DAHP will then handle all coordination with the affected parties as to the future preservation, excavation, and disposition of the remains.

4.5 If the applicable County Coroner determines the remains are forensic, they retain jurisdiction over the remains.

5. Contact List

Organization	Name	Phone	Email
City of Kennewick			
City of Pasco			
City of Richland			
Benton County			
Franklin County			
Port of Pasco			
DAHP	Sydney Hanson, Local Government Archaeologist	360-280-7563	sydney.hanson@dahp.wa.gov
	Guy Tasa, State Physical Anthropologist	360-790-1633	guy.tasa@dahp.wa.gov
CTUIR	Teara Farrow Ferman, Cultural Resources Protection Program Manager	541-429-7230	tearafarrowferman@ctuir.org
	Ashley Morton, Archaeologist II	541-429-7214	ashleymorton@ctuir.org
Benton County Coroner	William Leach, Coroner	509-736-2720	william.leach@co.benton.wa.us
Franklin County Coroner	Curtis McGary, Coroner	509-546-5885	cmcgary@franklincountywa.gov

After Recording Please Return To:

[INSERT MUNICIPAL ENTITY NAME]

Attn: _____

Address No.1

Address No.2

Forward All Tax Statements To:

No Change

(Space above this line for Recorder's use.)

PERPETUAL CULTURAL PRACTICES EASEMENT

[INSERT MUNICIPAL ENTITY NAME], a Washington State municipal entity (“Grantor”), hereby grants and conveys to each of the **CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION** (“Yakama Nation”), a federally recognized Indian tribe, and the **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION** (“CTUIR”) a federally recognized Indian tribe (each tribe a “Grantee” and collectively the “Grantees”), a Cultural Practices Easement (“Easement”) upon and across the property described herein, subject to and conditioned upon the terms and conditions contained herein. Grantor and each Grantee separately shall be referred to herein as a “Party”, and Grantor and Grantees together shall be referred to as the “Parties”. Unless otherwise defined herein, all defined terms shall have the meaning set forth in the Memorandum of Agreement dated XX.

RECITALS

WHEREAS, Grantor will acquire or has already acquired certain property in ***[INSERT CITY NAME]***, Washington (the “Reconveyed Lands”), Assessor Parcel No(s). ***[INSERT PARCEL NUMBER(S)]*** in ***[INSERT COUNTY NAME]***, Washington, as further in described in that certain Deed recorded ***[INSERT DEED DATE, VOL. PAGE, ETC.]***, in the Official Records of ***[INSERT COUNTY NAME]***, County. The Reconveyed Lands are further described on the attached *Exhibit “A”* and graphically depicted on the attached *Exhibit “A-1”*.

WHEREAS, Grantees have treaty-reserved rights and cultural interests, as defined in Section 3.1 of this Easement (the “Cultural Practices”) on the Reconveyed Lands.

WHEREAS, Grantor desires to preserve, protect, and promote Grantees’ treaty-reserved rights and cultural interests.

WHEREAS, Grantors have agreed to grant the Easement across certain areas of the Reconveyed Lands, as described in *Exhibit “B”* (the “Easement Area”) and graphically depicted in *Exhibit “B-*

I”, to accommodate Grantees treaty-reserved rights, subject to the terms and conditions set forth herein and in furtherance of the Memorandums of Agreement dated XXXXX and XXXXX (“MOAs”) and Columbia River Shoreline Reconveyance.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties each agree as follows:

TERMS, CONDITIONS, AND COVENANTS

1. Term. The term of this Easement shall be perpetual and non-revocable, except as provided otherwise under this Easement.

1.1 **Effective Date.** The effective date of this Easement shall be the date the fully executed Easement is recorded in *[INSERT COUNTY NAME]* by Grantor.

2. Purpose and Effect of Easement. This Easement is intended to provide each Grantee with access to and use of the Easement Area (identified in Section 3 below) to facilitate Grantees’ exercise of their treaty-reserved rights without encumbrance or restriction, except as otherwise provided herein.

2.1 **Tribal Rights.** Nothing in this Easement is intended to nor shall it create, abrogate, diminish, waive, or otherwise alter any right or immunity of any Grantee, including but not limited to, any rights reserved or established by or in any treaty, executive order, statute, rule, caselaw, common law or otherwise, except as otherwise provided in the MOA. Further, nothing in this Easement is intended to nor shall it create, expand, abrogate, diminish, waive, or otherwise alter the responsibilities of the United States toward any Grantee under any federal treaty, executive order, statute, or otherwise.

3. Grantee’s Use of Easement Area. Each Grantee shall have the right to enter upon the Easement Area for the limited purpose of exercising the Cultural Practices hereto and for no other use or purpose.

3.1 The Cultural Practices include the non-exclusive access to and use of the Easement Area for the following uses and purposes and for no other: (1) *[reserved]*; (2) *[reserved]*; (3) *[reserved]*; and (4) *[reserved]*.

3.2 No other rights, uses, development, or construction, other than as outlined above in this Section are authorized within the Easement Area.

3.3 **Access.** For each Grantee and its Members, access under this Easement is expressly and strictly limited to the Easement Area for the purposes herein described. Such access also includes ingress or egress across, over, under or through any other adjacent real property of Grantor as may be necessary to access the Easement Area. Such access through adjacent real property is intended to be through public roadways, sidewalks, paths, parking lots, or other common means of accessing property.

3.4 **Grantee’s Acceptance of Easement Area.** Each Grantee, on behalf of itself and its Members, accepts the Acquired Property and the Easement Area “*AS IS*” in the

condition existing as such of Grantee's execution hereof with no improvement, alteration, remediation, or other work required to be performed by Grantor. Grantor is not obligated to provide any utility service to any Grantee, any Member, or the Easement Area for the benefit of anyone other than Grantor.

3.5 Assumption of Risk. Each Grantee, for itself and for its Members, acknowledges the Assumption of Risk provision described in the MOAs.

3.6 Exercise of Grantee's Rights. The rights granted by the Grantor herein are of equal priority as among the Grantees.

3.7 Members. The rights granted each Grantee hereunder shall extend to the members of such Grantee ("Members"). Grantees shall be solely responsible for determining who constitutes their Members at their sole discretion, but each Grantee remains solely responsible for regulating the conduct of its Members solely related to this Easement. Each Grantee and its Members shall, in each instance, promptly take such actions as are necessary and appropriate to promptly and strictly abide by the terms and conditions of this Easement. However, damages caused by Grantee's individual Members will be accountable to the Grantor through the individual Member responsible, and any damages or remedies requested by the Grantor in that instance shall be against said Member directly in an appropriate forum.

4. Grantor's Use. Grantor shall have and retain the right to access and use the Easement Area for all purposes, including the right of Grantor to grant to third parties any such rights to use the Easement Area. Grantor's use of the Easement Area shall not be inconsistent with the purposes described in [the enabling federal legislative language]. No right of Grantor shall lapse or be waived in the event Grantor fails to use the Easement Area, or any portion thereof, on a continuous basis. The Parties agree that the Dispute Resolution provisions in the MOAs will be used to resolve any disputes regarding access and use of the Easement Area.

4.1 Grantor's Right to Restrict or Suspend Access. Grantor reserves the right, without liability to any person or entity, to temporarily restrict or suspend access to the Easement Area as Grantor deems reasonably necessary to protect life and property, or to address safety and security concerns related to the Acquired Property, as further described in the MOAs.

4.2 Retained Property Interests. No Grantee, Member, or any other person shall, by this Easement, prior conduct, the passage of time, or any other basis, obtain any right, title or interest in any of the real property interests of Grantor, save and except for those rights specifically granted by this Easement.

5. Amendments. No amendment to this Easement shall be effective unless set forth in writing and executed by Grantor and Grantees.

6. Priority. Any rights granted by Grantor to Grantee under this Easement take precedence over future interests, if any, affecting the Reconveyed Lands and/or Easement

Area (recorded or unrecorded), that are established anytime time after Grantor's acquisition of the Reconveyed Lands to the extent that such rights conflict with this Easement.

7. Fees & Expenses. Grantees shall have no obligation to pay for maintenance or operation costs, administrative fees, or taxes associated with the Reconveyed Lands. Notwithstanding, each respective Grantee shall bear the entire cost and expense incurred with respect to the activities of such Grantee and those of its Members on or associated with the Easement Area. Grantor shall have no obligation to reimburse or otherwise pay any Grantee or other person for any assistance, participation, cooperation or any other activities pursuant to or associated with this Easement.

8. Default. Time is of the essence with respect to every term, condition, obligation, and provision contained in this Easement. Each Grantee and its Members shall strictly perform and comply with all terms, conditions, and provisions set forth in this Easement in a timely manner, and each Grantee agrees to promptly notify Grantor in writing upon learning of the occurrence of any event which constitutes a breach of any obligation under this Easement. Grantor shall only be deemed to be in default under the terms of this Easement in the event Grantor shall fail to observe, keep or perform any covenant or agreement that is not observed, kept or performed by Grantor within thirty (30) calendar days after the receipt by Grantor of written notice from a Grantee of such failure, which notice shall specifically set out the failure and any alleged damages accruing therefrom. Grantor shall not be considered in default so long as Grantor commences to cure the failure in a diligent manner and Grantor shall thereafter be allowed such additional time as reasonably necessary to correct the failure. Default by Grantor as to any Grantee shall not constitute a default as to any other Grantee unless and until such other Grantee complies with this Section.

9. Remedies. Notwithstanding anything to the contrary contained herein, Grantor and each Grantee shall have the right to enforce this Easement by any legal or equitable proceedings available under applicable law, in accordance with the MOAs.

10. Dispute Resolution Procedures. The Parties agree to incorporate by reference the dispute resolution procedures agreed to in the MOAs.

11. Governing Law, Jurisdiction and Venue. The Parties agree to incorporate by reference those provisions regarding governing law, jurisdiction, and venue agreed to in the MOAs.

12. Limited Waiver of Sovereign Immunity. The Parties agree to incorporate by reference the limited waiver of sovereign immunity granted in the MOAs. The Grantees hereby ratify and confirm that the limited waiver of sovereign immunity is still in effect and that no Grantee has acted to rescind the limited waiver.

13. Failure to Perform Due to Force Majeure. Grantor shall not be liable to any Grantee for breach of this Easement as a result of or failure to perform or for delay in performance of any provision of this Easement if such performance is delayed or prevented by force majeure. The term "force majeure" means any cause reasonably beyond Grantor's commercially reasonable control, whether of the kind specifically enumerated or otherwise, whether

unforeseen, foreseen, foreseeable, or unforeseeable, and regardless of the fault or negligence of Grantor. Force majeure may include, but is not limited to, natural events; labor or civil disruption; governmental or quasi-governmental orders, restraints, expropriation or delays; orders of any court, authority, or agency having jurisdiction over Grantor's actions; delay in issuance of any required approval, permit or license; or commercially unreasonable cost or risk to Grantor. Grantor shall notify the Grantees in writing within ten (10) business days, or otherwise as soon as reasonably practicable, after Grantor determines that an event constitutes force majeure. Such notice shall identify the event causing the delay or anticipated delay, estimate the anticipated length of delay, state the measures taken or to be taken to minimize the delay, and estimate the timetable for implementation of the measures. Grantor shall employ commercially reasonable efforts to promptly resume performance of Grantor's obligations pursuant to this Easement and, when able, to resume performance of its obligations.

14. Notice. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Easement to be served on or received by any Party to the other shall be in writing (including via email).

14.1 **Notice to Grantor.** Notice to Grantor shall be delivered to such Grantee by email (and copied by US Mail) at the contact address(es) set forth in the MOAs.:

14.2 **Notice to Grantee.** Notices to any Grantee shall be delivered to such Grantee by email (and copied by US Mail) at the contact address(es) set forth in the MOAs.

15. Waiver. Except as otherwise expressly agreed to in this Easement or the MOAs, neither Grantor nor Grantees shall be deemed to have waived any rights under this Easement unless and until such waiver is given in writing and signed by Grantor or Grantee.

16. Transfer, Conveyance, and Assignment. All rights and obligations of the Grantor under this Easement shall be binding on Grantor's successors and assigns. Any conveyance or transfer of Grantor's rights of ownership of the Acquired Property, whether voluntarily or by operation of law, shall transfer each and all of Grantor's rights and obligations under this agreement. No Grantee, either voluntarily or by operation of law, may transfer or assign all or any part of its rights hereunder in any fashion, license, or sublet the Easement Area or any portion thereof, or encumber or pledge all or any portion of this Easement or any rights hereunder.

17. Miscellaneous Provisions.

17.1 This Easement shall not be construed for or against any party by reason of its authorship or alleged authorship.

17.2 **Partnership.** This Easement shall not be deemed or construed to create or establish any relationship of partnership or joint venture or similar relationship or arrangement between Grantor and any Grantee or Member.

17.3 **Counterparts.** This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall

be equally admissible in evidence, and each original shall fully bind each party who has executed it.

17.4 Severability. The provisions of this Easement are severable, and if one or more provisions are determined to be unenforceable, in full or in part, by a court of competent jurisdiction, the validity of the remaining provisions, including any partially unenforceable provisions, to the extent enforceable, shall not be affected in any respect whatsoever. Grantor, exclusively, shall record this Easement.

17.5 Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitute the entire and exclusive agreement between each Grantee and Grantor relative to the Easement. This Easement is made on the understanding that each term is in consideration and support of every other term, and each term is a necessary part of the entire agreement.

17.6 The terms of this Easement shall constitute covenants running with the land and shall bind the Easement Area described herein and be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. The Easement is an in-gross easement and is not appurtenant to any particular property of any Grantee.

IN WITNESS WHEREOF, Grantor has caused this Easement to be executed effective as of the ___ day of _____, 20__.

[SIGNATURE PAGES & NOTARY ACKNOWLEDGMENTS TO FOLLOW]

GRANTOR:

[INSERT MUNICIPAL ENTITY NAME],

a Washington State municipal entity

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

) ss.

County of _____)

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ as the _____ and authorized representative of ***[INSERT MUNICIPAL ENTITY NAME]***, a Washington State municipal entity (“Grantor”) who personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for

My Commission Expires:

IN WITNESS WHEREOF, the undersigned Grantee has caused this Easement to be executed this ____ day of _____, 202__.

GRANTEE:

CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

County of _____)

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____ as the _____ and authorized representative of **CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION** (“Grantee”) who personally appeared before me and acknowledged the foregoing instrument to be his or her voluntary act and deed.

Notary Public for

My Commission Expires:

IN WITNESS WHEREOF, the undersigned Grantee has caused this Easement to be executed this ____ day of _____, 202__.

GRANTEE:

CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

By: _____

Name: _____

Title: _____

STATE OF _____)

) ss.

County of _____)

This instrument was acknowledged before me on the ____ day of _____, 202__, by _____ as the _____ and authorized representative of **CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION** (“Grantee”) who personally appeared before me and acknowledged the foregoing instrument to be his or her voluntary act and deed.

Notary Public for


My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF RECONVEYED LANDS

EXHIBIT "A-1"
MAP OF RECONVEYED LANDS

EXHIBIT "B"
LEGAL DESCRIPTION OF EASEMENT AREA

**EXHIBIT B-1
MAP OF EASEMENT AREA**

Council Agenda Coversheet	Item Number: 2. Date: 1/13/2026	Category:
	Item Type: Presentation Subject: Discussion: Council's 2026 & 2027 Board and Committee Assignments Department: City Manager	
<p>Summary</p> <p>This workshop item provides Council with an opportunity to discuss and reach consensus on board and commission assignments for the 2026/2027 term.</p> <p>Council members serve as liaisons to various boards and commissions throughout the city. These assignments are typically reviewed and updated annually to ensure continuity and allow for member preferences.</p> <p>During this workshop session, Council will discuss assignment preferences for each board and commission, including who will be the primary and the alternate representative.</p> <p>The intent of this discussion is to reach consensus on the assignments through collaborative dialogue. No formal action will be taken during the workshop.</p> <p>Following consensus at the workshop, staff will prepare the list for adoption to be placed on the consent agenda at the next regular Council meeting for formal adoption.</p> <p>Attached are the requested assignments provided by each Council member.</p>		
<p>Attachments:</p> <p>1. Draft Assignments</p>		

2025 BOARDS & COMMISSION ASSIGNMENT

Board/Commission & Committee	Meeting Time & Location	Crawford	Torelli	Trumbo	Millbauer	Beauchamp	Anderson	McShane	Board Contact
Benton Franklin Transit Board	Monthly, 2 nd Tues. @6pm. BF Transit Bldg			A		X			Ed Frost: 222.9080
Benton County Clean Air Authority	Monthly, 4 th Tues. @5pm. BCCAA Building (No Meetings Aug&Nov)							X	Rob Rodger: 588-7639
Benton County Law and Justice Council	Monthly, 2 nd Wed. @12pm BC Commissioners Conf. Room		A	X					Info Line: 222-2326
Benton County Mosquito Control District Board	4 th Mon. @7pm (Jan. Mar. Apr. Jun. Jul. Aug. Sept. Oct.) 4951 W. Van Giesen					X		A	Angela Beehler: 967-2414
Benton Franklin Community Action Committee	Monthly, 4 th Thur. @5:30pm 710 W. Court Street			X	A				Rosie Venzor: 546.8931
Benton Franklin Housing Continuum of Care	4 th Wed. @3pm (Jan, Apr. Jul. Oct.) 7102 W. Okanogan - Cedar Room		A		X				Deena Horton: 737.3953
Benton Franklin Council of Governments (BFCOG)	Monthly, 3 rd Fri. @10am Zoom	X		A					Michelle Holt: 943.9185 ext. 101
Joint Coliseum Advisory Committee	Monthly, 1 st Wed. @12pm TRCC Board Room		X			X		X	Corey Pearson: 737.3702
Energy Communities Alliance (ECA)	At Least Annually		A		X				Sarah Templeton: (202) 828.2400
Fireman Pension Board (Mayor Required)	Monthly, 1 st Tues. @ 12:15pm City Hall - Cascade Conference Room	X	A						Finance Department: 585.4477
Good Roads & Transportation Association	Bimonthly, 3 rd Wed. @6pm Clover Island				A		X		Noel Sanders: 730.5553
Hanford Advisory Board	Meetings TBD		X		A				Gary Younger: (509) 372.0923
Hanford Area Economic Investment Fund Committee (HAEIFC)	Monthly, 4 th Mon. @ 4pm TRIDEC Bechtel Room		X						JoEllen Peters: 845.6422
Hanford Communities Governing Board	3 rd Thurs. @9am (Mar. Jun. Sept. Dec.) Virtual Meeting		X		A				David Reeploeg: 205.1760
Historic Downtown Kennewick Board	Monthly, 4 th Mon. @5:30pm HDKP Bldg.	A						X	Stephanie Button: 582.7221
Interview Committee	As Necessary	X	X	X					Executive Assistant: 585.4238
Kennewick FOCUS	Feb. 1 st & May 9 th @ 7am KSD Admin Center - 1000 W. 4 th Ave						X	A	Patty Lord: 222.5020
LEOFF Disability Board (Mayor and Councilmember Required)	Monthly, 1 st Tues. @ 11:45am City Hall - Cascade Conference Room	X	X						Joyce Pascua: 585.4373
Lodging Tax Advisory Committee (LTAC)	As Necessary				X		A		Finance Department: 585.4477
TC National Park Committee	Monthly, 3 rd Thurs. @ 4pm TCB&VC Bechtel Room	A			X				Gretchen Guerrero: 734.8486
Solid Waste Advisory Committee (SWAC)	Quarterly (Mar.) 2 nd Wed. @ 10am BC Public Services Bldg.		X		A				Christina Woods: (509) 786.5611
Tri-Cities Development Council Exec. Board (TRIDEC)	Monthly, 4 th Thurs. @ 4pm TCB&VC	A						X	Karl Dye: 735.1000
Tri-Cities Regional Public Facilities District	Monthly, 4 th Thurs. @ 5pm TRCC Board Room			X	X				Michelle Holt: 943.9185 ext. 101
Visit Tri-Cities	Monthly, 4 th Wed. @ 7:30am TCB&VC				X		A		Gretchen Guerrero: 734.8486
Tri-Cities Regional Chamber of Commerce	Bimonthly (Even Months), 3 rd Wed. 7:30am - 9:00am Chamber Office	A						X	Lori Matson: 735.0510
Yakima Basin Integrated Plan Workgroup	Meeting TBD							X	Lori Matson: 735.0510



2026 POTENTIAL BOARDS & COMMISSION ASSIGNMENT

Board/Commission & Committee	Meeting Time & Location	McShane	Torelli	Trumbo	Millbauer	Beauchamp	Anderson	Klippert	Board Contact
Benton Franklin Transit Board	Monthly, 2 nd Thurs. @6pm. BF Transit Bldg			X		X		X	Ed Frost: 222.9080
Benton County Clean Air Authority	Monthly, 4 th Thurs. @5pm. BCCAA Building (No Meetings Aug&Nov)	X							Rob Rodger: 588-7639
Benton County Law and Justice Council	Monthly, 4 th Wed. @12pm BC Commissioners Conf. Room			X				X	Info Line: 222-2326
Benton County Mosquito Control District Board	4 th Mon. @7pm (Jan. Mar. Apr. Jun. Jul. Aug. Sept. Oct.) 4951 W. Van Giesen	X		X		X			Angela Beehler: 967-2414
Benton Franklin Community Action Committee	Monthly, 4 th Thur. @5:30pm 710 W. Court Street			X				X	Rose Venzor: 546.8931
Benton Franklin Housing Continuum of Care	4 th Wed. @3pm (Jan, Apr. Jul. Oct.) 7102 W. Okanogan - Cedar Room			X	X				Deena Horton: 737.3953
Benton Franklin Council of Governments (BFCOG)	Monthly, 3 rd Fri. @10am Zoom		X					X	Michelle Holt: 943.9185 ext. 101
Joint Coliseum Advisory Committee	Monthly, 1 st Wed. @12pm TRCC Board Room	X	X						Corey Pearson: 737.3702
Energy Communities Alliance (ECA)	At Least Annually				X				Sarah Templeton: (202) 828.2400
Fireman Pension Board (Mayor Required)	Quarterly 1 st Tues. @4:15pm (Jan. Apr. Jul. Oct.) City Hall - Cascade Conference Room	X							City Clerk: 509.585.4273
Good Roads & Transportation Association	Bimonthly, 3 rd Wed. @6pm Clover Island						X	X	Noel Sanders: 730.5553
Hanford Advisory Board	Meetings TBD		X					X	Gary Younger: (509) 372.0923
Hanford Area Economic Investment Fund Committee (HAEIFC)	Monthly, 4 th Mon. @ 4pm TRIDEC Bechtel Room		X						JoEllen Peters: 845.6422
Hanford Communities Governing Board	3 rd Thurs. @9am (Mar. Jun. Sept. Dec.) Virtual Meeting		X		X			X	David Reeploeg: 205.1760
Historic Downtown Kennewick Board	Monthly, 4 th Mon. @5:30pm HDKP Bldg.	X		X				X	Stephanie Button: 582.7221
Interview Committee	As Necessary		X	X					City Clerk: 509.585.4273
Kennewick FOCUS	Feb. 1 st & May 9 th @ 7am KSD Admin Center - 1000 W. 4 th Ave	X					X		Patty Lord: 222.5020
Disability Board (Two Councilmembers Required)	Monthly, 1st Tues. @ 4:30pm City Hall - Cascade Conference Room		X						Joyce Pascua: 585.4373
Lodging Tax Advisory Committee (LTAC)	As Necessary				X				Finance Department: 585.4477
TC National Park Committee	Monthly, 3 rd Thurs. @ 4pm TCB&VC Bechtel Room				X			X	Gretchen Guerrero: 734.8486
Solid Waste Advisory Committee (SWAC)	Quarterly (Mar.) 2 nd Wed. @ 10am BC Public Services Bldg.		X		X				Christina Woods: (509) 786.5611
Tri-Cities Development Council Exec. Board (TRIDEC)	Monthly, 4 th Thurs. @ 4pm TCB&VC	X	X					X	Karl Dye: 735.1000
Tri-Cities Regional Public Facilities District	Monthly, 4 th Thurs. @ 5pm TRCC Board Room			X					Michelle Holt: 943.9185 ext. 101
Visit Tri-Cities	Monthly, 4 th Wed. @ 7:30am TCB&VC				X		X	X	Gretchen Guerrero: 734.8486
Tri-Cities Regional Chamber of Commerce	Bimonthly (Even Months), 3 rd Wed. 7:30am - 9:00am Chamber Office	X			X			X	Lori Matson: 735.0510
Yakima Basin Integrated Plan Workgroup	Meeting TBD	X							Lori Matson: 735.0510



2026

BOARDS & COMMISSION ASSIGNMENT

Board/Commission & Committee	Meeting Time & Location	McShane	Torelli	Trumbo	Millbauer	Beauchamp	Anderson	Klippert	Board Contact
Benton Franklin Transit Board	Monthly, 2 nd Thurs. @6pm. BF Transit Bldg								Ed Frost: 222.9080
Benton County Clean Air Authority	Monthly, 4 th Thurs. @5pm. BCCAA Building (No Meetings Aug&Nov)								Rob Rodger: 588-7639
Benton County Law and Justice Council	Monthly, 4 th Wed. @12pm BC Commissioners Conf. Room								Info Line: 222-2326
Benton County Mosquito Control District Board	4 th Mon. @7pm (Jan. Mar. Apr. Jun. Jul. Aug. Sept. Oct.) 4951 W. Van Giesen								Angela Beehler: 967-2414
Benton Franklin Community Action Committee	Monthly, 4 th Thur. @5:30pm 710 W. Court Street								Rose Venzor: 546.8931
Benton Franklin Housing Continuum of Care	4 th Wed. @3pm (Jan, Apr. Jul. Oct.) 7102 W. Okanogan - Cedar Room								Deena Horton: 737.3953
Benton Franklin Council of Governments (BFCOG)	Monthly, 3 rd Fri. @10am Zoom								Michelle Holt: 943.9185 ext. 101
Joint Coliseum Advisory Committee	Monthly, 1 st Wed. @12pm TRCC Board Room								Corey Pearson: 737.3702
Energy Communities Alliance (ECA)	At Least Annually								Sarah Templeton: (202) 828.2400
Fireman Pension Board (Mayor Required)	Quarterly 1 st Tues. @4:15pm (Jan. Apr. Jul. Oct.) City Hall - Cascade Conference Room								City Clerk: 509.585.4273
Good Roads & Transportation Association	Bimonthly, 3 rd Wed. @6pm Clover Island								Noel Sanders: 730.5553
Hanford Advisory Board	Meetings TBD								Gary Younger: (509) 372.0923
Hanford Area Economic Investment Fund Committee (HAEIFC)	Monthly, 4 th Mon. @ 4pm TRIDEC Bechtel Room								JoEllen Peters: 845.6422
Hanford Communities Governing Board	3 rd Thurs. @9am (Mar. Jun. Sept. Dec.) Virtual Meeting								David Reeploeg: 205.1760
Historic Downtown Kennewick Board	Monthly, 4 th Mon. @5:30pm HDKP Bldg.								Stephanie Button: 582.7221
Interview Committee	As Necessary								City Clerk: 509.585.4273
Kennewick FOCUS	Feb. 1 st & May 9 th @ 7am KSD Admin Center - 1000 W. 4 th Ave								Patty Lord: 222.5020
Disability Board (Two Councilmembers Required)	Monthly, 1 st Tues. @ 4:30pm City Hall - Cascade Conference Room								Joyce Pascua: 585.4373
Lodging Tax Advisory Committee (LTAC)	As Necessary								Finance Department: 585.4477
TC National Park Committee	Monthly, 3 rd Thurs. @ 4pm TCB&VC Bechtel Room								Gretchen Guerrero: 734.8486
Solid Waste Advisory Committee (SWAC)	Quarterly (Mar.) 2 nd Wed. @ 10am BC Public Services Bldg.								Christina Woods: (509) 786.5611
Tri-Cities Development Council Exec. Board (TRIDEC)	Monthly, 4 th Thurs. @ 4pm TCB&VC								Karl Dye: 735.1000
Tri-Cities Regional Public Facilities District	Monthly, 4 th Thurs. @ 5pm TRCC Board Room								Michelle Holt: 943.9185 ext. 101
Visit Tri-Cities	Monthly, 4 th Wed. @ 7:30am TCB&VC								Gretchen Guerrero: 734.8486
Tri-Cities Regional Chamber of Commerce	Bimonthly (Even Months), 3 rd Wed. 7:30am - 9:00am Chamber Office								Lori Matson: 735.0510
Yakima Basin Integrated Plan Workgroup	Meeting TBD								Lori Matson: 735.0510



2026 – Potential Boards and Commissions Assignments

Mayor McShane

- Benton County Clean Air Authority
- Benton County Mosquito Control District Board
- Joint Coliseum Advisory Committee
- Fireman Pension Board *(Mayor Required)
- Historic Downtown Kennewick Board
- Kennewick FOCUS
- Tri-Cities Development Council Exec. Board (*TRIDEC*)
- Tri-Cities Regional Chamber of Commerce
- Yakima Basin Integrated Plan Workgroup

Mayor Pro Tem Torelli

- Benton Franklin Council of Governments (*BFCOG*)
- Joint Coliseum Advisory Committee
- Hanford Advisory Board
- Hanford Area Economic Investment Fund Committee
- Hanford Communities Governing Board
- Interview Committee
- Disability Board
- Solid Waste Advisory Committee
- Tri-Cities Development Council Exec. Board. (*TRIDEC*)

Councilmember Anderson

- Good Roads & Transportation Association
- Kennewick FOCUS
- Visit Tri-Cities

Councilmember Beauchamp

- Benton Franklin Transit Board
- Benton County Mosquito Control District Board

Councilmember Millbauer

- Benton Franklin Housing Continuum of Care
- Energy Communities Alliance (*ECA*)
- Hanford Communities Governing Board
- Lodging Tax Advisory Committee (*LTAC*)
- TC National Park Committee
- Solid Waste Advisory Committee (*SWAC*)
- Visit Tri-Cities
- Tri-Cities Regional Chamber of Commerce

Councilmember Trumbo

- Benton Franklin Transit Board
- Benton County Law and Justice Council
- Benton County Mosquito Control District Board
- Benton Franklin Community Action Committee
- Benton Franklin Housing Continuum of Care
- Historic Downtown Kennewick Board
- Interview Committee
- Tri-Cities Regional Public Facilities District

Councilmember Klippert

- Benton Franklin Transit Board
- Benton County Law and Justice Council
- Benton Franklin Community Action Committee
- Benton Franklin Council of Governments (*BFCOG*)
- Good Roads & Transportation Association
- Hanford Advisory Board
- Hanford Communities Governing Board
- Historic Downtown Kennewick Board
- TC National Park Committee
- Tri-Cities Development Council Exec. Board (*TRIDEC*)
- Visit Tri-Cities
- Tri-Cities Regional Chamber of Commerce

1. Benton Franklin Transit Board
 - a. Councilmember Trumbo
 - b. Councilmember Beauchamp
 - c. Councilmember Klippert
2. Benton County Clean Air Authority
 - a. Mayor McShane
3. Benton County Law and Justice Council
 - a. Councilmember Trumbo
 - b. Councilmember Klippert
4. Benton County Mosquito Control District Board
 - a. Councilmember Trumbo
 - b. Councilmember Beauchamp
 - c. Mayor McShane
5. Benton Franklin Community Action Committee
 - a. Councilmember Trumbo
 - b. Councilmember Klippert
6. Benton Franklin Housing Continuum of Care
 - a. Councilmember Trumbo
 - b. Councilmember Millbauer
7. Benton Franklin Council of Governments (BFCOG)
 - a. Mayor Pro Tem Torelli
 - b. Councilmember Klippert
8. Joint Coliseum Advisory Committee
 - a. Mayor Pro Tem Torelli
 - b. Mayor McShane
9. Energy Communities Alliance (ECA)
 - a. Councilmember Millbauer
10. Fireman Pension Board (Mayor Required)
 - a. Mayor McShane
11. Good Roads & Transportation Association
 - a. Councilmember Anderson
 - b. Councilmember Klippert
12. Hanford Advisory Board Meetings
 - a. Mayor Pro Tem Torelli
 - b. Councilmember Klippert
13. Hanford Area Economic Investment Fund Committee (HAEIFC)
 - a. Mayor Pro Tem Torelli
14. Hanford Communities Governing Board
 - a. Mayor Pro Tem Torelli
 - b. Councilmember Millbauer
 - c. Councilmember Klippert
15. Historic Downtown Kennewick Board
 - a. Councilmember Trumbo
 - b. Councilmember Klippert
 - c. Mayor McShane
16. Interview Committee
 - a. Mayor Pro Tem Torelli
 - b. Councilmember Trumbo
17. Kennewick FOCUS
 - a. Councilmember Anderson
 - b. Mayor McShane
18. Disability Board (Two Councilmember Required)
 - a. Mayor Pro Tem Torelli

19. Lodging Tax Advisory Committee (LTAC)

- a. Councilmember Millbauer

20. TC National Park Committee

- a. Councilmember Millbauer
- b. Councilmember Klippert

21. Solid Waste Advisory Committee (SWAC)

- a. Mayor Pro Tem Torelli
- b. Councilmember Millbauer

22. Tri-Cities Development Council Exec. Board (TRIDEC)

- a. Mayor Pro Tem Torelli
- b. Councilmember Klippert
- c. Mayor McShane

23. Tri-Cities Regional Public Facilities District

- a. Councilmember Trumbo

24. Visit Tri-Cities

- a. Councilmember Millbauer
- b. Councilmember Anderson
- c. Councilmember Klippert

25. Tri-Cities Regional Chamber of Commerce

- a. Councilmember Millbauer
- b. Councilmember Klippert
- c. Mayor McShane

26. Yakima Basin Integrated Plan Workgroup

- a. Mayor McShane