



**City Council Workshop Agenda
September 12, 2023 at 6:30 PM
City Hall Council Chambers - 210 W. 6th Ave and Virtual**

The City of Kennewick broadcasts Council meetings via Zoom and on the City's website at <https://www.go2kennewick.com/CouncilMeetingBroadcasts>.
No public comment is taken at workshops.

1. CALL TO ORDER
2. B-5 LEARNING CENTER INFORMATION UPDATE
3. PUBLIC SAFETY/SCHOOL DISTRICT PARTNERSHIP
4. MEMORANDUM OF AGREEMENT - COLUMBIA PARK CONVEYANCE
5. ADJOURN

Council Agenda Coversheet	Agenda Item Number: 2. Council Date: 9/12/2023 Agenda Item Type: Presentation	Category: Info Only
	Subject: B-5 Learning Center Department: City Manager	
<p>Summary</p> <p>On July 11th, B-5 Community Learning Center broke ground on a new facility near the Boys and Girls Club off of Jean Street in Kennewick. John McCoy with B-5 will be here to provide City Council with an update and information on what the B-5 Learning Center is and the services it provides in our community.</p>		
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Presentation 		



Our Mission

We support new arrivals through **education**,
relationships and **community** so they can
thrive in their new home.



Creating a Welcoming Community

- 2000+ refugees settled since 2009
- Average 225 new refugees per year
- Over 300 this year with Afghani arrivals
- World Relief focus is basic refugee settlement
- B5 fills long-term gap left after WR steps out
- Lifelong partner to build bridges to a new life



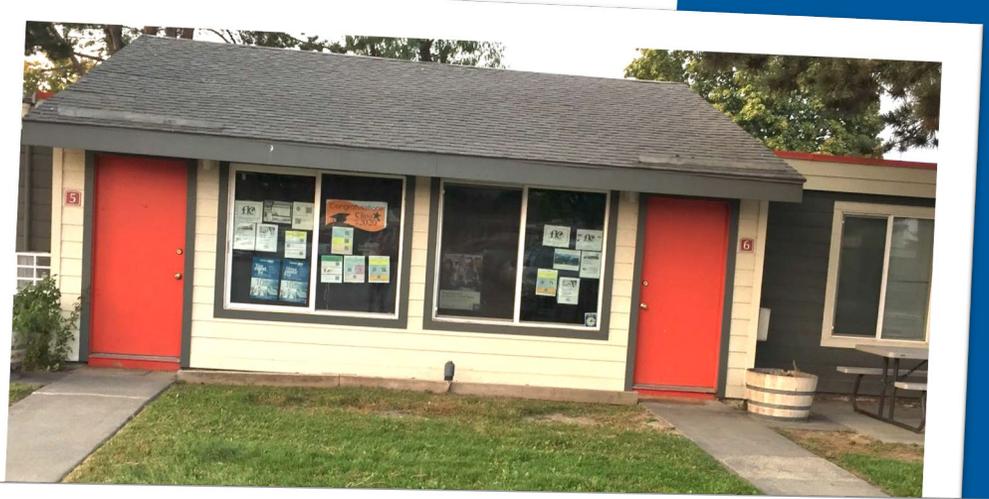
Education Programs Serve the Entire Family

- Ready for Kindergarten® Workshops for parents
- K-8 after-school program
- Tutoring, digital literacy, cultural awareness, soft skills and employment skills for teens
- High school & college mentoring
- Adult English language classes
- Citizenship classes





Home of
B5



We've
outgrown
our home



Planned Community Learning Center

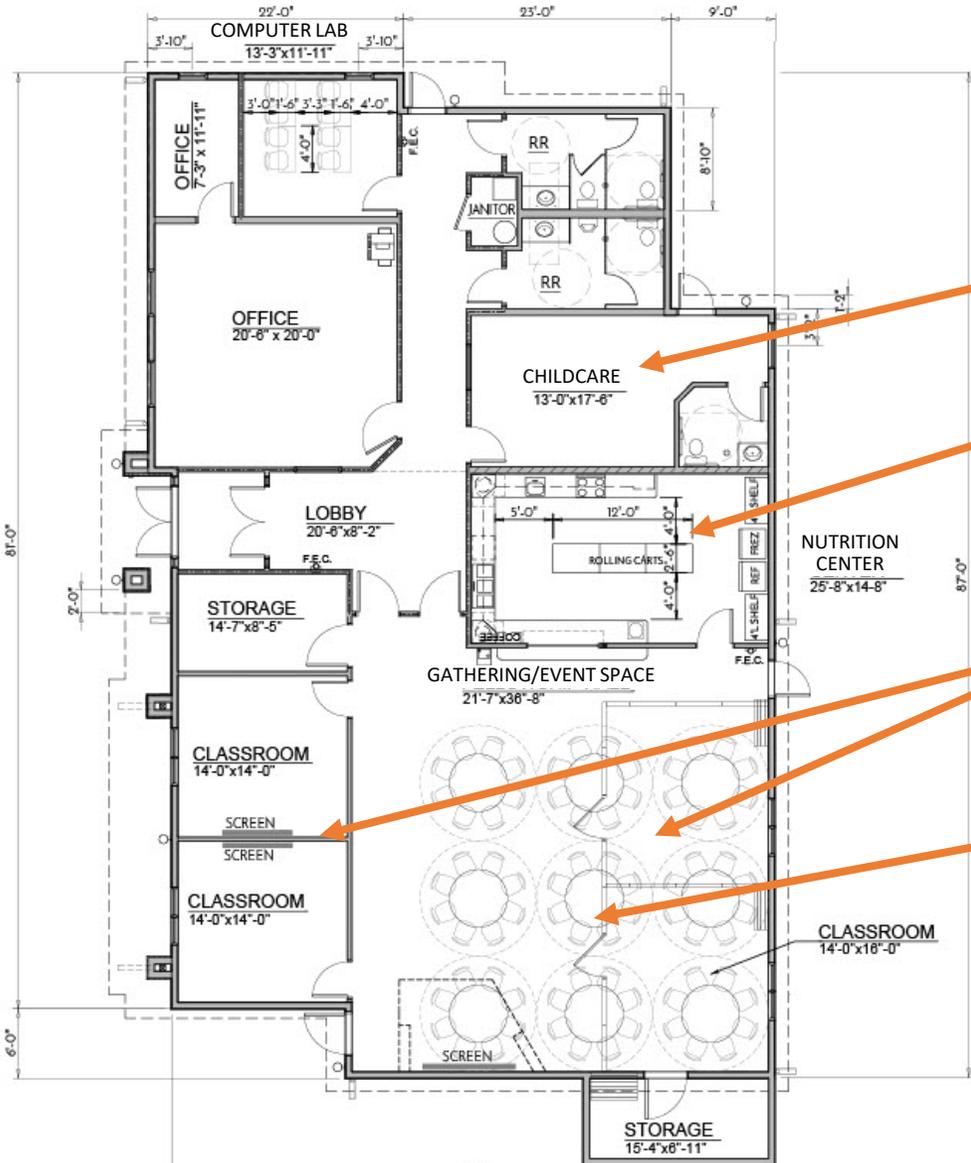
- 4200 sq ft new build
- Located next to Kennewick Boys and Girls Club
- \$2.1M capital campaign
- More than \$1.95M raised
- State LCP funding obtained
- Broke ground in July



**BOYS & GIRLS CLUBS
OF AMERICA**



Community Learning Center Layout



New Capabilities

- **Onsite childcare** for daytime and evening English language classes
- **Functional Nutrition Center (Kitchen)** for cooking classes and food-sharing events
- **Large classroom spaces** and reconfigurable space for after-school educational programs
- **Large space** for large classes, events and sharing

B5 Community Learning Center Groundbreaking





KPD BBQ



B5 Community Learning Center



Thank You

Council Agenda Coversheet	Agenda Item Number: 3. Council Date: 9/12/2023 Agenda Item Type: Presentation	Category: Info Only
	Subject: KPD/KSD Partnership Department: Police Department	
<p>Summary</p> <p>Kennewick Police Chief Chris Guerrero and Kennewick School District Superintendant Dr. Traci Pierce will provide the City Council with an update on the continued partnership.</p>		
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Presentation 		



Public Safety/School District Partnership

KENNEWICK PD/KENNEWICK SCHOOL DISTRICT

PRESENTATION

September 12th, 2023



Presentation Outline

- Partnership History
- Current Status
- Future Plans





History

- 30+ year Partnership between KPD/KSD
- School Resource Officers in the High Schools (Kennewick High & Kamiakin High)
- DARE Training
- Post Columbine (1999)
 - Active Shooter Preparedness – LE Response, School Response (Lockdowns)
 - LE Life Priorities – Hostages, Incidents, Officers, Suspect
 - Rescue Task Force (RTF)
 - Accessibility to Schools / 5090 phone number
 - Video in Schools





Current Status

- School Resource Officers
 - SRO's in every High School – Kennewick High/Kamiakin High/Souhridge High
 - SRO's in 3 of the 5 Middles Schools – Park Middle/Highlands Middle/Horse Heaven Middle
- DARE Training
 - At Middles Schools – 6th grade level
- School Safety Officers
 - Utilize retired police officers as armed School Safety Officers (SSO's) in the Elementary Schools
 - Currently 5 SSO's – assigned multiple schools
 - Training in Firearms, Active Shooter, and De-Escalation by KPD
 - No arrest authority
 - Assigned Police Radios for Communication without Delay





Current Status – cont.

- Active Shooter Preparedness
 - KPD – Annual Active Shooter Training
 - Regional Consistency and Response (C3 Pathways)
 - Continued RTF Coordination
 - School Accessibility
 - Access Cards / Master Keys issued to Every Officer
 - KSD
 - School Availability for Training
 - Lockdown Drills (Critical / Non-Critical) w/KPD Involvement
 - School Vestibules
 - Closed Campuses





Future Plans

- Get the remaining 2 SRO's in the Middle Schools (January 2024)
- Hire remaining SSO's (2024)
- Continued Coordinated Lock Down Drills
- Continued Efforts Towards Regional LE / RTF Active Shooter Training



QUESTIONS??



Council Agenda Coversheet	Agenda Item Number: 4. Council Date: 9/12/2023 Agenda Item Type: Presentation Subject: Columbia Park Conveyance Department: Finance	Category: Info Only
		

Summary

Staff will provide Council an update on the status of the recreational conveyance of 72 acres in Columbia Park and the Memorandum of Agreement (MOA) between the US. Army Corps of Engineers (USACE), Walla Walla District, the Confederated Tribes of the Umatilla Indian Reservation, the Wanapum Band, the Washington State Department of Archaeology and Historic Preservation, and the City of Kennewick that is one of the final steps in the conveyance process.

The MOA provides the required framework to ensure that all of the protections of tribal treaty rights and cultural protections are not adversely affected by the transfer. The stipulations within the MOA were protections previously facilitated by the USACE.

Background

- The City of Kennewick began working with the USACE in 2011 on full conveyance of the 72 acres at the east end of Columbia Park. Conveyance discussions began after the USACE informed the City, upon the appointment of a new USACE staff member, that the car sales events we had hosted in the park for many years would have to cease unless we wanted to work on conveyance.
- Prior to 2011, the City had held car sales events in Columbia Park for years, without any concerns raised from the USACE. Previous USACE staff interpretation was that the sales were authorized because the income generated from the lease of the grounds and point of sale tax revenue was utilized to offset the maintenance and operational costs for the park.
- In 2011, the City began working with the USACE and an agreement was reached that as long as the City was working toward conveyance of the property, the car sales could continue.
- As the project began, it was apparent that the cost of full conveyance would be expensive and time consuming, as we were required to pay for the USACE's staff's time to process the request. It was estimated that the cost to pursue full and unrestricted conveyance of the 72 acres would have been approximately \$190K just to reach the appraisal stage. Additionally, the property would be sold to the City at fair market value, with all of the flowage encumbrances, easements, etc.
- In early 2013, we began the process with the USACE, at their suggestion, for recreational conveyance in accordance with Section 501(i) of the 1996 Water Resources Development Act:

“Properties to be conveyed under this subsection that will be retained in public ownership and used for public park and recreation purposes shall be conveyed without consideration. If any such property is no longer used for public park and recreation purposes, title to such property shall revert to the Secretary.”

- The City of Kennewick continues to work in partnership with TRIDEC, our neighboring jurisdictions and tribal representatives on proposed draft legislation that would provide for full conveyance of shoreline areas to local control. Full, unrestricted conveyance will require Congressional action.

Attachments:

1. Memorandum of Agreement

**MEMORANDUM OF AGREEMENT AMONGST
THE U.S. ARMY CORPS OF ENGINEERS, WALLA WALLA DISTRICT, AND
THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN
RESERVATION, AND THE WANAPUM BAND, AND THE WASHINGTON
STATE DEPARTMENT OF ARCHAEOLOGY AND HISTORIC
PRESERVATION, AND THE CITY OF KENNEWICK REGARDING THE
TRANSFER OF 72 ACRES OF LAND WITHIN COLUMBIA PARK TO THE
CITY OF KENNEWICK, WASHINGTON.**

The purpose of this memorandum of agreement (MOA) is to establish the mitigation, stipulations and actions of the U.S. Army Corps of Engineers, Walla Walla District (USACE) and the City of Kennewick, Washington (City) through consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP), the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), the Confederated Tribes and Bands of the Yakama Nation (YN), the Nez Perce Tribe (NPT), the Confederated Tribes of the Colville Reservation (CCT), and the Wanapum Band for adverse effects to cultural resources in association with deed transfer actions outlined in the Water Resources Development Act of 1996, Sec. 501.

1. **WHEREAS**, the Water Resources Development Act of 1996 (WRDA) Sec. 501(i) establishes the general authority for the USACE to make conveyances of lands to local governments for the purposes of use for public parks and recreation in a manner that is consistent with the operation of a project for flood control; and
2. **WHEREAS**, the 1996 WRDA section 501(i)(2)(C) identifies specific lands to be transferred to the City of Kennewick (City) and these lands include the area to be transferred here; and
3. **WHEREAS**, the USACE began the process of issuing long term leases to the Cities in place of the WRDA conveyance requirement in 2002-2004, and the City's Lease W912EF-1-04-16 is within the area described in the '96 WRDA and thus eligible for transfer; and
4. **WHEREAS**, the City currently holds car sales that allow them to recoup sales tax dollars, which are used to offset the maintenance costs of the facilities the City has constructed within the park; and
5. **WHEREAS**, the USACE has informed the city that such car sales do not fit within the scope of their lease, even when the resulting funds are put back into the Operations and Maintenance (O&M) of existing facilities on federal land; and
6. **WHEREAS**, the City informed the USACE in 2020 that they intended to use the provisions of the WRDA to effect the transfer of ownership of the 72 acres identified in Attachment A, so that the city could continue to conduct the above mentioned activities in perpetuity and ensure a source of income to offset the high cost of maintaining the facilities within the park; and
7. **WHEREAS**, the USACE now proposes to transfer 72 acres of land in Columbia Park in Benton County, Washington to the City of Kennewick under the authorization of the Water Resources Development Act of 1996, Sec. 501 (the Undertaking); and

8. **WHEREAS**, the USACE, under consultation with the Washington State Department of Archaeology and Historic Preservation (DAHP) and the other invited signatories to this agreement, established the 72-acre Undertaking Area of Potential Effects of this land transfer (APE, Attachment A), based upon expected direct and indirect alterations in the character or use of historic properties and reasonably foreseeable effects that may occur later in time, be farther removed in distance or be cumulative, in Columbia Park in Benton County, Washington, Section 35, Range 9E, Township 29N, as required by Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. § 470f); and
9. **WHEREAS**, the USACE, under consultation with the DAHP and the other invited signatories to this agreement, conducted research into the undertaking and determined that the transfer of lands out of federal ownership will end federal oversight and involvement per the NHPA 36 CFR 800.5(a)(2)(vii), and an adverse effect follows from the “[t]ransfer, lease, or sale of property out of Federal ownership or control without adequate and legally enforceable restrictions or conditions to ensure long-term preservation of the property’s historic significance” (Hall 2020, *Section 106 Review for the Proposed Transfer of 72-Acres of Federal Land to the City of Kennewick, Washington*, DAHP Project Number 2019-07-05415); and
10. **WHEREAS** Federal laws for the protection of cultural resources that are currently in force include but are not limited to Section 106 of the National Historic Preservation Act of 1966; the Archaeological Resources Protection Act of 1979, the Native American Graves Protection and Repatriation Act, and others; and
11. **WHEREAS**, once this area leaves federal ownership and control, only the laws of the state of Washington will remain in effect for the protection of cultural resources, including but not limited to:
 - a) The Indian Graves and Records Act (RCW 27.44),
 - b) Washington State Environmental Policy Act (RCW 43.21),
 - c) Archaeological Sites and Resources Act (RCW 27.53),
 - d) Abandoned and Historic Cemeteries and Historic Graves Act (RCW 68.60),
 - e) Archaeological Excavation and Removal Permit process (WAC 25-48),
 - f) Human Remains (RCW 68.50),
 - g) Executive Order 21-02, Archaeological and Cultural Resources; and
12. **WHEREAS**, archaeological sites and human remains are protected by state statutes that require a permit for excavation and/or removal of site(s) or human remains under WAC 25-48 and establish penalties for unlawful disturbance under RCW 68.60.50. The permit application process is separate from the conditions of this agreement; and
13. **WHEREAS**, the USACE has made a reasonable and good faith effort to identify historic properties within the APE and extensive archaeological survey has not identified any archaeological sites within the 72-acre parcel which is the project APE (Hall 2020), although the APE lies within the boundaries of the Tri-Cities Archaeological District; and

14. **WHEREAS** additionally and importantly, federally recognized tribes have identified two Historic Properties of Religious and Cultural Significance to Indian Tribes (HPRCSITs) and Traditional Cultural Property (TCPs) that are eligible for listing or are listed in the National Register of Historic Places with boundaries that encompass the APE and are listed below:
 - TCP and HPRCSIT of importance to the Confederated Tribes and Bands of the Yakama Nation; and
 - One TCP and HPRCSIT of importance to the Confederated Tribes of the Umatilla Indian Reservation; and
15. **WHEREAS**, the character and integrity of TCPs and HPRCSITs are predicated upon their past and current cultural uses and values, which reside within phenomena and conditions that include but are not limited to, integrity of natural sounds, natural viewsheds, natural lighting, animal, plant, and bird habitat quality, and air and water quality; and
16. **WHEREAS**, Washington State laws do not clearly stipulate restrictions or conditions for long-term preservation of TCPs and HPRCSITs, particularly omitting the formal notification and consultation process to take into account the long-term adverse effects upon the character and integrity of TCPs and HPRCSITs, and that the loss of the notification and consultation process constitutes an adverse effect of the proposed transfer; and
17. **WHEREAS**, the City’s long-term proposal to maintain continued use consistent with previously approved and consulted activities and not conduct any new developments within the 72-acres to be transferred is non-binding, and new developments could occur after the land transfer; and
18. **WHEREAS**, the Confederated Tribes of the Umatilla Indian Reservation have reserved rights under the Treaty of 1855, and have chosen to participate in the development of this MOA. The Confederated Tribes of the Umatilla Indian Reservation have also been invited to be a signatory to this agreement, and have chosen to be a signatory; and
19. **WHEREAS**, the Confederated Tribes and Bands of the Yakama Nation have reserved rights under the Treaty of 1855, and have chosen to participate in the development of this MOA. The Confederated Tribes and Bands of the Yakama Nation have also been invited to be a signatory to this agreement, and did not request to be a signatory; and
20. **WHEREAS**, the Nez Perce Tribe has reserved rights under the Treaties of 1855, 1863, and 1868, and has chosen to participate in the development of this MOA. The Nez Perce Tribe has also been invited to be a signatory to this agreement, and did not request to be a signatory; and
21. **WHEREAS**, the Confederated Tribes of the Colville Reservation have reserved rights under the Executive Orders of 1872, and have chosen to participate in the development of this MOA. The Confederated Tribes of the Colville Reservation have also been invited to be a signatory to this agreement, and did not request to be a signatory; and
22. **WHEREAS**, the USACE has invited the participation of the Wanapum Band in the development of this MOA, and to sign this agreement as invited signatories, and the Wanapum Band has

chosen to participate in the development of this agreement; and have chosen to be a signatory; and

23. **WHEREAS**, the Washington State Department of Archaeology and Historic Preservation participated in the development of this MOA, and is a signatory party; and
24. **WHEREAS**, the City of Kennewick participated in the development of this MOA, and is a signatory party; and
25. **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) the USACE has notified the Advisory Council on Historic Preservation of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Parties agree that the following stipulations shall be implemented in order to resolve the adverse effects of the Undertaking upon the ability to notify and consult with concerned parties concerning impacts to the character and integrity of historic properties. The executed and implemented MOA evidences the federal agency's compliance with Section 106 of the NHPA and shall govern the Undertaking and all of its parts until this MOA is terminated.

I. GENERAL STIPULATIONS

The USACE, the City, and all Parties shall ensure that the following actions to avoid, minimize or mitigate adverse effects are carried out. The general stipulations will provide specific procedures and resources for meaningful consultation regarding all historic properties including TCPs and HPRCSITs, and shall apply to the entire land parcel to be transferred as part of this Undertaking.

1. The City of Kennewick shall maintain the transferred property in its current status as public recreation Open Space per Municipal Code 18.09.1440: “a landscape that is primarily unimproved, such as wooded areas; parks; golf courses, trails; privately owned nature reserves; abandoned railroad lines; utility corridors; and other vacant rights-of-way”. If the property is no longer used as Open Space or equivalent zoning for public park and recreation purposes as indicated by re-zoning by the City, title to such property shall revert to the Secretary of the Army as stated in the requirements of the Water Resources Development Act of 1996, PL 104–303, October 12, 1996, 110 Stat 3658 § 501(i)(3)(D)(i).
2. The City of Kennewick shall, in collaboration with the invited signatories (whether or not they chose to sign), propose a schedule to complete a Cultural Resources Management Plan (CRMP) for the APE within 90 days of execution of this MOA, with a target completion date of two years from the date of execution. The CRMP shall include considerations for potential effects to TCPs and HPRCSITs, including the integrity of phenomena and conditions that contribute to their character: such as natural sounds, natural viewsheds, natural lighting, animal, plant, and bird habitat quality, and air and water quality. The CRMP shall be reviewed by the City and invited signatories every five years, at maximum.

3. Concurrent with provision of the schedule for development of the CRMP, the City shall provide invited signatories a listing of anticipated undertakings for the following year.
4. The City of Kennewick will host a meeting at least once annually, or more often as needed, with Tribal cultural resources staff-representatives to discuss the status of management of the Tri-Cities parks and how proposed actions for the following year may affect cultural resources. The first meeting shall be scheduled not later than 60 days after execution of the MOA. The City may invite other participants as appropriate, including staff from the USACE, or City Parks staff from in Richland or Pasco.
5. Each following year, the City shall issue invitations to each invited signatory tribe and the DAHP to the annual meeting. A listing of anticipated undertakings for the upcoming year will be provided to invited signatories at a minimum of two months before the meeting. During annual meetings, the City shall facilitate a discussion to identify anticipated undertakings of concern, address questions, and scope measures to avoid or mitigate for impacts to historic properties. The City shall document all meeting proceedings and provide to participants no later than 30 days afterward. The City shall follow up with invited signatories no later than 90 days after each meeting regarding proposed steps to avoid, minimize, or mitigate impacts.
6. For undertakings that arise outside the annual planning process the City shall send a letter and detailed project plans to all invited signatories, allow for 30 days to comment, and take such comments into substantive and meaningful consideration prior to proceeding with implementation of the undertakings.
7. For emergency actions, the City shall inform invited signatories by the most efficient means available and provide as much time as possible for comment before action must be taken. The CRMP shall discuss what constitutes emergency actions.
8. No later than 30 days from execution of this MOA, the City shall appoint a Responsible Official/Point of Contact to fulfill the obligations of the MOA and all applicable state law.
9. The City shall, as appropriate, obtain professional expertise that meets the Secretary of the Interior's Standards for Archeology or History, and has familiarity and experience with Section 106 requirements as well as all Washington State Historic Preservation Laws, WA SEPA, Executive Order 21-02, and tribal consultation. This may be accomplished through contracts or other instruments such as those that flow from the 2021 Memorandum of Understanding for Partnership Between the Confederated Tribes of the Umatilla Indian Reservation and the City of Kennewick (Attachment B; Section F).
10. The USACE shall include in the deed of transfer a clause requiring compliance with all state laws, including cultural resource protection laws as stated here: "Grantee is required to comply with Washington State Laws, including but not limited to those for cultural resource protection."

11. The Deed of Transfer shall include the following covenant: “Grantee will comply with the terms of the Section 106 Memorandum of Agreement (MOA), attached hereto and made a part hereof as Exhibit XX.”

II. DURATION

This MOA will remain in place until terminated. The City and invited signatories shall review the terms of this MOA concurrent with reviews of the CRMP to determine if any amendments are appropriate.

III. DISPUTE RESOLUTION

Should any signatory or invited signatory Party object at any time to any proposed procedures or actions or the manner in which the terms of the MOA are implemented, the City shall consult directly with such Party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

1. Forward all documentation relevant to the dispute, including the City’s proposed resolution, to the DAHP and an impartial or similar mediator approved by the parties. The mediator shall conduct primary mediation actions, and the DAHP shall participate as a subject matter expert. The mediator and the DAHP shall provide the City with advice on the resolution of the objection within 60 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City shall prepare a written response that takes into account any advice or comments regarding the dispute from the mediator, the DAHP, and Tribes, and provide them with a copy of the written response.
2. If the mediator and DAHP do not provide advice regarding the dispute within the 60-day time period, the City shall negotiate one extension period. Prior to reaching a final decision to resolve the dispute, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and invited signatories to the MOA and provide them and the DAHP with a copy of such written response. The City decision will be final.
3. The City’s responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

IV. AMENDMENTS

Any signatory or invited signatory may request an amendment to this MOA through direct request to the City Point of Contact (below). The City’s designated official shall contact signatories and invited signatories, oversee the collection of comments, tracking responses to comments, and finalization of the amended MOA. The amendment shall be final when agreed to in writing by all signatories. The amendment will be effective on the date that a copy signed by all of the signatories is filed with the Deed of Transfer and the Washington DAHP. Upon completion of the amendment process, the City shall record the amended MOA with the existing Deed of Transfer.

V. TERMINATION

If any signatory to this MOA determines that its terms will not be or cannot be carried out, that signatory shall immediately consult with the other signatories to attempt to develop a revised version of the MOA. If within 30 days, or another time-period agreed to by all signatories, an amendment cannot be reached, any signatory may withdraw their participation in the MOA upon written notification to the other signatories. If DAHP, the City, or the USACE withdraw from this MOA, it will be considered terminated.

VI. COMPLIANCE WITH OTHER LAWS

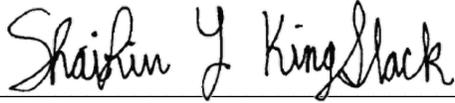
Nothing in this MOA alters or intends to alter the responsibilities of the parties to comply with other applicable laws. If compliance with the MOA would violate any other applicable laws, then the parties will re-engage in consultation and amend this MOA in accordance with Stipulation IV, or cancel it in accordance with Stipulation V.

VII. EXECUTION

Execution of this MOA by the Signatories and implementation of its terms are evidence that the USACE has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES

U.S. Army Corps of Engineers, Walla Walla District



Date _____

ShaiLin Y. KingSlack
Lieutenant Colonel, Corps of Engineers
District Commander

City of Kennewick

_____ Date _____

Marie Mosley
City Manager, City of Kennewick Parks, Recreation & Facilities

Washington State Department of Archaeology and Historic Preservation Office

_____ Date _____

Allyson Brooks
State Historic Preservation Officer

INVITED SIGNATORIES

Confederated Tribes of the Umatilla Indian Reservation

_____ Date _____
N. Kathryn Brigham
Board of Trustees Chair

INVITED SIGNATORIES

Wanapum

_____ Date _____
Clayton Buck
Wanapum Representative

ATTACHMENT A: AREA OF POTENTIAL EFFECT

