BATTLE GROUND CITY COUNCIL AGENDA
MONDAY MARCH 16, 2026

BATTLE GROUND CITY HALL COUNCIL CHAMBERS
109 SW 1ST ST., SECOND FLOOR
BATTLE GROUND, WA 98604

MEETING PROCEDURES: The meeting will be conducted in person and via Zoom, allowing council members, staff, and members of the public to hear all individuals participating in the meeting. Members of the public may attend in person or watch the meeting live via the link below.

WATCH LIVE: Members of the public may watch the meeting live on YouTube at Battle Ground City Council - YouTube.

TO PARTICIPATE: Members of the public wishing to comment or provide testimony during the meeting may appear in person to speak during Citizen's Communications and Public Hearings. Comments are limited to three (3) minutes. Please submit written comments to the City Clerk's Office at least six (6) hours prior to the meeting with the heading "Public Comment for disbursement to the City Council."

ACCESSIBILITY: The City Hall is accessible to individuals with disabilities. As per RCW 42.30.240(2), if you face difficulty attending an in-person meeting to provide oral comment, you can do so remotely, provided that oral public comments are accepted at the meeting. If you require special accommodation to attend the meeting or to provide public comment remotely, please contact the City Clerk's Office at (360) 342-5008 or cityclerk.info@cityofbg.org at least forty-eight (48) hours in advance.

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE AGENDA

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports
Mayor's Report
Presentations

- New Employee Introduction & Oath of Office: Brandon Degraw, Policy Officer
- Council for the Homeless Presentation

CITIZEN'S COMMUNICATIONS

CONSENT AGENDA
All items listed below are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests a specific item(s) be removed from the Consent Agenda for discussion prior to the time Council votes on the motion to adopt the Consent Agenda.

A. City Council Regular Meeting Minutes of March 2, 2026
B. City Council Special Meeting/Council Retreat Minutes of March 6, 2026
C. Claim Vouchers dated 02/25/2026 #99453-#99489 and Bank Drafts, in the amount of $466,091.72
D. Claim Vouchers dated 03/05/2026 #99490-#99527 and Bank Drafts, in the amount of $434,740.25
E. Claim Vouchers dated 03/10/2026 #99528-#99609 and Bank Drafts, in the amount of $1,302,296.40
F. Payroll dated 03/10/2026, vouchers #29297-#29298 in the amount of $983.86 and direct deposits of $308,381.26 for a total payroll

of $309,365.12

G. Battle Ground Municipal Code Updates – Set Public Hearing for April 20, 2026

H. NE 1st Street Phase 2 – Right of Way Purchase Approval – Brauhn

I. Clark County Construction Agreement

PUBLIC HEARING

Resolution 26-02 Surplus of Utility Equipment: Public Hearing/Motion

Presented by Finance and Information Technologies Director Meagan Lowery

Summary: The City Council will hear public testimony and consider the approval of Resolution 26-02 providing for the surplus of equipment no longer useful to the public utilities.

BUSINESS

4th Quarter 2025 Financial Overview

Presented by Finance and Information Technologies Director Meagan Lowery

Summary: The City Council will be presented with an overview of the city's fourth quarter 2025 financial performance.

Capital Projects 101

Presented by Public Works Director Mark Herceg

Summary: The City Council will receive a presentation of basics of a capital project, from planning and design through construction.

Ordinance No. 2026-03 Northwest Natural Gas Franchise Agreement: Presentation/Set Public Hearing

Presented by Deputy City Manager Robert Ferrier

Summary: The City Council will receive a presentation and consider setting a public hearing to hear public testimony regarding a proposed franchise agreement with Northwest Natural Gas Company at the April 20, 2026, Regular City Council meeting.

ADMINISTRATIVE REPORTS

COUNCIL COMMUNICATIONS

ADJOURNMENT

NEXT MEETING DATE: Monday, April 6, 2026 – No Study Session – Regular Meeting at 7:00 p.m.

Public Notices:

- Persons requiring special arrangements in order to participate in meetings should call the City Clerk's office at (360) 342 – 5008 at least two (2) business days prior to the scheduled meeting.
- The public is invited to view the full City Council packet on our website at www.cityofbg.org.
- This institution is an equal opportunity provider and employer.
- Any subject placed on the agenda, regardless of how the matter is stated on the agenda, may be acted on by the council.
- Información será traducida al español a petición de cityclerk.info@cityofbg.org.
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- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa cityclerk.info@cityofbg.org
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Battle Ground City Council Meeting Minutes
Monday, March 2, 2026

The regular meeting of the Battle Ground City Council was called to order in the Battle Ground Council Chambers at 7:00 p.m. by Mayor Eric Overholser. The meeting was recorded via Zoom and live-streamed on YouTube.

The Pledge of Allegiance was recited.

City Clerk Elizabeth Halili called the roll. The following were present:

COUNCIL:	Mayor Eric Overholser, Deputy Mayor Vaile, and Councilmembers Troy McCoy, Shane Bowman (via Zoom), Victoria Ferrer, Jeanie Kuypers, and Brian Munson
ABSENT:	None.
STAFF:	City Manager Kristina Swanson, Deputy City Manager Robert Ferrier, Finance and Information Services Director Meagan Lowery, Police Lieutenant Jim Keller, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Communications Manager & Public Information Officer Alisha Smith (via Zoom), Acting City Attorney Kirk Ehlis (via Zoom), and City Clerk Elizabeth Halili.

MOTION TO APPROVE AGENDA **7:01 p.m.**
MOTION: Councilmember Ferrer moved to approve the agenda as presented.
SECOND: Councilmember Munson
VOTE: Motion carried 7-0

SUMMARY REPORTS AND PRESENTATIONS **7:01 p.m.**
Councilmember Reports:

- *Councilmember Kuypers provided a report on the recent Regional Task Force meeting.*

Mayor's Report:

- **Proclamation: Women's History Month, March 2026**
  Mayor Eric Overholser Proclaimed March 2026 as Women's History Month and read the proclamation. Bev Jones accepted the proclamation and provided a brief statement.
- **Proclamation: American Red Cross Month, March 2026**
  Mayor Eric Overholser Proclaimed March 2026, as American Red Cross Month and read the proclamation. Michelle Prosser with the American Red Cross accepted the proclamation and provided

a brief statement.

- **Lodging Tax Advisory Committee (LTAC) Tourism Generator Position #1 appointment: Jessica Cole, term beginning January 1, 2026**
  Mayor Overholser called for a motion to approve his appointment of Jessica Cole to the Lodging Tax Advisory Committee (LTAC) Tourism Generator Position #1, term beginning January 1, 2026.

MOTION: Councilmember Ferrer moved to approve the appointment of Jessica Cole to the Lodging Tax Advisory Committee (LTAC) Tourism Generator Position #1, term beginning January 1, 2026.
SECOND: Councilmember McCoy
VOTE: Motion carried 7-0

Jessica Cole provided a brief statement

- **Lodging Tax Advisory Committee (LTAC) Tourism Generator Position #2 appointment: John Idsinga, term beginning January 1, 2026**
  Mayor Overholser called for a motion to approve his appointment of John Idsinga to the Lodging Tax Advisory Committee (LTAC) Tourism Generator Position #2, term beginning January 1, 2026.

MOTION: Deputy Mayor Vaile moved to approve the appointment of John Idsinga to the Lodging Tax Advisory Committee (LTAC) Tourism Generator Position #2, term beginning January 1, 2026.
SECOND: Councilmember McCoy
VOTE: Motion carried 7-0

John Idsinga provided a brief statement

- **Lodging Tax Advisory Committee (LTAC) Tourism Tax Collector Position #2 appointment: Trent Niarkos, term beginning January 1, 2026**
  Mayor Overholser called for a motion to approve his appointment of Trent Niarkos to the Lodging Tax Advisory Committee (LTAC) Tourism Tax Collector Position #2, term beginning January 1, 2026.

MOTION: Councilmember Munson moved to approve the appointment of Trent Niarkos to the Lodging Tax Advisory Committee (LTAC) Tourism Tax Collector Position #2, term beginning January 1, 2026.
SECOND: Councilmember Kuypers
VOTE: Motion carried 7-0

- **Planning Commission Position #1 Re-appointment: Ryan Heasley, 4-Year Term January 1, 2026 – December 31, 2029.**
  Mayor Overholser called for a motion to approve his re-appointment of Ryan Heasley to the Planning Commission Position #1, 4-Year term ending on December 31, 2029.

MOTION: Councilmember McCoy moved to re-approve the appointment of Ryan Heasley to the Planning Commission Position #1, term ending December 31, 2029.
SECOND: Councilmember Munson
VOTE: Motion carried 7-0

- **C-TRAN Proposed High-Capacity Transit (HCT) Subdistrict**
  Mayor Overholser provided additional information and requested guidance and direction from the City Council regarding the City's position on the proposed voter-approved High-Capacity Transit (HCT) Subdistrict, as presented to the Clark County Council by C-TRAN representatives on February 4, 2026.

  Discussion was held by Council.

CONSENSUS was reached by Council directing Mayor Overholser to support the proposed High-Capacity Transit (HCT) Subdistrict in his capacity as Council Liaison Delegate to the C-TRAN Board of Directors.

Presentations:

- **None.**

CITIZEN'S COMMUNICATIONS **7:33 p.m.**

- *Jason Mocha provided public comment*
- *Ally Strappazone provided public comment*
- *Jessica Cole provided public comment*

CONSENT AGENDA **7:42 p.m.**

A. City Council Regular Meeting Minutes of February 17, 2026
B. Claim Vouchers dated 02/17/2026 #99405-#99452, in the amount of $762,998.78
C. NE 1st Street Phase 2 – Right of Way Purchase Approval – Feston
D. NE 1st Street Phase 2 – Right of Way Purchase Approval – Sanchez
E. NE 1st Street Phase 2 – Right of Way Purchase Approval – Vierck

MOTION: Councilmember Munson moved to approve the Consent Agenda as presented.
SECOND: Councilmember Ferrer
VOTE: Motion carried 7-0

BUSINESS **7:43 p.m.**

Ordinance 2026-04 Amending BGMC 17.135.150 – RV, Boat, and Trailer Storage: Presentation/Set Public Hearing.

Presented by Police Lieutenant Jim Keller
Summary: The City Council received a presentation and set a public hearing for April 6, 2006, to hear public testimony on proposed amendments to Battle Ground Municipal Code 17.135.150.

Lieutenant Keller provided a brief presentation.
The Council discussed the proposed amendments to BGMC 17.135.150
City Manager Swanson responded to questions from the Council.
Public Works Director Mark Herceg responded to questions from the Council.

MOTION: Councilmember McCoy moved to set a public hearing for Ordinance 2026-04 amending BGMC 17.135.150 RV and Trailer Storage for April 6, 2026.
SECOND: Councilmember Ferrer
VOTE: Motion carried 7-0

ADMINISTRATIVE REPORTS **8:11 p.m.**

- *City Manager Swanson report on the following:*
  - *Email sent to council regarding the Special Meeting/Council Retreat with a copy of the meeting agenda and links to documents for review prior to the meeting.*
  - *The Weaver Creek Project financial closing occurred last Friday.*
  - *Brief report regarding the WA DC Legislative Trip. City Manager Swanson noted that the trip was very productive. Ms. Swanson stated that the Earmark Portals have opened and the city will be applying for the "asks" as stated in the city's 2026 Federal Legislative Priorities.*
  - *Call with AWC: The WA State Legislative Session closes in 10 days. A final report will be provided after the session. Ms. Swanson noted that there are some pieces of legislation that*

are not beneficial for cities.
City Manager Swanson responded to questions from Council

- *Mayor Overholser:*
  - *Thanked City Manager Swanson & Councilmember McCoy for joining him on the WA DC Legislative Trip. Mayor Overholser also thanked Marie Gusencamp-Perez and the delegates for hosting the city's delegation so graciously.*

COUNCIL COMMUNICATIONS **8:16 p.m.**

- *None*

ADJOURNMENT

The regular meeting was adjourned at 8:16 p.m.

Next Meeting Date: Monday, March 16, 2026 – No Study Session - Regular meeting at 7:00 p.m.

Eric Overholser	Elizabeth Halili
Mayor	City Clerk

Date of approval by the City Council: March 16, 2026

Regular Council meetings of the Battle Ground City Council are recorded digitally. These recordings are kept on file in the office of the City Clerk for a period of six (6) years.

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Battle Ground City Council Special Meeting Minutes
Friday, March 6, 2026

The special meeting of the Battle Ground City Council was called to order in the Battle Ground City Hall, Suite 154, at 9:03 a.m. by Mayor Overholser.

City Clerk Elizabeth Halili called the roll. The following were present:

COUNCIL: Mayor Eric Overholser, Deputy Mayor Vaile, and Councilmembers Troy McCoy, Shane Bowman, Victoria Ferrer (arrived at 9:07 a.m.), Jeanie Kuypers, and Brian Munson

ABSENT: None.

STAFF: City Manager Kristina Swanson, Deputy City Manager Robert Ferrier, Finance and Information Services Director Meagan Lowery, Police Chief Dennis Flynn, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Acting City Attorney Ken Harper, and City Clerk Elizabeth Halili.

City Manager Swanson welcomed the Council to the meeting, reminded the council of the rules regarding Special Meetings, introduced Acting City Attorney Ken Harper to the Council, and provided a handout of the Ground Rules for the meeting. Ms. Swanson led the council in an icebreaking activity.
Ms. Swanson recognized Mayor Overholser, Deputy Mayor Vaile, and Councilmembers Kuypers and Ferrer for receiving AWC Certificate of Municipal Leadership Awards.

BATTLE GROUND COMMUNITY COURT UPDATE **9:10 a.m.**

***Presented By**: Battle Ground Municipal Court Administrator Carol Landwehr*
***Summary:** The Council received an update regarding the Battle Ground Community Court.*
***Action to follow:** The Council discussed the update and provided direction to staff.*

Battle Ground Municipal Court Administrator Carol Landwehr provided a presentation, including:

- *A brief background of her professional experience*
- *Of the 19 Community Court participants, 18 have been homeless*
- *Battle Ground Municipal Court serves the cities of Battle Ground, Ridgefield, and La Center*
- *Community Court Program Objectives:*
    - *Address Community Challenges*
    - *Reduce Crime*
    - *Strengthening Neighborhoods*
    - *Remove Barriers to Achieve Compliance*

    - *Connect Individuals to Services*
    - *Improve Trust in the Justice System*
- *Community Court Funding:*
    - *Opioid Settlement Funds*
    - *Grant from Administrative Office of the Courts (AOC)*
    - *Cost Sharing among the three participating jurisdictions.*
- *Community Court Schedule*
- *Program Statistics: 19 Participants referred as of February 26, 2026.*
- *Community Court Participant Selection:*
    - *Referrals*
    - *Criminal Court Assessment Tool (CCAT)*
- *Community Court Success Stories (Graduates)*
    - *Provided stories of successful graduates from Community Court*
    - *Ms. Landwehr described the housing procurement process for Community Court participants*
    - *Ms. Landwehr described the peer support process during and after Community Court participants graduate.*
    - *Ms. Landwehr expressed her desire to continue to grow the Community Court Program.*
        - *Agency partnership has grown to 19*

City Manager Swanson noted the Community Court environment is welcoming, encouraging, and supportive of the participants which contributes to its success.

The Council discussed the presentation
Ms. Landwehr responded to questions from the Council including:

- *Community engagement, outreach, and involvement including donations to the program*
- *Participant criminal history shows "graduated program". Graduates also receive a certificate.*
- *Participants sign a Service Plan "opting in" to the Community Court Program.*

City Manager Swanson responded to questions from the Council
Police Chief Dennis Flynn made a brief statement regarding police education and outreach to the community in support of, and in partnership with, the Community Court Program.

CONSENSUS was reached by Council directing staff to provide the presentation to participating jurisdictions.

City Manager Swanson, Director Meagan Lowery, and Chief Flynn responded to questions from the Council regarding funding and outreach.

City Manager Swanson stated a report can be sent to the participating jurisdictions.

The Council discussed mentorship/leadership award opportunities for Community Court Participants after time has elapsed without re-offense.

Ms. Landwehr is in process of applying for next year's grant and anticipates the grant-awarded funds to be higher.

Ms. Landwehr described the services provided by Pier 360 to Community Court participants.

CONSENSUS was reached by Council directing staff to provide a presentation on the Battle Ground Community Court Program to ECHO on the program's one-year anniversary.

Further discussion was held by the Council regarding low-income housing in the City of Battle Ground.

COUNCIL GOVERNANCE AND ETHICS REVIEW **10:09 a.m.**

Presented By: *City Attorney Ken Harper*
Summary: *The Council received a presentation regarding governance topics, including Open Public Meetings Act (OPMA) requirements, City Council meeting procedures—such as First Amendment rights and public comment—and ethical standards for councilmembers.*
Action to follow: *No final action was taken.*

City Attorney Ken Harper provided a handout to Council of the slides of his presentation.

Councilmember Ferrer left the meeting at 10:14 a.m.

City Attorney Ken Harper presented "Open Public Meetings Act, Effective Public Meetings, First Amendment Considerations", including:

- ***Open Public Meetings Act (OPMA)***
  - *Meetings must be open to the public*
  - *Quorum + Action = Meeting*
  - *Meeting Notices*
  - *Appearance of Fairness Doctrine (Quasi-Judicial Actions)*

Councilmember Ferrer rejoined the meeting at 10:18 a.m.

  - Purpose Statement of the OPMA – explanation
  - OPMA Definition of "Meeting"
  - How to Comply if Meeting:
  - OPMA Executive Sessions
  - Penalties for Violating the OPMA

Mayor Overholser left the meeting at 10:41 a.m.
Mayor Overholser rejoined the meeting at 10:44 a.m.

City Attorney Ken Harper responded to questions from the Council.

City Attorney Ken Harper continued his presentation:

- **Conducting Good Meetings:**
  - Before a Meeting:
  - During a Meeting:
- **First Amendment and Public Participation**
  - Actual disruption of the business of the Council is not permitted
  - Freedom of speech is constitutionally protected
  - Disruptive conduct

Attorney Harper responded to questions from the Council.

City Attorney Ken Harper continued his presentation:

- Permitted speech:
- Key Concepts to Retain

Mayor Overholser recessed the meeting at 11:24 a.m.
Mayor Overholser resumed the meeting at 11:34 a.m.
Councilmember Munson rejoined the meeting at 11:35 a.m.

GOVERNANCE MANUAL REVIEW AND COMMITTEE APPOINTMENTS: PRESENTATION/MOTION 11:34 a.m.
Presented By: *City Manager Kris Swanson*
Summary: *The Council discussed potential revisions to the Governance Coordination Manual.*
Action to follow: *Mayor Overholser appointed three Council members to the Governance Manual Committee with confirmation by Council. The Council also provided staff with guidance and direction.*

City Manager Kris Swanson provided information regarding the composition and purpose of the Governance Manual Committee and requested the Council bring forth potential revisions to the Governance Coordination Manual.

Mayor Overholser noted that any recommended revisions to the Manual would be provided as staff direction.

Mayor Overholser stated the Governance Manual Committee consists of three Councilmembers, the City Manager, the City Attorney, and the City Clerk.

The Council discussed the meeting times and schedule for the Committee Meetings and process of bringing forward revisions to the Manual.

CONSENSUS was reached by Council that all future Governance Manual revision recommendations from City Council Members should be directed to the City Clerk. Revisions will be reviewed in Committee and brought before Council during a Study Session, then brought as a new Resolution to Council.

The Council discussed the importance of updating the Governance Coordination Manual to ensure legal compliance.

Councilmembers Munson, Ferrer, and Kuypers expressed interest in serving on the Committee

Mayor Overholser declared his desire to appoint Councilmembers Munson, Ferrer, and Kuypers to the Governance Manual Committee.

MOTION: Councilmember McCoy moved to approve the appointments of Councilmembers Kuypers, Munson, and Ferrer to the Governance Coordination Manual Committee.
SECOND: Councilmember Bowman
VOTE: 7-0

The Council discussed the cost of the attorney serving on the Committee
City Manager Swanson responded that the Attorney would review sections of the final draft.
City Attorney Ken Harper concurred with City Manager Swanson's statement, noting that there are some areas of the Manual that could benefit from review by counsel serving in a supporting role.

The Council further discussed their desire to review and update the Governance Coordination Manual.

CONSENSUS was reached by Council directing Staff to provide a current copy of the Governance Coordination Manual to the Council.

The Council discussed and recommended the Committee review the following:

- *General overall usability of the document*
- *Ethics section*
- *Clarify Guiding Principles and Strategic Goals/Vision section*
- *Clarify the process for Councilmembers to request to add an item to the Council Agenda*
- *Clerical, Grammer, and Spelling Errors*
- *Pages do not match Table of Contents*
- *Hyperlink chapters (in blue)*
- *Revising the language of the Agenda Packet publication date requirement*

The City Clerk responded to questions from the Council.

- *Clarify Board and Committee Appointment processes*
- *Modernize the language of the Manual (example: Audio recording (3. City Clerk – Minutes))*
- *Clarify use of touchpads for voting*

City Manager Swanson responded to questions from the Council.

Mayor Overholser recessed the meeting at 12:30 p.m.

LUNCH **12:30 p.m.**

Mayor Overholser resumed the meeting at 1:01 p.m.

2026 BATTLE GROUND MUNICIPAL CODE UPDATES **1:01 p.m.**

Presented By: *Deputy City Manager Robert Ferrier and Community Development Director Kristin Lehto*
Summary: *The Council received a presentation and discussed proposed updates to the Battle Ground Municipal Code, including those required by the Comprehensive Plan Update.*
Action to follow: *After discussion, the City Council provided staff with guidance and direction.*

Community Development Director Kristin Lehto provided a handout to the Council entitled "Spring 2026 BGMC Update Inventory."
Community Development Director Kristin Lehto provided a brief statement and introduced Deputy City Manager Robert Ferrier.

Deputy City Manager Robert Ferrier provided a brief presentation of the Spring 2026 BGMC Update Inventory to include:

- *Title 2-Administration and Personnel*
    - *Section 2.28 Planning Commission – Clean-up term language*
    - *Section 2.60 Parks and Community Engagement Advisory Board – Youth position age limit*
    - *Section 2.84 Law Enforcement Officers and Firefighter Disability Board – Officer election and term*
- *Title 6 – Animals*

- *NEW: Feral Cats – Free roaming cats and TNR*
- *NEW: Rabbits – Keeping of Rabbits*

The Council discussed the proposed changes regarding feral cats and rabbits, and domesticated cats and rabbits.

- *Title 8 – Health and Safety*
  - *Section 8.32 – Regulatory Standards for Emergency Services – Remove*
  - *Section 8.36 – Special Event Permits – Added circuses*

The Council discussed the definition of "Circus"
Deputy City Manager Ferrier responded to questions from the Council
Director Lehto responded to questions from the Council
The Council discussed traffic control and parking related to special events and what constitutes a special event requiring a special event permit.

- *Title 10 – Vehicles and Traffic*
  - *Section 10.14 - Stopping, Standing and Parking – Adding re-parking language*

The council discussed re-parking
City Manager Swanson responded to questions from the Council
Police Chief Dennis Flynn responded to questions from the Council.

Director Lehto presented the following Spring 2026 BGMC Updates:

- *Title 12 – Streets and Sidewalks*
  - *Section 12.108 – Maintenance of Sidewalks – Added missing state law reference; added process description*
  - *Section 12.116 - Transportation Standards – Added cross section for E Main St; added transit stop language*
  - *Section 12.118 – Construction in Public ROW – Updated definitions; created procedures and clarification for franchises; added language to address bonds*
  - *Section 12.122 – Street Use & encroachment – Updated definitions; updated roles*

- *Title 13 – Water and Sewers*
  - *Section 13.120 Sewer Service – Connection – Added ADU language*
  - *Section 13.126 Sorm Drainage System – Modifications to comply with NPDES (National Discharge Eliminations System) permit*
  - *NEW: Easement Vacations – New Chapter*

- *Title 15 – Building and Construction*
  - *Section 15.104 Building Code – Clarifying language and adding language related to shell buildings*
  - *Section 15.136 Easements – Access to structures w/in easements*

- *Title 17 – Zoning*
  - *Section 17.135 Collective Gardens (medical cannabis) – remove*

City Attorney Ken Harper responded to questions from the Council

  - *Section 17.139 Signs – Political Signs*

Discussion was held by Council

Director Lehto responded to questions from the Council
City Manager Swanson responded to questions from the Council
Ken Harper responded to questions regarding separating Political Signs from other categories of signs in the Code. Noting he supports reviewing and potentially regulating temporary political signs including protecting the right to place them.
Discussion was held by Council regarding the removal of temporary signs in a timely manner.
City Manager Swanson described the proposed process for putting out political signs including requiring the completion of an application.
Further discussion was held by Council.
Director Lehto responded to questions from council.
Attorney Harper noted that the Code might be okay regarding political signs, however the city might want to develop a policy regarding political signs.
Further discussion was held by the Council regarding temporary and political signs in the Right of Way.
City Manager Swanson responded to questions from the Council.
Further discussion was held by the Council regarding allowable quantity of temporary signs including political signs.
Attorney Harper responded and recommended the city define the issues it is seeking to solve regarding Political and temporary signs.
Further discussion was held by Council regarding signs in the Right of Way vs those on private property.
Director Lehto responded to questions from the Council.
The Council discussed temporary Political sign requirements as per statute and the Public Disclosure Commission.
City Attorney Harper responded to questions from the Council.
Director Lehto noted this item will be brought back before Council.

- *Title 18 – Environmental Protection*
    - *Section 18.250 Stormwater Control and Drainage – Modifications to comply with NPDES permit*
    - *Section 18.257 Clearing and Grading – Clarifying calculation of quantities*
    - *Section 18.280 Fish and Wildlife Habitat Conservation Areas – Allows plat note in place of conservation covenant.*

Comprehensive Plan Related items that are required to remain in compliances with the Growth Management Act:

- Definitions added:
    - Emergency housing, emergency shelter, permanent supportive housing, religious organization, transitional housing, accessory swelling unit, co-living, sleeping unit, outdoor encampment
- Allowed uses
    - Indoor emergency shelters, permanent supportive or transitional housing, group homes, residential, mixed use, co-living

Director Lehto responded to questions from Council regarding “co-living”.
Discussion was held by Council

Director Lehto continued her presentation:

- Temporary encampments - Regulatory limits
    - Cottage housing - Updated standards

- Transitional housing, permanent supportive housing, indoor emergency shelters, indoor emergency housing – NEW item
- Residential parking design standards – NEW item
- Co-living – NEW item

The Council discussed the definition of Co-living as it regards renting out a room or rooms in one's residence and parking standards.
Director Lehto responded to questions from the Council
City Manager Swanson responded to questions from the Council
Director Lehto noted she would provide additional information to council

- Affordable housing development density bonuses for religious organizations – NEW item

Director Lehto provided an update on the Comprehensive Plan as follows:

- Battle Ground's Comprehensive Plan is drafted and ready for adoption
- Clark County is actively working through the adoption process with a target of June 2026
- Clark County Planning Commission recommended Battle Ground's preferred alternative with a modification not to remove Meadow Glade from the UGA

The Council discussed the modification not to remove Meadow Glade from the UGA
Director Lehto responded to questions from the Council.

Questions were raised by the Council regarding the formulation of a Code Review Board that includes citizens and businesses from the Battle Ground community.
City Manager Swanson responded to the question.
Director Lehto responded, noting the city engages and partners with businesses and developers to gather additional perspective regarding code revisions.

Further discussion was held by Council.
Director Lehto provided further clarification and responded to questions from the council.
Director Lehto noted she is currently reviewing the Legacy Standards.

CONSENSUS was reached by the Council to schedule a Study Session on Legacy Standards.

Battle Ground Municipal Code Updates - Processing Individually

- NEW – Master Plan
- 17.135.105 – Marijuana development regulations – Consider adding a 2nd retailer

  City Manager Swanson provided a brief statement regarding the codification of only allowing one Marijuana retailer and the request to revise the code to allow for a second retailer.
  The Council discussed the history of the code and the proposed update.
  The Council discussed the potential location of a second retailer.

CONSENSUS was reached by the Council not to revise the Battle Ground Municipal Code to add a 2nd Marijuana Retailer.
DISSENT: Mayor Overholser and Councilmember McCoy

- 17.135.150 – Trailer and Boat Storage

Director Lehto requested the Council further review proposed changes to BGMC 17.135.150.

The Council discussed the proposed draft revisions to BGMC 17.135.150 – Trailer and Boat Storage as requested by Director Lehto and provided guidance via consensus:

Proposed Draft Changes to BGMC 17.135.150 – Trailer and Boat Storage

1. 17.135.150 Storage of recreational vehicles and trailers in residential districts
   Recreational vehicles and trailers are defined as travel trailers, folding tent trailers, motor homes, truck campers removed from a truck or pickup, horse trailers, boat trailers with or without boats, other recreation trailers and utility trailers, and boats.

   Off-street parking of any recreational vehicle or trailer is allowed in residential districts, provided the following conditions are met:

   a. No more than three recreational vehicles or trailers may be parked outside on a single-family lot

   The Council discussed concerns regarding allowing three recreational vehicles or trailers on a single-family lot.
   The Council discussed adding language regarding property size

CONSENSUS was reached by the Council directing staff to leave the draft language in Section 1(a) as proposed.

   b. Recreational vehicles and trailers shall not be parked in the front yard. However, one (1) recreational vehicle or trailer is allowed to be parked on a legally established driveway. A legally established driveway must meet all other city codes related to driveways to be considered – permanent surface

   Discussion was held by Council

CONSENSUS was reached by the Council directing staff to limit the parking of recreational vehicles and trailers on a legally established driveway to one (1) as proposed in the draft language of Section 1(b). DISSENT: Councilmembers Vaile and Ferrer

   The Council discussed permanent surfaces and the ability (or lack thereof) to use gravel as a permissible surface for a driveway on the side of a permanent driveway surface.
   Director Herceg responded to questions from the Council
   Further discussion was held by the Council

   c. Recreational vehicles or trailers must be currently licensed and registered.

   Discussion was held by Council regarding the location of vehicles (front vs back yard) and mandating licensing and registration.

CONSENSUS was reached by the Council directing staff to remove Section 1(c) from the draft language.

   d. Recreational vehicles or trailers shall not extend into the public right of way or obstruct sight visibility

CONSENSUS was reached by the Council directing staff to leave the draft language in Section 1(d) as proposed.

e. Recreational vehicles or trailers must enter the lot via an approved driveway drop.
Discussion was held by the Council

CONSENSUS was reached by the Council directing staff to remove Section 1(e) from the draft language.

2026 CITY COUNCIL PRIORITIES – RECAP AND PROGRESS UPDATE **2:52 p.m.**

Presented By: *City Manager Kris Swanson, Deputy City Manager Rober Ferrier, and City Department Heads*
Summary: *The Council received a progress report on the City's 2026 goals and priorities in alignment with the adopted 2026 Annual Budget.*
Action to follow: *After discussion, the City Council provided direction to staff.*

City Manager Swanson provided a handout to Council entitled "December 2018 Battle Ground Roadmap." Ms. Swanson gave a brief introduction regarding the 2026 City Council Priorities.

Deputy City Manager Robert Ferrier provided a presentation on the Battle Ground Façade Improvement Program, including:

- *2025 Completion of the Old Town Sub-Area Plan*
- *Eligibility*
- *Eligible Improvements*
- *Ineligible Improvements*
- *Façade Improvement Grant scope, process, requirements, approval.*

The Council discussed the Façade Improvement design standards and project completion requirements.
Deputy City Manager Ferrier responded to questions from the Council.
Director Herceg responded to questions from the Council.

Police Chief Dennis Flynn provided a brief presentation of the 2025 & 2026 BGPD Statistics, including:

- *2025 Crime Statistics*
  - *2025 Person Crimes down 7.9%*
  - *2025 Property Crimes down 14.8%*
    - *Due to the increase in Fentanyl use, Chief Flynn anticipates higher property crimes in 2026*
  - *6% increase in traffic stops*
  - *3% increase in traffic tickets*
  - *11% reduction in traffic collisions*
  - *40% reduction in fatal collisions*
- *Patrol Staffing Update*
  - *2025 – 12-hour shifts*
    - *Used data to create peak hours with staggered start times*
  - *2026 – Implemented 11-hour schedule*
    - *Preliminary Results:*
      - *226 more officer initialed events (13.2% increase)*
      - *524 more car stops (45% increase)*
      - *63 more citations*

        - *2026 Overtime Expenses:*
            - *Jan/Feb 2026 Overtime hours have reduced 83% from 2025*
- *Improvements:*
    - *Detective Assignments*
    - *Community Services Officers (CSO)*
- *Target Zero Emphasis: Street Vision*
    - *A new program acquired by the Washington Safety Traffic to aid in traffic safety.*
- *Drone as First Responder (DFR)*
    - *BGPD may partner with nearby agencies to gauge interest and possible grant funding*
- *Community Service Officers (CSO) Updates*
    - *July 2025, the city's Code Enforcement Officer and Parking Enforcement Officer were relocated to the Police Department and reclassified as Community Service Officers*
    - *Provided examples of the code enforcement case backlog*
    - *Provided examples of code enforcement case completion and those that are still in progress.*
    - *Provided examples of long-term open cases.*
    - *There has been a decrease in parking enforcement due to the code enforcement backlog*
- *Out of State License Plate Enforcement*
    - *331 notices have been sent*
    - *Re-checks are currently being conducted with 19 citations written so far.*
    - *Goal is compliance, not fines.*

Councilmember Bowman left the meeting at 3:30 p.m.
Councilmember Boman rejoined the meeting at 3:33 p.m.

The Council discussed the presentation.
Chief Flynn noted that he has received a grant for cerotic artery scans for the Battle Ground Police Department.
Chief Flynn responded to questions from the Council.
The Council discussed BGPD having its own Facebook page
City Manager Swanson responded that an additional FTE would need to be hired to fill this request.
Chief Flynn responded that he is working on this, noting that his salaried admin staff are receiving training regarding posting to social media.

Public Works Director Mark Herceg provided a handout to the Council of the presentation's slides.
Director Herceg provided a presentation on 2026 City Council Priorities Recap & Progress Public Works Department, including:

- *Streets*
    - *Community Survey*
    - *Reconstruction*
        - *NW 20th Avenue (Main to Onsdorff)*
        - *SW 20th Avenue (6th to Scotton)*
        - *SW Scotton Way (503 to Parkway)*
        - *NE Grace Avenue (Main to 10th)*
    - *Mill & Fill*
        - *SW 20th Avenue (Main to 6th)*
        - *SW 20th Avenue (Scotton to Eaton)*

        - *SW Eaton Boulevard (West CL to west of 20th)*
        - *NW 1st Way (20th to 18th)*
        - *Salmon Creek Bridge (on Grace)*
    - *Progress Made*
- *Parks*
    - *Community Survey*
    - *Recap of Decisions Made*
        - *Remy Park*
        - *McConnell Park*
        - *Florence Robison Park*
        - *Kiwanis/Fairgrounds Parks*
        - *Parks Maintenance*
    - *Progress Made (Operations)*
- *Water*
    - *Community Survey*
        - *Parks Maintenance*
    - *Recap of Decisions Made*
        - *Tukes Mountain Reservoir #6*
        - *Wells #12 & #13*
    - *Progress Made*
- *Transportation*
    - *Community Survey*
    - *Recap of Decisions Made*
        - *Parkway/Main Signal Replacement*
        - *E Main Street Improvements*
        - *NE 1st Street Sidewalk*
        - *Grace/Eaton*
    - *Progress Made (Operations)*

The Council discussed the presentation

2027 CITY COUNCIL PRIORITIES – PREVIEW **3:46 p.m.**

Presented by: *City Manager Kris Swanson*

Summary: *The Council was presented with a preview of potential City Council priorities for incorporation into the draft 2027 Annual Budget.*

Action to follow: *Following the discussion, the City Council provided staff with guidance and direction*

Public Works Director Marck Herceg presented potential Public Works priorities for 2027

- *Streets*
    - *Community Survey: Maintenance of City streets is first on the priority list*
    - *Items to Consider:*
        - *Additional Reconstruction/Major Preservation*
        - *Annual Street Preservation*
    - *Information:*
        - *All general fund decisions should keep in mind other priorities*
            - *Eaton/Grace funding gaps as example*

Director Herceg responded to questions from the Council

- *Next Steps*
  - *Street re-ratings are occurring now. Further information will be provided at future meetings*
  - *2026 reconstruction work will provide info on pricing and construction sequencing*

- *Parks*
  - *Community Survey: Quality of city parks is fourth on the priority list*
  - *Items to Consider:*
    - *Remy Park*
    - *Purchasing of Park Land*
    - *Parks Maintenance*
  - *Information*
    - *Parks in PROS Plan abutting/in high growth areas*
    - *Neighborhood Parks – 3-5 acres*
    - *Community Park – 5-10 acres*
    - *Important to acquire land while still available*
  - *Next Steps*
    - *Staff will know more about available funding for Remy later in year (grant and state funding request)*

- *Facilities*
  - *Community Survey*
  - *Item to consider:*
    - *Construction of new facilities at Operations Center*
  - *Information:*
    - *Funding Is available to complete Phase 1 (Operations Center)*
    - *Funding is not currently available to complete Phase 2*
      - *Bonding/Loans? Staff is seeking guidance from Council whether to investigate these.*
  - *Next Steps:*
    - *Staff will provide a presentation on procurement options at a future Council meeting*
    - *Staff will provide information on bonding/loans if requested by Council*

The Council discussed Bonding and Loans
Director Lowery provided additional information regarding Bond/Loan costs.
Further discussion was held by the Council
Director Herceg responded to questions from Council

CONSENSUS was reached by the Council directing staff to investigate bonding and loans and to bring this before Council during a Study Session.

- Transportation
  - Items to Consider:
    - NW 5th Street - Project around school
    - Accommodate more pedestrians and student drop offs
    - Bus accommodation
  - Information
    - WSDOT will not approve RI/RO on SR 503 for Option #2 (NW 5th Street Project)
    - City traffic consultant confirmed there is no City benefit to Option #2

- WSDOT will not require payback of funds already spent, but the city will need to justify why the project won't move forward
- It is likely a funding gap of several million dollars exists.

- Next Steps
  - Dependent on Council direction

The council discussed the NW 5th Street project.
Director Herceg noted that WSDOT would not support Option #2 despite the proposed roundabout.
Director Herceg described the actions taken by engineering to take citizen concerns into account regarding safety.
The Council discussed the safety aspects of the project.

Consensus was reached by Council directing staff to continue the project and bring the item back before Council at a study session

FUTURE COUNCIL RETREAT DATE SELECTION UPDATE **4:11 p.m.**

Presented by: *City Manager Kris Swanson*
Summary: *The City Council discussed meeting dates for the Second Quarter Council Retreat scheduled for June 2026 and the Third Quarter Council Retreat scheduled for September 2026.*
Action to follow: *Upon conclusion of the discussion, the City Council provided staff with direction regarding the selection of dates for the Second and Third Quarter Council Retreats.*

CONSENSUS was reached to schedule the meeting dates for the Second Quarter Council Retreat in mid-June, and the Third Quarter Retreat at the end of September. Council instructed City Manager Swanson to send out a poll to councilmembers regarding preferred dates.

ADJOURNMENT
The special meeting was adjourned at **4:12** p.m.

_____ _____

Eric Overholser
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: March 16, 2026

Public Notice:

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- Информация имеется на русском языке по запросу на *cityclerk.info@cityofbg.org*.
- 如需相关信息的中文版本，请来函索取：*cityclerk.info@cityofbg.org*
- Za informacije na bosanskom jeziku obratite se na adresu *cityclerk.info@cityofbg.org*
- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa *cityclerk.info@cityofbg.org*
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

DRAFT

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALITY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $466,091.72 ON THIS, THE 25TH DAY OF FEBRUARY, 2026.

	ACCTG DATE	AMOUNT	
99453-99454	02/25/2026	$ 11,816.66	PAYROLL AP
BANK DRAFT	02/25/2026	$ 176,553.35	PAYROLL AP
BANK DRAFT	02/20/2026	$ 113,365.40	PCARD PAYMENT
99455-99489	02/23/2026	$ 164,356.31	REGULAR AP
		$ 466,091.72	

Battle Ground, WA

Check Register

Packet: APPKT04928 - US BANK 01/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
02286	U.S. BANK ONECARD	02/20/2026	Bank Draft	0.00	113,365.40	DFT0002935

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	304	1	0.00	113,365.40
EFT's	0	0	0.00	0.00
	304	**1**	**0.00**	**113,365.40**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	113,365.40
			113,365.40



Battle Ground, WA

Check Register

Packet: APPKT04941 - R AP 02/23/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00107	ALPHA IMPRESSIONS, INC	02/23/2026	Regular	0.00	54.80	99455
02737	BATTLE GROUND LIONS CLUB	02/23/2026	Regular	0.00	1,000.00	99456
04006	BURKE, GRANT	02/23/2026	Regular	0.00	184.57	99457
00484	CIVICPLUS, LLC	02/23/2026	Regular	0.00	3,586.79	99458
00869	CLARK COUNTY FIRE DISTRICT 5	02/23/2026	Regular	0.00	1,390.16	99459
00515	CLARK PUBLIC UTILITIES	02/23/2026	Regular	0.00	3,296.73	99460
02706	COMCAST	02/23/2026	Regular	0.00	16.03	99461
01497	CONSOR NORTH AMERICA INC	02/23/2026	Regular	0.00	5,354.40	99462
02557	CORE & MAIN LP	02/23/2026	Regular	0.00	792.55	99463
03740	COURTNEY RAE MENDOZA	02/23/2026	Regular	0.00	562.50	99464
03366	CUES, INC	02/23/2026	Regular	0.00	3,244.00	99465
00720	DICKS POINT S TIRE & AUTO SERVICE	02/23/2026	Regular	0.00	76.03	99466
00821	ENVIRO-CLEAN EQUIPMENT, INC	02/23/2026	Regular	0.00	5,804.02	99467
00827	ENVISION IT EMBROIDER IT, INC	02/23/2026	Regular	0.00	84.86	99468
03859	FLYNN, DENNIS	02/23/2026	Regular	0.00	180.00	99469
03321	FRAZIER, KEEGAN	02/23/2026	Regular	0.00	367.87	99470
03033	GLOBAL SECURITY & COMMUNICATI	02/23/2026	Regular	0.00	4,805.02	99471
04423	GOLEMAN, KATERA	02/23/2026	Regular	0.00	350.00	99472
01036	HELENA GREEN	02/23/2026	Regular	0.00	225.00	99473
01265	KINNAN, WADE	02/23/2026	Regular	0.00	463.77	99474
01394	MACKAY & SPOSITO, INC	02/23/2026	Regular	0.00	38,827.93	99475
04276	MADDEN FABRICATION, INC	02/23/2026	Regular	0.00	73,450.52	99476
02988	MARTA L. OCHOA-RUTHERFORD	02/23/2026	Regular	0.00	184.18	99477
02716	MENKE JACKSON BEYER, LLP	02/23/2026	Regular	0.00	688.30	99478
01447	METROWATCH	02/23/2026	Regular	0.00	761.49	99479
01464	MILLER, ROBERT	02/23/2026	Regular	0.00	526.08	99480
01673	OWEN EQUIPMENT COMPANY	02/23/2026	Regular	0.00	3,166.93	99481
04370	PETERSON MACHINERY CO	02/23/2026	Regular	0.00	5,968.59	99482
02795	PETERSON STRUCTURAL ENGINEERS	02/23/2026	Regular	0.00	4,552.00	99483
00930	RICOH USA, INC	02/23/2026	Regular	0.00	1,987.10	99484
02092	SECURITAS TECHNOLOGY CORPORA	02/23/2026	Regular	0.00	931.33	99485
02034	SKAMANIA COUNTY SHERIFF'S OFFIC	02/23/2026	Regular	0.00	563.78	99486
03320	TURF STAR WESTERN	02/23/2026	Regular	0.00	709.96	99487
02294	UNIFIRST CORPORATION	02/23/2026	Regular	0.00	177.62	99488
04425	VAILE, AIMEE	02/23/2026	Regular	0.00	21.40	99489

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	47	35	0.00	164,356.31
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	47	**35**	**0.00**	**164,356.31**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	164,356.31
			164,356.31

Battle Ground, WA

Check Register

Packet: APPKT04923 - PRAP022526

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00667	DEFERRED COMPENSATION	02/25/2026	Bank Draft	0.00	3,328.92	DFT0002930
00702	DEPT OF RETIREMENT SYSTEMS	02/25/2026	Bank Draft	0.00	54,269.68	DFT0002931
02559	INTERNAL REVENUE SERVICE- FED T	02/25/2026	Bank Draft	0.00	110,225.06	DFT0002932
01368	LIFE INSURANCE CO. OF NORTH AM	02/25/2026	Regular	0.00	1,670.03	99453
03434	MISSIONSQUARE	02/25/2026	Regular	0.00	10,146.63	99454
01528	NAVIA BENEFIT SOLUTIONS	02/25/2026	Bank Draft	0.00	1,401.64	DFT0002933
03461	WEALTH CARE SAVER	02/25/2026	Bank Draft	0.00	7,328.05	DFT0002934

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	2	0.00	11,816.66
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	5	0.00	176,553.35
EFT's	0	0	0.00	0.00
	26	**7**	**0.00**	**188,370.01**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2026	188,370.01
			188,370.01

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALITY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $434,740.25 ON THIS, THE 5TH DAY OF MARCH, 2026.

	ACCTG DATE	AMOUNT	
99490-99527	03/02/2026	$ 423,356.01	REGULAR AP
BANK DRAFT	03/03/2026	$ 11,384.24	FUEL AP
		$ 434,740.25	

Battle Ground, WA

Check Register

Packet: APPKT04962 - R AP 03/02/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
04076	ADVANCED EXCAVATING SPECIALIST	03/02/2026	Regular	0.00	89,381.13	99490
00075	AKS ENGINEERING & FORESTRY	03/02/2026	Regular	0.00	6,097.50	99491
00257	BATTLE GROUND LITTLE LEAGUE	03/02/2026	Regular	0.00	2,499.00	99492
03133	BRAD PIESCH AGGRESSIVE ENTERPRI	03/02/2026	Regular	0.00	95.00	99493
00346	BUD CLARY FORD HYUNDAI	03/02/2026	Regular	0.00	54,204.43	99494
00351	BUILDING MAINTENANCE SOLUTION	03/02/2026	Regular	0.00	5,011.80	99495
04358	CITY OF WASHOUGAL	03/02/2026	Regular	0.00	6,786.08	99496
00512	CLARK COUNTY TREASURER	03/02/2026	Regular	0.00	1,346.04	99497
00512	CLARK COUNTY TREASURER	03/02/2026	Regular	0.00	2,903.97	99498
00515	CLARK PUBLIC UTILITIES	03/02/2026	Regular	0.00	47,311.92	99499
00607	CREDC	03/02/2026	Regular	0.00	6,250.00	99500
00684	DEPT OF HEALTH	03/02/2026	Regular	0.00	10,440.20	99501
00712	DEPT OF TRANSPORTATION	03/02/2026	Regular	0.00	11.95	99502
04195	G DALE HANLEY	03/02/2026	Regular	0.00	500.34	99503
01003	HALME EXCAVATING	03/02/2026	Regular	0.00	44,571.30	99504
01007	HAMER ELECTRIC INC	03/02/2026	Regular	0.00	20,841.20	99505
03122	HEADLIGHT TECHNOLOGIES, INC	03/02/2026	Regular	0.00	13,774.89	99506
01192	J2 BLUE PRINT SUPPLY CO	03/02/2026	Regular	0.00	229.75	99507
01242	KAISER PERMANENTE	03/02/2026	Regular	0.00	296.00	99508
04428	KELLER, JIM	03/02/2026	Regular	0.00	395.81	99509
04421	KENNETH WALLACE LAW PLLC	03/02/2026	Regular	0.00	8,400.00	99510
02650	LAMPERT, JEREMY	03/02/2026	Regular	0.00	154.87	99511
03307	MES SERVICE COMPANY INC	03/02/2026	Regular	0.00	323.40	99512
01447	METROWATCH	03/02/2026	Regular	0.00	749.40	99513
01528	NAVIA BENEFIT SOLUTIONS	03/02/2026	Regular	0.00	200.00	99514
03029	NEW DAY ARBORIST	03/02/2026	Regular	0.00	5,299.14	99515
01728	PBS ENGINEERING & ENVIRONMENT	03/02/2026	Regular	0.00	6,147.50	99516
01781	POLLARD WATER	03/02/2026	Regular	0.00	1,420.72	99517
03248	PRECISION CONCRETE CUTTING INC	03/02/2026	Regular	0.00	4,340.04	99518
01829	PST INVESTIGATIONS	03/02/2026	Regular	0.00	2,263.00	99519
04422	ROBERTSON FICK ENGINEERING, PC	03/02/2026	Regular	0.00	348.75	99520
04181	SUN BADGE CO	03/02/2026	Regular	0.00	2,052.50	99521
03611	TERRACON CONSULTANTS, INC	03/02/2026	Regular	0.00	4,933.50	99522
02257	TRAILER CITY	03/02/2026	Regular	0.00	18,500.00	99523
03170	TRANSPO GROUP USA, INC	03/02/2026	Regular	0.00	8,859.03	99524
03951	VERTEX CONTRACTING LLC	03/02/2026	Regular	0.00	14,893.96	99525
02397	WALTER E. NELSON COMPANY	03/02/2026	Regular	0.00	450.83	99526
03149	WINDSOR MEP ENGINEERS, LLC	03/02/2026	Regular	0.00	30,844.56	99527
04226	DELTA DENTAL OF WASHINGTON	03/03/2026	Bank Draft	0.00	226.50	DFT0002940

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	55	38	0.00	423,129.51
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	226.50
EFT's	0	0	0.00	0.00
	56	**39**	**0.00**	**423,356.01**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2026	423,356.01
			423,356.01

Battle Ground, WA

Check Register

Packet: APPKT04965 - 03/2026 FLEET FUEL

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03043	US BANK VOYAGER FLEET SYSTEM	03/03/2026	Bank Draft	0.00	11,384.24	DFT0002941

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	11,384.24
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**11,384.24**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2026	11,384.24
			11,384.24

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY UNDER PENALITY OF PERJURY THAT THE MATERIALS HAVE BEEN FURNISHED, THE SERVICES RENDERED OR THE LABOR PERFORMED AS DESCRIBED, OR THAT ANY ADVANCE PAYMENT IS DUE AND PAYABLE PURSUANT TO A CONTRACT OR IS AVAILABLE AS AN OPTION FOR FULL OR PARTIAL FULFILLMENT OF A CONTRACTUAL OBLIGATION, AND THAT THE CLAIM IS JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND, AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY TO SAID CLAIM.

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $1,302,296.40 ON THIS, THE 10TH DAY OF MARCH, 2026.

	ACCTG DATE	AMOUNT	
99528-99532	03/10/2026	$ 18,060.75	PAYROLL AP
BANK DRAFT	03/10/2026	$ 364,899.68	PAYROLL AP
99533-99609	03/09/2026	$ 919,335.97	REGULAR AP
		$1,302,296.40	



Battle Ground, WA

Check Register

Packet: APPKT04980 - R AP 03/09/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03599	2 WATCH MONITORING INC OF VAN	03/09/2026	Regular	0.00	4,063.00	99533
00051	ADP SCREENING & SELECTION SERVI	03/09/2026	Regular	0.00	113.64	99534
02747	ALLEN, ADAM	03/09/2026	Regular	0.00	356.00	99535
04442	ANADYNE, LLC	03/09/2026	Regular	0.00	1,523.36	99536
00147	ANDREW W. WHEELER	03/09/2026	Regular	0.00	6,000.00	99537
04445	BG MAIN PROPERTY LLC	03/09/2026	Regular	0.00	592.00	99538
00295	BG PUBLIC SCHOOLS	03/09/2026	Regular	0.00	258,118.00	99539
00324	BRANDON C. CAMPBELL	03/09/2026	Regular	0.00	5,300.00	99540
00344	BSK ASSOCIATES	03/09/2026	Regular	0.00	696.00	99541
00393	CASCADE COLUMBIA DISTRIBUTION	03/09/2026	Regular	0.00	1,408.76	99542
03311	CENTRALSQUARE TECHNOLOGIES, LI	03/09/2026	Regular	0.00	578.70	99543
00428	CFM STRATEGIC COMMUNICATIONS	03/09/2026	Regular	0.00	4,680.00	99544
00473	CITY OF LA CENTER	03/09/2026	Regular	0.00	1,680.76	99545
00476	CITY OF RIDGEFIELD	03/09/2026	Regular	0.00	5,410.97	99546
02751	CLARK COUNTY FARM FORESTRY	03/09/2026	Regular	0.00	500.00	99547
00868	CLARK COUNTY FIRE DISTRICT 3	03/09/2026	Regular	0.00	24,355.50	99548
00499	CLARK COUNTY LAWN & TRACTOR, I	03/09/2026	Regular	0.00	34,742.23	99549
00512	CLARK COUNTY TREASURER	03/09/2026	Regular	0.00	214.96	99550
00512	CLARK COUNTY TREASURER	03/09/2026	Regular	0.00	761.46	99551
01497	CONSOR NORTH AMERICA INC	03/09/2026	Regular	0.00	55,985.03	99552
04436	COTOIA, HEATHER	03/09/2026	Regular	0.00	750.00	99553
03366	CUES, INC	03/09/2026	Regular	0.00	334.91	99554
00646	DATABAR	03/09/2026	Regular	0.00	6,136.29	99555
00693	DEPT OF LICENSING	03/09/2026	Regular	0.00	600.00	99556
00732	DISCOVERY CLEAN WATER ALLIANCE	03/09/2026	Regular	0.00	364,001.11	99557
04435	FAMILY OF CHURCHES	03/09/2026	Regular	0.00	1,250.00	99558
04433	FESTON, VALIANT J	03/09/2026	Regular	0.00	970.00	99559
04327	FORTUNE CASINO LA CENTER	03/09/2026	Regular	0.00	50.00	99560
03835	FREEDOM TOWING & TRANSPORT LI	03/09/2026	Regular	0.00	725.72	99561
04106	GEORGESON, AMY	03/09/2026	Regular	0.00	629.17	99562
02665	GLOBAL TRANSPORTATION ENGINEE	03/09/2026	Regular	0.00	330.00	99563
04443	HADDAD, RAGHEDA	03/09/2026	Regular	0.00	750.00	99564
04438	HAWES, RUTH	03/09/2026	Regular	0.00	100.00	99565
04439	HERTZ, RONALD & FRANCES	03/09/2026	Regular	0.00	120.00	99566
00530	ICC CODIFICATION, INC	03/09/2026	Regular	0.00	901.38	99567
04427	INTERACTIVE DATA, LLC	03/09/2026	Regular	0.00	977.40	99568
04294	INTERCOM LANGUAGE SERVICES	03/09/2026	Regular	0.00	170.00	99569
01179	IRON MOUNTAIN	03/09/2026	Regular	0.00	1,210.08	99570
03965	KAD CONSTRUCTION LLC	03/09/2026	Regular	0.00	57,860.18	99571
01268	KLEIN, TODD	03/09/2026	Regular	0.00	138.07	99572
01312	LAKESIDE INDUSTRIES	03/09/2026	Regular	0.00	297.67	99573
01378	LOOMIS	03/09/2026	Regular	0.00	454.40	99574
03553	MCCOY, TROY	03/09/2026	Regular	0.00	442.00	99575
01447	METROWATCH	03/09/2026	Regular	0.00	749.40	99576
03543	NORTHWEST COORDINATING COMM	03/09/2026	Regular	0.00	405.00	99577
01627	OFFICE OF STATE TREASURER	03/09/2026	Regular	0.00	15,496.48	99578
01646	ONE CALL CONCEPTS, INC	03/09/2026	Regular	0.00	80.62	99579
04249	OVERHOLSER, ERIC	03/09/2026	Regular	0.00	442.00	99580
01677	PACIFIC BREEZE PRODUCTS, INC	03/09/2026	Regular	0.00	78.54	99581
01728	PBS ENGINEERING & ENVIRONMENT	03/09/2026	Regular	0.00	12,277.25	99582
03783	PESTLOCAL LLC	03/09/2026	Regular	0.00	135.75	99583
01784	POLOS ELECTRONICS INC	03/09/2026	Regular	0.00	140.09	99584
03356	RYAN M BUSBY	03/09/2026	Regular	0.00	11,500.00	99585
04253	S&F LAND SERVICES LLC	03/09/2026	Regular	0.00	1,700.00	99586

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04444	SAYER, HEATHER	03/09/2026	Regular	0.00	350.00	99587
04432	SCOBBA, JULIANA D	03/09/2026	Regular	0.00	910.00	99588
02092	SECURITAS TECHNOLOGY CORPORA	03/09/2026	Regular	0.00	311.00	99589
02097	STATE OF WASHINGTON	03/09/2026	Regular	0.00	787.50	99590
04434	STORY, KATHIE J	03/09/2026	Regular	0.00	400.00	99591
02116	STRUCTURED	03/09/2026	Regular	0.00	619.19	99592
04005	SWANSON, KRIS	03/09/2026	Regular	0.00	2,064.02	99593
04430	T12 LLC	03/09/2026	Regular	0.00	2,400.00	99594
02585	TAPANI INC	03/09/2026	Regular	0.00	456.12	99595
02179	TECHNOLOGY INTEGRATION GROUP	03/09/2026	Regular	0.00	488.77	99596
02181	TERESA D JOHNSON, CPA INC	03/09/2026	Regular	0.00	1,276.84	99597
03611	TERRACON CONSULTANTS, INC	03/09/2026	Regular	0.00	956.50	99598
04235	THOMPSON, JESSICA	03/09/2026	Regular	0.00	50.00	99599
02242	TK ELEVATOR CORPORATION	03/09/2026	Regular	0.00	709.17	99600
02255	TRAFFIC SAFETY SUPPLY CO	03/09/2026	Regular	0.00	887.92	99601
02294	UNIFIRST CORPORATION	03/09/2026	Regular	0.00	177.62	99602
02319	VAN CLEAVE & ASSOCIATES, LLC	03/09/2026	Regular	0.00	180.00	99603
04154	VANCOUVER DEFENDERS	03/09/2026	Regular	0.00	500.00	99604
02343	VASILIY AND ALLA CLEANING SERVIC	03/09/2026	Regular	0.00	3,868.00	99605
02397	WALTER E. NELSON COMPANY	03/09/2026	Regular	0.00	593.65	99606
02419	WASHINGTON STATE PATROL	03/09/2026	Regular	0.00	72.00	99607
02497	WILCO	03/09/2026	Regular	0.00	1,195.31	99608
02518	WOODLAND SAW & CYCLE	03/09/2026	Regular	0.00	10,798.48	99609

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	77	0.00	919,335.97
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	87	**77**	**0.00**	**919,335.97**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2026	919,335.97
			919,335.97

Battle Ground, WA

Check Register

Packet: APPKT04967 - PRAP031026

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00067	AFLAC	03/10/2026	Regular	0.00	539.85	99528
00218	AWC EMPLOYEE BENEFIT TRUST	03/10/2026	Bank Draft	0.00	133,208.98	DFT0002943
00265	BATTLE GROUND POLICE ASSOC.	03/10/2026	Regular	0.00	1,450.00	99529
00667	DEFERRED COMPENSATION	03/10/2026	Bank Draft	0.00	3,328.92	DFT0002944
00702	DEPT OF RETIREMENT SYSTEMS	03/10/2026	Bank Draft	0.00	55,074.17	DFT0002945
00706	DEPT OF SOCIAL & HEALTH SERVICE	03/10/2026	Bank Draft	0.00	204.00	DFT0002946
02559	INTERNAL REVENUE SERVICE- FED T	03/10/2026	Bank Draft	0.00	109,521.14	DFT0002947
01241	KAISER FOUNDATION HEALTH PLAN	03/10/2026	Bank Draft	0.00	54,832.78	DFT0002948
01368	LIFE INSURANCE CO. OF NORTH AM	03/10/2026	Regular	0.00	2,515.52	99530
03434	MISSIONSQUARE	03/10/2026	Regular	0.00	10,706.38	99531
01528	NAVIA BENEFIT SOLUTIONS	03/10/2026	Bank Draft	0.00	1,401.64	DFT0002949
02175	TEAMSTERS LOCAL UNION NO. 58	03/10/2026	Regular	0.00	2,849.00	99532
03461	WEALTH CARE SAVER	03/10/2026	Bank Draft	0.00	7,328.05	DFT0002950

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	5	0.00	18,060.75
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	38	8	0.00	364,899.68
EFT's	0	0	0.00	0.00
	53	**13**	**0.00**	**382,960.43**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2026	382,960.43
			382,960.43

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kristin Lehto, Community Development Director
Date:	March 16, 2026
Proceeding Type:	CONSENT
Subject:	Municipal Code Updates

Legislative History:	
• Set Public Hearing:	March 16, 2026
• Presentation:	April 6, 2026
• Public Hearing:	April 20, 2026
• Council Action/Ordinances	May 4, 2026

Staff Report Summary

The purpose of this report is to set a public hearing date of April 20, 2026 for updates to the Battle Ground Municipal Code.

Background

A public hearing is required to consider legislative actions per BGMC 17.200.075.

Process

Battle Ground Municipal Code changes are proposed to Title 2, 6, 8, 10, 12, 13, 15, 17, and 18. The Planning Commission will consider these changes at their March 11, and 18 meetings.

The first Council presentation will occur on April 6, 2026, followed by a public hearing on April 20.

Staff Recommendation

Set a public hearing for April 20, 2026.

Legal Review

Legal Review will occur prior to Council Action.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 16, 2026
Proceeding Type:	Consent
Subject:	NE 1st Street Phase 2 – ROW Purchase Approval – Brauhn

Legislative History:	
• Admin:	October 20, 2025
• Consent:	March 16, 2026

Staff Report Summary

The City Council will consider approving the purchase of easements for the NE 1st Street Phase 2 project through passage of the consent agenda.

Background

The City has been working on the NE 1st Street Phase 2 project for a couple of years. Most recently, the City has been working to purchase the easements that will be necessary to construct the project. Through the design process it was determined that easements would be necessary from eight separate property owners. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

As discussed during the Admin portion of the October 20, 2025 Council Meeting, City staff would negotiate within the limits of City Policy to acquire said properties.

The City was able to negotiate a settlement with the owners of the Brauhn property for $1,600, which was the Fair Market Value. This purchase includes a temporary construction easement. This is the seventh of eight acquisitions that are necessary to construct the project.

Fiscal and Policy Implications

This project is included in the 2026 budget.

Goals and Objectives Relevance

Approval of this purchase meets the goal to "Improve And Maintain Infrastructure Improvements". Approving this purchase is one step in moving this project forward, which will ultimately improve existing transportation infrastructure.

Options

Option	Results
• Approve Purchase	City will purchase property so project can continue forward.
• Reject Purchase	City will not purchase property and project won't be able to move forward.
• No Action	Decision will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council approve purchase of a temporary construction easement on the Brauhn property in the amount of $1,600.

Attachments

A.	Temporary Easement

Legal Review

N/A, documents have been previously reviewed by Legal Counsel.

After recording return document to:

City of Battle Ground Washington
109 SW 1st Street, Suite 122
Battle Ground, WA 98604

Reference Number of Related Document: N/A
Grantor(s): David Brauhn and Kelsey Brauhn, a married couple
Grantee(s): City of Battle Ground Washington
Legal Description: #101 Sec 35 T4N R2EWM
Additional Legal Description is on Page 5 of Document.
Assessor's Tax Parcel Number: 091051060

TEMPORARY EASEMENT

NE 1st Street Sidewalk Improvements

The Grantor(s), **David Brauhn and Kelsey Brauhn, a married couple**, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **CITY OF BATTLE GROUND WASHINGTON, a municipal corporation of the State of Washington**, and its assigns, Grantee, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of supporting the construction of sidewalk improvements in the existing public right-of-way.

Said lands being situated in Clark County, State of Washington, and described in Exhibit A, attached hereto, and made a part hereof.

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate Eighteen (18) months from that date, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 12 months at the Grantee's option, before the termination date provided herein. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Administrative Offer Summary; whichever is higher. Grantee shall notify Grantor in writing and render payment prior to exercising this option.

TEMPORARY EASEMENT

It is understood and agreed that delivery of this temporary easement is hereby tendered and that the terms and obligations hereof shall not become binding upon the **City of Battle Ground Washington** unless and until accepted and approved hereon in writing for the **City of Battle Ground Washington**, by its authorized agent.

Dated: 7th Feb, 2026

GRANTORS

David Brauhn

Kelsey Brauhn

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 7th day of Feb before me personally appeared **David Brauhn and Kelsey Brauhn** to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act a5nd deed, for the uses and purposes therein mentioned.
GIVEN under my hand and official seal the day and year last above written.

(SEAL)
NOTARY PUBLIC
STATE OF WASHINGTON
MORGAN M WHITE
MY COMMISSION EXPIRES
JUNE 30, 2027
COMMISSION # 23036364

Notary Public in and for the State of Washington, residing at Battle Ground

My commission expires June 30 2027

TEMPORARY EASEMENT

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Ryan Jeynes City Engineer

Date:_____

STATE OF WASHINGTON)
: ss
County of _____)

On this _____ day of _____ before me personally appeared _____, to me known to be the _____, for the **CITY OF BATTLE GROUND WASHINGTON**, and that he/she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said **CITY OF BATTLE GROUND WASHINGTON**, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

_____
Notary Public in and for the State of Washington
Residing at: _____
My commission expires _____

TEMPORARY EASEMENT

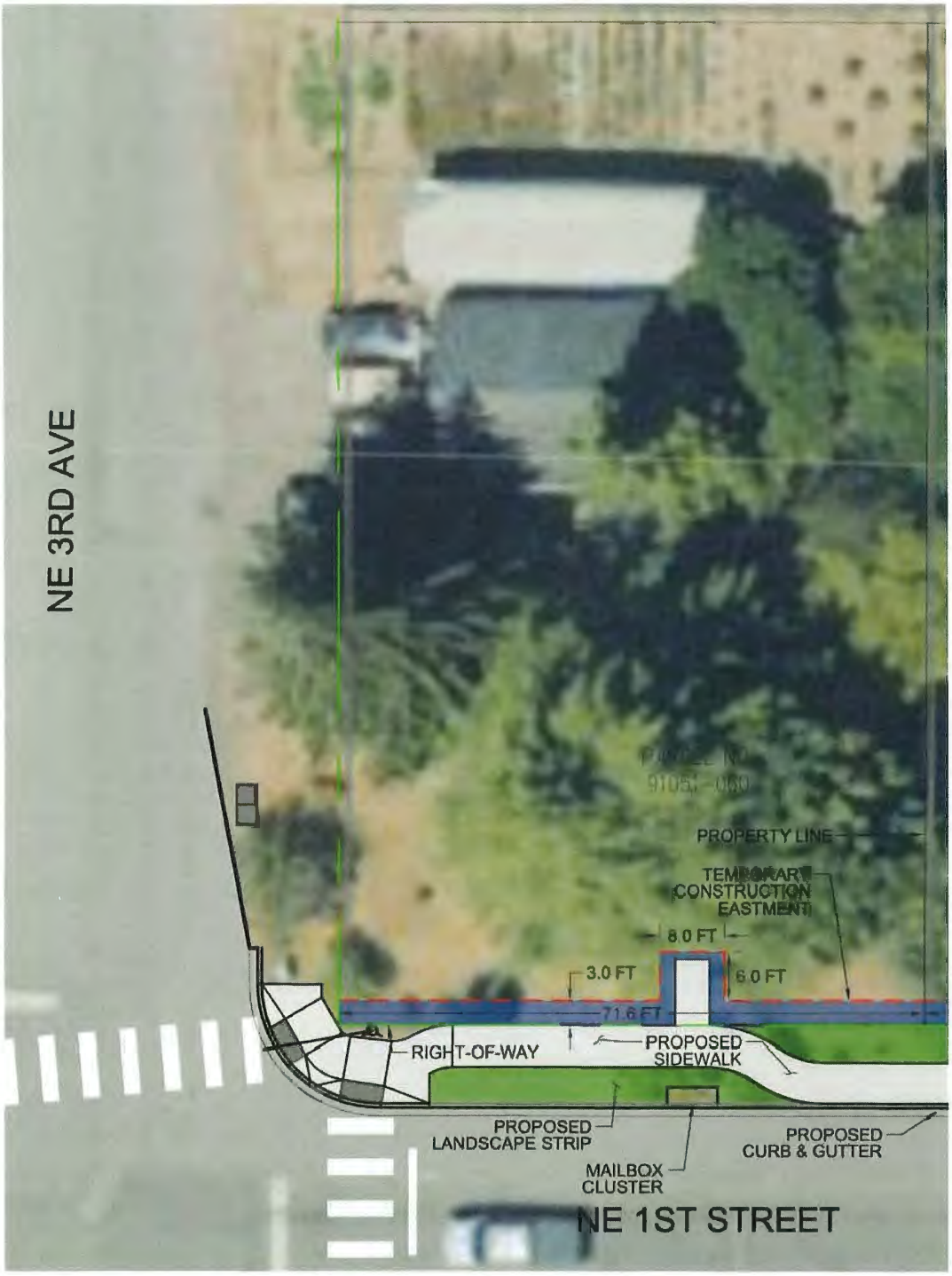
Exhibit A

BEGINNING at a point 836 feet East and 290 feet North of the Southwest corner of Section 35, Township 4 North, Range 2 East of the Willamette Meridian, Clark County, Washington; thence West 26 feet to a certain iron peg to be use as a point of beginning; thence North 200 feet; thence East 150 feet; thence South 200 feet; thence West 150 feet to said iron peg used a point of beginning.

EXCEPT the North 75 feet thereof.

ALSO EXCEPT the East 70 feet thereof.

ALSO EXCEPT County Roads.



TCE AREA

263 ± SF

NE 1ST STREET - CONSTRUCTION EASEMENTS

EXHIBIT B

PARCEL #: 91051-060

ADDRESS: 302 NE 1st St

0' 20' 40'

SCALE: 1" = 20'

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 16, 2026
Proceeding Type:	Consent
Subject:	Clark County Construction Agreement

Legislative History:	
• Action:	March 16, 2026

Staff Report Summary

The City Council will consider authorizing the City Manager to sign an Interlocal Agreement with Clark County for the purpose of bidding and/or constructing improvements on each other's behalf.

Background

With city limits abutting Clark County's jurisdiction, there are times when the two jurisdictions have projects that abut or overlap. This Agreement will allow either jurisdiction to include each other in their Bids or to construct said improvements (with the jurisdiction paying said costs) to more efficiently complete these projects.

An example of this is the city is proposing to mill & fill a portion of Eaton this year. There is a small portion of this project that lies within county jurisdiction. Rather than the county bidding their portion separately it is more efficient and cost effective for the city to bid this portion, have our contractor construct the work, and then have the county pay for the work. This Agreement allows for this to happen.

Fiscal and Policy Implications

All work completed under this Agreement would be included in the Budget and is done on an as requested basis.

Goals & Objectives

Approving this Interlocal Agreement would achieve the City Council's goal to improve and maintain infrastructure systems as there are times when the City or County can work together to more effectively implement infrastructure improvements.

Options

Option	Results
• Authorize Signing Of Agreement	County and City will be able to work together on projects.
• Do Not Authorize Signing Of Agreement	County and City will not be able to work together on projects.
• No Action	Signing of agreement will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the Interlocal Agreement with Clark County for construction.

Attachments

A.	Interlocal Agreement

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Agreement	Intergovernmental Agreement For Public Works Construction	Reviewed by Kirk Ehlis on March 10, 2026.

INTERLOCAL AGREEMENT
BETWEEN
CLARK COUNTY and CITY OF BATTLE GROUND, WA
For
FOR PUBLIC WORKS CONSTRUCTION

THIS IS AN INTERLOCAL AGREEMENT (Agreement) made and executed by and between Clark County, a political subdivision in the State of Washington (County), and the City of Battle Ground, a municipal corporation of the State of Washington (City).

WHEREAS, pursuant to Washington's Interlocal Cooperation Act, chapter 39.34 RCW, which authorizes local governments to contract with other public agencies via interlocal agreements (ILAs) that enable them to work together to provide services or facilities to the public; and

WHEREAS, the County and City each regularly contract for construction of public works projects pursuant to the competitive bidding requirements of RCW Chapter 39.04; and

WHEREAS, on occasion efficiency and economy of scale mandate that it is in the public interest to include Work needed by one party in the other party's Project, and

WHEREAS, the City has asked the County to construct improvements on its behalf, and the County has asked the City to construct improvements on its behalf; and

WHEREAS, both the County and the City are willing to accommodate based on the terms and conditions of this Agreement.

NOW, THEREFORE, pursuant to RCW 39.34 and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits which are incorporated and made a part hereof,

THE PARTIES AGREE TO AS FOLLOWS:

1. **PURPOSE**. The purpose of this Agreement is to permit the parties to make the most efficient use of their resources to carry out public works projects subject to competitive bidding under

RCW Chapter 39.04 by enabling them to cooperate to include each other's work in those projects. This Agreement authorizes the design and/or construction of the User's Work in connection with public works Projects of the Contracting Party and its duly-authorized third party contractors on a case-by-case basis following the procedures set forth in this Agreement.

2. **RECITALS ADOPTED**. The recitals set forth above are hereby adopted as the factual basis for this Agreement.

3. **DEFINITIONS**. Unless otherwise indicated in the text of this Agreement, the following terms are defined as set forth below:

"Agreement" means this document and its terms, conditions, covenants, and performances contained, as well as the attached Exhibits, which are incorporated herein and made a part hereof.

"Contracting Party" means the party who solicited for and/or established the construction contract and who assumes responsibility for the supervision of the Project, including but not limited to implementation of the public works bidding process pursuant to RCW Chapter 39.04; overseeing construction; ensuring proper payments; collecting, reviewing, and approving required documentations; and ensuring proper contract closeout.

"Default" means failure to meet requirements as described in Section 1-08.10(1) of the 2026 Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, and specifically includes failure by the User to make payment according to the terms of this Agreement.

"Facilities" means equipment and structures installed within the scope of the User's Work as defined herein.

"Project" means a public works project specified in a bid package generated by the Contracting Party pursuant to RCW Chapter 39.04 for the purpose of hiring a contractor to complete the specified Project. When the parties elect to proceed under this Agreement, the Project will also include the User's Work as an option, and the bid package shall include all drawings, specifications, documents, estimates, paperwork, bid forms, and bid bonds relevant to the User's Work.

"Punch list" means a list of tasks to be completed in order for the Work to be complete and accepted by the User.

"User" means the party who requests that its specified Work be completed in connection with the Contracting Party's Project.

"Work" means all survey, engineering including plans and the project design process, materials, equipment, labor, contract administration, construction inspection, and any other efforts to complete the additions to the Project as requested by the User.

"Working days" means Monday through Friday, excluding Washington State holidays per RCW 1.16.050.

"WSDOT" means Washington State Department of Transportation.

4. **WORK REQUEST**.

4.1. **Communication**. The Public Works Departments of the County and City have historically worked together to coordinate planned public works development and maintenance. The parties agree to continue to exercise reasonable efforts to keep each other informed of projects planned and the timetables for those projects, particularly for those projects that may have an impact on the other party.

4.2. **Initiation of Work Request**.

4.2.1. Pre-bid. The User shall deliver a written Work Request to the Contracting Party for the Work to be integrated into the Contracting Party's planned Project not less than one year prior to the date that the bid package will be issued, unless the time deadline is waived by the Contracting Party, in the sole discretion of the Contracting Party.

4.2.2. Change Order. In the event that a Work Request has not been submitted pre-bid as in Section 4.2.1 above, the User may request that the Contracting Party integrate Work into a Project through use of a change order on a Project that is in progress, if such a change order is properly within the scope of the accepted bid as described in the WSDOT Local Agency Guidelines, Chapter 52. The decision whether to include the change order or not shall be determined in the sole discretion of the Procurement Services or Purchasing Department of the Contracting Party. The User shall deliver a written Work Request to the Contracting Party not less than twenty (20) days prior to the date that the Work is to be performed, unless the time deadline is waived by the Contracting Party, in the sole discretion of the Contracting Party.

4.2.3. Form of Work Request. Each Work Request shall be in writing and shall specify the Work required. To the extent available, the Work Request shall specify the amounts and types of labor, equipment, and materials required, the location of the Work, the estimated cost of the Work, and other information pertinent to the request. The request shall be made substantially in the form attached hereto as Exhibit A. The Work Request form may be revised by agreement of the parties as necessary to implement this Agreement, without the

necessity of amendment of this Agreement.

4.2.4. Verbal Work Request. In cases of emergency or unforeseen circumstances necessitating prompt action, so long as the cost for the Work is estimated to be less than $20,000, the Work Request may be made verbally but must be documented in writing as required herein within 48 hours of the verbal request or by the next working day, whichever is longer.

4.3. **Agreement to Perform**.

4.3.1. Discretion to Accept or Reject. Acceptance or rejection of the Work Request in connection with each Project shall be within the sole discretion of the Contracting Party. Each party recognizes and agrees that the work of the Contracting Party takes first priority in making the determination whether to accept or reject a Work Request.

4.3.2. Timelines. Upon receipt of a Work Request, the Contracting Party shall, within five (5) working days, indicate acceptance or rejection of the Work Request, confirm the User's estimated cost of the Work if such information is available, and obtain an authorized approval signature from the Contracting Party on the Work Request form, and return one copy to the User.

4.3.3. Cost of Work. For each Project, the Contracting Party may accept the bid of the lowest responsible and responsive bidder for the Project, or the change order cost for the Work as controlled by the Project contract. Both parties acknowledge and agree that the cost to perform the User's Work in these circumstances may on occasion not reflect the lowest possible cost. The User's sole remedy in such circumstances is to opt out of performance of the Work under this Agreement pursuant to Section 4.3.5, in the User's sole discretion.

4.3.4. Reimbursable Work Order Requisition. If the Contracting Party and the User agree to proceed with performance of the User's Work, they shall both document that agreement by completing a Reimbursable Work Order requisition or in the form required by the Contracting Party. The Reimbursable Work Order requisition shall include or attach an itemized cost estimate for the Work including construction administration and overhead charges for the Contracting Party. The User may attach additional documentation to Reimbursable Work Order requisition specifying details of the Work, prior to the document being signed by both parties.

4.3.5. Opt Out

4.3.5.1. *Opt Out Prior to Award of Bid*. Prior to award of the bid either party may opt out of performance of Work under this Agreement by notifying the other party in writing

prior to the award of the bid for the Work. Opting out shall only be allowed if the Work is included in the bidding documents as an Additive Alternate. The User is responsible for determining, prior to bid advertisement, the budgeted funds that are available to cover the cost of the Work included in the Additive Alternate. This budgeted fund amount will be used in determining whether or not the Work will be awarded. If the bid for the Additive Alternate is within the budgeted funds, the Work will be awarded. If the bid for the Additive Alternate is higher than the budgeted funds, then the User may opt out. If the Work is awarded then the Work will be completed as governed by the construction contract and the change order terms of this agreement.

4.3.5.2. *Opt Out Prior to Approval of Change Order Under Section 4.2.2*. Prior to approval of a change order to add Work on a Project that is in progress, using the process set forth in Section 4.2.2 of this Agreement, either party may opt out of performance of the change order under this Agreement by notifying the other party in writing prior to the approval of the change order.

4.3.5.3. After award of the bid or approval of a change order for any contracted portion of the Work, a party may opt out of performance of the Work under this Agreement only in the event of Default as defined herein.

4.3.5.4. If either party opts out of performance of the Work under this Agreement prior to the fulfillment of the terms stated herein, the party opting out shall reimburse the other party for all actual direct and related indirect expenses and costs, including but not limited to design, survey, engineering work, mobilization, construction engineering, contract administration and overhead costs, and contract labor, incurred up to the date of opt out associated with the Work, as well as the cost of non-cancelable obligations, including any redesign, re-engineering or re-estimating, if necessary, to delete the Work, and contractor claims payable, if any. Each party agrees to provide to the other party all Work-related documents upon final payment by the obligated party.

5. **RESPONSIBILITIES OF PARTIES**.

5.1. The Contracting Party is responsible to contract for or issue a change order for performance of the Work as required in this Agreement. The Contracting Party's bid package or change order shall include all drawings, specifications, documents, estimates, paperwork, bid forms, and bid bonds relevant to the User's Work. The User shall have the opportunity to review the above documents and make changes. The Contracting Party will exert its best efforts in overseeing performance of User's Work.

5.2. The User is responsible for determining, prior to award of a bid or approval of a change order for its Work, that budgeted funds are available to cover the cost of the Work. The User is responsible to pay the Contracting Party as required under this Agreement for the cost of the Work.

6. **PLANS, SPECIFICATIONS AND BIDS**.

6.1. The Contracting Party, acting on behalf of the User, agrees to contract for performance of the User's Work, in accordance with the Plans and Specifications. The Project Amendments, Special Provisions and Plans will be developed by either the User, or by the Contracting Party with guidance from the User and User-provided information, as agreed by the parties on a case-by case basis for each Work to be performed under this Agreement.

6.2. The construction requirements for Work shall be as set forth in the most current version of the Washington State Standard Specifications for Road, Bridge, and Municipal Construction, the project Amendments, the Special Provisions and the Plans.

6.3. The process by which the project Amendments, Special Provisions and Plans are developed shall be as follows: The party designing the Work, as agreed on a case-by-case basis, shall provide the other party an engineering design for the proposed Work. The other party's engineering staff shall have up to three (3) weeks to review the design and return redline comments to the designing party's engineering staff. The designing party will address the comments, make changes, and provide a revised plan to the other party within three (3) weeks, at which time the other party shall have up to three (3) weeks to provide a final review with redline comments. The designing party will make the final revisions and provide a final plan to the other party for review and approval within three (3) weeks. That other party will have up to three (3) weeks to approve the final plan. Project Amendments and Special Provisions will be developed using the same review process. The User's engineer must provide written approval for the final Plans, Amendments and Special Provisions or they will not be included in the Contracting Party's Project. Time deadlines under this subsection may be varied from or waived by mutual written or email agreement of the parties.

6.4. The Contracting Party will incorporate the Plans, project Amendments and Special Provisions into the Project in accordance with the User's requirements. The User agrees that it is solely responsible for ensuring that all User standard requirements are set forth in the adopted project Amendments, Special Provisions, and Plans, and that it has supplied the Contracting Party with all applicable standards, codes, regulations, or any other requirements the User is obligated to meet.

6.5. The Contracting Party will include the User's Work in the bid advertisement for the

Project. The User's Work shall be prepared as a separate Additive Alternate in the bid package. The Contracting Party will be the User's representative throughout the entire procurement process, from advertisement to contract closeout. When requested by the Contracting Party, the User shall timely assist the Contracting Party in answering bid questions and resolving any design issues related to the Work. All comments and clarifications related to the bidding process must go through the Contracting Party and not directly to the prospective bidders. The Contracting Party will provide the User with written notification of the bid price no later than two (2) days after the bid opening for all Work items for which the User is responsible. The User shall respond in writing to the Contracting Party, stating its acceptance or opt out of the Work items, within two (2) working days of the written notification time deadlines under this subsection may be varied from or waived by mutual written or email agreement of the parties.

6.6. Should the User opt out of the Work items, the Contracting Party shall delete those items from the Project. The User agrees to reimburse the Contracting Party for engineering costs and direct and related indirect costs incurred by the Contracting Party for deleting the Work from the Project, and to pay such costs in accordance with Section 9 (Billing Method and Process).

7. **CONSTRUCTION, INSPECTION, AND ACCEPTANCE**.

7.1. The Contracting Party agrees to administer the Work on behalf of the User.

7.2. All materials removed by the Contracting Party shall be reclaimed or disposed of by the Contracting Party and shall become the property of the Contracting Party or the contractor, if designated in the project Amendments or Special Provisions.

7.3. All formal contacts between the User and the Contracting Party's contractor shall be through the Contracting Party's representatives. The parties agree to cooperate in allowing the User to have such informal contact with the contractor as may be useful for efficient completion of the Work and Project. In the event of a disagreement about such contract, the Contracting Party's determination shall be final.

7.4. The Contracting Party shall promptly notify the User in writing when the Work is completed.

7.5. Upon the request of the User, the Contracting Party will provide the User with inspection documentation, including but not limited to inspection reports, backfill test results, closed circuit TV reports, if available, and material submittals.

7.6. The User shall, within ten (10) calendar days of being notified that the Work is

completed, complete any necessary walk-through or inspection of the Work and (a) deliver a written letter of acceptance to the Contracting Party, or (b) deliver to the Contracting Party a written explanation in punch list format detailing the reasons why the Work does not comply with the approved Plans and Specifications. The User agrees to work diligently and in good faith with the Contracting Party to resolve any issues relating to the Work so as not to delay the Contracting Party's Project. If issues raised by the User are resolved, the User shall immediately deliver to the Contracting Party the letter of acceptance.

7.7. If the User does not respond within ten (10) calendar days as provided in Section 7.6, the Work and the administration thereof will be deemed accepted by the User, and the Contracting Party shall be released from all future claims and demands.

7.8. Upon completion and acceptance of the Work pursuant to Sections 7.6 and 7.7, the User agrees that it shall be solely responsible for all future ownership, operation and maintenance costs of any facilities constructed by the Work, without expense to the Contracting Party.

7.9. The Contracting Party will prepare the final construction documentation in general conformance with the Contracting Party's construction practices. The final construction documentation will not include the User's Work unless specifically requested by the User. If the User so requests, the Contracting Party will maintain one set of plans as the official "as-built" set, then make notations in red of all plan revisions typically recorded per standard practice of the Contracting Party. Once the User has accepted the Work per Sections 7.6 or 7.7, the Contracting Party upon request by the User will provide one copy of the record drawing to the User.

8. **COST OF WORK**.

8.1. The User shall be responsible for the actual direct and related indirect costs of the Work, including but not limited to project management, design, survey, engineering work, mobilization, construction engineering, and contract administration and overhead costs. An itemized estimate of the User's responsibility for costs for the Work to be performed by the Contracting Party on behalf of the User will be exchanged between the parties pursuant to Section 4.3.4. The parties agree that the cost estimate is provided only for informational purposes, and that the User's total financial responsibility may be more or less than the amount indicated in the Cost Estimate, dependent upon the actual costs of the Work.

8.2. The parties' agents designated in Section 13 may adjust the scope and compensation levels of performance of Work under this Agreement to allow for inflation and cost increases, costs for new services, and reduced costs from reductions in services, as long as the total amount of such adjustments is equal to or less than twenty five percent (25%) plus three

percent (3%) for taxes.

9. **BILLING METHOD AND PROCESS**.

The User, in consideration of the Work to be done by the Contracting Party, agrees to pay the Contracting Party for the actual direct and related indirect cost of all Work for which the User is responsible, including any design, survey, engineering work, mobilization, construction engineering, administration and overhead costs. The Contracting Party shall invoice the User, providing with the invoice sufficient documentation and information to justify the costs. The User agrees to pay the Contracting Party within thirty (30) calendar days of receipt of an invoice; provided, that if the User disagrees with all or part of an invoice, the User shall notify the Contracting Party of the disagreement within twenty (20) calendar days of receipt of an invoice. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. The User shall pay all parts of an invoice that are not contested within the thirty-day period. The User shall pay a contested portion of an invoice within thirty (30) calendar days after the parties resolve the disagreement.

9.1. Billing for services will be monthly until the Project is complete.

9.2. Payments that are not paid within the applicable periods in Section 9.1 shall be considered delinquent. Delinquent charges shall accrue interest from the date of delinquency until paid, at an interest rate of one percent (1%) per month, and shall be assessed a twenty-five dollar ($25.00) late charge each month that the amount is delinquent.

9.3. Payments will be remitted to the following address:

City of Battle Ground
Finance Department
109 SW First Street
Battle Ground, WA 98604

Clark County Public Works
Finance Department
PO Box 9810
Vancouver, WA 98666-9810

9.4. Should the User fail to make payment according to the terms of this Agreement, the Contracting Party shall have the right to terminate this Agreement, charging the User for the Contracting Party's associated costs of termination including non-cancellable items, Contracting Party costs resulting from a delay due to the termination, and unpaid contractor charges for the User's Work, in addition to any additional costs referenced in this Agreement.

10. **CHANGE IN WORK OR COST INCREASE**.

10.1. **Increase in Cost**: If unforeseen conditions cause the cost of the Work to exceed the bid amount or change order approval amount (including sales tax, engineering, and

contingencies) by more than twenty five percent (25%), the Contracting Party will notify the User of such increase within five (5) working days of the date the Contracting Party receives information concerning such cost increase.

10.2. If the Contracting Party desires to add to or change the Work, it shall give advance notice to the User, except as provided in Section 10.3 below. The User shall respond to the Contracting Party's request as soon as practicable, but no more than five (5) working days of receipt of the request. The Contracting Party cannot proceed with the addition or change to the Work unless the User approves the addition or change in writing. If the User fails to respond to the Contracting Party's request, the User shall be deemed to have denied the request. The User agrees to pay all costs associated with any User-approved addition or change to the Work, as well as the costs of Project or Work delays and/or Contracting Party approved contractor claims associated with the User's failure to respond timely.

10.3. When the Contracting Party determines that a change in the Work is required to mitigate a Project emergency or safety threat, the Contracting Party will direct the change without the User's prior approval. The Contracting Party will notify the User of such change and the basis for the emergency or safety threat as soon as possible thereafter, within no more than 48 hours.

10.4. The User may request in writing additions to the Work. If the Contracting Party accepts the request, it shall notify the User in writing. The Contracting Party will implement the requested changes as change orders as long as the change does not negatively impact the Contracting Party's facilities and complies with the Special Provisions, Plans, Project Amendments, Standard Specifications, Project permits, applicable laws, rules and regulations, and/or Contracting Party design policies, and does not unreasonably delay critically scheduled Project activities.

10.5. The User agrees to pay for the increases in Project cost, if any, attributable to the elective changes approved under Section 10.4 in accordance with Section 9 (Billing Method and Process).

10.6. The Contracting Party will make available to the User all change order documentation related to the Work.

10.7. Any contractor request submitted to the Contracting Party for permission to use different materials or structures for the Work will be provided to the User for immediate review. The User will have five (5) working days to advise the Contracting Party as to whether it accepts the different material or structure. If no response is made within the five (5) working days by the User, the User waives its right to object to any subsequent determination. The Contracting

Party's construction engineer will make a determination on the User's behalf.

11. **FRANCHISE OR PERMIT**. The User shall be responsible to apply for and obtain a permit and/or franchise required. A copy of the permit and/or franchise shall be provided from the User to the Contracting Party a minimum of forty-five (45) calendar days prior to the bid publish date for the Project, in order to include it with the bid packet.

12. **RIGHT OF ENTRY**. If necessary to carry out the Work, the User agrees to arrange for rights of entry for the Contracting Party and its contractors upon all privately owned lands upon which the User has a claimed property right. The rights of entry may include reasonable entry and use restrictions. The User will provide the Contracting Party with written documentation of such rights of entry within five (5) working days prior to the date of Notice to Proceed to the Contracting Party's. contractor.

13. **ADMINISTRATION/COMMUNICATIONS**. Contract managers designated by the Public Works Director of each party shall administer this Agreement, monitor service level and budget provisions of this Agreement, communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

14. **DISPUTE RESOLUTION**. In the event of a dispute between the parties which cannot be resolved by the contract managers, the County Administrator and the City Manager or their designated representatives shall review such dispute and may attempt to resolve the dispute.

    14.1. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of this Agreement that cannot be resolved by the County Manager and the City Manager may be submitted to mediation. If the dispute is not resolved through mediation, it may be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW upon agreement by both parties.

    14.2. In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that any such action or proceedings shall be brought in the Superior Court of Clark County, Washington. Each party shall be responsible for its own attorney's fees and related costs.

15. **INDEPENDENT CONTRACTOR**. Both parties shall be deemed independent contractors for all purposes, and the employees of each party and any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be the employees of the other party. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its own personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of the County an employee of the City or any employee of the City an employee of the County for any purpose, including but not limited to, withholding of taxes, payment of benefits, workers' compensation pursuant

to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

16. **HOLD HARMLESS/INDEMNIFICATION**. The User will hold harmless, indemnify, and defend the Contracting Party and its elected or appointed officials, agents, and employees from all claims, actions, damages, or expenses arising out of, or in conjunction with, the performance of the work performed by Contracting Party. This obligation shall not include claims, costs, or damages caused by the sole negligence of the Contracting Party or its elected or appointed officials, agents, and employees.

    Waiver of Worker's Compensation Immunity. This hold harmless and indemnification shall include any claim made against a party by an employee of another party or an employee of an agent or subcontractor of a party even if the party is otherwise immune from liability pursuant to the Washington workers' compensation statute, Title 51 RCW or the Oregon workers' compensation statute, Chapter 656 ORS.

    Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Contracting Party, and its agents or employees, and the User, and its agents or employees, and involves those actions covered by RCW 4.24.115, both the Contracting Party and the User shall be liable only to the proportional extent of their respective negligence.

17. **RIGHT TO PARTICIPATE**. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against either party, to the extent allowed by law, each party retains the right to participate in said suit if any principle of public law is involved.

18. **ATTORNEYS FEES AND COSTS**. The parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

19. **NO THIRD-PARTY BENEFICIARY**. The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and City do not intend there be any third-party beneficiary to this Agreement.

20. **NOTICE**. Notices, request, demands, consent, approval or other communication required or relating to this Agreement shall be in writing and will be deemed to have been given when personally delivered, sent by email, sent by facsimile with a sent confirmation page, or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, addressed to the party for whom it is intended at the addresses listed below. Any Party to this Agreement may add additional addresses or change its address for purpose of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other party in the manner prescribed in

this section. Unless otherwise directed in writing, notices shall be made to the following address:

To the City:	CITY OF BATTLE GROUND 109 SW First Street Battle Ground, WA 98604 Attention: Public Works Director
To the County:	CLARK COUNTY PUBLIC WORKS PO Box 9810 Vancouver, WA 98666-9810 Attention: Public Works Director

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change.

21. **WAIVER**. No waiver by either party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

22. **TERM**. The term of this Agreement is for a period of ten (10) years, from April 1, 2026, through March 31, 2036

23. **EXTENSIONS**. The term of this Agreement shall automatically be extended in five-year increments, up to a maximum of fifteen (15) additional years, through March 31, 2051, without further authorization of the Clark County Council or the City Council. Either party may choose to terminate such extension of this Agreement by notifying the other party in writing ninety (90) days prior to termination.

24. **TERMINATION**. Either party may choose to terminate this Agreement by notifying the other party in writing ninety (90) days prior to termination.

25. **INTERLOCAL COOPERATION ACT COMPLIANCE**. This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 21 (Term), 22 (Extensions), and 23 (Termination). Its method of termination is set forth in Section 23. Its manner of financing and of establishing and maintaining a budget therefore is described in Sections 8 (Cost of Work) and 9 (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

26. **ENTIRE AGREEMENT**. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

27. **AMENDMENT**. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the City Manager and the County Manager, or their

respective designees, and legislative bodies of both parties, except as provided in previous sections.

28. **AUDIT AND RECORDS**. During the progress of the work and for a period of not less than three (3) years from the date of final payment, both parties shall maintain the records and accounts pertaining to the work and shall make them available during normal business hours and as often as necessary , for inspection and audit by the other Party, State of Washington, and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the work will be furnished upon request. The requesting party shall pay the cost of copies produced. If any litigation, claim or audits are commenced, the records and accounts along with supporting documentation shall be retained until any litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the three-year retention period.

29. **DOCUMENT EXECUTION AND FILING**. The County and the City agree that there shall be three (3) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the County and the City. Upon execution, one executed original of this Agreement shall be retained by the Battle Ground City Clerk and one shall be retained by the County. The Battle Ground City Clerk shall cause a copy of this agreement to be posted on the City website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the city' s website, each such duplicate original shall constitute an agreement binding upon all parties. One each of the duplicate originals shall be distributed to the designated agents of the parties, named as follows:

To the City:	CITY OF BATTLE GROUND 109 SW First Street Battle Ground, WA 98604 Attention: Public Works Director
To the County:	CLARK COUNTY PUBLIC WORKS PO Box 9810 Vancouver, WA 98666-9810 Attention: Public Works Director

30. **RATIFICATION**. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

31. **SEVERABILTY**. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the ____day of ____, 2026.

CLARK COUNTY

_____

Kathleen Otto, County Manager

Approved only as to form:
ANTHONY F. GOLIK
Prosecuting Attorney

_____

Kevin A. McDowell
Deputy Prosecuting Attorney

CITY OF BATTLE GROUND

_____

Kris Swanson, City Manager

Attest:

_____

Elizabeth Halili, City Clerk

Approved only as to form:

_____

Kirk Ehlis, City Attorney

DRAFT

EXHIBIT A

Work Request Form

(To be filled out by agency requesting work)

Work Request Title _____

Agency Requesting Work _____

Contract Manager _____ Telephone No. _____

Address _____

City _____ State _____ Zip _____

User's Estimate _____

Agency Contracting Work _____

Contract Manager _____ Telephone No. _____

Address _____

City _____ State _____ Zip _____

I hereby request the following services:

Click here to enter text.

Agency requesting work:

Authorized Signature _____ Date _____

Print Name _____

Title _____

Agency contracting work:

Authorized Signature _____ Date _____

Print Name _____

Title _____

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Meagan Lowery, Finance and Information Services Director
Date:	March 16, 2026
Proceeding Type:	PUBLIC HEARING/MOTION
Subject:	Surplus of Utility Equipment – Resolution #26-02

Legislative History:	
• Set Public Hearing: • Public Hearing:	February 17, 2026 March 16, 2026

Staff Report Summary

The purpose of this report is to determine Council's desire to surplus public utility equipment by holding a public hearing and adopting Resolution 26-02 providing for the surplus of equipment no longer useful to the public utilities.

Background

The city is required by RCW 39.94.040 to hold a public hearing for the surplus of land, property, or equipment originally acquired for public utility purposes regardless of the property value. The equipment and vehicles identified for surplus are no longer in efficient working condition and are no longer in service to the public utilities.

Process

Set a public hearing regarding the surplus of public utility equipment and if Council would like to move forward adopt Resolution 26-02 as presented. Upon adoption, staff will move forward with disposing of the equipment in accordance with the city's surplus property policy.

Options

Options	***Results***
• *Adopt Resolution No. 26-02*	*Public Utility equipment will be disposed of in*

	accordance with city policy
• *No action/Denial*	*Equipment remains city property*

Staff Recommendation

Hold a public hearing and adopt Resolution 26-02 as presented.

Attachments

A.	Resolution 26-02

Legal Review

The following documents were reviewed by legal and approved as to form: Resolution No. 26-02

RESOLUTION NO. 26-02

A RESOLUTION OF THE CITY OF BATTLE GROUND, WASHINGTON, DECLARING UTILITY EQUIPMENT AS SURPLUS

WHEREAS, the City of Battle Ground is a Code City operating under the Optional Municipal Code pursuant to Title 35A RCW; and

WHEREAS, the City has the right, power, and privilege, to purchase, lease, receive, or otherwise acquire real and personal property of every kind, and use, enjoy, hold, lease, control, convey, or otherwise dispose of it for the common benefit pursuant to RCW 35A.11.010; and

WHEREAS, the City has adopted a policy entitled Surplus Personal Property detailing the procedures for effective and efficient disposal of surplus property consistent with applicable Washington State Law and for the common benefit of the City; and

WHEREAS, the City of Battle Ground has purchased equipment for the purpose of operating public utilities; and

WHEREAS, the City of Battle Ground has identified equipment no longer needed by the public utilities; and

WHEREAS, the Battle Ground City Council has deemed the surplus and sale of this property to be for the common benefit; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The following equipment and vehicles are declared surplus to the city of Battle Ground:

1. 2007 Vactor Truck VIN#2FZHAWDA27AX52841 Fair Market Value $50,000

Section 2. Staff is directed to dispose of the equipment and vehicles through a disposition method declared in the City's Surplus Personal Property policy.

Section 3. Severability. If any section, sentence, clause or phrase of this resolution shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 4. Corrections. The City Clerk is authorized to make necessary corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors,

references, resolution numbering, section/subsection numbers and any references thereto.

Passed at the regular session of the City Council of the City of Battle Ground, Washington, this 16th day of March, 2026.

CITY OF BATTLE GROUND

_____

ATTEST: Eric Overholser, Mayor

_____

Elizabeth Halili, City Clerk

APPROVED AS TO FORM:

_____

Kirk Ehlis, City Attorney

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
From:	Meagan Lowery, Finance and Information Services Director
Date:	March 16, 2026
Proceeding Type:	PRESENTATION
Subject:	4th Quarter 2025 Financial Overview

Legislative History:	
• Presentation Only	March 16, 2026

Staff Report Summary

This presentation provides council with an overview of the city's fourth quarter 2025 financial performance.

Background

Quarterly, the financial performance of city operations from a budget to actual perspective is provided to city council. The presentation includes the following overviews:

1. Revenues (budget to actual)
2. Expenditures (budget to actual)
3. Investment performance
4. Debt

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 16, 2026
Proceeding Type:	Presentation
Subject:	Capital Projects 101

Legislative History:	
• Action:	March 16, 2026

Staff Report Summary

The Public Works Director will provide City Council with a presentation on the basics of a capital project, from planning/design through construction.

Background

City capital projects can impact a large number of citizens and there are often many questions related to them. With a few new Council members, it is a good time to provide a Capital Projects 101.

Fiscal and Policy Implications

N/A

Goals & Objectives

N/A

Options

N/A

Staff Recommendation

This presentation is for information only. No action is required.

Attachments

N/A

Legal Review

N/A

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Robert Ferrier, Deputy City Manager
Date:	March 16, 2026
Proceeding Type:	Presentation
Subject:	Northwest Natural Gas Franchise Agreement

Legislative History:	
• Presentation:	March 16, 2026

Staff Report Summary

Staff will present information on a proposed franchise agreement by and between the City of Battle Ground and Northwest Natural Gas Company.

Background

In 1994 the City of Battle Ground (City) and Northwest Natural Gas Company (NNG) entered into a non-exclusive franchise agreement authorizing and allowing NNG use of City's right-of-way to deliver natural gas services to its customers. That agreement has sunset and staff from both parties have negotiated a draft agreement (Attachment A) that would authorize NNG's continued use of City right-of-way.

Consistent with the terms of the prior franchise agreement, the City grants NNG the right to construct, install, maintain, replace, repair, and use their natural gas infrastructure within the City's right of way to transmit, distribute, and sell natural gas to its customers. In addition, NNG shall, at no expense to the City, repair all existing natural gas facilities it owns within the City's jurisdiction, if such repair is required by the City for any reasonable purpose. Further, in the event City causes the construction of any public works project and such construction necessitates the relocation of NNG's facilities from an existing location, such relocation will be at no cost to the City. The franchise is not exclusive and does not prohibit the City from granting a similar franchise to another private or public entity. The term of the franchise is ten (10) years.

Pursuant to RCW 35A.47.040, a Franchise Agreement must be presented to the Council on two (2) occasions prior to adoption. The Council may adopt the Franchise Agreement immediately following the second presentation.

Fiscal and Policy Implications
N/A

Goals & Objectives
Approving this franchise agreement with NNW would help achieve Goal 1 ("Cultivate Opportunities for Private Economic Development") and Goal 4 ("Improve and Maintain Infrastructure Systems") of the City Council's approved Goals and Objectives.

Options
N/A

Staff Recommendation
Staff recommend that the City Council ask questions about the proposed franchise agreement with NNW and set the public hearing date for April 20th, 2026. Staff intend to bring an ordinance forward on that date for City Council consideration and action.

Legal Review
This matter has been reviewed and approved by the City Attorney

Attachments

A.	Draft Ordinance No. 2026-03

ORDINANCE NO. _____

AN ORDINANCE RENEWING AND MODIFYING THE GRANT OF A NON-EXCLUSIVE GAS UTILITY FRANCHISE TO NORTHWEST NATURAL GAS COMPANY AND FIXING TERMS AND CONDITIONS OF SUCH FRANCHISE.

WHEREAS, in order to maintain control over the use of City of Battle Ground property and rights-of-way by utilities operating within the City, it is appropriate to enter into franchise agreements with such utilities; and

WHEREAS, Northwest Natural Gas Company, an Oregon corporation, is such a utility; and

WHEREAS, by and through Ordinance No. 731, which was passed by the City Council for the City of Battle Ground, Washington, on May 2, 1994, the City granted a 30-year non-exclusive gas utility franchise to Northwest Natural Gas Company; and

WHEREAS, Northwest Natural Gas Company has requested that said non-exclusive franchise be renewed by the City of Battle Ground; and

WHEREAS, the City of Battle Ground and Northwest Natural Gas Company have negotiated a new franchise agreement under which the non-exclusive gas utility franchise to Northwest Natural Gas Company will be continued pursuant to the terms and conditions set forth in this Ordinance; now, therefore

THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Definitions. Where used in this franchise ("Franchise"), the following definitions shall apply:

1.1 "Franchisee" means Northwest Natural Gas Company, an Oregon corporation.

1.2 "City" means the City of Battle Ground, a Washington municipal corporation.

1.3 “Franchise Area” means all of the public roads, streets, avenues, alleys, highways, grounds, bridges, and rights-of-way of the City as now laid out, platted, dedicated or improved; and any and all public roads, streets, avenues, alleys, highways, grounds, bridges, and rights-of-way that may hereafter be laid out, platted,

dedicated or improved within the present limits of the City and as the limits of the City may be extended through annexations or otherwise.

1.4 "Facilities" means the Franchisee's gas distribution system, lines, mains, appurtenances, and all other necessary or convenient facilities for the purpose of providing gas service to the City, its inhabitants and to other customers and territory beyond the limits of the City and Franchise Area.

1.5 "Ordinance" means this ordinance setting forth the terms and conditions of the franchise granted to the Franchisee.

1.6 "Franchise Agreement" as referred to in this Ordinance shall mean the Ordinance.

Section 2. Franchise Grant. Subject to the terms and conditions set forth in this Ordinance, the City grants to the Franchisee the right, privilege, authority, and franchise to:

2.1 Construct, install, operate, maintain, replace, repair, and use Facilities in, over, along, across, and under the Franchise Area for purposes of providing gas service; and

2.2 Transmit, distribute and sell gas.

Section 3. Franchise Term. The duration of this Franchise is and shall be for a period of ten (10) years beginning on the Effective Date of this Ordinance. The commencement of the Franchise term notwithstanding, the Franchisee shall have no rights under this Franchise unless and until the Franchisee files a written acceptance of this Franchise with the City pursuant to Section 4 of this Ordinance.

Section 4. Acceptance by Franchisee of Terms and Conditions. The full acceptance of this Franchise and all of its terms and conditions shall be filed with the City Clerk within thirty (30) days from the effective date of this Ordinance, by the Franchisee. Full acceptance of this Franchise is a condition precedent to its taking effect, and unless this Franchise is accepted within the time specified, this grant will be null and void and have no force or effect.

Section 5. Non-Exclusive Franchise. This Franchise is not exclusive. It does not prohibit the City from granting franchises for other public or private utilities in, over, along, across, and under any City property, including, but not limited to, the Franchise Area. This Franchise does not prevent or prohibit the City from constructing, altering, maintaining, or using any City road rights-of-way covered by this Franchise, except as may be otherwise provided for in this Ordinance. The City retains full power to make all changes, relocations, repair, maintenance, or other work to or in City property, including, but not limited to, the Franchise Area, as the City in its sole discretion deems fit and in accordance with the provisions of this Ordinance.

Section 6. Jurisdiction. This Franchise is intended to convey limited rights and interest only as to those portions of the Franchise Area in which the City has an actual interest. It is not a warranty of title or of interest to or in the Franchise Area or any portion thereof. None of the rights granted to the Franchisee shall affect the jurisdiction of the City over the Franchise Area or the City's power to perform work in, to, or upon the Franchise Area or any City property, facility, and/or infrastructure appurtenant thereto, including by constructing, altering, renewing, paving, widening, grading, blasting, or excavating, except as may otherwise be provided for in this Ordinance.

Section 7. Regulation of Use and Control. This Franchise does not deprive the City of any powers, rights, or privileges it now has or may later acquire in the future to regulate the use of and to control the Franchise Area, except as otherwise provided for in this Ordinance. The City reserves the right and power at all times to exercise its police powers with respect to the time, manner, and location of the placement of the Franchisee's Facilities, except as may otherwise be provided for in this Ordinance.

Section 8. Eminent Domain. This Franchise and the limited rights and interests granted by this Franchise are subject to the exercise of eminent domain. In the event of an exercise of eminent domain by the City, the amount of just compensation owed based upon the condemnation of the Facilities, or a portion thereof, shall be determined in accordance with Washington law.

Section 9. Vacation. If at any time the City vacates any City rights-of-way covered by this Franchise, the City will not be held liable for any damages or loss to the Franchisee by reason of such vacation. The City may, after giving one hundred twenty (120) days written notice to the Franchisee, terminate this Franchise Agreement with respect to any City road or rights-of-way vacated. In the event of any vacation of right-of-way, the City shall use reasonable efforts to assist Franchisee with relocation of Facilities affected thereby.

Section 10. Enforcement. Either party's failure to enforce any provision of this Franchise does not constitute a waiver of that party's right to enforce that provision or any other provision of this Franchise Agreement.

Section 11. Indemnity and Hold Harmless. To the extent and in the proportion caused by Franchisee, the Franchisee shall defend, indemnify, and hold harmless the City, its appointed and elected officials, and its employees and agents from and against liability for all claims, actions, injuries, demands, liabilities, losses, costs, damages, and judgments, including costs of defense thereof, (collectively referred to as "damages") for injury to persons, death, or property damage caused by or arising out of the Franchisee's neglect, default, or misconduct in Franchisee's exercise of the rights and privileges granted by this Franchise, except for damages caused by or arising out of the City's sole negligence. In the event that any such claim or demand for damages is presented to or filed with the City, or if any suit or action is initiated against the City based on such claims

or demands for damages, the City shall promptly notify the Franchisee of the claim, demand, suit, or action giving Franchisee ample and reasonable time to defend the same.

Section 12. Insurance. The Franchisee shall obtain and keep in force during the term of the Franchise, and any renewal thereof, comprehensive general liability insurance policies with insurance companies which initially have an A. M. Best's rating of "A-VI" or better, and who are approved by the insurance commissioner of the State of Washington pursuant to Title 48 RCW, against claims for injuries to persons, death or damages to property, which may arise from or in connection with the exercise of the rights, privileges, and authority granted to the Franchisee under this Franchise.

12.1. The liability insurance policies required by this Section shall be maintained by the Franchisee throughout the term of this Franchise, and such other period of time during which the Franchisee may operate without a franchise, or is engaged in the removal of the Facilities. Failure to maintain such insurance shall be a material breach of this Franchise and shall be grounds for revocation of this Franchise. Payment of deductibles relating to the required insurance shall be the sole responsibility of the Franchisee.

12.2 The Franchisee shall provide an insurance certificate, together with an endorsement including the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, attorneys, and volunteers as additional insureds, to the City prior to execution of this Franchise and prior to the commencement of any work or installation of any Facilities in the Franchise Area. The insurance certificate shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as, well as claims for property damages which may arise from any negligent act or omission of the Franchisee, its subcontractors, agents, or employees. The Franchisee's insurance shall be primary and noncontributory insurance as respects the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, attorneys, and volunteers. Any insurance maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, attorneys, and volunteers shall be in excess of the Franchisee's insurance and shall not contribute with it. Receipt by the City of any certificate showing less coverage than required is not a waiver of Franchisee's obligations to fulfill the insurance requirements of this Franchise. The Franchisee may utilize primary and excess liability insurance policies to satisfy the insurance policy limits required in this Franchise. The Franchisee's excess liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

12.3. Payment of deductibles relating to the required insurance shall be the sole responsibility of the Franchisee.

12.4 The Franchisee shall give the City at least forty-five (45) days written notice of cancellation, nonrenewal, or reduction of the insurance coverage required by this Franchise. Within thirty (30) days after receipt said notice by the City, and in no event later than fifteen (15) days prior to said cancellation or intent not to renew/reduce, the Franchisee shall obtain and furnish to the City with a replacement insurance certificate meeting the requirements of this Franchise.

12.5 The Franchisee's insurance policies shall protect each insured in the same manner as though a separate policy has been issued to each. Inclusion of more than one insured shall not affect the rights of any insured as respect to any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured.

12.6 The provision of the coverage in the stated amount shall not be construed to relieve the Franchisee from liability in excess of such limits. Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of the Franchisee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, the Franchisee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by the Franchisee.

12.7. The Franchisee shall maintain Worker's Compensation Insurance as required by state or federal statute. The Franchisee's Labor and Industries account number shall be noted on the certificate of insurance.

The Franchisee shall be solely and completely responsible for safety and safety conditions on its job sites and for its work within the Franchise Area, including the safety of all persons and property during performance of any work therein. The services of the City's or City's consultant personnel in conducting construction review of the Franchisee's work relating to the Franchise is not intended to include review of the adequacy of the Franchisee's work methods, equipment, scaffolding, or trenching, or safety measures in, on or near such Franchise Area or job site. The Franchisee shall provide reasonably safe access for the City and its inspectors to adequately inspect the work and its conformance with applicable statutes, ordinances, rules, regulations, and the Franchise.

12.8 The Franchisee shall be solely and completely responsible to perform all work related to this Franchise in compliance with all applicable federal, state, county and city statutes, rules, regulations, ordinances, orders and codes. The Franchisee's

attention is directed to the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW.

12.9 The contractual coverage of the Franchisee's insurance policies shall be sufficiently broad enough to insure the provisions of the hold harmless clause of the Franchise subject to the terms and conditions of the insurance policies.

12.10 The following types and limits of insurance are required:

12.10.1 Comprehensive general liability insurance, written on an occurrence basis, with limits not less than:

$2,000,000 for bodily injury or death to each person.

$2,000,000 for property damage resulting from any one accident.

$2,000,000 for all other liability.

$5,000,000 in the aggregate for bodily injury and property damage.

12.10.2 Automobile liability: owned, non-owned, and hired vehicles with a combined single limit of $2,000,000 for each accident

12.10.3 Worker's compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000

12.10.4 Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than $5,000,000

12.10.5 Umbrella Liability

$5,000.000 per occurrence.

$5,000.000 aggregate.

Section 13. Installation, Repair, Removal or Relocation.

13.1 The Franchisee shall, at no expense to the City, repair all existing Facilities that it owns within the Franchise Area, if such repair is required by the City for any reasonable purpose.

13.2

A. Whenever the City causes the construction of any public works project and such construction necessitates the relocation of Franchisee's Facilities from their existing location, such relocation will be at no cost to the City. All costs and expenses to relocate Franchisee's Facilities to accommodate another utility or franchise holder shall be paid by the other utility or franchise holder, and never by the City. The City will use reasonable efforts to coordinate among the parties and Franchisee to avoid or minimize the need and costs of relocation; however, these coordination efforts shall not require the City or any other utility/franchise holder to change the location, plans, and/or designs of any project, and the City, in its sole discretion, shall have the right to declare such coordination efforts complete and/or concluded.

B. In the event an emergency posing a threat to public safety or welfare, as declared pursuant to law, requires the relocation of Franchisee's Facilities, the City shall give Franchisee notice of the emergency as soon as reasonably practicable. Upon receipt of such notice from the City, Franchisee shall endeavor to respond as soon as reasonably practicable to relocate the affected Facilities.

C. Subject to Section D, whenever the City or any third party requires the relocation of Franchisee's Facilities to accommodate work of such third party within the Streets, said third party shall be required to pay the Franchisee for any and all costs and expenses reasonably incurred by Franchisee in the relocation of Franchisee's Facilities. The City shall not be obligated to pay any of the Franchisee’s costs and/or expenses described in this section.

D. Any condition or requirement imposed by the City upon any third party (including, without limitation, any condition or requirement imposed pursuant to any contract or in conjunction with approvals or permits obtained pursuant to any zoning, land use, construction, or other development regulation) which requires the relocation of Franchisee's Facilities within the Franchise Area, shall be a condition or requirement causing relocation of Franchisee's Facilities to occur subject to the provisions of Section 13.2(C) above; provided, however in the event the City reasonably determines and notifies Franchisee that the primary purpose of imposing such condition or requirement upon such third party is to cause or facilitate the construction of a public works project on the City's behalf and consistent with the City's Capital Improvement Plan or 6-year Transportation Improvement Program; then only those costs and expenses incurred by Franchisee in reconnecting such relocated Facilities with Franchisee's other Facilities shall be paid to Franchisee by such Third Party, and Franchisee shall otherwise relocate its Facilities in accordance with Section 13.2(A) above. The third party shall be responsible to

Franchisee for any incremental cost increases, as reasonably determined by the City, above costs attributable for the public works project due to factors such as, but not limited to, increased distance or interim design changes necessitated by less than full public works project relocation. The third party shall adhere to Franchisee's regulations, standards and policies for all development.

Nothing in this Section 13.2 shall require Franchisee to bear any cost or expense in connection with the relocation of any Franchisee Facilities existing under benefit of easement (other than City owned utility easements) or other rights not arising under this Franchise, nor shall anything in this Section 13.2 require the City to bear any such cost or expense. Nothing in this Section 13.2 shall be construed to be a waiver of any right of either Franchisee or the City to contest any claim or assertion by the other of responsibility to pay such cost or expense.

Section 14. Requirement of Permits.

14.1 Any and all rights, privileges, and authority of the Franchisee to enter the Franchise Area for the purpose of constructing, installing, operating, maintaining, replacing, or repairing its Facilities shall be subject to the condition precedent that the Franchise first obtains all permits required by law, including, but not necessarily limited to, the City's Municipal Code as it now exists or is hereinafter amended. Any work performed, whether by Franchisee, its contractors, or third parties, shall include necessary paving, resurfacing, grading, and any other reasonably necessary repair or restoration to the Franchise Area. All work shall be done to the reasonable satisfaction of the City.

14.2. All equipment, lines, and appurtenances that are used in the construction, installation, operation, maintenance, or repair of the Franchisee's Facilities and that are located within the Franchise Area and owned by the Franchisee shall be considered to be part of the Franchisee's system and shall be the responsibility of the Franchisee. All permits for the construction, installation, operation, maintenance, or repair of the Franchisee's system shall be applied for and given in the name of the Franchisee, who will be responsible for all work done under the permit. The Franchisee remains responsible for any such work regardless of whether the work is performed by the Franchisee, its contractors, or by third parties.

Section 15. Restoration of Franchise Area. The Franchisee shall in all respects and at all times comply with the requirements of the City's Municipal Code as it now exists or is hereinafter amended, relating to restoration of the Franchise Area, including any portion thereof.

Section 16. Performance of Work. The Franchisee covenants that in consideration for the rights and privileges granted by this Franchise, all work performed by the Franchisee to, in, on, and/or upon the Franchise Area shall conform to all City requirements including, but not limited to, the

requirements of any and all standards relating to roads and other infrastructure in force when the work is performed, provided such requirements are not in conflict with any applicable state or federal laws, regulations or requirements. All traffic control shall conform to the City's standards in force when the work is performed.

Section 17. Information on Location of Facilities. Prior to the effective date of this Ordinance, the Franchisee shall provide the City with maps showing the location of the Franchisee's current Facilities, including copies of all as-builts for such Facilities. Maps shall be in an electronic format compatible with the City's Geographic Information System ("GIS") program (or such other format as may be in general use in the utilities industry and reasonably acceptable to the City and Grantee). In addition, if the Franchisee performs any work to install, repair, reconstruct, or replace Facilities in the Franchise Area after the effective date of this Ordinance, the Franchisee shall provide the City with maps showing the location of those Facilities, including copies of all as-builts. Upon request of the City, the Franchisee will locate Facilities in the field, which locations will take precedence over maps and/or as-builts.

Section 18. Coordination of Work in City Rights-of-Way. To facilitate the coordination of work in the Franchise Area, if either the Franchisee or the City shall at any time plan to make excavations in the Franchise Area, the party planning such excavation shall provide written notice to the other of the planned excavation. Nothing in this Section shall alter any obligations by either party under applicable law concerning excavation.

Section 19. Reimbursement of Costs. Pursuant to RCW 35.21.860, the Franchisee shall reimburse and pay to the City the amount of actual administrative expenses incurred by the City that are directly related to the receipt and approval of a permit, license, or franchise, to inspect plans, and construct or prepare a detailed statement pursuant to RCW 43.21C.

Section 20. Grading Requirements. The right to construct, install, operate, maintain, and repair Franchisee's Facilities granted by this Franchise does not preclude the City, its agents or contractors from grading, or doing other work contiguous to the Franchisee's Facilities. When practical, the Franchisee will be given forty-eight (48) hours notice of any grading or excavating.

Section 21. Survey Markers and Monuments. Before any work is performed under this Franchise, the Franchisee shall establish two or more reference marks to all monuments and markers of every nature relating to subdivisions, plats, rights-of-way, and all other surveys, that may be disturbed during construction. The reference points shall be located so that they will not be disturbed during any of Franchisee's operations under this Franchise. The method of referencing monuments or other markers or points shall be approved by the City before placement. The replacement of all markers or monuments disturbed during any construction of the Franchisee shall be made as promptly as conditions permit. The cost of monuments or markers lost, destroyed, or disturbed and the expense or replacement with approved markers or monuments shall solely be borne by the Franchisee.

Section 22. Reservation of Rights. The City reserves the right to impose a utility tax on the Franchisee, and/or to charge the Franchisee a reasonable fee for services provided or rights granted under this Franchise, to the extent authorized by law.

Section 23. Assignment. This Franchise shall be binding upon and insure to the benefit of the successors, legal representatives and assignees of Franchisee, however Franchisee shall not have the right to assign this Franchise without the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed. No assignment shall be effective unless approved in writing by the City, and the City has been provided an acceptance by the assignee of all rights, conditions, terms, provisions, and responsibilities contained within the Franchise. However, if a transfer or assignment of this Franchise Agreement is by a merger, consolidation, sale, assignment or otherwise which is subject to review and approval by the Washington Utilities and Transportation Commission ("WUTC"), the City shall accept final approval by the WUTC of any such merger, consolidation, sale, assignment or other change of control. Nothing in this Franchise Agreement requires the City's consent for any sale, lease, mortgage, assignment, merger or other transfer to entities that control, are controlled by, or are under common control with Franchisee, so long as the entity is subject to substantially the same regulations of the WUTC as Franchisee in relation to the Facilities within the Franchise Area. Notwithstanding anything to the contrary contained herein, permission is hereby granted to Franchisee to pledge the Franchise and Facilities to secure any bona fide indebtedness of the Franchisee, and express consent is hereby given to the mortgaging and assignment for security purposes of the Franchise and Facilities.

Section 24. Revocation.

24.1 The City may revoke the Franchise for any of the following reasons:

a. Construction or operation by the Franchisee at an unauthorized location;

b. Unauthorized transfer of control of the Franchisee;

c. Unauthorized assignment of this Franchise;

d. Unauthorized sale, assignment or transfer of the Franchisee's assets or an interest therein;

e. Misrepresentation or lack of candor by or on behalf of the Franchisee in any application to the City;

f. Abandonment by the Franchisee of its Facilities in the Franchise Area;

g. Franchisee's failure to relocate or remove Facilities as required in by this Franchise;

h. Franchisee's failure to pay taxes, compensation, fees, or costs when and as may be due the City;

i. Insolvency or bankruptcy of the Franchisee;

j. Franchisee's violation and/or failure to comply with any material term of this Franchise.

24.2 In the event the City believes that grounds exist for revocation of this Franchise, the Franchisee shall be given written notice of the basis for such belief by the City, which shall include a short and concise statement of the nature and general facts of the violation or noncompliance. Following the delivery of the required notice by the City, the Franchisee shall have a reasonable period of time, which under no circumstances shall exceed thirty (30) days unless otherwise mutually agreed by the parties, to provide evidence demonstrating to the City's satisfaction that:

a. Corrective action has been, or is being, actively and expeditiously pursued by the Franchisee to remedy the violation or noncompliance; or

b. Rebuts the alleged violation or noncompliance described in the City's notice; or

c. That it would be in the public interest to impose some monetary damages, penalty or sanction less than revocation.

24.3 If the Franchisee fails to provide the City with the evidence required by Section 24.2, or if the City determines that evidence provided by the Franchisee does not satisfy Section 24.2(a), (b), and/or (c), City staff shall refer the violation or noncompliance described in the written notice to the Battle Ground City Council for a public hearing. The Franchisee shall be provided with notice and a reasonable opportunity to be heard at the hearing. If at the hearing, the City Council finds that grounds exist to revoke the Franchise and that the revocation is in the public interest, the City Council may by ordinance revoke the Franchise. The revocation shall be effective ninety (90) days after the public hearing.

Section 25. Expiration.

25 .1. Upon the expiration of this Franchise, the Franchisee shall continue to be responsible for the operation and maintenance of the Franchisee's existing facilities in the Franchise Area, but shall not have the right to provide additional services on and/or using the Franchise Area without easements, permits, or rights-of-way granted by City. This Section and Sections 11, 12, 13, 14, 15, 16, 17, 18 and 19 of this Franchise shall continue in force until such time as the Franchisee's Facilities are removed from the Franchise Area or abandoned in place with approval of the City.

Section 26. Compliance with Laws. The Franchisee shall conform to all applicable federal, state and local laws and regulations.

Section 27. Non-Discrimination Clause. In all hiring or employment made possible or resulting from this Franchise, there shall be no discrimination against any employee or applicant for employment because of and/or on the basis of race, color, national origin, creed, sex, sexual orientation and gender identity, marital status, age, the presence of any sensory, mental, or physical disability, HIV or Hepatitis C status, families with children status, and the use of a trained dog guide or service animal by a disabled person, unless based upon a bona fide occupational qualification. No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from the Franchise on the grounds of sex, sexual orientation, race, color, national origin, age, except minimum age and retirement provisions, marital status, or the presence of any sensory, mental or physical handicap.

Section 28. Rates. The Franchisee agrees that the rates to be charged by Franchisee for gas used for fuel, power, heat, and other purposes, and character of the service to be rendered by the Franchisee, shall be as prescribed by the Washington Utilities and Transportation Commission or other agency of this state having jurisdiction over such rates and service, including the City, in accordance with applicable law.

Section 29. Notice. Any notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

City of Battle Ground
Attn: City Manager's Office
109 SW 1st St., Ste. 221
Battle Ground, WA 98604

With a copy to:

City of Battle Ground
Attn: Public Works Director
109 SW 1st Street, Suite 122
Battle Ground, WA 98604

Northwest Natural Gas Company
ATTN: Legal Department - Franchises
250 SW Taylor St.
Portland, OR 97204-3034

Section 30. Choice of Law and Venue. This Franchise and any dispute between the parties relating thereto shall be governed by the laws of the State of Washington. Any legal action to construe and/or enforce this Franchise shall be commenced in the Superior Court of Washington in and for Clark County or the United States District Court for the Western District of Washington.

Section 31. Costs and Attorneys' Fees. If any legal or equitable action, including appeal, is brought or undertaken, or an attorney retained to enforce this Franchise, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Franchise, then the successful or prevailing party shall be entitled to recover reasonable attorney and other professional fees, expert witness fees, court costs, and other expenses incurred in such action, proceeding, or discussions, in addition to any other relief to which such party may be entitled.

Section 32. Complete Agreement. The Franchise constitutes and contains the entire agreement and understanding regarding the subject matters addressed herein between the parties, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matters hereof: this Ordinance is an integrated document.

Section 33. No Third Party Beneficiaries. This Franchise is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 34. Non-Waiver. Any waiver of any breach of any term or provision to this Franchise shall not be construed to be, nor shall be, a waiver of any other and/or future breach of this Franchise.

Section 35. Severance. If any term, provision, or condition of this Franchise is held to be invalid, such invalidity shall not affect the validity of the remaining portions of this Franchise, which shall continue in full force and effect.

Section 36. Effective Date. This Ordinance having been introduced at a prior meeting of the Battle Ground City Council at least five (5) days prior to its date of passage, the Ordinance having been submitted to the City attorney, and the Ordinance being approved by at least a majority of the entire City Council at a regular meeting thereof, shall take effect and be in force five (5) days after its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF BATTLE GROUND at a regular meeting thereof, this _____ day of _____ , 20____.

CITY OF BATTLE GROUND, a Washington Municipal Corporation

By: _____
ERIC OVERHOLSER, Mayor

ATTEST:

By: _____
ELIZABETH HALILI, City Clerk

APPROVED:

By: _____
SEANN M. MUMFORD, City Attorney

ACCEPTED:

NORTHWEST NATURAL GAS COMPANY



By: _____
Kat Rosenbaum
Senior Legal Counsel - Claims & Franchises