# BATTLE GROUND CITY COUNCIL AGENDA
# MONDAY JUNE 15, 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.

## Study Session

**STUDY SESSION – 6:00 P.M.**
**Topic: Legacy Standards**
**Presented By:** *Community Development Director Kristin Lehto.*
**Summary:** *The Council will receive a presentation on Legacy Standards, including a definition of the term, and an overview of the origin, adoption, and implementation of these land use and development standards.*

## City Council Meeting Agenda

**CALL TO ORDER – 7:00 P.M.**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**SUMMARY REPORTS AND PRESENTATIONS**
Councilmember Reports
Mayor's Report

- BiG Heart Citizen Recognition Award: Lynne Groth
- Proclamation: Ride Transit Month; June 2026
- Proclamation: In Recognition and Celebration of Battle Ground's Traditional, Nuclear Families
- AWC Annual Conference City Council Voting Delegate Appointments

Presentations

- Greater Vancouver Chamber Annual Report

**MOTION TO APPROVE AGENDA**

**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 Study Session Minutes of June 1, 2026
- **B.** City Council Regular Meeting Minutes of June 1, 2026
- **C.** Claim Vouchers dated 05/26/2026 #100112-#100143, in the amount of $181,132.53
- **D.** Claim Vouchers dated 06/05/2026 #100144-#100176 and Bank Drafts, in the amount of $266,168.95
- **E.** Payroll dated 06/10/2026, vouchers #29324-#29331 in the amount of $6,225.99 and direct deposits of $316,536.69 for a total payroll of $322,762.68
- **F.** SE Grace Avenue Phase 2 – Right of Way (ROW) Purchase Approval - Wigen
- **G.** Hamline University Membership Agreement – Adopt-A-Drain Program
- **H.** RR Stormwater Facility – Right of Way (ROW) Purchase Approval
- **I.** W. 15th Avenue/W. Main Street Intersection Improvements – Local Agency Agreement Supplement

**PUBLIC HEARING**

**Resolution No. 26-03 – Adopting the Six-Year Transportation Improvement Program for 2027-2032: Public Hearing/Motion**

**Presented By***: Public Works Director Mark Herceg*

**Summary:** *The council will hear public testimony, receive a presentation, and consider approval of Resolution No. 26-03 Adopting the Six-Year Transportation Improvement Program (TIP) for 2027-2032.*

**BUSINESS**

**Ordinance 2026-04 Storage of Trailers and Recreational Vehicles in Residential Areas: Presentation/Motion**

**Presented By***: Deputy City Manager Robert Ferrier*

**Summary:** *The council will review and discuss new data and information provided by the Fire District 3 Fire Marshall as it relates to Ordinance 2026-04 Storage of Trailers and Recreational Vehicles in Residential Areas and provide policy direction to Staff.*

**Ordinance No. 2026-14 Budget Amendment: Presentation/Set Public Hearing**

**Presented By***: Finance and Information Services Director Meagan Lowery*

**Summary:** *The council will receive a presentation and consider setting a public hearing for the July 20, 2026, Regular City Council Meeting to hear public testimony regarding Ordinance 2026-14, amending the 2026 budget.*

**NW 5th Street – Project Discussion: Presentation**

**Presented By***: Public Works Director Mark Herceg*

**Summary:** *The council will participate in a discussion led by Public Works staff on decisions that need to be made related to the NW 5th Street project and will provide policy direction to staff.*

**ADMINISTRATIVE REPORTS**

**COUNCIL COMMUNICATIONS**

**EXECUTIVE SESSION**

*Pursuant to RCW 42.30.110(1)(g), the City Council will enter an Executive Session to review the performance of a public employee. The Executive Session is anticipated to last thirty (30) minutes, with no action to follow.*

**ADJOURNMENT**

**NEXT MEETING DATE: Monday, July 20, 2026 (No Meeting on July 6, 2026, per Resolution 24-02) – Study Session at 6:00 p.m. – Regular Meeting at 7:00 p.m.**

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*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.
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# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Kristin Lehto, Community Development Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Work Session |
| Subject: | Legacy Standards |

| **Legislative History:** | |
|---|---|
| • Work Session: | June 15, 2026 |

## Staff Report Summary

The Community Development Director will provide City Council with a presentation related to 'Legacy Standards'.

## Background

Council members have expressed interest in discussing Legacy Standards. This presentation provides an overview of the term and provides background on the origins, adoption and implementation of these land use and development standards.

## 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

# ~PROCLAMATION~

**WHEREAS,** C-TRAN has provided public transportation in Clark County since 1981, today operating Local, Regional and Express fixed-route bus service; C-VAN paratransit service, vanpool, and The Current on-demand service; and

**WHEREAS,** C-TRAN provides cost-effective, safe, and accessible public transportation that empowers the community by providing mobility options that connect them with places of employment, education, health care, shopping, entertainment, recreation, social and religious function; and

**WHEREAS,** on average public transit provides more than 100 million passenger trips in Washington each year. Locally, C-TRAN provided 5,280,313 transit rides in 2025, which is a 6.3% increase over 2024; and

**WHEREAS,** C-TRAN operates Routes 7, 47, and The Current's door-to-door service in Battle Ground, supporting connections to Yacolt, Vancouver, and greater Clark County, while connecting passengers to and from areas within Battle Ground for work, school, doctor's appointments and other daily needs; and

**WHEREAS,** The Current launched in Battle Ground in September of 2025 and has seen increases in ridership since its inception; and

**WHEREAS,** transit demand is linked to high-need populations, including seniors, people with disabilities, and low-income households. Transit provides essential trips and essential jobs for people living in Battle Ground; and

**WHEREAS,** Over 5,700 people age 18 and younger in Battle Ground and can ride C-TRAN for free through the Youth Opportunity Program; and

**WHEREAS,** veterans and active duty personnel in Battle Ground can ride local C-TRAN routes for free with the Heroes Pass; and

**WHEREAS,** Up to 1 in 4 adults have a disability in Battle Ground that may impact their ability to move from place to place in a timely manner and may make them more dependent on public transit.

**NOW, THEREFORE,** I, Eric Overholser, Mayor of the City of Battle Ground, by virtue of the authority vested in me, do hereby proclaim the month of JUNE 2026 as:

## ~RIDE TRANSIT MONTH~

In the City of Battle Ground, Washington and encourage the Federal Government, States, localities, schools, nonprofit organizations, businesses, and other applicable entities, along with the people of the United States, to observe Ride Transit Month with appropriate events and activities to promote public transportation




**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Battle Ground to be affixed this 15th day of June 2026.

Mayor Eric Overholser

# ~PROCLAMATION~

## *In Recognition and Celebration of Battle Ground's Traditional, Nuclear Families*

**WHEREAS,** the family — comprising a husband, a wife, and their children — stands as the oldest and most enduring institution in human civilization, predating governments, nations, and all other social structures; and

**WHEREAS,** the traditional nuclear family serves as the foundational building block of a healthy and flourishing society, providing the first community into which each child is welcomed and nurtured; and

**WHEREAS,** fathers and mothers each bring distinct and complementary gifts to the raising of children — offering love, provision, discipline, guidance, and the irreplaceable example of committed marriage; and

**WHEREAS,** children raised in stable homes with loving fathers and mothers are shown by generations of lived experience to develop strong moral character, a sense of belonging, and the resilience needed to meet life's challenges; and

**WHEREAS,** the family home is the first and principal school, where children learn the essential virtues of honesty, hard work, generosity, faith in God, and respect for others; and

**WHEREAS,** the bonds of family — between husband and wife, between parents and children, and between siblings — cultivate selfless love, sacrifice, and dedication that extend outward to strengthen neighborhoods and communities; and

**WHEREAS,** grandparents, uncles, aunts, and extended family members enrich the nuclear family by passing down cultural heritage, family history, and timeless wisdom from one generation to the next; and

**WHEREAS,** the commitment of marriage between a husband and wife creates a stable and enduring covenant that anchors family life and provides children with security, continuity, and belonging; and

**WHEREAS,** families serve as the primary cultivators of values, faith, and civic virtue — producing citizens of good character upon whom a free and ordered society depends; and

**WHEREAS,** the countless sacrifices made daily by parents — in labor, in sleepless nights, in consistent discipline, in patient guidance, and in unconditional love — deserve acknowledgment, honor, and profound gratitude;

**NOW, THEREFORE,** I Eric Overholser, Mayor of the City of Battle Ground, by virtue of the authority vested in me, do hereby proclaim that the traditional nuclear family is celebrated and honored as a cornerstone of human flourishing – its endurance across centuries a testament to its strength, its warmth a refuge in an uncertain world, and its legacy the greatest gift one generation can bestow upon the next.

I encourage all citizens to support, strengthen, and celebrate families in their communities, recognizing that in honoring the family, we honor the very fabric of our common life together."

CITY OF BATTLE GROUND NC SEAL

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Battle Ground to be affixed this 15th day of June 2026.

Mayor Eric Overholser

**Battle Ground City Council Study Session**
**Monday, June 1, 2026**

**The study session of the Battle Ground City Council was called to order in the Battle Ground Council Chambers at 6:00 p.m. by Mayor Overholser. The meeting was live-streamed on YouTube and recorded via Zoom.**

**The following were present:**

**COUNCIL:** Mayor Eric Overholser, Deputy Mayor Aimee Vaile, and Council Members Troy McCoy, Jeanie Kuypers, Victoria Ferrer, and Brian Munson.

**ABSENT:** Councilmember Shane Bowman.

**STAFF:** City Manager Kris Swanson, Deputy City Manager Robert Ferrier, Finance and Information Services Director Meagan Lowery, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Police Chief Dennis Flynn, Acting City Attorney Kenneth Harper (via Zoom), and City Clerk Elizabeth Halili

**TOPIC: Public Works Priorities**
***Presented By:*** *Public Works Director Mark Herceg*
***Summary:*** *The Council received a presentation and discussed potential public works priorities for the 2027 budget cycle.*

*Public Works Director Mark Herceg provided a brief presentation.*

*Discussion was held by Council.*

*Director Herceg responded to questions from the Council.*
*Finance and Information Services Director Meagan Lowery responded to questions from the Council.*

**ADJOURNMENT**
The meeting adjourned at 6:35 p.m.

_____ _____

Eric Overholser
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: June 15, 2026

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- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

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**Battle Ground City Council Meeting Minutes**
**Monday, June 1, 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 Ovderholser. 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 Aimee 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, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Planning Supervisor Samuel Crummett (arrived at 9:16 p.m. via Zoom), Police Chief Dennis Flynn, Acting City Attorney Kenneth Harper (via Zoom), and City Clerk Elizabeth Halili.

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

**Councilmember Reports:**

- *Councilmember Kuypers:*
  - *Provided a report on the Clark County Regional Parks Funding Task Force findings presentation that was delivered to the Clark County Council. Requested staff be directed to reach out to Ross Hoover, Task Force Lead, to schedule a presentation in June or July for a Study Session.*
  - *Provided a report on the recent Columbia River Economic Development Council Board of Directors (CREDC) meeting.*

**MOTION: Councilmember Kuypers moved to Suspend the Rules for two minutes to make a Council Member statement.**
**SECOND: Councilmember Munson**
**VOTE: Motion Carried 6-1**
**AYES: Mayor Overholser, Councilmember McCoy, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson**
**NAYS: Deputy Mayor Vaile**

*Councilmember Kuypers provided the following statement:*

- *"I just would like to reiterate that proclamations are not City policy. They do not reflect a formal Council discussion or a vote of this Council. As such, Proclamations do not result in changes to our city operations. However, it's evident that they can create division rather than unity, distraction and unnecessary financial and public relation impacts.*
  *While the intentions may be good, I think that we need to reduce the temperature around some of the Proclamations being presented today. So I'm requesting that the ICE and ANTIFA proclamations be removed from today's agenda and excluded from future agendas. I also respectfully remind this Council that our responsibilities are to set goals, establish policy and adopt budgets. I encourage all of us to remain focused on these duties and consider whether personal or political interests may be influencing our actions, and to remain diligent in fulfilling the roles to which we were elected."*

**MOTION: Councilmember Kuypers moved to amend the agenda to remove the ICE and ANTIFA proclamations from the agenda tonight and exclude them from future agendas.**
**Second: Councilmember McCoy**
*The council discussed the motion*
*Acting City Attorney responded to the questions from Council*
**VOTE: Motion Failed 2-5**
**AYES: Councilmember Kuypers, Councilmember McCoy**
**NAYS: Mayor Overholser, Deputy Mayor Vaile, Councilmember Bowman, Councilmember Ferrer, Councilmember Munson**

- *Councilmember Munson*
  - *Provided a report on the recent Governance Coordination Manual Committee Meeting.*
  - *Provided a report on the recent City Manager Evaluation Committee meeting*
- *Mayor Overholser:*
  - *Provided a report on the recent C-TRAN Board of Director's Meeting.*
    *The council discussed the C-TRAN Board of Director's meeting report and Small City board member representation.*
  - *Thanked the Councilmembers Kuypers, Councilmember Munson, and Human Resources Manager Tamara Gunter for their work on the City Manager Evaluation Committee.*
- *Councilmember McCoy:*
  - *Stated that, as directed by Council, he would be voting no on the Resolution brought by the City of Vancouver to extend the Light Rail to the Evergreen Station at the Regional Transportation Council meeting scheduled for June 2, 2026.*

**Mayor's Report:**

- **Proclamation: Get Outdoors Month; June 2026**
  *Mayor Overholser proclaimed the month of June 2026, as Get Outdoors Month, and June 13, 2026, as Get Outdoors Day in the City of Battle Ground and read the proclamation aloud.*
  *Mayor Overholser stated the proclamation request was submitted by Jane Tesner Keliner, Program Manager of the Lower Columbia Nature Network.*
  *Jane Tesner Kleiner, Program manager of the Lower Columbia Nature Network and Evan Seidl, Battle Ground Area Manager for Washington State Parks accepted the proclamation and provided a brief statement.*

*Mayor Overholser issued a warning to a disruptive member of the public.*

- **Proclamation: Recognizing the Federal Executive Designation of ANTIFA as a Domestic Terror Organization & Affirming the Importance of Public Safety, the Rule of Law, and Peaceful Civic Engagement**

*At 7:28 p.m., the meeting was disrupted by another member of the public*

**MOTION: Councilmember Munson moved to recess the meeting for two minutes**
**SECOND: Councilmember Kuypers**
*Mayor Overholser requested Police Chief Dennis Flynn remove the disruptor from the Chambers.*
**VOTE: Motion Carried 7-0**
*Mayor Overholser recessed the meeting at 7:29 pm*
*Police Chief Dennis Flynn escorted the disruptive member of the public from the chambers*
*Mayor Overholser reconvened the meeting at 7:31 pm*

*Mayor Overholser issued a proclamation Recognizing the Federal Executive Designation of ANTIFA as a Domestic Terror Organization & Affirming the Importance of Public Safety, the Rule of Law, and Peaceful Civic Engagement and read the proclamation aloud.*
*Mayor Overholser stated the proclamation request was submitted by Jesse McCarty.*
*Jesse McCarty accepted the proclamation and provided a brief statement.*

- **Proclamation: Supporting US Immigration and Customs Enforcement**
  *Mayor Overholser issued a proclamation in Support of US Immigration & Customs Enforcement and read the proclamation aloud.*
  *Mayor Overholser stated the proclamation request was submitted by Paula Ochoa.*
  *Paula Ochoa accepted the proclamation and provided a brief statement.*

**Presentations:**
- None.

**MOTION TO APPROVE AGENDA** **7:45 p.m.**

**MOTION: Councilmember McCoy moved to approve the agenda in its entirety as presented.**
**SECOND: Councilmember Munson**
**VOTE: Motion carried 7-0**

**CITIZEN'S COMMUNICATIONS** **7:46 p.m.**

*Mayor Overholser announced the duration of Citizen's Comments would be extended from thirty (30) minutes to one hour, and that the speaker time would be reduced from three () minutes to one (1) minute.*

**MOTION: Councilmember McCoy moved to Suspend the Rules and increase the time limit to three minutes.**
**SECOND: Councilmember Bowman**
*The council discussed the motion*
**VOTE: Motion Failed 3-4**
**AYES: Councilmember McCoy, Councilmember Bowman, Councilmember Kuypers**

**NAYS: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Munson**

- *Kimberlee Goheen Elbon provided public comment via Zoom*
- *Jessica Cole provided public comment*
- *Ally Strappazon provided public comment*
- *David Terry provided public comment*
- *Simon provided public comment*
- *Liz Shaw provided public comment and handouts to Council*
- *Barbara provided public comment*
- *Jay provided public comment and handouts to Council*
- *Mrs. Clark provided public comment and handouts to Council*
- *Greg provided public comment*
- *Christina Dowell provided public comment*
- *Vern Jeremica provided public comment*
- *Justin Hornbaker provided public comment*
- *Michelle Black provided public comment*
- *Sarah Newhouse provided public comment*
- *Emily Crowe provided public comment*
- *Tyler Long provided public comment*
- *LaDonna Kirkpatric provided public comment*
- *Jeshaiah Green provided public comment*
- *Laurie Schacht provided public comment*
- *Julie Koepp provided public comment*
- *James Townley provided public comment*
- *Caiden Mizrahi-Boyarsky provided public comment*
- *Jesadia Merino provided public comment*
- *Kathy P. provided public comment*
- *Gideon Faulconer provided public comment*
- *Christopher Brooden provided public comment*
- *Chris Berkompas provided public comment*
- *Joey DeRontz provided public comment*
- *Judy Blevens provided public comment*
- *Shirley Waltz provided public comment*
- *Shannon Clarno provided public comment*
- *David Bowman provided public comment*
- *Jennifer Heine-Withee provided public comment*
- *Jay Allen provided public comment*
- *Fia Alvez provided public comment*
- *Allen Halgren provided public comment*
- *Darlene Kulla provided public comment*
- *Daniel Estrada provided public comment*
- *Bruce Barnes provided public comment*
- *Troy Rasband provided public comment*

DRAFT

- *Charles Polacek provided public comment*
- *Dave Barela provided public comment*
- *Wynn Grcich provided public comment*
- *Gary Obermeyer provided public comment*
- *Max Kojenova provided public comment*
- *Kristine White provided public comment*
- *Brent Hennrich provided public comment*
- *Stefanie Adams provided public comment*
- *Missy Fant provided public comment*
- *Dawn Doutrich provided public comment*
- *Jan Paulini provided public comment*
- *Susan Fredrickson provided public comment*
- *Linda Kliewer provided public comment*
- *John Parsons provided public comment*
- *Beth Ludvigsen provided public comment*

**MOTION: Councilmember Munson moved for a recess for ten minutes**
**SECOND: Councilmember Kuypers**
**Vote: Motion Carried 7-0**

**Mayor Overholser recessed the meeting at 9:08 p.m.**
*Councilmember Bowman left the meeting at 9:08 p.m.*
**Mayor Overholser reconvened the meeting at 9:18 p.m.**

**CONSENT AGENDA** **9:18 p.m.**

- **A.** City Council Study Session Minutes of May 18, 2026
- **B.** City Council Regular Meeting Minutes of May 18, 2026
- **C.** Claim Vouchers dated 05/18/2026 and 05/22/2026 #100071-#100111 and Bank Drafts, in the amount of $759,816.87
- **D.** Payroll dated 05/22/2026, vouchers #29316-#29323 in the amount of $2,318.42 and direct deposits of $331,918.40 for a total payroll of $334,236.82
- **E.** July 1, 2026 – July 1, 2031, Interlocal Agreement with Clark County for Prosecution Services
- **F.** Parkway/Main Intersection Improvements – Bid Award
- **G.** SE Grace Avenue Phase 2 – Right of Way (ROW) Purchase Approval - Haberman

**MOTION: Councilmember Munson moved to approve the Consent Agenda as presented.**
**SECOND: Councilmember McCoy**
**VOTE: Motion Carried 6-0**
**ABSENT: Councilmember Bowman**

**PUBLIC HEARING** **9:19 p.m.**

**Battle Ground Municipal Code Updates – GMA Required: Public Hearing/Motion**

- **Ordinance No. 2026-13:** Amending Battle Ground Municipal Code Title 17 Zoning; Chapter 17.103 Definitions; Chapter 17.106 Residential Districts; Chapter 17.118 Commercial

Districts; Chapter 17.120 Light Industrial, Employment Campus, And Westside Employment Districts; Chapter 17.122 Mixed Use Districts; Chapter 17.133 Parking And Loading Requirements; Chapter 17.135 Supplementary Regulations For Specific Uses; Providing For Severability; Providing For Corrections; And Establishing An Effective Date.

**Presented By:** *Community Development Director Kristin Lehto*
**Summary:** *The City Council heard public testimony and considered the adoption of proposed revisions to the Battle Ground Municipal Code as defined in Ordinance No. 2026-13 that are intended to comply with recent state laws surrounding housing, the Growth Management Act (GMA), and to implement the City's Comprehensive Plan.*

*Community Development Director Kristin Lehto provided a brief presentation and noted that page 27 of Ordinance No. 2026-13 includes a new section 17.133.072 titled "Residential Parking Design Standards." She recommended that subsection (A.) be revised to align with RCW 36.70A.622(e) to read: "Parking spaces may not be required to exceed 8 feet by 20 feet, except for parking spaces required for people with disabilities."*

*The Council discussed the proposed revision to 17.133.072(A.)*

**CONSENSUS was reached by Council to accept the revision of Section 17.133.072(A.) as proposed.**

**Mayor Overholser opened the public hearing at 9:24 p.m.**

- *Derek Huegel of Wolf Industries of Battle Ground provided public testimony.*

**Mayor Overholser closed the public hearing at 9:28 p.m.**

*City Clerk Elizabeth Halili read the Title of Ordinance 2026-13 (2nd Reading)*

*The Council discussed the proposed Ordinance.*
*Director Lehto and Planning Supervisor Samuel Crummett responded to questions from Council.*

**Consensus was reached by Council directing staff to amend Ordinance No. 2026-13 Section 17.106.060(c) Cottage Housing Standards to add language stating that more than one cluster would be allowed.**

**MOTION: Councilmember Ferrer moved to remove permitting of apartments in R7 zones stated on Table 17.106-1 in order to review it as a council for other options. (Maintain as Conditional Use)**
*Director Lehto and Planning Supervisor Crummett responded to questions from Council*
**SECOND: Deputy Mayor Vaile**
*The Council discussed the motion.*
*Planning Supervisor Crummett responded to questions from Council*
**VOTE: Motion Carried 4-2**
**AYES: Deputy Mayor Vaile, Councilmember McCoy, Councilmember Ferrer, Councilmember Munson**
**NAYS: Mayor Overholser, Councilmember Kuypers**
**ABSENT: Councilmember Bowman**

**MOTION: Deputy Mayor Vaile moved to adopt Ordinance No. 2026-13 amending Battle Ground Municipal Code Title 17 Zoning as amended.**
**SECOND: Councilmember Kuypers**
**VOTE: Motion Carried 6-0**
**AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson**

**NAYS: None**
**ABSENT: Councilmember Bowman**

**BUSINESS** **9:55 p.m.**

**Invocation at City Council Meetings: Presentation/Discussion**
***Presented By:*** *City Manager Kris Swanson and Deputy City Manager Robert Ferrier*
***Summary:*** *The council received a presentation and discussed the topic of adding an invocation or moment of silence at City Council meetings. Policy direction was provided to staff.*

*City Manager Kris Swanson provided a brief presentation.*
*Councilmember Bowman rejoined the meeting at 10:07 p.m.*
*The Council discussed the presentation*
*Acting City Attorney Kenneth Harper responded to questions from the Council*
*City Manager Kris Swanson responded to questions from the Council*

**MOTION: Deputy Mayor Vaile moved to direct staff to draft a resolution to amend the Governance Manual to place invocation on the agenda of every council meeting to occur immediately after the convening of the meeting and prior to the pledge of allegiance.**
**SECOND: Mayor Overholser**
*The Council discussed the motion*
**VOTE: Motion Carried 4-3**
**AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Munson**
**NAYS: Councilmember McCoy, Councilmember Bowman, Councilmember Kuypers**

*Councilmember Bowman left the meeting at 10:21 p.m.*

**ADMINISTRATIVE REPORTS** **10:22 p.m.**

- *City Manager Kris Swanson:*
  - *Thanked city staff for their work making this meeting successful and safe*

**COUNCIL COMMUNICATIONS** **10:22 p.m.**

- *Councilmember Munson:*

**MOTION: Councilmember Munson moved to make a budget amendment in the amount of $50,000 for our Mayor to hire an independent counsel/investigator for a review of city departments.**
**SECOND: Deputy Mayor Vaile**
*The council discussed the motion*
*Acting City Attorney Harper responded to questions from Council.*
*Further discussion was held by council.*

**MOTION: Mayor Overholser moved to Suspend the Rules**
**SECOND: Councilmember Munson**
**Motion carried 6-0**

**Absent: Councilmember Bowman**

**VOTE: Motion Carried 4-2**
**AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Munson**
**NAYS: Councilmember McCoy, Councilmember Kuypers**

- *Councilmember McCoy :*
  - *Expressed thoughts & prayers for people in Longview. Requested the Mayor write a letter of support to the Nippon Mill and Longview residents.*
    *Mayor Overholser stated he would write a letter.*
- *Councilmember Kuypers:*
  - *Expressed support for people in Longview. Thanked staff for their work this evening.*
- *Councilmember Munson:*
  - *Attended the BGPD Award ceremony uninvited. Asked why Council was not invited.*
    *City Manager Swanson responded to questions from Council and noted that a quorum of council would require Public Notice.*
- *Mayor Overholser:*
  - *Attended the BGPD Award ceremony. Expressed that in the future, he would like all of Council to be able to attend, and requested a Public Notice of Quorum be posted for future BGPD Award Ceremony Events.*
  - *Stated he planned to attend the upcoming Battle Ground Staff Appreciation Event*
- *Deputy Mayor Vaile:*
  - *Thanked staff for their work this evening.*
  - *Did not attend the BGPD Award ceremony. Requested that Council receive notice of these events.*
- *Councilmember Kuypers:*
  - *Would have liked to attend BGPD Award ceremony. Noted that Council has a lot of opportunities to represent the city. Encouraged Council to attend these.*
- *Mayor Overholser:*
  - *Provided an update regarding ongoing federal legislation as it pertains to the City of Battle Ground.*

**ADJOURNMENT**
*The regular meeting was adjourned at 10:42 p.m.*

**Next Meeting Date: Monday, June 15, 2026 – Study Session at 6:00 p.m. - Regular meeting at 7:00 p.m.**

Eric Overholser
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: June 15, 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.*

- This institution is an equal opportunity provider and employer.
- Información será traducida al español a petición de *cityclerk.info@cityofbg.org*
- 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 $181,132.53 ON THIS, THE 29TH DAY OF MAY, 2026.

| | ACCTG DATE | AMOUNT | |
|---|---|---|---|
| 100112-100143 | 05/26/2026 | $ 181,132.53 | REGULAR AP |
| | | $ 181,132.53 | |



Battle Ground, WA

# Check Register

Packet: APPKT05181 - R AP 05/26/2026

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: POOLED CASH-POOLED CASH** | | | | | | |
| 00089 | ALL COUNTY LOCATING SERVICES, LL | 05/26/2026 | Regular | 0.00 | 360.00 | 100112 |
| 00319 | BOYD, GAFFNEY, SOWARDS & TREOS | 05/26/2026 | Regular | 0.00 | 1,100.00 | 100113 |
| 03133 | BRAD PIESCH AGGRESSIVE ENTERPRI | 05/26/2026 | Regular | 0.00 | 95.00 | 100114 |
| 00393 | CASCADE COLUMBIA DISTRIBUTION | 05/26/2026 | Regular | 0.00 | 1,792.43 | 100115 |
| 00501 | CLARK COUNTY PUBLIC HEALTH | 05/26/2026 | Regular | 0.00 | 460.00 | 100116 |
| 00512 | CLARK COUNTY TREASURER | 05/26/2026 | Regular | 0.00 | 920.00 | 100117 |
| 00515 | CLARK PUBLIC UTILITIES | 05/26/2026 | Regular | 0.00 | 6,182.58 | 100118 |
| 00545 | COLUMBIA PRECAST PRODUCTS, LLC | 05/26/2026 | Regular | 0.00 | 483.39 | 100119 |
| 02706 | COMCAST | 05/26/2026 | Regular | 0.00 | 16.03 | 100120 |
| 00677 | DEPT OF ECOLOGY | 05/26/2026 | Regular | 0.00 | 15,246.00 | 100121 |
| 04093 | EVERETT, MAX | 05/26/2026 | Regular | 0.00 | 172.00 | 100122 |
| 00934 | GENERAL PACIFIC, INC | 05/26/2026 | Regular | 0.00 | 3,070.98 | 100123 |
| 00969 | GRAVES, JOHN | 05/26/2026 | Regular | 0.00 | 8.42 | 100124 |
| 01023 | HARRY'S KEY SERVICE | 05/26/2026 | Regular | 0.00 | 408.38 | 100125 |
| 04428 | KELLER, JIM | 05/26/2026 | Regular | 0.00 | 204.00 | 100126 |
| 01394 | MACKAY & SPOSITO, INC | 05/26/2026 | Regular | 0.00 | 118,210.64 | 100127 |
| 02988 | MARTA L. OCHOA-RUTHERFORD | 05/26/2026 | Regular | 0.00 | 65.00 | 100128 |
| 01447 | METROWATCH | 05/26/2026 | Regular | 0.00 | 715.11 | 100129 |
| 01464 | MILLER, ROBERT | 05/26/2026 | Regular | 0.00 | 189.24 | 100130 |
| 01624 | OEHLER, DAN | 05/26/2026 | Regular | 0.00 | 49.30 | 100131 |
| 04481 | PACHAMAMA EVENTS LLC | 05/26/2026 | Regular | 0.00 | 200.00 | 100132 |
| 01677 | PACIFIC BREEZE PRODUCTS, INC | 05/26/2026 | Regular | 0.00 | 78.54 | 100133 |
| 01689 | PACIFIC POWER GROUP, LLC | 05/26/2026 | Regular | 0.00 | 4,488.18 | 100134 |
| 01779 | POKI, ETHAN | 05/26/2026 | Regular | 0.00 | 172.00 | 100135 |
| 00930 | RICOH USA, INC | 05/26/2026 | Regular | 0.00 | 2,005.71 | 100136 |
| 04422 | ROBERTSON FICK ENGINEERING, PC | 05/26/2026 | Regular | 0.00 | 12,761.25 | 100137 |
| 04446 | SCHLECHT & SONS, INC | 05/26/2026 | Regular | 0.00 | 1,687.95 | 100138 |
| 02092 | SECURITAS TECHNOLOGY CORPORAT | 05/26/2026 | Regular | 0.00 | 933.90 | 100139 |
| 02121 | SUMMIT LAW GROUP PLLC | 05/26/2026 | Regular | 0.00 | 8,035.00 | 100140 |
| 02585 | TAPANI INC | 05/26/2026 | Regular | 0.00 | 117.61 | 100141 |
| 02305 | UNIVERSAL FIELD SERVICES, INC | 05/26/2026 | Regular | 0.00 | 480.00 | 100142 |
| 02397 | WALTER E. NELSON COMPANY | 05/26/2026 | Regular | 0.00 | 423.89 | 100143 |

**Bank Code POOLED CASH Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 49 | 32 | 0.00 | 181,132.53 |
| 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 |
| | **49** | **32** | **0.00** | **181,132.53** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH | 5/2026 | 181,132.53 |
| | | | **181,132.53** |

# CITY OF BATTLE GROUND
## CLAIMS VOUCHER APPROVAL

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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 $266,168.95 ON THIS, THE 5TH DAY OF JUNE, 2026.

| | ACCTG DATE | AMOUNT | |
|---|---|---|---|
| 100144-100176 | 06/01/2026 | $ 155,195.24 | REGULAR AP |
| BANK DRAFT | 05/31/2026 | $ 92,071.48 | PCARD PAYMENT |
| BANK DRAFT | 06/03/2026 | $ 18,902.23 | FUEL AP |
| | | $ 266,168.95 | |



Battle Ground, WA

# Check Register

Packet: APPKT05191 - R AP 06/01/2026

By Check Number

| Vendor Number | Vendor Name | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|---|---|---|---|---|---|---|
| **Bank Code: POOLED CASH-POOLED CASH** | | | | | | |
| 00147 | ANDREW W. WHEELER | 06/01/2026 | Regular | 0.00 | 6,000.00 | 100144 |
| 00351 | BUILDING MAINTENANCE SOLUTION | 06/01/2026 | Regular | 0.00 | 5,011.80 | 100145 |
| 00484 | CIVICPLUS, LLC | 06/01/2026 | Regular | 0.00 | 12,205.72 | 100146 |
| 00515 | CLARK PUBLIC UTILITIES | 06/01/2026 | Regular | 0.00 | 46,592.80 | 100147 |
| 01497 | CONSOR NORTH AMERICA INC | 06/01/2026 | Regular | 0.00 | 14,921.43 | 100148 |
| 02557 | CORE & MAIN LP | 06/01/2026 | Regular | 0.00 | 1,105.89 | 100149 |
| 00629 | CWCOG | 06/01/2026 | Regular | 0.00 | 323.00 | 100150 |
| 03587 | EPIC LAND SOLUTIONS, INC | 06/01/2026 | Regular | 0.00 | 924.62 | 100151 |
| 01007 | HAMER ELECTRIC INC | 06/01/2026 | Regular | 0.00 | 3,727.41 | 100152 |
| 01040 | HENDRICKSON DEVELOPMENT INC | 06/01/2026 | Regular | 0.00 | 118.90 | 100153 |
| 01192 | J2 BLUE PRINT SUPPLY CO | 06/01/2026 | Regular | 0.00 | 212.36 | 100154 |
| 04484 | JANICE JONES | 06/01/2026 | Regular | 0.00 | 750.00 | 100155 |
| 04490 | KERR, TINA | 06/01/2026 | Regular | 0.00 | 100.00 | 100156 |
| 04485 | KORESKI, FREDRICK | 06/01/2026 | Regular | 0.00 | 100.00 | 100157 |
| 04486 | LA CENTER SCHOOL DISTRICT | 06/01/2026 | Regular | 0.00 | 750.00 | 100158 |
| 01447 | METROWATCH | 06/01/2026 | Regular | 0.00 | 727.24 | 100159 |
| 04487 | MULDOON, BRIANNA | 06/01/2026 | Regular | 0.00 | 500.00 | 100160 |
| 01669 | OTAK | 06/01/2026 | Regular | 0.00 | 4,226.22 | 100161 |
| 01673 | OWEN EQUIPMENT COMPANY | 06/01/2026 | Regular | 0.00 | 8,298.47 | 100162 |
| 01728 | PBS ENGINEERING & ENVIRONMENT | 06/01/2026 | Regular | 0.00 | 3,367.50 | 100163 |
| 03248 | PRECISION CONCRETE CUTTING INC | 06/01/2026 | Regular | 0.00 | 18,004.23 | 100164 |
| 04483 | RUSS GRIMMER | 06/01/2026 | Regular | 0.00 | 750.00 | 100165 |
| 01966 | SCHINDLER ELEVATOR CORPORATIO | 06/01/2026 | Regular | 0.00 | 7,245.84 | 100166 |
| 04482 | SILVIA SALAZAR ESPINOZA | 06/01/2026 | Regular | 0.00 | 150.00 | 100167 |
| 03942 | SW WA WINERY ASSOC | 06/01/2026 | Regular | 0.00 | 1,000.00 | 100168 |
| 02585 | TAPANI INC | 06/01/2026 | Regular | 0.00 | 120.55 | 100169 |
| 02242 | TK ELEVATOR CORPORATION | 06/01/2026 | Regular | 0.00 | 711.13 | 100170 |
| 04488 | TORRES, RAFAEL LEMUS | 06/01/2026 | Regular | 0.00 | 112.50 | 100171 |
| 04210 | TOTAL MECHANICAL INC | 06/01/2026 | Regular | 0.00 | 13,674.74 | 100172 |
| 02294 | UNIFIRST CORPORATION | 06/01/2026 | Regular | 0.00 | 178.92 | 100173 |
| 02397 | WALTER E. NELSON COMPANY | 06/01/2026 | Regular | 0.00 | 1,281.62 | 100174 |
| 02415 | WASHINGTON STATE CRIMINAL JUS | 06/01/2026 | Regular | 0.00 | 1,252.35 | 100175 |
| 04489 | WASHOUGAL HIGH SCHOOL | 06/01/2026 | Regular | 0.00 | 750.00 | 100176 |

**Bank Code POOLED CASH Summary**

| Payment Type | Payable Count | Payment Count | Discount | Payment |
|---|---|---|---|---|
| Regular Checks | 38 | 33 | 0.00 | 155,195.24 |
| 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 |
| | **38** | **33** | **0.00** | **155,195.24** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH | 6/2026 | 155,195.24 |
| | | | **155,195.24** |

Battle Ground, WA

# Check Register

Packet: APPKT05199 - US BANK 04/2026

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 | 05/31/2026 | Bank Draft | 0.00 | 92,071.48 | DFT0003039 |

**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 | 311 | 1 | 0.00 | 92,071.48 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **311** | **1** | **0.00** | **92,071.48** |

Battle Ground, WA

# Check Register

Packet: APPKT05202 - 05/2026 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 | 06/03/2026 | Bank Draft | 0.00 | 18,902.23 | DFT0003040 |

**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 | 18,902.23 |
| EFT's | 0 | 0 | 0.00 | 0.00 |
| | **1** | **1** | **0.00** | **18,902.23** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH | 6/2026 | 18,902.23 |
| | | | **18,902.23** |

# Fund Summary

| Fund | Name | Period | Amount |
|---|---|---|---|
| 999 | POOLED CASH | 5/2026 | 92,071.48 |
| | | | **92,071.48** |

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Mark Herceg, Public Works Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Consent |
| Subject: | SE Grace Avenue Phase 2 – ROW Purchase Approval – Wigen |

| **Legislative History:** | |
|---|---|
| • Admin: | April 6, 2026 |
| • Consent: | June 15, 2026 |

**Staff Report Summary**

The City Council will consider approving the purchase of an easement for the SE Grace Avenue Phase 2 Improvements project through passage of the consent agenda.

**Background**

The city has been working on the SE Grace Avenue Phase 2 Improvements project for many years. Most recently, the City has been working to purchase the property and easements that will be necessary to construct the project. Through the design process it was determined that acquisition and easements would be necessary for twenty-three parcels. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

As discussed during the Admin portion of the April 6, 2026 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 Wigen property for $6,000, which is the Fair Market Value. This purchase includes a temporary construction easement. This is the third of twenty-three 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 Wigen property in the amount of $6,000 through passage of the consent agenda.

## 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**
**109 SW 1ST STREET**
**BATTLE GROUND, WA 98604**

**Document Title: Temporary Easement**
**Reference Number of Related Document: N/A**
**Grantor(s): Kristin L. Wigen**
**Grantee(s): CITY OF BATTLE GROUND**
**Legal Description: Lot(s) 34, WELLINGTON SQUARE, 310/909**
**Additional Legal Description is on Page 4 of Document.**
**Assessor's Tax Parcel Number: 91057242**

# TEMPORARY EASEMENT

**SE Grace Avenue Phase 2 Improvements**

The Grantor(s), **Kristin L. Wigen, as her separate estate**, 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, a Washington municipal corporation** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of facilitating the construction of improvements in the Right of Way Easement.

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 on February 9, 2029, 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 Waiver Valuation; whichever is higher. Grantee shall

notify Grantor in writing and render payment prior to exercising this option.

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** unless and until accepted and approved hereon in writing for the **CITY OF BATTLE GROUND**, by its authorized agent.

Dated: May 29th, 2026

Kristin L. Wigen

**Kristin L. Wigen**

STATE OF WASHINGTON )
: ss
County of Clark )

On this 29th day of May 2026 before me personally appeared **Kristin L. Wigen** to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

JILL WYATT
COMM. EXPIRES 02/06/2028
NOTARY
---
PUBLIC
COMM. NO. 24009160
STATE OF WASHINGTON

Notary Public in and for the State of Washington, residing at Jefferson OR

My commission expires 2-6-2028

**TEMPORARY EASEMENT**

Accepted and Approved

**CITY OF BATTLE GROUND**

By:_____
Authorized Name/Title

Date: _____, 2026

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 _____

MacKay Sposito

17787LD3_TCE
9/16/2025
KDB

Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683
360-695-3411 | www.mackaysposito.com

# EXHIBIT "A"

## LEGAL DESCRIPTION
## TEMPORARY CONSTRUCTION EASEMENT
## CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BARGAIN AND SALE DEED CONVEYED TO KRISTIN WIGEN, RECORDED UNDER AUDITOR'S FILE NO. 4958296, RECORDS OF CLARK COUNTY WASHINGTON, LYING WITHIN LOT 34 OF THE WELLINGTON SQUARE SUBDIVISION, BOOK 310, PAGE 909, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

**BEGINNING** AT A POINT LYING 35.00 FEET LEFT OF STATION 1+85.00 OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 35.00 FEET LEFT OF STATION 3+05.14 OF SAID CONSTRUCTION CENTERLINE;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 36.42 FEET LEFT OF STATION 3+26.00 OF SAID CONSTRUCTION CENTERLINE AND THE **TERMINUS** THEREOF;

**EXCEPT** ANY PORTION THEREOF LYING WITHIN THE PUBLIC RIGHT-OF-WAY.

CONTAINS 668 SQUARE FEET, MORE OR LESS.




9-17-2025

MacKay Sposito

17787SS1-GRACE CL
9/17/2025
GAH
Vancouver Office

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683
360-695-3411 | www.mackaysposito.com

**EXHIBIT "B"**
**SE GRACE AVENUE**
**CONSTRUCTION CENTERLINE**

A CONSTRUCTION CENTERLINE LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST AND THE SW QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A BRASS DISK MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2; THENCE SOUTH 01°13'14" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE 2027.72 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°20'58" EAST A DISTANCE OF 2.00 FEET TO THE **BEGINNING** OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, ALSO BEING STATION 0+00;

THENCE NORTH 01°13'14" EAST A DISTANCE OF 41.58 FEET TO SE GRACE CONSTRUCTION CENTERLINE STATION 0+41.58; ALSO BEING THE BEGINNING OF A 500.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°49'25", AN ARC DISTANCE OF 120.63 FEET TO CONSTRUCTION CENTERLINE STATION 1+62.21;

THENCE NORTH 12°36'10" WEST A DISTANCE OF 1100.33 FEET TO THE BEGINNING OF A 620.00 FOOT RADIUS CURVE TO THE LEFT, ALSO BEING CONSTRUCTION CENTERLINE STATION 12+62.54;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°06'25", AN ARC DISTANCE OF 152.65 FEET TO CONSTRUCTION CENTERLINE STATION 14+15.19;

THENCE NORTH 26°42'36" WEST A DISTANCE OF 414.15 FEET TO THE BEGINNING OF A 500.00 FOOT CURVE TO THE RIGHT, ALSO BEING CONSTRUCTION CENTERLINE STATION 18+29.34;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°48'26", AN ARC DISTANCE OF 233.94 FEET TO CONSTRUCTION CENTERLINE STATION 20+63.28;

THENCE NORTH 00°05'51" EAST A DISTANCE OF 286.72 FEET TO CONSTRUCTION CENTERLINE STATION 23+50.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

**E MAIN STREET**
**CONSTRUCTION CENTERLINE**

A CONSTRUCTION CENTERLINE LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING THE E MAIN STREET CONSTRUCTION CENTERLINE STATION 110+85.77.

THENCE NORTH 89°31'57" WEST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 785.77 FEET TO THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE, ALSO BEING CONSTRUCTION CENTERLINE STATION 103+00.00.



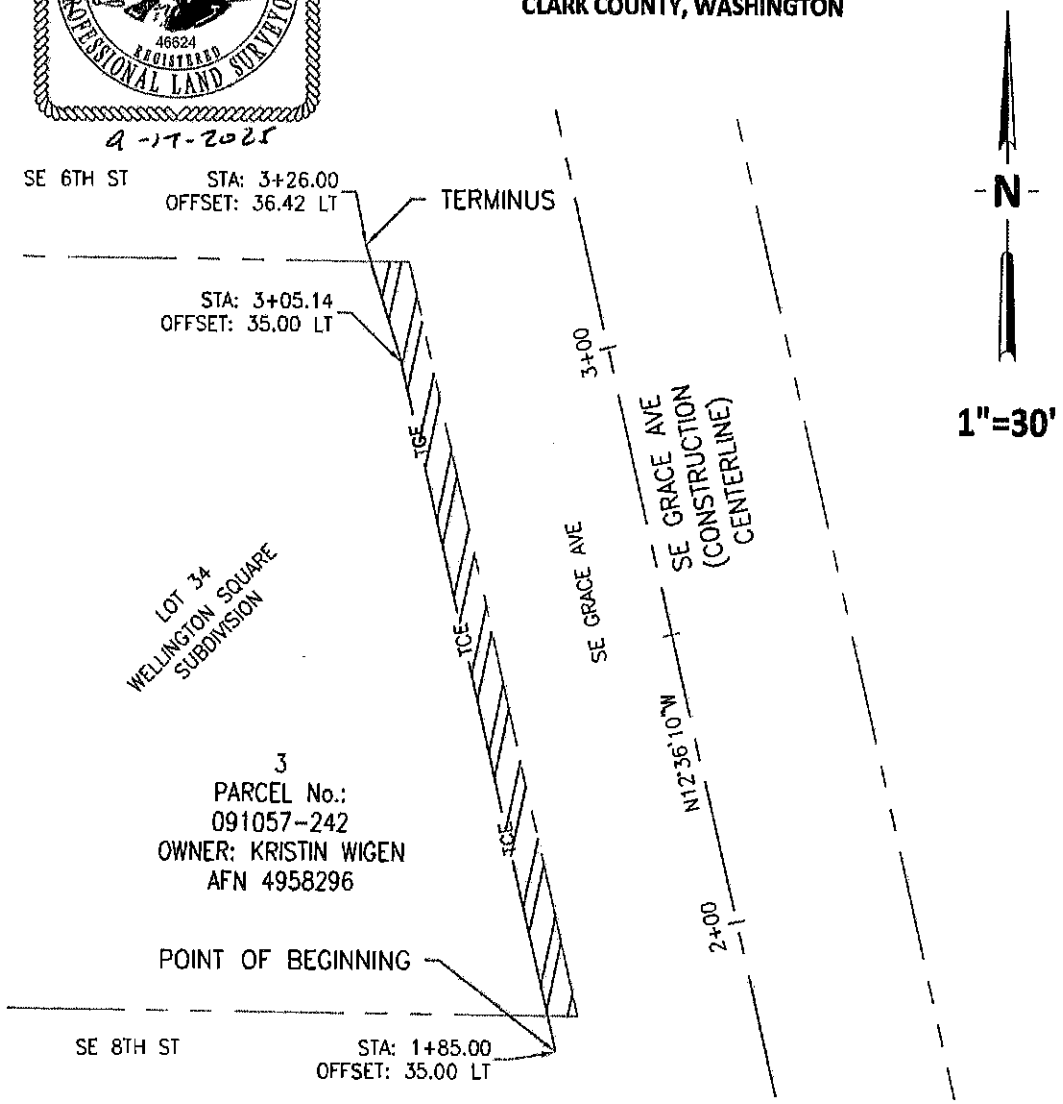

4-17-2025

# EXHIBIT "C"
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT

**CITY OF BATTLE GROUND**
**CLARK COUNTY, WASHINGTON**

PATRICK J. SCOTT
STATE OF WASHINGTON
46624
REGISTERED
PROFESSIONAL LAND SURVEYOR

4-17-2025




MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

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18405 SE MILL PLAIN BLVD., SUITE 100
VANCOUVER, WA 98683
PHONE: (360) 695-3411

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Mark Herceg, Public Works Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Consent |
| Subject: | Hamline University Membership Agreement – Agreement |

| **Legislative History:** | |
|---|---|
| • Action: | July 15, 2024 (Original Agreement) |
| • Action: | June 15, 2026 |

**Staff Report Summary**

The City Council will consider authorizing the City Manager to sign a Membership Agreement with Hamline University for its Adopt-A-Drain Program through passage of the consent agenda.

**Background**

The City of Battle Ground is a permittee under Washington State Department of Ecology's NPDES Phase II Permit based on our population. The City is required to perform education and outreach to its citizens as one of the permit requirements.

The City has frequently partnered with other agencies and groups to cost effectively meet this requirement. Hamline University provides a program that meets this requirement. The program allows citizens to adopt a catch basin near their house, which benefits the City by keeping it clean, and benefits the citizen by teaching them about the stormwater system.

The Puget Sound region has successfully used this program and the City and many other Clark County jurisdictions have been participating for the last few years. This Agreement will renew the partnership. The City currently has 17 residents who have adopted 18 drains in the program.

## Goals and Objectives Relevance

Approving this Agreement would achieve the City Council's goal to improve and maintain infrastructure systems by allowing the City's citizens to help maintain and learn about the City's stormwater infrastructure.

## Fiscal and Policy Implications

All costs related to this Agreement are included in the City's budget under Drainage/Education.

## Options

| Option | Results |
|---|---|
| • Authorize Signing Of Agreement | City will have a cost effective way to meet its NPDES Phase II Permit requirements. |
| • Do Not Authorize Signing Of Agreement | City will need to come up with other methods to meet this requirement. |
| • 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 Membership Agreement with Hamline University.

## Attachments

| | |
|---|---|
| A. | Membership Agreement |

## Legal Review

N/A, Agreement is the same that was previously reviewed.

**AGREEMENT NO. C2026-04-30**
**BETWEEN**
**HAMLINE UNIVERSITY**
**CENTER FOR GLOBAL ENVIRONMENTAL EDUCATION ("CGEE")**
**AND**
**CITY OF BATTLE GROUND**
**FOR**
**Adopt-a-Drain Program**
**Membership Agreement**

THIS AGREEMENT ("**Agreement**") is made by and between **Hamline University Center for Global Environmental Education** (**"CGEE"**) **and City of Battle Ground** ("**Organization**").

**1. PURPOSE OF AGREEMENT.**

This Agreement provides the Organization with membership in the CGEE Adopt-a-Drain program. The Adopt-a-Drain program provides tools to residents mobilized by the Organization (herein such mobilized residents are referred to as "Participants"). The Participants work within a targeted geographic area established by the Organization to take regular and sustained actions to manage localized flooding risks and reduce runoff pollution by clearing debris obstructing storm drains in the catch basin related to the Participants' geographic area. The Organization's Participants are permitted to sign up for the Adopt-a-Drain program online at Adopt-a-Drain.org. Participants are permitted to create an Adopt-a-Drain program account that allows them to adopt and un-adopt drains, report the amount of debris they collect, and share their Adopt-a-Drain program experiences and photos via social media, e.g., Facebook, X, and Instagram.

**2. TERM OF AGREEMENT.**

The term of this Agreement shall begin when fully executed by the Parties and shall terminate on **December 31, 2030** ("Termination Date"), unless amended by written agreement of the Parties or terminated earlier pursuant to the provisions hereof.

3. **MEMBERSHIP BENEFITS AND OBLIGATIONS.**

**3.1 Membership Benefits**

1. Inclusion of catch basin geographic information system ("GIS") data submitted by the Organization on the Adopt-a-Drain.org website.
2. Access to an administrative portal with data regarding Participants and Participants' reported pollution that allows the Organization's authorized admins, not to exceed five (5), to view participation impacts over time; sort data by geographic region; sort data according to pollution type; convert data from gallons to pounds; create reports of pollution on behalf of Participants; edit reports to correct mistakes; export reports to .csv to summarize and analyze Participants' submitted data.
3. Access by the Organization to a downloadable list of Participants who sign up for the Adopt-a-Drain program related to Organization.
4. Access for the Organization to online design files for creating branded, customizable marketing materials and educational resources to promote the Adopt-a-Drain program to Participants and catch basin area residents and sustain the Organization's participation in the Adopt-a-Drain program.
5. Access for the Organization to online design files for creating a safety "tip card" that outlines basic safety and best-practices for clearing drains and sorting and disposing of waste.
6. Access for the Organization to customizable social media posts.

7. Ability for the Organization to purchase customized materials such as yard signs, window clings and other materials.
8. Access for the Organization to the Adopt-a-Drain program's member photo resources.

### 3.2 Membership Obligations

1. Adherence to this Agreement.
2. Adherence to the Terms of Use set forth online at Adopt-a-Drain.org including, but not limited to, the use of the Adopt-a-Drain program materials and logo.
3. Facilitate or provide the Organization's catch basin GIS data, and data updates, in the Adopt-a-Drain program requested format for inclusion on the site.
4. Payment of annual membership dues as invoiced, according to the pricing sheet attached hereto as Exhibit C.
5. Payment for signs and print materials, as invoiced, according to the pricing sheet attached hereto as Exhibit C.
6. Payment for services, on an hourly basis, and additional materials, as requested, as invoiced, according to the pricing sheet attached hereto as Exhibit C.

## 4. DATA.

### 4.1 Definitions

***"Authorized Persons"*** means an individual or individuals with an authorized business need to access Data under this Agreement to perform the obligations as set forth herein.

***"Data"*** means all information provided by the Organization, including but not limited to Participants, under this Agreement and information which CGEE creates or collects in the performance of this Agreement.

***"Personally Identifiable Data"*** ("PID") means information that (a) identifies an individual or that may be used to track, locate or identify an individual or (b) is related to an identified or identifiable individual.

### 4.2 Data Ownership

All Data will be jointly owned by the Organization and CGEE. The Parties agree that no warranty of any kind is given by either Party with respect to the Data.

### 4.3 Data Use

The Parties shall only use, transmit, distribute, modify, reproduce, display, and store Data for the purposes set forth in this Agreement. The Parties shall not use Data or derivative information for the benefit of the Parties or other third parties, and will not share, publish, sublicense, resell or disclose to third parties or publicly set forth in this Agreement or as required by law.

### 4.4 Data Security

The Parties must be and remain in compliance in all respects with all applicable federal, state, local or industry laws, rules and regulations relating to data privacy and security, and agree to remain in compliance with such laws in all jurisdictions in which CGEE presently or will be doing business under this Agreement.

CGEE shall maintain and enforce appropriate physical, technical, policy and administrative safeguards, precautions and measures (including on CGEE's computer systems and networks) where Data is, or can be, accessed, stored or transmitted, to protect the Data from loss, misuse, alteration, corruption, unauthorized access, or unauthorized acquisition whether at rest or in-transit.

**5. PAYMENT.**

Organization shall pay annual membership dues to CGEE as set forth in the pricing sheet attached hereto as Exhibit A. In addition, in the event that Organization requests goods and services from CGEE under this Agreement, including, but not limited to, the goods and services described in section 3 of this Agreement, CGEE will be compensated and/or reimbursed based on the fees and costs outlined in the pricing sheet attached hereto as Exhibit C. The Parties agree that this Agreement is not to exceed **$14,000.00**, unless otherwise agreed to by the Parties in a written amendment.

**5.1 Payment Procedures.**

CGEE may submit invoices to the Organization as frequently as once per month including, but not limited to, work in progress, for partial payment for work completed to date. Payment shall be made by the Organization to CGEE within thirty (30) calendar days of the Organization's receipt of CGEE's invoice.

**Deliver all invoices and invoice/billing notices under this Agreement to:**

| **If to Organization:** | **If to CGEE:** |
|---|---|
| Amy Georgeson<br>Stormwater Coordinator<br>Public Works, Battle Ground<br>109 SW 1st St<br>Battle Ground, WA<br>98604<br>360.342.5068<br>Amy.Georgeson@cityofbg.org | Brinkley Prescott<br>Operations Director, CGEE<br>Hamline University<br>1536 Hewitt Ave, MS-A1760<br>St. Paul, MN 55104<br>(651) 523-2591<br>bprescott01@hamline.edu |

**5.2 Addresses for Notices and Deliverables**

All notices, requests, and other communications under this Agreement shall be in writing and delivered to the following addresses (or such other addresses as that Party may designate in writing):

| **If to Organization:** | **If to CGEE:** |
|---|---|
| Amy Georgeson<br>Stormwater Coordinator<br>Public Works, Battle Ground<br>109 SW 1st St<br>Battle Ground, WA<br>98604<br>360.342.5068<br>Amy.Georgeson@cityofbg.org | Tracy Fredin<br>Executive Director, CGEE<br>Hamline University<br>1536 Hewitt Avenue<br>Saint Paul, MN 55104<br>(651) 523-3105<br>tfredin@hamline.edu<br><br>Brinkley Prescott<br>Operations Director, CGEE<br>Hamline University<br>1536 Hewitt Ave, MS-A1760<br>St. Paul, MN 55104<br>(651) 523-2591<br>Bprescott01@hamline.edu |

| | |
|---|---|

**6. NO JOINT UNDERTAKING.**

The relationship of the Parties shall be that of independent Parties. Nothing in this Agreement shall be construed to make or render the Parties hereto partners, joint ventures, or participants in any joint undertaking whatsoever.

**7. NO THIRD-PARTY BENEFICIARIES**.

This Agreement is entered into solely for the mutual benefit of the Parties hereto. This Agreement is not entered into with the intent that it shall benefit either Party's agents, assigns, consultants or contractors, and no such other person or entity shall be a third-party beneficiary of this Agreement. Without in any way limiting the foregoing, Participants are not beneficiaries to this Agreement.

**8. INDEMNIFICATION.**

Each Party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other Party and its affiliates, trustees, directors, officers, members, partners, principals, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees and costs (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this Agreement, including but not limited to (i) any breach of this Agreement; and (ii) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by a Party, its officers, directors, trustees, agents, contractors, employees, representatives, and Participants. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.

**9. INSURANCE**.

CGEE maintains general liability, workers' compensation coverage as required in the State of Minnesota for Hamline University employees, and commercial automobile liability insurance coverages. Upon request, CGEE can provide a certificate of insurance indicating this coverage and listing the Organization as additionally insured.

**10. TERMINATION.**

Either Party may unilaterally terminate this Agreement at its sole discretion upon seven (7) calendar days written notice.

**11. ASSIGNMENT.**

This Agreement shall not be assigned in whole or in part by any Party without the prior written approval of the other Party.

**12. COMPLIANCE WITH LAW.**

The Parties to this Agreement shall comply with all federal, state, and local laws and ordinances.

**13. SEVERABILITY**.

If any provision of this Agreement or any provision of any law, rule or document incorporated by reference into this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which legally can be given effect without the invalid provision. To this end, the provisions of this Agreement are declared to be severable.

**14. APPLICABLE LAW.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The jurisdiction and venue of any action brought hereunder shall be in the District Court of Ramsey County.

**15. AUDIT**.

Throughout the term of this Agreement, and for a period of no less than three years from the Termination Date, each Party will keep and make available for each other's inspection and audit all records pertaining to any payments by the Organization and Participants to the Adopt-a-Drain program, including accounting records. The Parties shall furnish to each other copies of these records upon request and shall maintain the records in accordance with work order accounting procedures prescribed by the State Auditor's Office.

**16. AMENDMENT.**

This Agreement shall not be amended or modified except by mutual agreement of the Parties, in writing, and signed by the Parties hereto.

**17. ENTIRE AGREEMENT**.

This Agreement and any written attachments or Amendments hereto, constitutes the complete contractual agreement of the Parties and any oral representations or understandings not incorporated herein are excluded.

**18. TERMINATION OR END OF TERM.**

Upon termination of this Agreement, the Organization shall have thirty (30) calendar days to request, in writing, that CGEE provide the Organization with the most current Data, provided by the Organization, in its system, including any Participant information relevant to the Organization. Upon the Organization's written request, CGEE shall destroy or de-identify all remaining PID Data relevant to the Organization's Data in its possession.

**19. LIABILITY.**

Under no circumstances shall CGEE or the Adopt-a-Drain program herein be considered or construed as assuming or conveying any actual, operational, or physical control over or responsibility for any aspect of any infrastructure related to the Organization's or Participants' activities under this Agreement. CGEE or Hamline University shall have no liability for any damages sustained to any infrastructure related to any act or omission by the Organization or Participants related to this Agreement.

**20. FORCE MAJURE.**

Neither Party shall be held responsible for performance under this Agreement where such performance is prevented by acts or events beyond the party's reasonable control including, but not limited to, war, terrorism, cyberattacks, epidemics, pandemics, natural disasters, severe weather and storms, strikes, and other labor unrest, electrical supply disruptions, nuclear or other civil military emergencies, or acts of legislative, judicial, executive branches.

**21. SURVIVAL.**

Any provisions of this Agreement relating to Indemnification shall survive the termination or expiration of this Agreement. Section 4, Data, shall survive and remain in effect at all times Organization Data remains in CGEE's possession. In addition, any terms and conditions

contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

IN WITNESS WHEREOF, in consideration of the terms, conditions and covenants contained herein, or attached and incorporated and made a part hereof, the Parties have executed this Agreement by having their representatives affix their signatures below.

| **HAMLINE UNIVERSITY CENTER FOR GLOBAL ENVIRONMENTAL EDUCATION (CGEE)** | **CITY OF BATTLE GROUND, WA** |
|---|---|
| By _____ | By _____ |
| Signature | Signature |
| Tracy Fredin | |
| Type or Print Name | Type or Print Name |
| Director, CGEE | |
| Title | Title |
| _____ | _____ |
| Date | Date |

**Exhibits:**
Exhibit A: Scope of Work
Exhibit B: Schedule
Exhibit C: Budget

## Exhibit A: Scope of Work

Organization will adhere to the use of the Adopt-a-Drain program materials and logo as laid out in the *Adopt-a-Drain Brand Standards and Marketing Guide*.

### Task 1: Program Set Up

- na

### Task 2: Program Management and Implementation

- The Annual Site License Membership includes the technical application, access by the Organization to reports and data and to Adopt-a-Drain branded outreach materials, and the participant support noted under Task 3.
- Prepare and provide a summary evaluation and report at the end of the year.

### Task 3: Direct Participant Support

- Purchase/print and store signs, sign stakes, welcome letters, tip cards and envelopes for welcome packets.
- Regularly pull new participant data for welcome packets.
- Assemble and mail welcome packets to new participants in the Organization service area.
- *As part of Annual Membership in Task 2*: Send reporting reminders to and answer questions from participants.
- Purchase additional welcome packet materials and assemble and mail additional packets, if requested, at the rates listed in Exhibit C: Budget.

### Task 4: Marketing/Outreach

- Consult, if requested, on tasks to manage and grow social media presence, for an additional hourly charge as noted in Exhibit C.
- Do additional marketing and outreach consultation, if requested, for an additional hourly charge as noted in Exhibit C.

## Exhibit B: Schedule

*Contract Execution through December 31, 2030*

**Program Set Up:**

- *na*

**Program Management and Implementation:**

- *Upon contract execution*: Send invoice for – (a) set-up costs, and (b) site license annual membership.
- *June:* Send invoice for packet materials and shipping and handling, if designated in Exhibit C.
- *December*: Send invoice for packet materials and shipping/ handling, social media collaboration, and/or year-end report, as designated in Exhibit C.
- *December/January*: Prepare and send year-end report.

**Direct Participant Support:**

- *First months*: Program kick-off.
- *First months/Ongoing*: Purchase/print and store signs, sign stakes, welcome letters, tip cards and envelopes for welcome packets, if designated, as needed.
- *Ongoing*: Regularly pull new participant data for welcome packets, if designated, as needed.
- *Ongoing*: Assemble and mail welcome packets to new participants, if designated, as needed.
- *Ongoing*: Send reporting reminders to and answer questions from participants.

**Marketing/Outreach:**

*Ongoing:*

- Do marketing and outreach consultation, if requested, for an additional hourly charge.

# Exhibit C: Budget 2026-2030

**5-Year Budget 2026 - 2030**

| Item description | Quantity | Unit | Amt | Cost | Notes |
|---|---|---|---|---|---|
| **ANNUAL FEES** | | | | | |
| **Program Management and Implementation** | | | | | |
| Site License: Annual Membership 2026 | 21,119 | people | $0.062 | $1,309.38 | Includes technical application, support, and access to our branded outreach materials |
| Site License: Annual Membership 2027 | 21,119 | people | $0.062 | $1,309.38 | Includes technical application, support, and access to our branded outreach materials |
| Site License: Annual Membership 2028 | 21,119 | people | $0.062 | $1,309.38 | Includes technical application, support, and access to our branded outreach materials |
| Site License: Annual Membership 2029 | 21,119 | people | $0.062 | $1,309.38 | Includes technical application, support, and access to our branded outreach materials |
| Site License: Annual Membership 2030 | 21,119 | people | $0.062 | $1,309.38 | Includes technical application, support, and access to our branded outreach materials |
| Summary Evaluation and Report 2026 | 5 | hours | $50.00 | $250.00 | We will compile a year end report for you to use. |
| Summary Evaluation and Report 2027 | 5 | hours | $50.00 | $250.00 | We will compile a year end report for you to use. |
| Summary Evaluation and Report 2028 | 5 | hours | $50.00 | $250.00 | We will compile a year end report for you to use. |
| Summary Evaluation and Report 2029 | 5 | hours | $50.00 | $250.00 | We will compile a year end report for you to use. |
| Summary Evaluation and Report 2030 | 5 | hours | $50.00 | $250.00 | We will compile a year end report for you to use. |
| **Program Management and Implementation Subtotal** | | | | **$7,796.89** | |
| **Welcome Packets** | | | | | |
| Coroplast Signs and Stakes | 250 | pieces | $3.80 | $950.00 | Lightweight coroplast sign and metal stake |
| Welcome Packets and Cards | 250 | pieces | $2.15 | $537.50 | Printed welcome packet includes envelope, welcome letter, and tip card |
| Welcome Packet Distribution | 250 | pieces | $13.00 | $3,250.00 | Postage and handling for welcome packet and signs |
| **Welcome Packets Subtotal** | | | | **$4,737.50** | |
| *Additional welcome packets may be requested, at the rates listed above* | | | | | |
| **Total** | | | | **$12,534.39** | |
| Administrative Fee 10% | | | 10% | $1,253.44 | |
| **5-yearTotal** | | | | **$13,787.83** | |

# Exhibit C: Annual Budget

**Annual Budget**

| Item description | Quantity | Unit | Amt | Cost | Notes |
|---|---|---|---|---|---|
| **ANNUAL FEES** | | | | | |
| **Program Management and Implementation** | | | | | |
| Site License: Annual Membership | 21,119 | people | $0.062 | $1,309.38 | Includes technical application, support, and access to our branded outreach materials |
| Summary Evaluation and Report | 5 | hours | $50.00 | $250.00 | We will compile a year end report for you to use. |
| **Program Management and Implementation Subtotal** | | | | **$1,559.38** | |
| **Welcome Packets** | | | | | |
| Coroplast Signs and Stakes | 50 | pieces | $3.80 | $190.00 | Lightweight coroplast sign and metal stake |
| Welcome Packets and Cards | 50 | pieces | $2.15 | $107.50 | Printed welcome packet includes envelope, welcome letter, and tip card |
| Welcome Packet Distribution | 50 | pieces | $13.00 | $650.00 | Postage and handling for welcome packet and signs |
| **Welcome Packets Subtotal** | | | | **$947.50** | |
| *Additional welcome packets may be requested, at the rates listed above* | | | | | |
| **Total** | | | | **$2,506.88** | |
| Administrative Fee 10% | | | 10% | $250.69 | |
| **Annual Total** | | | | **$2,757.57** | |

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Mark Herceg, Public Works Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Consent |
| Subject: | RR Stormwater Facility – ROW Purchase Approval |

| **Legislative History:** | |
|---|---|
| • Admin: | April 6, 2026 |
| • Consent: | June 15, 2026 |

**Staff Report Summary**

The City Council will consider approving the purchase of property for the RR Stormwater Facility project through passage of the consent agenda.

**Background**

The City has been working on the RR Stormwater Facility project for a couple of years. The subdivisions on Tukes Mountain were developed prior to current stormwater regulations. Therefore, there are no storm ponds meaning the stormwater ties directly into the RR ditch, which causes frequent flooding. The project will take stormwater from the ditch and direct it to a new stormwater facility, which will help prevent the flooding and meet a requirement of the most recent version of the NPDES Stormwater Phase II Permit. Most recently, the City has been working to purchase property that will be necessary to construct the project. Through the design process it was determined that one parcel would be necessary to construct the project. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

As discussed during the Admin portion of the April 6, 2026 Council Meeting, City staff would negotiate within the limits of City Policy to acquire said property.

The City was able to negotiate a settlement with the owners of the McNeal property for $1,135,000, which was the Fair Market Value. This purchase includes a permanent acquisition of the parcel. This is the only acquisition that is necessary to construct the project.

Please note this purchase is being completed through a Purchase & Sales Agreement to provide time for the City to complete remaining due diligence (environmental investigation) prior to the sale being finalized.

## 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 stormwater 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 the McNeal property in the amount of $1,135,000 and authorize the City Manger to sign the Purchase & Sales Agreement.

## Attachments

| | |
|---|---|
| A. | Purchase & Sales Agreement |

## Legal Review

| Type of Document | Title of Document | Date Reviewed by Legal Counsel |
|---|---|---|
| • Agreement | Purchase & Sales Agreement | Reviewed by Ken Harper on May 7, 2026. |

Docusign Envelope ID: A65D0988-3AF5-8B25-8134-130E8FC65ADD

# PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT ("Agreement") is made effective as of the _____ day of May, 2026, by and between Steven A. McNeal, personal representative of the Estate of Robert J. McNeal, deceased ("Seller") and the City of Battle Ground, a Washington municipal corporation ("Buyer").

## RECITALS

This Agreement is made with reference to the following facts and objectives:

A. Seller is the owner of certain real property located in Battle Ground, Washington. A legal description of said lands is found at **Exhibit A** attached hereto.

B. Seller is willing to sell the above-referenced real property to Buyer, together with all privileges, rights, easements, hereditaments, and appurtenances thereunto belonging; all right, title and interest of Seller in and to any streets, alleys, ramps, passages, abutter's rights and other rights-of-way included therein or adjacent thereto; all water, mineral and other subsurface rights owned by Seller; and improvements including all buildings and related facilities (the "Property"), and Buyer is willing to buy the Property from Seller under the terms and conditions set forth in this Agreement.

## AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which being hereby acknowledged, and in consideration of the mutual promises set forth in this Agreement, the Parties agree as follows:

1. **Definitions and Interpretation**.

1.1 As used in this Agreement:

1.1.1 "Additional Deposit(s)" has the meaning set forth in Subsection 3.2.2.

1.1.2 "Additional Evaluation Period" has the meaning set forth in Subsection 6.1.2.

1.1.3 "Agreement" means this Purchase and Sale Agreement between Buyer and Seller.

1.1.4 "Brokers' Commission" has the meaning set forth in Section 10.

1.1.5 "Buyer" has the meaning set forth in the introductory paragraph above.

1.1.6 "Buyer's Title Notice" has the meaning set forth in Subsection 4.2.

1.1.7 "Buyer's Termination Event" has the meaning set forth in Subsection 6.3.1.

1.1.8 "Closing" means the consummation of the conveyance of the Property to Buyer and the payment of the Purchase Price to Seller as provided in this Agreement.

1.1.9 "Closing Date" has the meaning set forth in Section 5.

DS
SM

Docusign Envelope ID: A65D0988-3AF5-8B25-8134-130E8FC65ADD

1.1.10 "Deed" has the meaning set forth in Subsection 5.1.1.

1.1.11 "Deposit" has the meaning set forth in Subsection 3.2.1 read in conjunction with Subsections 3.2.2 and 3.2.3.

1.1.12 "Disapproved Items" has the meaning set forth in Subsection 4.2.

1.1.13 "Escrow Agent" has the meaning set forth in Subsection 3.2.1.

1.1.14 "Environmental Contamination" means the existence or release (including sudden or no sudden, accidental or nonaccidental leaks, spills, disposal, deposit and migration) of, or exposure to, any Hazardous Substance in, into, onto or under the environment (including the air, soil, surface water and ground water).

1.1.15 "Evaluation Period" has the meaning set forth in Subsection 6.1.1 read in conjunction with Subsection 6.1.2.

1.1.16 "Execution Date" has the meaning set forth in Subsection 3.2.1.

1.1.17 "Good Funds" means a wire transfer of funds, an official check drawn or issued by a national banking association, other form of warrant or draft, or cash.

1.1.18 "Hazardous Substance" means all toxic or hazardous materials, chemicals, wastes, pollutants or similar substances, including Petroleum and Petroleum products, polychlorinated biphenyls, radioactive substances, asbestos insulation and/or urea formaldehyde insulation, and any other substance which has in the past or could in the future constitute a health, safety or environmental hazard to any person or property, including all substances which are regulated, governed, restricted or prohibited by any federal, state or local law, decision, statute, rule, regulation or ordinance currently in existence or hereafter enacted or rendered, including those materials or substances defined as "hazardous substances," "hazardous materials," "toxic substances" or "pollutants" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*, the Toxic Substances Control Act, 15 U.S.C.
§ 2601, *et seq.*, the Clean Air Act, 42 U.S.C. § 7401, *et seq.*, the Clean Water Act, 33 U.S.C. § 1251, *et seq.*, and any applicable statutes, ordinances or regulations under the laws of the state in which the Property is located, and any rules and regulations promulgated thereunder, all as presently or hereafter amended.

1.1.19 "Information" has the meaning set forth in Subsection 6.1.1(a)(iii).

1.1.20 "Initial Deposit" has the meaning set forth in Subsection 3.2.1.

1.1.21 "Notices" has the meaning set forth in Subsection 11.1.

1.1.22 "Petroleum" includes oil or petroleum of any kind and in any form including oil, petroleum, fuel oil, oil sludge, oil refuse, oil mixed with other waste, crude oil, gasoline, diesel fuel and kerosene.

1.1.23 "Party" means either Seller or Buyer. "Parties" means Seller and Buyer.

1.1.24 "Purchase Price" has the meaning set forth in Subsection 3.1.

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1.1.25 "Property" has the meaning set forth in Recital B above.

1.1.26 "Seller" has the meaning set forth in the introductory paragraph above.

1.1.27 "Seller's Monetary Liens" means any mortgages or deeds of trust or similar instruments or liens or claims of liens recorded against the Property, mechanics liens recorded against the Property (except for such liens caused or permitted by Buyer) and liens for real property taxes and assessments which would be delinquent on the Closing Date.

1.1.28 "Title Company" has the meaning set forth in Subsection 4.1.

1.1.29 "Title Contingency Date" has the meaning set forth in Subsection 4.2.

1.1.30 "Title Report" has the meaning set forth in Subsection 4.2.

1.2 Generally, unless particular terms of this Agreement state otherwise, or unless the context indicates otherwise, words and phrases used in this Agreement will be interpreted and construed as follows:

1.2.1 Words in the present tense include the future and vice-versa. Words and phrases used as nouns include the singular and plural forms.

1.2.2 Words and phrases that are defined in this Agreement and references to particular sections and subsections of this Agreement will be capitalized.

1.2.3 "Shall," "will," and "must" signify mandatory obligations. "May" signifies a discretionary or permissive act.

1.2.4 The phrase "without limitation" will be deemed to follow the words "include," "includes," and "including" when referring to a list, class, or group of persons, entities, things, conditions, acts, omissions, events, rights, remedies, or liabilities.

1.2.5 The phrase "to the knowledge of" or any variation of that phrase will refer to matters within the actual knowledge of a Party after reasonable investigation.

1.2.6 The captions and headings of the articles, sections and subsections of this Agreement are for convenience and reference only, and shall not be deemed to define or limit the provisions thereof.

1.3 Exhibits attached to this Agreement, amendments made pursuant to Subsection 11.3 below, and documents incorporated by reference are integral parts of this Agreement and references to this Agreement will be deemed to include such documents.

2. **Sale of Property**. Seller agrees to sell, and Buyer agrees to purchase, pursuant to the provisions of this Agreement, all of Seller's right, title, and interest in and to the Property.

3. **Purchase Price**.

3.1 Purchase Price. The purchase price for the Property shall be ONE MILLION ONE HUNDRED THIRTY-FIVE THOUSAND and NO/100ths Dollars (US$1,135,000.00) (the "Purchase Price").



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3.2 Deposit. Buyer shall make the following Deposit which shall be applicable to the Purchase Price:

3.2.1 Initial Deposit. Within five (5) business days after the day on which the latter of the two (2) Parties executes this Agreement (the "Execution Date"), Buyer shall deposit into escrow with WFG National Title Company (the "Escrow Agent") the sum of ~~Five Thousand Dollars (US$5,000.00)~~ Ten-Thousand Dollars (US$10,000) (together with all interest earned thereon, the "Initial Deposit").

~~3.2.2~~ Additional Deposits. In the event Buyer elects to extend the Evaluation Period pursuant to Subsection 6.1.2, then, in that event, on or before the expiration of the then-existing Evaluation Period, Buyer shall deposit into escrow with the Escrow Agent (collectively the "Additional Deposits") the following amounts: first Additional Deposit: Ten Dollars (US$10.00); ~~and second Additional Deposit: Ten Dollars (US$10.00).~~

3.2.3 Investment of Deposit, Etc. The Initial Deposit, each of the Additional Deposits, if made, and all interest earned thereon shall be collectively referred to in this Agreement as the "Deposit." The Deposit shall be held by the Escrow Agent in an FDIC-insured interest-bearing account at a bank, savings and loan association or other financial institution mutually acceptable to the Parties. Interest shall be retained in the account and will accrue for the benefit of and be credited to the Party entitled to receive (or have credited) the Deposit at Closing or upon termination of this Agreement pursuant to its terms.

3.3 Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.3.1 Deposit The Deposit, plus interest thereon, shall be applied as a credit against the Purchase Price.

3.3.2 Additional Payment. On the Closing Date, Buyer shall deposit with the Escrow Agent in Good Funds the balance of the Purchase Price, and such other amounts as are set forth in the closing statement prepared by the Escrow Agent and reasonably approved by Buyer.

4. **Title to the Property**.

4.1 Quality of Title. Title to the Property shall be good and marketable and shall be free and clear of all liens, restrictions, easements, and other encumbrances and title objections, except for the exceptions to title as determined in accordance with Subsection 4.2. Title shall be insured by an ALTA Standard Coverage Owner's Policy of Title Insurance issued by WFG National Title Company (the "Title Company") in the full amount of the Purchase Price insuring fee simple title to the Property in Buyer, subject only to the exceptions determined in accordance with Subsection 4.2. Buyer shall have the right to require an Extended Coverage Owner's Policy of Title Insurance and endorsements to the Title Policy. If Buyer elects to require an Extended Coverage Owner's Policy of Title Insurance and/or endorsements to the Title Policy, Buyer shall pay for the increased amount of the premium attributable to the Extended Coverage Owner's Policy of Title Insurance and for the costs of the additional endorsements requested by it.

4.2 Title Report. Prior to or within fifteen (15) days after the Execution Date, Buyer shall obtain a commitment for title insurance issued by the Title Company (the "Title Report"), together with copies of the documents and instruments upon which the exceptions contained therein are based, copies of all covenants and restrictions, if any, which benefit the

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Property, and evidence that any such covenants and restrictions for the benefit of the Property which encumber property other than the Property are not subject to extinguishment (e.g., by the foreclosure of any superior lien on the property encumbered thereby) and a copy of the most recent tax bill with respect to ad valorem real property taxes and assessments levied or assessed with respect to the Property. Within thirty (30) days after receipt by Buyer of the Title Report and underlying documents and instruments (the "Title Contingency Date"), Buyer shall deliver written notice to Seller ("Buyer's Title Notice") of all matters of title to the Property disapproved by Buyer (the "Disapproved Items"). Buyer's failure to deliver Buyer's Title Notice by the Title Contingency Date shall be deemed to be Buyer's approval of all existing title matters except for Seller's Monetary Liens. If Buyer timely notifies Seller of Disapproved Items, and any of the Disapproved Items (except for Seller's Monetary Liens, which liens shall be removed by Seller on or before the Closing Date) are not cured within forty-five (45) days after the Execution Date, Buyer may terminate this Agreement by giving Seller written notice of termination and, in that event: (a) Buyer and Seller shall execute and deliver to the Escrow Agent escrow cancellation instructions; (b) the Deposit (less one-half of the escrow cancellation fee) and all other amounts paid by Buyer to the Escrow Agent, together with all interest thereon, shall be returned to Buyer; and (c) except as otherwise provided herein, this Agreement shall be of no further force or effect. The procurement by Seller of a commitment for the issuance of the Title Policy, or an endorsement thereto, insuring Buyer against any Disapproved Items set forth in Buyer's Title Notice, shall be deemed the cure of such Disapproved Items.

~~4.3 Survey. Within thirty (30) days after the Execution Date, Buyer may prepare, at Buyer's cost and expense, a survey of the Property by a surveyor licensed in the state of Washington. The surveyor shall be selected by Buyer and shall be reasonably acceptable to Seller. Buyer may, at its election and at its cost and expense, obtain an ALTA survey of the Property. It shall be a condition precedent to closing of this Agreement that the parties shall have mutually agreed upon the specific legal description of the land sought to be acquired by the Buyer.~~

5. **Closing**. The "Closing Date" shall be the date the Deed is recorded in the official property records of Clark County, Washington, and shall occur on the fifteenth (15th) business day after the day on which each of the conditions precedent set forth in Subsection 6.1 have been either satisfied or waived by Buyer; PROVIDED, HOWEVER, if the Closing Date shall not have occurred on or before one hundred eighty (180) days after the Execution Date then, in that event, either Party may, within fifteen (15) days thereafter, terminate this Agreement, in which event: (a) Buyer and Seller shall execute and deliver to the Escrow Agent escrow cancellation instructions; (b) the Deposit (less one-half of the escrow cancellation fee), together with all other amounts paid by Buyer to Escrow Agent, and the interest thereon, shall be paid to the Party entitled to the same pursuant to Subsection 6.3; and (c) except as otherwise provided herein, this Agreement shall be of no further force or effect. The sale contemplated by this Agreement shall be consummated as follows:

5.1 Seller's Instruments. Seller shall cause to be deposited with the Escrow Agent, no later than one (1) day prior to the Closing Date, for recordation and delivery to Buyer upon the Closing, the following items:

5.1.1 Deed. A recordable warranty deed (the "Deed"), in a form reasonably acceptable to Buyer, duly executed and acknowledged by Seller and effective to convey to Buyer fee simple title to the Property and legal access thereto as provided for in this Agreement free and clear of all exceptions, except those approved in accordance with Subsection 4.2.

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5.1.2 Non-Foreign Status Certificate. A Non-Foreign Status Certificate pursuant to Internal Revenue Code § 1445 duly executed by Seller in a form reasonably acceptable to Buyer.

5.1.3 Real Estate Excise Tax Affidavit. A Real Estate Excise Tax Affidavit in a form reasonably acceptable to Buyer.

5.1.4 Additional Documents. Such additional documents as may be reasonably required by the Escrow Agent to consummate the Closing.

5.2 Buyer's Payment and Documents.

5.2.1 Payment. On or prior to the Closing Date Buyer shall deposit with the Escrow Agent, for payment to Seller upon the Closing, the balance of the Purchase Price and an amount equal to Buyer's costs as set forth in Subsections 5.4 and 5.5. The amount to be paid by Buyer at the Closing shall be set forth in the approved Buyer's closing statement prepared by the Escrow Agent.

5.2.2 Documents. Such documents as may be reasonably required by the Escrow Agent to consummate the Closing.

5.3 Seller's Costs. Seller shall before or simultaneously with the Closing pay the following costs: ~~all sales, excise~~, documentary, real estate conveyance, ~~and transfer taxes applicable to the sale which are imposed by any governmental authority~~, one-half (½) of the Escrow Agent's fees, one-half (½) of the costs of recording all documents and instruments (other than those pertaining to financing, if any, obtained by Buyer and other than the cost of recording the Deed) to be recorded at the Closing, fees and expenses of Seller's counsel, and the Brokers' Commission, as defined herein.

5.4 Buyer's Costs. Buyer shall, before or simultaneously with the Closing pay the following costs: all sales, excise and transfer taxes applicable to the sale which are imposed by any governmental authority, the premium expense and title search charges associated with the issuance of the ALTA Standard Coverage Owner's Policy of Title Insurance issued by the Title Company as provided in Subsection 4.1, with a liability amount equal to the Purchase Price, the cost of any endorsements to the Title Policy requested by it, the additional premium attributable to an Extended Coverage Owner's Policy of Title Insurance, if requested by it, one-half (½) of the Escrow Agent's fees, all costs of recording documents and instruments pertaining to financing, if any, obtained by Buyer, one-half (½) of the costs of recording all documents and instruments to be recorded at the Closing, and all fees and expenses of Buyer's counsel.

5.5 Prorations, Adjustments. All real property taxes, rentals, and utilities (if any) shall be prorated and adjusted between the Parties as of the Closing Date. To the extent that the tax statement covers land in addition to the Property, the overall tax amount will be allocated to land and improvements based on the land value and improvements value shown on the tax statement. The portion of the tax amount allocated to land value will then be allocated to the Property based on the area of the Property divided by the area of the entire property covered by the tax statement. Seller and Buyer hereby agree that any of the aforesaid prorations and adjustments which cannot be calculated accurately as of the Closing Date shall be prorated on the basis of the Parties' reasonable estimates, and shall be recomputed sixty (60) days after the Closing and either Party owing the other Party a sum of money based upon such subsequent proration adjustment shall promptly pay such sum to the other Party and, if payment is not made within ten (10) days after delivery of the bill therefor, shall pay interest



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thereon at the rate of eight percent (8%) per annum from the Closing Date to the date of payment.

5.6 Bonds, Taxes and Assessments. All bonds, special taxes, improvement taxes and/or assessments relating to the Property, if any, shall be paid by Seller at or prior to Closing. all sales, excise and transfer taxes applicable to the sale which are imposed by any governmental authority, to include those back taxes for property being removed from Farm Deferral, shall be paid by the Buyer at or prior to Closing.

5.7 Possession. Seller shall deliver possession of the Property to Buyer on the Closing Date.

6. **Conditions Precedent to Closing**.

6.1 Closing Conditions. Notwithstanding anything in this Agreement to the contrary, Buyer's obligation to complete Closing under this Agreement is contingent upon the following conditions being satisfied within the time specified below:

6.1.1 Evaluation Period. At any time prior to the expiration of the first sixty (60) days after the Execution Date (the "Evaluation Period"), Buyer may, in its sole, absolute and unreviewable discretion, terminate this Agreement by giving written notice thereof to Seller, at which time Buyer shall be entitled to a refund of the Deposit, minus one-half (½) of the escrow cancellation fee. Buyer's obligation to purchase the Property on the Closing Date is subject to the satisfaction of the following contingencies and conditions during the Evaluation Period:

(a) Buyer shall have evaluated and approved, in Buyer's sole, absolute and unreviewable discretion, the suitability of the Property for its contemplated use and the availability of all necessary permits and governmental approvals for its contemplated use. In connection with this evaluation:

(i) Buyer and Buyer's agents, employees and independent contractors, may enter upon the Property at reasonable times for the purpose of inspecting and testing the same and Seller hereby grants Buyer the right to go upon the Property between the Execution Date and the Closing Date, at Buyer's expense, to make such surveys, tests and other site analyses as Buyer may require. Buyer shall indemnify Seller against all losses, damages, expenses, and claims that may arise by reason of Buyer's entry upon the Property pursuant to this Subsection and shall repair any damage to the Property caused by such entry.

(ii) Buyer may, in its discretion, retain one or more environmental consultants of its choosing to inspect the Property, including any soils, surface waters, wells, and groundwater on or under the Property and conduct such tests, samples, engineering studies, and examinations upon the Property as Buyer or any such consultants deem appropriate to determine the environmental condition of the Property and the existence or nonexistence of Environmental Contamination or environmental hazards on or about the Property including any past or current generation, storage, release, threatened release, disposal, and presence and location of asbestos, PCB transformers, Petroleum products, flammable explosives, underground storage tanks or other Hazardous Substances. Buyer shall indemnify Seller against all loss, damages, expenses and claims that may arise by reason of Buyer's inspection, testing and examination of the Property pursuant to this Subsection and shall repair any damages to the Property caused by such inspection, testing or examination. Within fifteen (15)



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business days after the Execution Date, Seller agrees to make available to Buyer any environmental studies or reports related to the Property in Seller's possession.

(iii) Within fifteen (15) business days after the Execution Date, Seller shall (at no cost to Buyer) deliver to Buyer copies of documents or matters which are either in its possession or under its control relating to: (a) land use, condemnation/eminent domain actions, preapplications, minutes of governmental agencies and formal and informal land use applications concerning the Property;
(b) Hazardous Substances on, in or under the Property, including environmental reports, tests and studies (draft and/or final) concerning the Property; (c) surveys, topographical reports and/or engineering reports concerning the Property; (d) soil and water tests or reports concerning the Property; (e) the location and capacity of the utilities which service the Property; (f) wetlands reports; (g) all current leases and rental agreements along with a rental statement including names of tenants, rental rates, period of rental, date of last rent increase, security deposits, rental concessions, rebates, or other benefits, if any, and a list of delinquent rents and their duration; and (h) all other documents which would aid Buyer in its investigation and analysis of the Property (collectively, "Information"). Seller covenants and agrees that if, prior to the termination of this Agreement or the Closing Date, it receives any Information, it will immediately upon receipt provide Buyer with a copy of the same.

(b) Buyer shall have obtained, reviewed and approved the Title Report and all other title-related documents to be provided pursuant to Subsection 4.2.

(c) Buyer shall have obtained, reviewed and approved the survey, if one is requested, pursuant to Subsection 4.3.

(d) Buyer shall have obtained, reviewed and approved such appraisal of the Property as Buyer shall deem suitable or necessary.

6.1.2 Extension of Evaluation Period. Buyer shall have the right to extend the Evaluation Period for ~~two (2)~~ one (1) additional period~~s~~, the first of which shall be thirty (30) days ~~and the second of which shall be thirty (30)~~ days (each an "Additional Evaluation Period"), provided that: (a) prior to the expiration of the Initial Evaluation Period or the applicable Additional Evaluation Period, Buyer shall have provided Seller with written notice of its election to extend the Initial Evaluation Period or the applicable Additional Evaluation Period; and (b) Buyer shall have, within five (5) business days after the expiration of the initial Evaluation Period or the applicable Additional Evaluation Period, made the following Additional Deposit with the Escrow Agent:

| Additional Evaluation Period | Additional Deposit |
|---|---|
| First | $10.00 |
| ~~Second~~ | ~~$10.00~~ |

In the event Buyer does not terminate, or is deemed not to have terminated, this Agreement at or prior to the end of the Evaluation Period, then, in that event, the Initial Deposit and each Additional Deposit made by Buyer thereafter shall be non-refundable if there is no Closing (except as provided in Subsections 6.3.1 and 7.19), but the Initial Deposit and each Additional Deposit shall be applicable to the Purchase Price if there is a Closing. As set forth in Subsection 3.2.3, the Initial Deposit and each Additional Deposit made by Buyer shall be considered to be part of the Deposit for all purposes hereunder. As used in this Agreement,

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the term "Evaluation Period" shall mean the Initial Evaluation Period and each Additional Evaluation Period. In the event Buyer fails to timely extend the Evaluation Period and, as applicable, make the Additional Deposit, then, in that event, the Deposit shall be paid over to Seller, this Agreement shall terminate, except as otherwise expressly provided herein, and the Parties shall not have any further rights or obligations under this Agreement.

6.1.3 Additional Conditions Precedent. Buyer's obligation to purchase the Property on the Closing Date is also subject to the satisfaction or waiver by Buyer of the following additional conditions precedent which must be satisfied on or before the Closing Date:

(a) The representations and warranties of Seller set forth in Section 7 shall be true, correct and complete in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.

(b) There shall be no effective injunction or restraining order of any nature issued by a court of competent jurisdiction which shall direct that this Agreement or the transaction contemplated herein not be consummated.

(c) Seller shall have fully complied with all of the covenants in this Agreement on its part to be performed on or prior to the Closing Date.

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(d) The Property shall not contain Hazardous Substances or Environmental Contamination in excess of levels permitted by federal, state or local governmental statues, standards, regulations, rules or ordinances.

(e) Seller shall provide to Buyer, and Buyer shall approve in Buyer's sole discretion, tenant estoppel certificates completed by Seller and signed by any tenants acknowledging that all tenants' rental and lease agreements are unmodified and in full force and effect (or, if modified, stating all such modifications) and that no lessor default exists and stating the duration and terms of any tenancy.

6.2 Effect of Failure to Satisfy Conditions. If the conditions precedent set forth in Subsection 6.1 hereof are not satisfied within the respective time periods set forth therein then, in addition to any rights afforded by this Agreement, Buyer shall be entitled to terminate this Agreement.

6.3 Termination of Agreement.

6.3.1 Termination by Buyer. If this Agreement is terminated by Buyer: (a) during the Evaluation Period; (b) as a result of the failure to satisfy or waive all conditions and contingencies in Subsections 6.1.1 or 6.1.3; (c) pursuant to Subsections 11.13 or 11.13.1; or (d) as a result of Seller's breach of this Agreement (each a "Buyer's Termination Event"), then, in any of those events: (i) Buyer and Seller shall execute and deliver to the Escrow Agent escrow cancellation instructions; (ii) except as otherwise provided herein, this Agreement shall be of no further force or effect; and (iii) the Deposit (less one-half (½) of the escrow cancellation fee) and all other amounts paid by Buyer to the Escrow Agent and all interest thereon shall be returned to Buyer.

6.3.2 Termination by Seller. IF BUYER FAILS, WITHOUT LEGAL EXCUSE, TO COMPLETE THE PURCHASE OF THE PROPERTY, OR IF BUYER DEFAULTS IN THE



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PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, THE DEPOSIT WILL BE FORFEITED TO SELLER AS THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SELLER, AND BUYER WILL HAVE NO OTHER OR FURTHER OBLIGATION OR LIABILITY UNDER THIS AGREEMENT TO SELLER ON ACCOUNT OF SUCH FAILURE. BY INITIALING THIS PROVISION IN THE SPACES BELOW, SELLER AND BUYER EACH SPECIFICALLY AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Initials: Sellers SM Buyer _____

6.3.3 Buyer's Remedies Upon the Default of Seller. In the event Seller defaults under any of the terms of this Agreement on or prior to the Closing Date (including by failing or refusing to deliver any documents or Information required to be delivered pursuant hereto), Buyer shall be entitled to: (a) compel specific performance of this Agreement, in which event Buyer may also recover its damages incurred as a result of such default, including all of its reasonable costs and attorney fees in seeking such specific performance; or (b) if specific performance is not possible or if Buyer elects not to pursue specific performance, receive a refund of the Deposit, together with all interest thereon and recover its damage resulting from said default, including all out-of-pocket costs, which include reasonable attorneys' fees. Prior to exercising its right to the remedies set forth above, Buyer shall give Seller written notice of any alleged default and Seller shall have a period of fifteen (15) days, but not later than the Closing Date, to cure such default.

7. **Seller's Warranties and Representations**. As a material inducement to cause Buyer to enter into this Agreement, Sellers, and each of them jointly and severally, represent and warrant to Buyer that:

7.1 Authority. Seller has the authority and power to enter into this Agreement and to consummate the transactions provided for by this Agreement. Consummation of such transactions will not breach any material agreement to which Seller is a party.

7.2 Title. Seller has good and marketable title to the Property and at Closing such title shall be subject only to the encumbrances determined in accordance with this Agreement.

7.3 Service Contracts. There are no written service contracts, art contracts, leasing listing agreements, landscaping contracts, equipment leases, maintenance agreements, open purchase orders and other contracts for the provision of labor, services, materials or supplies to or for the benefit of the Property which will affect or be obligations of Buyer or of the Property or any portion thereof following Closing.

7.4 Agreements Affecting the Property. To the knowledge of Seller, at Closing, there will be no unrecorded leases, easements, encumbrances, or other agreements affecting the Property except as shown on the Title Report, or as otherwise disclosed to Buyer by Seller in writing and approved by Buyer.

7.5 Information. The Information delivered to Buyer pursuant to this Agreement or in connection with the execution hereof are, and at Closing will be:

a) true and correct copies; and/or

b) in full force and effect.

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7.6 No Notices of Violations. Seller has received no notice of any failure of Seller to comply with any applicable governmental requirements in respect of the development, use and occupation of the Property, including environmental, zoning, platting and other land use requirements which have not been heretofore corrected to the satisfaction of the appropriate governmental authority.

7.7 Compliance with Law. To the knowledge of Seller, the Property and the existing uses of the Property, are in material compliance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental authorities having jurisdiction thereof, including those pertaining to zoning, building, housing, water, use, safety, fire, health and the environment.

7.8 No Litigation or Proceedings. To the knowledge of Seller, there are no actions, suits, proceedings or investigations pending or threatened, before any agency, court, or other governmental authority which relates to the ownership, maintenance, development or operation of the Property or which could become a liability of Buyer or the Property or any portion thereof following Closing.

7.9 Condemnation.

7.9.1 Eminent Domain Proceedings. To the knowledge of Seller, there is no condemnation or eminent domain proceeding affecting the Property or any portion thereof currently pending or threatened except as the same may have been disclosed to Buyer.

7.9.2 Takings by Eminent Domain. To the knowledge of Seller, there have been no takings by condemnation or eminent domain of any land of which the Property was a part and for which compensation has not been paid or for which compensation has been paid within the past three (3) years except as the same may have been disclosed to Buyer.

7.10 Artifacts and Endangered Species. To the best of Seller's knowledge, there are no historical artifacts, Indian artifacts, or burial grounds located on or under the Property and there are no endangered species, as determined under federal, state or local laws, located on or under the Property.

7.11 No Defaults. Seller has not received notice of any default or breach by Seller under any covenants, conditions, restrictions, rights-of-way, or easements which may affect Seller in respect to the Property or may affect the Property or any portion thereof and, to the knowledge of Seller, no condition exists that with the passage of time or giving notice or both would constitute such a default.

7.12 Seller Not a Foreign Person. Seller is not a foreign person as defined in Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended. Seller will deliver to Buyer at Closing a Certificate of Nonforeign Status, in a form reasonably acceptable to Buyer certifying the correctness of this Subsection.

7.13 No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Seller, threatened by or against Seller.

7.14 No Mechanics' Liens. To the knowledge of Seller, there are no pending or threatened mechanics' or materialmen's liens recorded against the Property.

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7.15 Special Assessments. To the knowledge of Seller, no special or general assess-ments have been levied on the Property.

7.16 Environmental Conditions. To the knowledge of Seller: (a) no Hazardous Substances are, will be, or have been, stored, treated, disposed of or incorporated into, on or around the Property in violation of any applicable statutes, ordinances or regulations; (b) the Property is in material compliance with all applicable environmental, health and safety require-ments; and (c) any business heretofore operated on the Property has disposed of its waste in accordance with all applicable statutes, ordinances and regulations. Seller has no actual notice of any pending or threatened action or proceeding arising out of the condition of the Property or any alleged violation of environmental, health or safety statutes, ordinances or regulations.

7.17 Representations To Be Correct at Closing. All of the representations and warranties of Seller contained in this Agreement shall be true and correct as of the Execution Date and as of the Closing and shall survive the Closing.

7.18 No Untrue Statements. None of the foregoing representations and warranties contain any untrue statement or material fact or fails to state any material fact necessary to make such representations and warranties not misleading.

7.19 Corrective Notices; Liability. If after the Execution Date, but prior to the Closing Date, Seller becomes aware that any of Seller's representations set forth herein are no longer true and correct, then Seller shall provide Buyer with written notice stating that Seller believes that such representations are no longer accurate and the general nature of the change. Within ten (10) business days after receipt of such notice, Buyer shall either: (a) terminate this Agreement and the Deposit shall be returned to Buyer (in which event Buyer shall retain its right to recover its actual damages, limited to actual out-of-pocket expenses, incurred by Buyer and determined according to proof, if any, resulting from such inaccuracy); or (b) waive its rights on such account and elect to consummate the transaction herein contemplated, in which event Buyer shall be deemed to have waived all rights and remedies with respect to those matters specifically set forth in such notice. Notwithstanding the foregoing, nothing in this Agreement shall limit Buyer's rights and remedies if such representation or warranty was intentionally or willfully misrepresented by Seller to Buyer as of the Execution Date or if Buyer discovers an incorrect material representation or warranty following the Closing Date which Seller had knowledge of before Closing and failed to disclose to Buyer.

8. **Buyer's Warranties and Representations**.

Buyer represents and warrants to Seller as follows:

8.1 Authority. Subject to obtaining approval of this Agreement by its City Council, if deemed necessary, Buyer is fully authorized to enter into and perform its obligations under this Agreement and any other agreement or instrument necessary to consummate the transaction contemplated by this Agreement.

8.2 No Defaults. Neither Buyer's execution of this Agreement nor Buyer's performance of its obligations hereunder will violate, or constitute a default under or breach of, any agreement between Buyer and any third party or by which Buyer is bound.

8.3 No Proceedings. There is neither pending nor, to the knowledge of Buyer, any threatened legal action, arbitration or administrative hearing before any governmental authority

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to which Buyer is a party and which could enjoin or restrict Buyer's right or ability to perform its obligations under this Agreement.

8.4 No Attachments. There are no attachments, executions, assignments for the benefit of creditors, or proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or, to the knowledge of Buyer, threatened by or against Buyer.

8.5 No Untrue Statements. None of the foregoing representations and warranties contain any untrue statement or material fact or fails to state any material fact necessary to make such representations and warranties not misleading.

8.6 Representations. All representations and warranties contained in this Section shall be deemed made as of the Execution Date, shall be renewed as of the Closing and shall survive the Closing.

9. **Survival of Warranties and Representations**.

Notwithstanding anything to the contrary in this Agreement, all covenants contained in this Agreement which by their nature impliedly or expressly involve performance after Closing and all representations and warranties contained in this Agreement shall survive Closing for a period of two (2) years after the Closing Date. Any inspection of the Property, or of Seller's records, by Buyer or its representatives shall not be construed as a waiver of any warranty contained in this Agreement.

10. **Brokers**. Seller agrees to pay all brokerage fees in connection with this transaction. Seller and Buyer each hereby agree to indemnify and hold the other harmless from all loss, costs, damage or expenses (including reasonable attorney fees) incurred by the other as a result of any claim arising out of the acts of the indemnifying Party (or others on its behalf) for a commission, finder's fee or similar compensation made by any other broker, finder, or party who claims to have dealt with such Party.

11. **Miscellaneous**.

11.1 Notices. Whenever a Party to this Agreement is required or permitted under this Agreement to provide the other Party with any notice, request, demand, consent or approval ("Notices"), the Notices will be given in writing and will be delivered to the other Party at the address or facsimile number set forth below: (a) personally; (b) by a reputable overnight courier service; or (c) by certified mail, postage prepaid, return receipt requested. Either Party may change its address for Notices by written notice to the other Party delivered in the manner set forth above. Notices will be deemed to have been duly given: (1) on the date personally delivered; (2) one (1) Business Day after delivery to an overnight courier service with next-day service requested; or (3) on the third (3rd) Business day after mailing, if mailed using certified mail.

IF TO BUYER: City of Battle Ground
Attn: Public Works Director
109 SW 1st Street, Ste. 122
Battle Ground, WA 98604

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IF TO SELLER: Steven A. McNeal
25119 NE Olson Rd.
Battle Ground, WA 98604

11.2 Assignment. Except as otherwise specifically provided for herein, the Parties shall be entitled to assign their rights and obligations under this Agreement only upon obtaining the other Party's prior written consent, which will not be unreasonably withheld. Unless otherwise agreed by a Party in writing, no such assignment shall release the other Party from its obligations under this Agreement.

11.3 Amendments. This Agreement may be amended or modified only by a written instrument executed by the Party or Parties asserted to be bound thereby.

11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Washington, without regard to the conflict of laws principles of such state. The federal and state courts within the state of Washington shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement. All parties hereto expressly consent to the personal jurisdiction of the federal and state courts within the state of Washington.

11.5 Merger of Prior Agreements. This Agreement and the exhibits hereto constitutes the entire agreement between the Parties with respect to the purchase and sale of the Property and supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof. Each Party acknowledges and agrees that except for the specific representations, warranties and covenants contained in this Agreement, the other Party and its agents have not made any representations, warranties or covenants to it.

11.6 Time is of the Essence. Seller and Buyer hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof.

11.7 No Joint Venture or Third Party Beneficiary. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between Buyer and Seller. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

11.8 Further Acts. Each Party shall, at the request of the other, execute, acknowledge (if appropriate) and deliver whatever additional documents, and do such other acts, as may be reasonably required in order to accomplish the intent and purposes of this Agreement.

11.9 Professional Fees and Costs. If any legal or equitable action, appeal, arbitration, bankruptcy, reorganization, or other proceeding, whether on the merits, application or motion, are brought or undertaken, or an attorney retained, to enforce this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the successful or prevailing Party or Parties in such undertaking (or the Party that would prevail if an action were brought) 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. The Parties intend this provision to be given the

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most liberal construction possible and to apply to any circumstances in which such Party reasonably incurs expenses. The provisions of this Section shall survive the Closing or the termination of this Agreement.

11.10 Dates of Performance. In the event that any date for performance by either Party of any obligation hereunder required to be performed by such Party falls on a Saturday, Sunday or nationally recognized holiday, the time for performance of such obligation shall be deemed extended until the next business day following such date.

11.11 Counterparts and Execution by Facsimile. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this Agreement by facsimile, telecopy, telex or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this Agreement on the date of such communication by the Party so delivering such a copy. The Party so delivering such a copy via electronic communication shall deliver an executed original of this Agreement to the other Party within five (5) business days of the date of delivery of the electronic communication.

11.12 Severability. Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise make ineffective any other provision of this Agreement.

11.13 Eminent Domain. If prior to the date of the Closing, Seller acquires knowledge of any pending or threatened action, suit or proceeding to condemn or take all or any part of the Property under the power of eminent domain, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may terminate this Agreement and this Agreement shall be null and void, whereupon the full amount of the Deposit, minus one-half (½) the escrow cancellation fee, shall be paid by Escrow Agent to Buyer, and all Parties shall thereupon be relieved of all further liability hereunder. If Buyer does not terminate this Agreement, and the Closing occurs, then Buyer shall be entitled to the proceeds of any condemnation award available.

11.13.1 Casualty. If, prior to the date of the Closing the Property, or any portion thereof, shall be damaged or destroyed by reason of an earthquake or other casualty, then Seller shall immediately give notice thereof to Buyer. Upon receipt of such notice, Buyer may terminate this Agreement and this Agreement shall be null and void, whereupon the full amount of the Deposit, minus one-half (½) the escrow cancellation fee, shall be paid by the Escrow Agent to Buyer, and all Parties shall thereupon be relieved of all further liability hereunder. If Buyer does not terminate this Agreement, and the Closing occurs, then Buyer shall be entitled to the insurance proceeds available as a result of the casualty, if any.

11.14 Legal and Tax Implications; Role of Menke Jackson Beyer Law Firm. This Agreement affects legal rights and obligations and will have tax implications. If any Party has any questions regarding this agreement and any addenda, attachments or other related documents, such Party should consult an attorney or tax advisor. The law firm of Menke Jackson Beyer, LLP, has been hired by Buyer to document the business transactions described herein. In doing so, said firm has not attempted to independently represent each of the Parties hereto but has solely represented the interests of Buyer. Seller, by the signature appearing below, agrees and affirms that he understands that he has not been represented by said firm,



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and that he has had an adequate opportunity to secure independent legal counsel of his own choosing to review this Agreement and the documents attached hereto.

IN WITNESS WHEREOF, the Parties have signed this Agreement the day and year set forth below.

**BUYER**:

CITY OF BATTLE GROUND,
a Washington municipal corporation

By:_____

Its:_____

Dated: _____

**SELLER**:

By: DocuSigned by: Steven McNeal 972A81894993418...
STEVEN A. McNEAL, personal representative of the Estate of Robert J. McNeal, deceased

Dated: 6/4/2026

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# Exhibit A
## Legal Description

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE CITY OF BATTLE GROUND, COUNTY OF CLARK, STATE OF WASHINGTON, TO WIT:

PARCEL I:

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF NORTHEAST 199TH STREET AT ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID 199TH STREET 541.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 463.71 FEET TO THE CENTERLINE OF A DITCH; THENCE SOUTH 83°15' EAST ALONG THE CENTERLINE OF SAID DITCH 163.62 FEET; THENCE NORTH 481.20 FEET TO THE SOUTH LINE OF NE 199TH STREET; THENCE WEST ALONG SAID SOUTH LINE 170 FEET TO THE POINT OF BEGINNING.

PARCEL II:

A PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF NE 199TH STREET AT ITS INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF THE NORTHERN PACIFIC RAILWAY RIGHT OF WAY; THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID 199TH STREET, 711 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 481.20 FEET TO THE CENTER OF A DITCH; THENCE SOUTH 83°15' EAST 207.38 FEET; THENCE NORTH 505.32 FEET TO A POINT ON THE SOUTH LINE OF 199TH STREET THAT IS 180 FEET EAST OF THE POINT OF BEGINNING; THENCE WEST 180 FEET TO THE POINT OF BEGINNING.

**T.ix** ID: 194372-007

**Property Address:** 1511 SE Eaton Boulevard, Battle Ground, **WA** 98604

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# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Mark Herceg, Public Works Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Consent |
| Subject: | W 15th Avenue/W Main Street Intersection Improvements – Local Agency Agreement Supplement |

| **Legislative History:** | |
|---|---|
| • First Presentation: | December 3, 2018 |
| • Action: | January 7, 2019 |
| • Action: | January 21, 2025 |
| • Action: | June 15, 2026 |

**Staff Report Summary**

The City Council will consider authorizing the City Manager to sign a Local Agency Agreement Supplement with WSDOT to move the project to construction (CN) phase through passage of the Consent Agenda.

**Background**

The City has been working on the W 15th Avenue/W Main Street Intersection Improvements project for a number of years. Design plans are complete and right-of-way has been purchased. This agreement is necessary with WSDOT is necessary to move to construction.

**Goals and Objectives Relevance**

Approval of this purchase meets the goal to "Improve And Maintain Infrastructure Improvements". Approving the Agreement will allow the project to continue to move forward, which will ultimately improve existing transportation infrastructure.

## Fiscal and Policy Implications

This project is budgeted in the 2026 Budget.

## Options

| Option | Results |
|---|---|
| • Authorize Signing Of Agreement | City will be able to continue to move forward with the project. |
| • Do Not Authorize Signing Of Agreement | City will not be able to continue with the project. |
| • No Action | Project will be delayed until more information is provided. |

## Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the Local Agency Agreement Supplement for the W 15th Avenue/W Main Street Intersection Improvements project.

## Attachments

| | |
|---|---|
| A. | Local Agency Agreement Supplement |

## Legal Review

| Type of Document | Title of Document | Date Reviewed by Legal Counsel |
|---|---|---|
| • Agreement | Local Agency Agreement Supplement | Same standard form that has been reviewed previously. |

**Washington State Department of Transportation**

# Supplement - Local Programs State Funding Agreement

| Agency | | Supplement Number |
|---|---|---|
| City of Battle Ground | | |
| Project Number | Agreement Number | 02 |
| HLP-CNWA(018) | LA 9518 | |

All provisions in the AGREEMENT identified above remain in effect except as expressly modified by this supplement. The changes to the agreement are described as follows:

Project Title: W 15th Avenue/W Main Street Intersection Improvements

Termini: NW 1st Street to W Main Street

Description of Work ✓ No Change

Reason for Supplement

Add additional funds to ROW phase and authorize CN phase.

Advertisement Date: 8/1/2026

Indirect Cost Rate ☐ Yes ☑ No

| Type of Work | | Estimate of Funding | | | | |
|---|---|---|---|---|---|---|
| | | (1) Previous Agmt. / Suppl. Funds | (2) Supplement Funds | (3) Estimated Total Funds | (4) Estimated Agency Funds | (5) Estimated State Funds |
| PE or Planning | a. Agency | $ 10,000.00 | $ 0.00 | $ 10,000.00 | $ 0.00 | $ 10,000.00 |
| | b. Other Consultant | $ 70,000.00 | $ 0.00 | $ 70,000.00 | $ 0.00 | $ 70,000.00 |
| | c. Other | | | | | |
| | d. State Services | $ 7,500.00 | $ 0.00 | $ 7,500.00 | $ 0.00 | $ 7,500.00 |
| | e. Total PE Cost Estimate | $ 87,500.00 | $ 0.00 | $ 87,500.00 | $ 0.00 | $ 87,500.00 |
| RW | f. Agency | $ 11,000.00 | $ 14,000.00 | $ 25,000.00 | $ 0.00 | $ 25,000.00 |
| | g. Other Consultant | $ 25,000.00 | $ 0.00 | $ 25,000.00 | $ 0.00 | $ 25,000.00 |
| | h. Other | | | | | |
| | i. State Services | $ 2,500.00 | $ 0.00 | $ 2,500.00 | $ 0.00 | $ 2,500.00 |
| | j. Total R/W Cost Estimate | $ 38,500.00 | $ 14,000.00 | $ 52,500.00 | $ 0.00 | $ 52,500.00 |
| CN | k. Contract | $ 0.00 | $ 788,192.00 | $ 788,192.00 | $ 0.00 | $ 788,192.00 |
| | l. Other Consultant | $ 0.00 | $ 118,230.00 | $ 118,230.00 | $ 0.00 | $ 118,230.00 |
| | m. Other | | | | | |
| | n. Other | | | | | |
| | o. Agency | $ 0.00 | $ 10,000.00 | $ 10,000.00 | $ 0.00 | $ 10,000.00 |
| | p. State Services | $ 0.00 | $ 5,000.00 | $ 5,000.00 | $ 0.00 | $ 5,000.00 |
| | q. Total CN Cost Estimate | $ 0.00 | $ 921,422.00 | $ 921,422.00 | $ 0.00 | $ 921,422.00 |
| | r. Total Project Cost Estimate | $ 126,000.00 | $ 935,422.00 | $ 1,061,422.00 | $ 0.00 | $ 1,061,422.00 |

**AGENCY**

BY: _____

Title: City Manager

Agency Date: _____

**STATE**

BY: _____
Director, Local Programs

Date Executed: _____

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Mark Herceg, Public Works Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Public Hearing/Motion |
| Subject: | 2027-2032 Six-Year TIP |

| **Legislative History:** | |
|---|---|
| • First Presentation: | May 18, 2026 |
| • Public Hearing | June 15, 2026 |
| • Action: | June 15, 2026 |

## Staff Report Summary

The City Council will hear public testimony and consider adoption of the proposed Six-Year TIP for the years 2027-2032.

## Background

The City of Battle Ground is required by state law to annually review its Six-Year Transportation Improvement Program (TIP) consisting of street improvement projects in priority order proposed to be completed within the next six years. The TIP allows agencies to secure federal funding as the TIP is combined into the Statewide Transportation Improvement Program. The CIP or Capital Improvement Program is the implementation of the TIP on an annual basis as priority projects are selected for design and/or construction. The Transportation Master Plan sets the standard for roadway classifications and objectives of the overall transportation network.

## Fiscal and Policy Implications

N/A

## Goals and Objectives Relevance

The Six-Year TIP achieves the City Council's goal to improve and maintain infrastructure systems by setting the expectations for what transportation infrastructure is improved in the next six years.

## Options

| Option | Results |
|---|---|
| • Conduct Public Hearing | The TIP can be approved or modified after the Public Hearing. |
| • Do Not Conduct Public Hearing | Staff will return at a later date to conduct a Public Hearing. |
| • No Action | Listed projects will not be eligible for funding and state requirements would be violated. |

## Staff Recommendation

Staff recommends that City Council conduct a Public Hearing and accept public testimony.

If Council chooses, Resolution 26-03 could be adopted as presented. The recommended motion would be: "I move to approve Resolution 26-03 adopting the Six-Year Transportation Program for 2027 to 2032 as presented".

## Attachments

| | |
|---|---|
| A. | 2027-2032 Six-Year TIP |
| B. | Map Of Proposed TIP Projects |
| C. | Resolution 26-03 |

## Legal Review

| Type of Document | Title of Document | Date Reviewed by Legal Counsel |
|---|---|---|
| • Resolution | Resolution 26-03, A Resolution Adopting the Six-Year Transportation Improvement Program for 2027 to 2032 | n/a, same resolution was used that has been previously reviewed. |

# 2027-2032 Transportation Improvement Program Project Funding Analysis

| PROJECT NUMBER | Project Name | Phase | Funding Status | 2027 Street Fund | 2027 TIF | 2027 TBD | 2027 Grants/Loans/ Other | 2028 Street Fund | 2028 TIF | 2028 TBD | 2028 Grants/Loans/ Other | 2029 Street Fund | 2029 TIF | 2029 TBD | 2029 Grants/Loans/ Other | 2030 Street Fund | 2030 TIF | 2030 TBD | 2030 Grants/Loans/ Other | 2031 Street Fund | 2031 TIF | 2031 TBD | 2031 Grants/Loans/ Other | 2032 Street Fund | 2032 TIF | 2032 TBD | 2032 Grants/Loans/ Other | Project Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | **SE Grace Avenue Improvements - Design** | PE | Funded | $0.00 | $121,275.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $121,275.00 |
| | E Main Street to SE Eaton Boulevard | ROW | N/A | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG11-01 | CN | N/A | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | *PE Phase Is From 2006 | Total | | $121,275.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $121,275.00 |
| 2 | **NW 5th Street** | PE | Funded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $220,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $220,500.00 |
| | NW 10th Avenue (SR 503) to N Parkway Avenue | ROW | Funded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $330,750.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $330,750.00 |
| | BG11-08d | CN | Partial | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $4,200,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $4,200,000.00 |
| | | Total | | $0.00 | | | | $551,250.00 | | | | $4,200,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $4,751,250.00 |
| 3 | **SW Eaton Blvd*** | PE | Funded | $0.00 | $0.00 | $0.00 | $145,530.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $145,530.00 |
| | SR-503 To SW 20th Avenue | ROW | Funded | $0.00 | $0.00 | $0.00 | $141,954.59 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $141,954.59 |
| | BG15-03 | CN | Partial | $0.00 | $0.00 | $0.00 | $7,350,000.00 | $0.00 | $0.00 | $0.00 | $7,350,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $14,700,000.00 |
| | *Includes: 2nd SB LT, 2nd WB LT, EB RT, & Signals at SR-503 & 20th Ave | Total | | $7,637,484.59 | | | | $7,350,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $14,987,484.59 |
| 4 | **SW Rasmussen Boulevard Roundabout** | PE | Dev. | $0.00 | $0.00 | $0.00 | $52,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,500.00 |
| | SW 10th Avenue (SR 503) | ROW | Dev. | $0.00 | $0.00 | $0.00 | $52,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,500.00 |
| | BG11-11 | CN | Dev. | $0.00 | $0.00 | $0.00 | $3,150,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $3,150,000.00 |
| | | Total | | $3,255,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $3,255,000.00 |
| 5 | **NW Onsdorff Blvd / SR 503 Intersection Improvements** | PE | Funded | $0.00 | $0.00 | $0.00 | $349,807.50 | $0.00 | $0.00 | $0.00 | $341,390.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $691,198.00 |
| | NW Onsdorff Blvd / SR 503 | ROW | Partial | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG14-02 | CN | Partial | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,896,851.25 | $1,896,851.25 |
| | | Total | | $349,807.50 | | | | $341,390.50 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $1,896,851.25 | | | | $2,588,049.25 |
| 6 | **SE Grace Avenue Phase 2 Improvements** | PE | Funded | $0.00 | $361,496.52 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $361,496.52 |
| | E Main Street to SE Rasmussen Boulevard | ROW | Funded | $0.00 | $0.00 | $0.00 | $1,050,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,050,000.00 |
| | BG11-07 | CN | Funded | $0.00 | $0.00 | $0.00 | $3,862,500.00 | $0.00 | $0.00 | $0.00 | $3,862,500.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,725,000.00 |
| | | Total | | $5,273,996.52 | | | | $3,862,500.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $9,136,496.52 |
| 7 | **N Parkway Avenue Pathway** | PE | Funded | $15,750.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $15,750.00 |
| | N Onsdorff Boulevard to N 25th Street | ROW | N/A | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG24-01 | CN | Funded | $0.00 | $0.00 | $0.00 | $315,000.00 | $315,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $630,000.00 |
| | | Total | | $330,750.00 | | | | $315,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $645,750.00 |
| 8 | **SE Clark Avenue Extension** | PE | Funded | $26,250.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,250.00 |
| | SE Clark Avenue at SE 4th Street | ROW | Funded | $26,250.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $26,250.00 |
| | BG24-03 | CN | Funded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $154,245.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $154,245.00 |
| | | Total | | $52,500.00 | | | | $154,245.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $206,745.00 |
| 9 | **E Main St Improvements** | PE | Funded | $0.00 | $0.00 | $0.00 | $525,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $525,000.00 |
| | E Main St (S Parkway Ave to E Grace Ave) | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG25-01 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | | Total | | $525,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $525,000.00 |
| 10 | **Chelatchie Prairie Rail with Trail - PH I** | PE | Funded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $253,590.44 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $253,590.44 |
| | Main Street To Rasmussen Blvd | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,432.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $58,432.50 |
| | BG13-02 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,409,684.39 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,409,684.39 |
| | *$380,000 for CN is from Drainage Fund | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $1,721,707.33 | | | | $0.00 | | | | $0.00 | | | | $1,721,707.33 |
| 11 | **Chelatchie Prairie Rail with Trail - PH II** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $25,302.38 | $0.00 | $162,122.63 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $187,425.00 |
| | Main Street to City Limits | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,907.00 | $0.00 | $76,293.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $88,200.00 |
| | BG14-01 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $668,581.52 | $668,581.52 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $187,425.00 | | | | $88,200.00 | | | | $668,581.52 | | | | $944,206.52 |

PE = Preliminary Engineering ROW = Right-of-Way CN = Construction
TIF = Traffic Impact Fees TBD = Transportation Benefit District

# 2027-2032 Transportation Improvement Program Project Funding Analysis

| | | | | 2027 | | | | 2028 | | | | 2029 | | | | 2030 | | | | 2031 | | | | 2032 | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROJECT NUMBER | Project Name | Phase | Funding Status | Street Fund | TIF | TBD | Grants/Loans/ Other | Street Fund | TIF | TBD | Grants/Loans/ Other | Street Fund | TIF | TBD | Grants/Loans/ Other | Street Fund | TIF | TBD | Grants/Loans/ Other | Street Fund | TIF | TBD | Grants/Loans/ Other | Street Fund | TIF | TBD | Grants/Loans/ Other | Project Total |
| 12 | **SW 1st Way Improvements** | PE | Dev. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $132,300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $132,300.00 |
| | SW 15th Avenue to SW 12th Avenue | ROW | Dev. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $551,250.00 | $0.00 | $0.00 | $0.00 | $0.00 | $551,250.00 |
| | BG11-08b | CN | Dev. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $639,450.00 | $0.00 | $0.00 | $0.00 | $0.00 | $639,450.00 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $1,323,000.00 | | | | $0.00 | | | | $1,323,000.00 |
| 13 | **SW 20th Avenue Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $165,375.00 | $0.00 | $0.00 | $0.00 | $350,595.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $515,970.00 |
| | SW 6th Street to SW Eaton Boulevard | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $416,745.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $416,745.00 |
| | BG11-09 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $5,158,849.97 | $0.00 | $0.00 | $5,158,849.97 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $165,375.00 | | | | $767,340.00 | | | | $5,158,849.97 | | | | $6,091,564.97 |
| 14 | **NW 20th Avenue Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,817.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $51,817.50 |
| | NW Main Street to NE 239th Street | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG11-10 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,070,503.25 | $0.00 | $0.00 | $1,070,503.25 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $51,817.50 | | | | $1,070,503.25 | | | | $1,122,320.75 |
| 15 | **NW 25th Street Improvements** | PE | Dev. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $165,375.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $165,375.00 |
| | NW 10th Avenue (SR 503) to N Parkway Avenue | ROW | Dev. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG11-12 | CN | Dev. | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,634,565.40 | $0.00 | $0.00 | $0.00 | $1,634,565.40 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $165,375.00 | | | | $1,634,565.40 | | | | $1,799,940.40 |
| 16 | **Traffic Signal Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $13,125.00 | $13,125.00 | $0.00 | $0.00 | $13,125.00 | $13,125.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $52,500.00 |
| | Various Locations | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG11-21b | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $78,750.00 | $105,000.00 | $0.00 | $0.00 | $78,750.00 | $105,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $367,500.00 |
| | | Total | | $0.00 | | | | $210,000.00 | | | | $210,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $420,000.00 |
| 17 | **SW 6th Avenue Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $145,530.00 | $0.00 | $0.00 | $0.00 | $0.00 | $145,530.00 |
| | SW Scotton Way to SW Eaton Boulevard | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $661,500.00 | $661,500.00 |
| | BG11-16 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,456,714.51 | $1,456,714.51 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $145,530.00 | | | | $2,118,214.51 | | | | $2,263,744.51 |
| 18 | **SW 6th Avenue Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $259,087.50 | $0.00 | $0.00 | $0.00 | $0.00 | $259,087.50 |
| | SW Rasmussen Boulevard to SW Scotton Way | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $367,500.00 | $367,500.00 |
| | BG11-17 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,586,036.13 | $2,586,036.13 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $259,087.50 | | | | $2,953,536.13 | | | | $3,212,623.63 |
| 19 | **Pathways** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,025.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,025.00 |
| | Various Locations | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG14-01 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $110,250.00 | $110,250.00 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $11,025.00 | | | | $110,250.00 | | | | $121,275.00 |
| 20 | **NW 20th Avenue Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,875.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,875.00 |
| | **Pedestrian Crossing** | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | NW 20thAve / NW 17th St | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,300.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $27,300.00 |
| | BG18-03 | Total | | $0.00 | | | | $0.00 | | | | $7,875.00 | | | | $27,300.00 | | | | $0.00 | | | | $0.00 | | | | $35,175.00 |
| 21 | **Bike Loop Signage & Street Markings** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,717.50 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $7,717.50 |
| | Various Locations | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG20-05 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,870.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $30,870.00 |
| | | Total | | $0.00 | | | | $38,587.50 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $38,587.50 |
| 22 | **W 29th Avenue/W Main Street Intersection Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $57,881.25 | $0.00 | $0.00 | $0.00 | $0.00 | $57,881.25 |
| | W 29th Avenue/W Main Street | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG21-01 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $385,875.00 | $385,875.00 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $57,881.25 | | | | $385,875.00 | | | | $443,756.25 |

PE = Preliminary Engineering ROW = Right-of-Way CN = Construction
TIF = Traffic Impact Fees TBD = Transportation Benefit District

# 2027-2032 Transportation Improvement Program Project Funding Analysis

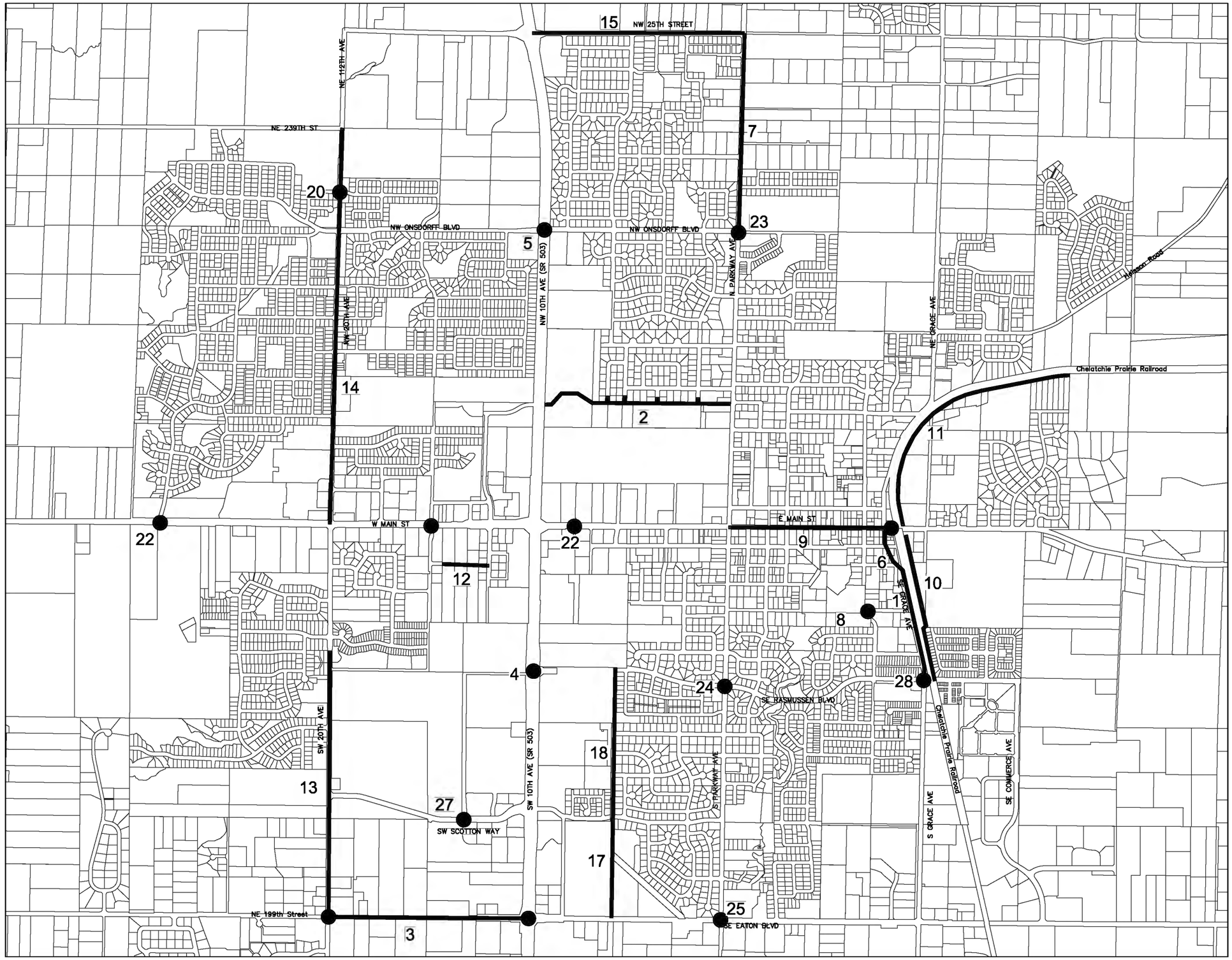
| PROJECT NUMBER | Project Name | Phase | Funding Status | 2027 Street Fund | 2027 TIF | 2027 TBD | 2027 Grants/Loans/ Other | 2028 Street Fund | 2028 TIF | 2028 TBD | 2028 Grants/Loans/ Other | 2029 Street Fund | 2029 TIF | 2029 TBD | 2029 Grants/Loans/ Other | 2030 Street Fund | 2030 TIF | 2030 TBD | 2030 Grants/Loans/ Other | 2031 Street Fund | 2031 TIF | 2031 TBD | 2031 Grants/Loans/ Other | 2032 Street Fund | 2032 TIF | 2032 TBD | 2032 Grants/Loans/ Other | Project Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 23 | **N Parkway Ave/N Onsdorff Blvd Intersection Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $99,225.00 | $0.00 | $0.00 | $0.00 | $0.00 | $99,225.00 |
| | N Parkway Ave/N Onsdorff Blvd | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG21-02 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $661,500.00 | $661,500.00 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $99,225.00 | | | | $661,500.00 | | | | $760,725.00 |
| 24 | **S Parkway Ave/S Rasmussen Blvd Intersection Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53,085.38 | $0.00 | $0.00 | $0.00 | $0.00 | $53,085.38 |
| | S Parkway Ave/S Rasmussen Blvd | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG21-03 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $353,902.50 | $353,902.50 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $53,085.38 | | | | $353,902.50 | | | | $406,987.88 |
| 25 | **S Parkway Ave/S Eaton Blvd Intersection Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $22,861.44 | $0.00 | $0.00 | $0.00 | $0.00 | $22,861.44 |
| | S Parkway Ave/S Eaton Blvd Intersection Improvements | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG22-02 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $207,989.93 | $207,989.93 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $22,861.44 | | | | $207,989.93 | | | | $230,851.37 |
| 26 | **Traffic Calming** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,025.00 | $0.00 | $0.00 | $0.00 | $0.00 | $11,025.00 |
| | Various Locations | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG18-02 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $110,250.00 | $110,250.00 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $11,025.00 | | | | $110,250.00 | | | | $121,275.00 |
| 27 | **SW Scotton Way & SW 13th Avenue Intersection Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $525,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $525,000.00 |
| | SW Scotton Way at SW 13th Avenue | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG24-04 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,625,000.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $2,625,000.00 |
| | | Total | | $0.00 | | | | $525,000.00 | | | | $2,625,000.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $3,150,000.00 |
| 28 | **SE Grace Avenue & SE Rasmussen Blvd Intersection Improvements** | PE | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $343,980.00 | $343,980.00 |
| | SE Grace Avenue & SE Rasmussen Boulevard | ROW | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| | BG26-01 | CN | Unfunded | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $1,876,521.14 | $1,876,521.14 |
| | | Total | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $0.00 | | | | $2,220,501.14 | | | | $2,220,501.14 |

## Totals

| Revenue Sources | | 2027 Street Fund | 2027 TIF | 2027 TBD | 2027 Grants/Loans/ Other | 2028 Street Fund | 2028 TIF | 2028 TBD | 2028 Grants/Loans/ Other | 2029 Street Fund | 2029 TIF | 2029 TBD | 2029 Grants/Loans/ Other | 2030 Street Fund | 2030 TIF | 2030 TBD | 2030 Grants/Loans/ Other | 2031 Street Fund | 2031 TIF | 2031 TBD | 2031 Grants/Loans/ Other | 2032 Street Fund | 2032 TIF | 2032 TBD | 2032 Grants/Loans/ Other | 6-Year TIP Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Annual Totals by Funding** | | $68,250.00 | $482,771.52 | $0.00 | $16,994,792.09 | $406,875.00 | $118,125.00 | $0.00 | $12,822,973.00 | $91,875.00 | $118,125.00 | $0.00 | $6,832,875.00 | $0.00 | $190,677.38 | $0.00 | $1,911,129.95 | $177,282.00 | $819,157.50 | $76,293.00 | $1,982,720.57 | $1,634,565.40 | $6,229,353.22 | $0.00 | $11,687,451.97 | |
| **Annual Totals by Phase** | | **PE** | **ROW** | **CN** | | **PE** | **ROW** | **CN** | | **PE** | **ROW** | **CN** | | **PE** | **ROW** | **CN** | | **PE** | **ROW** | **CN** | | **PE** | **ROW** | **CN** | | $62,645,292.59 |
| | | $1,597,609.02 | $1,270,704.59 | $14,677,500.00 | | $1,120,858.00 | $330,750.00 | $11,896,365.00 | | $34,125.00 | $0.00 | $7,008,750.00 | | $606,390.44 | $58,432.50 | $1,436,984.39 | | $1,359,808.07 | $1,056,195.00 | $639,450.00 | | $343,980.00 | $1,029,000.00 | $18,178,390.59 | | |
| **Annual Totals** | | $17,545,813.61 | | | | $13,347,973.00 | | | | $7,042,875.00 | | | | $2,101,807.33 | | | | $3,055,453.07 | | | | $19,551,370.59 | | | | |

PE = Preliminary Engineering ROW = Right-of-Way CN = Construction
TIF = Traffic Impact Fees TBD = Transportation Benefit District

# CITY OF BATTLE GROUND
# 2027-2032 6-YR TIP
# PROJECTS MAP




N:\Transportation\Reporting\Six-Year TIP\2027-2032\2027-2032 TIP Map.dwg - djaynes 05/06/2026 - 4:00pm

# CITY OF BATTLE GROUND
## RESOLUTION NO. 26-03

**A Resolution Adopting the Six-Year Transportation Improvement Program for 2027 to 2032.**

**WHEREAS,** the City Council of the City of Battle Ground and other municipalities are required by state law to review annually their six-year transportation improvement program, consisting of street improvement projects in priority order, proposed to be complete within the next six years; and

**WHEREAS,** the City Council of the City of Battle Ground reviewed the proposed six-year Transportation Improvement Program ("TIP") on June 15, 2026, as it was presented by the Department of Public Works; and

**WHEREAS,** the City Council provided a priority array criteria for development of the 2027-2032 TIP which criteria is to be adopted as a part of this resolution; and

**WHEREAS,** a public hearing was held on June 15, 2026, and testimony from the general public was taken on said plan and discussion was had as to improvements of various streets within the City and the specific priority of each project was considered as set for in RCW 35.77.010 and 47.26.230; and

**NOW, THEREFORE,** be it resolved by the City Council of the City of Battle Ground as follows:

1. The priority array criteria to be used in the development of the 2027-2032 Transportation Improvement Plan ("TIP") is established as follows:

    A. First Priority Corridors.

        (1) SE Grace Avenue Improvements – Design from East Main Street to SE Eaton Boulevard.

        (2) NW 5th Street from SR 503 to N Parkway Avenue.

        (3) SW Eaton Boulevard from SR 503 to SW 20th Avenue.

        (4) SW Rasmussen Boulevard Roundabout at SR 503.

        (5) NW Onsdorff Boulevard/SR 503 Intersection Improvements.

    B. Other street and road projects shall be prioritized based on the priority criteria ranked as follows:

        (1) Available Funding.

        (2) Arterial roadway.

        (3) Safety.

(4) Economic development

(5) Service level capacity.

(6) Structural integrity.

2. Based on the foregoing priority array criteria, that certain six-year Transportation Improvement Program ("TIP"), attached hereto and by reference made a part hereof, shall be and is hereby adopted as the six-year transportation improvement program for the years 2027 through 2032.

3. The Clerk of the City of Battle Ground is hereby directed to forward copies of this resolution to the Secretary of Transportation of the State of Washington, TIB, and the appropriate department of Public Services Department of Clark County, Washington, and such other office as shall be required.

4. This resolution shall be effective immediately upon its adoption by City Council.

**PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BATTLE GROUND IN OPEN MEETING THIS 15TH DAY OF JUNE, 2026.**

**CITY OF BATTLE GROUND, WASHINGTON**

By: _____
Eric Overholser, Mayor

Attest:

By: _____
Elizabeth Halili, City Clerk

Approved as to form:

By: _____
Kirk Ehlis, City Attorney

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | City Council |
| From: | Kris Swanson, City Manager |
| Date: | June 15, 2026 |
| Proceeding Type: | Presentation |
| Subject: | Ordinance No. 2026-04 – Storage of Trailers and Recreational Vehicles in Residential Areas |

| **Legislative History:** | |
|---|---|
| • City Council First Presentation | February 2, 2026 |
| • City Council Second Presentation | March 2, 2026 |
| • Public Hearing/Adoption | April 6, 2026 |
| • Council Communications | May 4, 2026 |
| • Study Session | May 18, 2026 |
| • City Council Third Presentation | June 15, 2026 |

**Staff Report Summary**

Staff recommend the City Council discuss the matter and provide policy direction.

**Background**

On April 6, 2026, the City Council adopted Ordinance No. 2026-04, amending Chapter 17.135.150 of the Battle Ground Municipal Code relating to the storage of trailers and recreational vehicles in residential areas (Attachment A). Ordinance No. 2026-04 was adopted by the City Council after public hearing and went into effect May 6, 2006.

During the "Council Communications" portion of the May 4, 2026, City Council meeting, the City Council asked that the matter be placed on the agenda for a future study session for additional review and discussion based on new data and information provided by the Fire District 3 Fire Marshal after adoption of the ordinance (Attachment B – Fire District 3 letter). That study session occurred on May 18, 2026.

**Fiscal and Policy Implications**

If the City Council wishes to reconsider policy for the storage of trailers and recreational vehicles in residential areas that was implemented through Ordinance No. 2026-04, the matter would be subject to the same consideration and approval process as when it was adopted earlier this year

(i.e. the public hearing process). Absent that, no further action by the City Council is required and the matter will be enforced pursuant to Ordinance No. 2026-04.

**Goals and Objectives Relevance**

N/A

**Options**

| *Option* | *Results* |
|---|---|
| • *Consider the matter and provide policy direction to staff.* | Staff will implement policy direction from the City Council. |

**Staff Recommendation**

Staff recommend that the City Council discuss the matter and provide policy direction.

**Attachments**

Attachment A – Ordinance No. 2026-04
Attachment B – Fire District 3 Letter

**Legal Review**

The matter has been reviewed by the City Attorney's Office.

**ORDINANCE NO. 2026-04**

AN ORDINANCE AMENDING BATTLE GROUND MUNICIPAL CODE TITLE 17 ZONING; CHAPTER 17.135 SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES; SECTION 17.135.150 TRAILER AND BOAT STORAGE IN RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

**WHEREAS,** the City of Battle Ground Municipal Code is a document containing 20 Titles and multiple Chapters and is codified by the adoption of ordinances and published in a code book by Book Publishing Company; and

**WHEREAS,** periodically the City of Battle Ground Municipal Code needs to be updated or improved for presentation to the City Council; and

**WHEREAS,** the City Council of the City of Battle Ground held a public hearing on April 6, 2026, for the purpose of allowing citizens of the City of Battle Ground to comment on changes; and

**WHEREAS**, the City Council of City of Battle Ground has reviewed the proposed changes; and

**NOW THEREFORE BE IT** ordained by the City Council of the City of Battle Ground, Washington as follows:

**SECTION 1.** TITLE 17 ZONING; CHAPTER 17.135 SUPPLEMENTARY REGULATIONS FOR SPECIFIC USES; SECTION 17.135.150 TRAILER AND BOAT STORAGE IN RESIDENTIAL DISTRICTS IS HEREBY AMENDED AS FOLLOWS:

~~17.135.150 Trailer and boat storage in residential districts.~~
~~Storage of house trailers, horse trailers and other recreational vehicles and trailers in residential districts outside of an enclosed structure shall be kept behind the front building line of the principal dwelling unit and shall observe the other setback requirements that apply to accessory buildings and structures.~~

**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. Recreational vehicles and trailers shall not be parked in the front yard. However, any recreational vehicle(s) or trailer(s) 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 "legally established". The driveway shall be improved with a permanent surface per BGMC 17.133.030.
b. Recreational vehicles or trailers shall not extend into the public right-of-way or obstruct sight visibility.

(Ord. 18-10 § 4 (part), 2018: Ord. 17-06 § 7 (part), 2017: Ord. 04-042 § 42, 2004: Ord. 95-769 § 5 (part), 1995)

**SECTION 2. SEVERABILITY.** If any section, sentence, clause, or phrase of this ordinance 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 ordinance.

**SECTION 3. REGULATORY CONFLICTS.** All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

**SECTION 4. CORRECTIONS.** The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

**SECTION 5. EFFECTIVE DATE.** This ordinance shall be published in summary form and be in full force and effective thirty (30) days from the final passage date in accordance with law.

ADOPTED IN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS 6th DAY OF APRIL 2026.

Eric Overholser (Apr 21, 2026 13:13:02 PDT)

Eric Overholser, Mayor

Attested to by:

Elizabeth Halili

Elizabeth Halili, City Clerk

Approved as to form:

Kirk Ehlis

Kirk Ehlis (Apr 21, 2026 13:21:26 PDT)

Kirk Ehlis, Contract City Attorney

# Ordinance No 2026-04 BGMC 17.135.150 Trailer & Boat Storage in Residential Districts AMENDED eh

Final Audit Report 2026-04-21

| | |
|---|---|
| Created: | 2026-04-21 |
| By: | Elizabeth Halili (elizabeth.halili@cityofbg.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAnParCrq1J96Z81aGUYOMSFqwxm0a2WsN |

## "Ordinance No 2026-04 BGMC 17.135.150 Trailer & Boat Storage in Residential Districts AMENDED eh" History

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(360) 892-2331 • Fax: (360) 892-7603
www.fire3.org

**Fire District 3**
CLARK COUNTY WASHINGTON

17718 NE 159th Street
Brush Prairie, Washington 98606

May 20, 2026

**Re: Storage of recreational vehicles and trailers in residential districts**

Dear City Council,

Fire District 3 recognizes the City's recent code amendment expanding flexibility for RV and travel trailer placement on residential properties. We understand the community interest in increased property use options and respect the policy direction established by the City Council.

Under the previous code, RVs and trailers were required to follow setback requirements similar to accessory structures. In the fire protection context, setbacks function as fire separation distance: the space between structures that helps reduce the likelihood of fire spreading from one object to another.

From a fire and life safety perspective, the removal of minimum separation distances introduces conditions that can increase the potential for fire spread. RVs and travel trailers are often constructed with lightweight, combustible materials and commonly include propane systems, fuel sources, and electrical components, which can contribute to rapid fire growth when units are placed in close proximity.

Separation distance remains one of the most effective tools for reducing fire exposure between structures. The Washington State Residential Code Section R302.1 establishes fire separation principles for residential buildings, including additional limitations when exterior walls are located less than 5 feet from a property line. While these provisions do not apply to RVs or travel trailers, they reflect a long-standing code principle: as spacing decreases, fire exposure risk increases, particularly given that these units are generally less fire-resistant than permanent residential structures.

Placement of RVs and travel trailers directly adjacent to property lines may increase exposure risk to neighboring properties, where a fire involving a single unit has a greater potential to extend beyond the property of origin and impact adjacent homes or combustible materials. Closely spaced units may also limit firefighter access, complicate hose deployment, and affect normal egress pathways for occupants.

The Fire Marshal's Office remains committed to supporting the City and community and is available to assist with public education or guidance that helps maintain reasonable fire and life safety protections while preserving the intended flexibility of this code change.

Sincerely,

*Chris Drone*

Chris Drone
Fire Marshal – Fire District 3

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | City Council |
| From: | Meagan Lowery, Finance and Information Services Director |
| Date: | June 15, 2026 |
| Proceeding Type: | PRESENTATION/SET PUBLIC HEARING |
| Subject: | Ordinance No. 2026-14 Budget Amendment set public hearing |

| Legislative History: | |
|---|---|
| • First Presentation/set public hearing | June 15, 2026 – set public hearing |

**Staff Report Summary**

Council has an opportunity to consider and set a public hearing date for Ordinance 2026-14, amending the 2026 budget.

**Background**

1. On June 1, 2026, City Council approved the addition of $50,000 to the budget for the mayor to hire an independent counsel/investigator for review of city departments.
2. The city police department received a federal grant from the Washington Association of Sheriff's and Police Chiefs February 12, 2026, to purchase a LiDAR unit for $3,000.

**Fiscal and Policy Implications**

| Description | Fund | Increase (decrease) appropriation |
|---|---|---|
| Use of general fund balance for independent counsel/investigator for review of departments | 001 | 50,000 |
| WASPC grant received for police department LiDAR unit | 001 | 3,000 |

**Options**

1. Set the public hearing for July 20, 2026.
2. Modify the date for the public hearing to occur.

**Staff Recommendation**

Set the public hearing date for July 20, 2026.

**Attachments**

| | |
|---|---|
| A. | Ordinance No. 2026-14 |

**Legal Review**

The following documents were reviewed by legal:

Ordinance No. 2026-14

**ORDINANCE NO. 2026-14**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON AMENDING THE CITY'S 2026 BUDGET ORDINANCE 2025-18.**

**WHEREAS,** the City Council of the City of Battle Ground approved Ordinance No. 2025-18 to adopt a budget for the year 2026; and,

**WHEREAS,** the City Council of the City of Battle Ground desires to effectively utilize and manage the City's financial resources; and,

**WHEREAS,** the City will receive additional revenues that were not anticipated at the time of adopting the budget for 2026; and,

**WHEREAS,** funds received in excess of estimated revenues during the current fiscal year when authorized by an ordinance amending the original budget, may be included in the expenditure limitation [RCW 35A.33.120(4)]; and,

**WHEREAS,** the City desires to undertake activities, which were not foreseen at the time of adopting the 2026 budget; and,

**WHEREAS**, the financial activities in the following funds could not have been reasonably foreseen at the time of adopting the 2026 budget;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATTLE GROUND AS FOLLOWS:**

**Section 1. Budget Amendments and Effect on Fund Revenues and Expenses**

The City of Battle Ground's 2026 budget, as adopted by Ordinance 2025-18 is amended as follows:

| Description | Fund | Increase (decrease) appropriation |
|---|---|---|
| Use of general fund balance for independent counsel/investigator for review of departments | 001 | 50,000 |
| WASPC grant received for police department LiDAR unit | 001 | 3,000 |

**Section 2. Effective Date**

This ordinance shall be published in summary form and be in full force and effective five (5) days from the final passage date in accordance with law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS 20th DAY OF JULY, 2025.

CITY OF BATTLE GROUND

_____

Eric Overholser, Mayor

Attest:

_____

Elizabeth Halili, City Clerk

Approved as to form:

_____

Kirk Ehlis, City Attorney

# CITY OF BATTLE GROUND
# STAFF REPORT

| | |
|---|---|
| To: | Kris Swanson, City Manager |
| | City Council |
| From: | Mark Herceg, Public Works Director |
| Date: | June 15, 2026 |
| Proceeding Type: | Discussion |
| Subject: | NW 5th Street – Project Discussion |

| **Legislative History:** | |
|---|---|
| • Work Session: | April 20, 2026 |
| • Discussion: | June 15, 2026 |

**Staff Report Summary**

The City Council will participate in a discussion led by Public Works staff on decisions that need to be made related to this project.

**Background**

The City has been working on the NW 5th Street project for a number of years. This project is funded through a portion of the Connecting Washington Transportation Package.

There are several project decisions that need to be made before city Engineering Staff can continue on with the design of the project.

Recently, Councilmember McCoy has made a request to table the NW 5th Street project, with protection for the school commitment of future access as agreed with Cam placement (if such language is needed), an agreement for purchase and placement for a well location if hydrologically feasible, keeping NW 5th Street in the TIP if needed to be stated, and request to ask staff to attempt to reprogram the funds.

Staff will lead a discussion on this.

**Fiscal and Policy Implications**

N/A

**Goals and Objectives Relevance**

N/A

**Options**

N/A

**Staff Recommendation**

This is a discussion session. Council can request more info or provide staff with direction as is applicable.

**Attachments**

N/A

**Legal Review**

N/A