BATTLE GROUND CITY COUNCIL AGENDA
MONDAY JULY 20, 2026

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

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

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

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

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

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports
Mayor's Report
- BiG Heart Citizen Recognition Award: Rego Athletic Scholarship Fund & Founder Kimberlee Roaden

Presentations
- New Employee Introduction: Brittany Peterson, Battle Ground Municipal Court Clerk
- Battle Ground Art Alliance Presentation

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 15, 2026
B. City Council Regular Meeting Minutes of June 15, 2026
C. City Council Special Meeting Minutes of July 6, 2026
D. Claim Vouchers dated 06/12/2026 #100177-#100246 and Bank Drafts, in the amount of $1,101,466.16
E. Claim Vouchers dated 06/18/2026 #100247-#100291, in the amount of $983,273.68
F. Claim Vouchers dated 06/26/2026 #100292-#100325 and Bank Drafts, in the amount of $973,797.76
G. Claim Vouchers dated 07/02/2026 #100326-#100362, in the amount of $326,238.54

H. Claim Vouchers dated 07/10/2026 #100363-#100444 and Bank Drafts, in the amount of $1,050,301.94
I. Payroll dated 06/25/2026, vouchers #29332-#29342 in the amount of $8,222.52 and direct deposits of $344,700.55 for a total payroll of $352,923.07
J. Payroll dated 07/10/2026, vouchers #29343-#29351 in the amount of $7,636.66 and direct deposits of $361,143.23 for a total payroll of $368,779.89
K. NW 20th Avenue/NW9th Street – Local Agency Agreement Supplement
L. NW 20th Avenue/NW9th Street Intersection Improvements – Right of Way (ROW) Purchase Approval - Petersen
M. NW 20th Avenue/NW9th Street Intersection Improvements – Right of Way (ROW) Purchase Approval – Battle Ground Investment Group (BGIG)
N. NW 20th Avenue/NW9th Street Intersection Improvements – Right of Way (ROW) Purchase Approval – Kennedy
O. SW Eaton Boulevard Improvements – Right of Way (ROW) Purchase Approval - Mancia
P. SE Grace Avenue Phase 2 – Right of Way (ROW) Purchase Approval – Wong
Q. Resolution No. 26-05: Recreation and Conservation Office (RCO) Grant Authorization

BUSINESS

2026 Q2 Financial Review
Presented By*: Finance and Information Technologies Director Meagan Lowery*
Summary: *The City Council will be presented with an overview of the city's 2026 second quarterly financial performance.*

Ordinance No. 2026-15 Lightcurve Franchise Agreement: Presentation
Presented By*: City Engineer Ryan Jeynes*
Summary: *The council will receive a presentation on a Franchise Agreement with Mashell Telecom, Inc., dba Lightcurve.*

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 expected to last thirty (30) minutes, with no action to follow.

ADJOURNMENT

NEXT MEETING DATE: Monday, August 3, 2026 – No Study Session at 6:00 p.m. – Regular Meeting at 7:00 p.m.

Public Notices:

- Persons requiring special arrangements in order to participate in meetings should call the City Clerk's office at (360) 342 – 5008 at least two (2) business days prior to the scheduled meeting.
- The public is invited to view the full City Council packet on our website at www.cityofbg.org.
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Battle Ground City Council Study Session
Monday, June 15, 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 (arrived at 6:02 p.m.), and Council Members Troy McCoy, Shane Bowman, Jeanie Kuypers, Victoria Ferrer, and Brian Munson.

ABSENT: None.

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 Aziza Foster (via Zoom), Communications Manager/Public Information Officer Alisha Smith, Executive Assistant Kelly Jensen, and City Clerk Elizabeth Halili

TOPIC: Legacy Standards
Presented By: *Community Development Director Kristin Lehto.*
Summary: *The Council received 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.*

Community Development Director Kristin Lehto provided a brief presentation.

Discussion was held by Council.

Director Lehto and Public Works Director Mark Herceg 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: July 20, 2026

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DRAFT

Battle Ground City Council Meeting Minutes
Monday, June 15, 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, 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 Aziza Foster (via Zoom), Communications Manager/Public Information Officer Alisha Smith, Executive Assistant Kelly Jensen, and City Clerk Elizabeth Halili.

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

Councilmember Reports:

- *Councilmember McCoy*
  - *Provided a report on the recent Regional Transportation Council (RTC) Meeting noting the first stage of the bridge project will not have light rail.*

Mayor's Report:

- **Big Heart Citizen Recognition Award: Lynne Groth**
  Mayor Overholser presented the BiG Heart Citizen Recognition Award to Lynne Groth of Battle Ground Auto License in recognition of her exceptional professionalism and outstanding service to our community. Ms. Groth accepted the award and provided a brief statement.

- **Proclamation: Ride Transit Month; June 2026**
  Mayor Overholser proclaimed the month of June 2026, as Ride Transit Month in the City of Battle Ground and read the proclamation aloud.
  Mayor Overholser stated the proclamation request was submitted by Jay Housgard, Community Engagement Coordinator of C-TRAN.

Mayor Overholser issued a warning to a disruptive attendee of the meeting during the reading of the proclamation.

C-TRAN CEO Leann Caver and Deputy CEO Scott Patterson accepted the proclamation and provided a brief statement.

Mayor Overholser recessed the meeting at 7:15 p.m. after issuing a warning to a disruptive member of the public.
Mayor Overholser reconvened the meeting at 7:17 p.m.

- **Proclamation: In Recognition and Celebration of Battle Ground's Traditional, Nuclear Families**
  While reading the proclamation, Mayor Overholser issued a warning to a disruptive member of the public.
  Mayor Overholser issued a proclamation in Recognition and Celebration of Battle Ground's Traditional, Nuclear Families, noting the proclamation request was submitted by Philip Ridgeway, and read the proclamation aloud.
  Philip Ridgeway accepted the proclamation and provided a brief statement.

- **AWC Annual Conference City Council Voting Delegate Appointments**
  Mayor Overholser announced his decision to appoint Deputy Mayor Vaile, Councilmember Ferrer, and Councilmember Kuypers to serve as the three AWC Voting Delegates.

MOTION: Councilmember Munson moved to approve the appointment of Deputy Mayor Vaile, Councilmember Ferrer, and Councilmember Kuypers to serve as the 2026 AWC Voting Delegates on behalf of the City of Battle Ground.
SECOND: Deputy Mayor Vaile
VOTE: Motion Carried 7-0

Mayor Overholser recessed the meeting at 7:25 p.m.
Mayor Overholser reconvened the meeting at 7:30 p.m.

Presentations:

- **Greater Vancouver Chamber Annual Report**
  Greater Vancouver Chamber President/CEO John McDonagh and Chief Operating Officer Janet Kenefsky provided a presentation.
  The Council discussed the presentation.
  Mr. McDonagh and Ms. Kenefsky responded to questions from the council

MOTION TO APPROVE AGENDA **7:48 p.m.**
MOTION TO RESCIND: Councilmember Munson moved to rescind the motion approved at the June 1, 2026, Council Meeting that authorized a $50,000 budget amendment for the Mayor to hire an independent counsel/investigator to review internal City Departments. Councilmember Munson stated he voted on the prevailing side of the original motion
SECOND: Councilmember Ferrer
The Council discussed the motion
VOTE: Motion Carried 7-0

MOTION: Councilmember Munson moved to remove Ordinance 2026-14 Budget Amendment in its entirety from the Business section of tonight's agenda.
SECOND: Councilmember Ferrer
VOTE: Motion carried 7-0

MOTION: Councilmember McCoy moved to approve the agenda as amended.
SECOND: Councilmember Kuypers
VOTE: Motion carried 7-0

CITIZEN'S COMMUNICATIONS **7:50 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 (3) minutes to one (1) minute.

Mayor Overholser noted the speaking start time as 7:53 p.m.

- *Jessica Cole provided public comment via Zoom*
- *Ally Strappazon provided public comment*
- *Simon provided public comment*
- *Rebecca Postupak provided public comment via Zoom*
- *Liz provided public comment*
- *Bren provided public comment*
- *Bridgette White provided public comment via Zoom*
- *Jay provided public comment*
- *Mrs. Clark provided public comment*
- *Michael Terry provided public comment via Zoom*
- *David Terry provided public comment*
- *William Keith Mathison provided public comment*
- *Bri Harper provided public comment via Zoom*
- *Skylar Martin provided public comment*
- *Kim Rease provided public comment*
- *Jeshiaiah Green provided public comment via Zoom*
- *Justin Hornbaker provided public comment*
- *Matthew Rease provided public comment*
- *Tyler Long provided public comment via Zoom*
- *Peter Tapio provided public comment*
- *Jeanni Ferdon provided public comment*
- *Lori Bumala provided public comment via Zoom*
- *Jordan Shaw provided public comment*
- *Caleb Stunenait provided public comment*
- *Vernon Jeremica provided public comment via Zoom*
- *Richard Rylander provided public comment*
- *Drew provided public comment*
- *Benjamin Beal provided public comment*
- *Terry Kinney provided public comment*

- *Sharon Murphin provided public comment*
- *Judy Blevens provided public comment*
- *Troy Rasband provided public comment*
- *Greg provided public comment*
- *Jaxon Derantz provided public comment*
- *Joey DeRantz and an adult provided public comment*
- *Sara Newhouse provided public comment*
- *Rev. Ari Wolfe provided public comment*
- *River provided public comment*
- *Brent Ingersoll provided public comment*
- *Michele Black provided public comment*
- *Jennifer Fisher provided public comment*
- *Laurie Schacht provided public comment*
- *Xander Garcia provided public comment*
- *Brent Hennrich provided public comment*
- *Jenn Frost provided public comment*
- *Stephanie F. provided public comment*
- *Rev. Kate Lore provided public comment*
- *Alex Stone provided public comment*
- *Emily Crowe provided public comment*
- *Stephanie Van Volkinburg provided public comment*
- *Pastor Ed Stanton provided public comment*
- *Kimberlee Goheen Elbon provided public comment*
- *Alex L. provided public comment*

Mayor Overholser extended the speaking time by an additional fifteen (15) minutes at 8:54 p.m.

- *Angela Benson-Slaton provided public comment*
- *Trace provided public comment*
- *Gary Wilson provided public comment*
- *Margo Logan provided public comment*
- *Stefanie Adams provided public comment*
- *Nancy Tarr provided public comment*
- *Amber Martinell provided public comment*

Mayor Overholser recessed the meeting at 9:05 p.m.
Mayor Overholser reconvened the meeting at 9:10 p.m.

CONSENT AGENDA **9:10 p.m.**

- **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

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

PUBLIC HEARING **9:10 p.m.**

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 heard public testimony, received a presentation, and considered approval of Resolution No. 26-03 Adopting the Six-Year Transportation Improvement Program (TIP) for 2027-2032.*

Public Works Director Herceg provided a brief presentation

Mayor Overholser opened the public hearing at 9:11 p.m.

- *None provided public testimony.*

Mayor Overholser closed the public hearing at 9:12 p.m.

MOTION: Councilmember Kuypers moved to approve Resolution No. 26-03 Adopting the Six-Year Transportation Improvement Program for 2027-2032 as presented.
SECOND: Councilmember McCoy
The Council discussed the Motion
Public Works Director Mark Herceg responded to questions from the Council.
VOTE: Motion Failed 0-7

MOTION TO RECONSIDER: Councilmember Ferrer moved to bring back (Reconsider) the Resolution 26-03 after the project discussion (NW 5th Street Item on the Agenda under Business).
SECOND: Councilmember Kuypers
VOTE: Motion Carried 7-0

BUSINESS **9:16 p.m.**

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

Presented By: *Deputy City Manager Robert Ferrier*

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

Deputy City Manager Robert Ferrier provided a brief presentation.
The Council discussed the presentation
Acting City Attorney Aziza Foster responded to questions from the Council

Deputy City Manager Robert Ferrier responded to questions from the Council

MOTION: Councilmember Kuypers moved to direct staff to prepare a draft Ordinance amending Battle Ground Municipal Code Title 17 Zoning; Chapter 17.135 Supplementary Regulations for Specific Uses; Section 17.135.150(a) Trailer and Boat Storage in Residential Districts to state that one recreational vehicle shall be stored in the front yard (clarified as driveway) and one in the back yard and to set a public hearing for the July 20, 2026, Regular City Council Meeting to receive public testimony.
SECOND: Councilmember Bowman
The Council discussed the motion
Community Development Director Kristin Lehto responded to questions from the Council
Further discussion was held by the Council

THE MOTION WAS RESCINDED BY COUNCILMEMBER KUYPERS

MOTION: Councilmember Kuypers moved to direct Staff to prepare a draft ordinance that would include bullet points related to zoning-based allowances and setbacks and clearance appropriate to the zoning, that that be the first draft that we review during bi-weekly meetings and start that conversation, and that we hold off on a public meeting to be a public hearing date to be set at this time, so we allow ourselves enough time to do the research that needs to be done and have the conversation. But, I'd like the expertise of the staff to start a draft.
SECOND: Councilmember Bowman
Deputy City Manager responded to questions from the Council
The Council discussed the motion.

VOTE: Motion Carried 6-1
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Kuypers, Councilmember Munson
NAYS: Councilmember Ferrer

Ordinance 2026-14 Budget Amendment: Presentation/Set Public Hearing
***This item was removed by a motion approved under "Motion to Approve Agenda".**
Presented By: *Finance and Information Services Director Meagan Lowery*
Summary: *The council did not receive a presentation or 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 participated in a discussion led by Public Works staff on decisions that needed to be made related to the NW 5th Street project and provided policy direction to staff.*

Public Works Director Mark Herceg provided a brief presentation.
The Council discussed the presentation.
Director Herceg responded to questions from the Council.

MOTION: Councilmember McCoy moved to table the NW 5th Street project, with protection for the school commitment of future access as agreed with Cam placement. Additionally, investigate an agreement for purchase and placement of a well location, while keeping NW 5th Street in the TIP as an unfunded project, as well as asking staff to attempt to reprogram the funds.

SECOND: Councilmember Kuypers
The Council discussed the motion
Director Herceg responded to questions from the Council
Further discussion was held by Council.

CALL THE QUESTION: Councilmember Munson Called The Question
SECOND: Deputy Mayor Vaile
VOTE: Carried 5-2
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Bowman, Councilmember Kuypers, Councilmember Munson
NAYS Councilmember McCoy, Councilmember Ferrer

VOTE: Motion Failed 0-7

Resolution No. 26-03 – Adopting the Six-Year Transportation Improvement Program for 2027-2032: Motion
****This item was placed here per a Motion to Reconsider after the public hearing was held earlier in the meeting.***
***Presented By*:** *Public Works Director Mark Herceg*
Summary: *The council hear public testimony, received a presentation, and considered approval of Resolution No. 26-03 Adopting the Six-Year Transportation Improvement Program (TIP) for 2027-2032.*

Public Works Director Mark Herceg provided a presentation
The Council discussed the presentation
Director Herceg responded to questions from the council

MOTION: Councilmember Bowman moved to approve Resolution No. 26-03 Adopting the Six-Year Transportation Improvement Program for 2027-2032 as presented.
SECOND: Councilmember Munson
Discussion was held by Council
VOTE: Motion Carried 6-1
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Kuypers, Councilmember Munson
NAYS: Councilmember Ferrer

ADMINISTRATIVE REPORTS **10:19p.m.**

- *Deputy City Manager Robert Ferrier:*
  - *Announced that a Pop-Up City Birthday Party celebrating Battle Ground's 75th Birthday has been scheduled for Wednesday, June 18, 2026, from 11:00 am to 1:00 pm at Kiwanis Park*

COUNCIL COMMUNICATIONS **10:20 p.m.**

- *Councilmember Munson*
  - *Provided a report on the Governance Manual Committee Meeting and requested that an email be forwarded to the full Council—by either the City Clerk or the Deputy City Manager—regarding the development of a draft process for the removal of a sitting Mayor or Deputy Mayor.*

- *Councilmember McCoy provided a brief statement regarding proclamations.*

MOTION: Councilmember McCoy moved to instruct staff to draft a Resolution to amend Chapter 21 of the Governance Manual to eliminate the following in Subsection a(i) "as well as the right to make exceptions to these guidelines and procedures."
SECOND: Councilmember Bowman
The Council discussed the motion

> **MOTION: Mayor Overholser moved to Suspend The Rules to extend the meeting past 10:30 p.m.**
> **SECOND: Councilmember McCoy**
> **VOTE: Motion carried 7-0**

Further discussion was held by the Council.

> **CALL THE QUESTION: Councilmember Ferrer moved to Call The Question**
> **SECOND: Deputy Mayor Vaile**
> **VOTE: Motion Failed 3-4**
> **AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer**
> **NAYS: Councilmember McCoy, Councilmember Bowman, Councilmember Kuypers**
> **ABSTAIN: Councilmember Munson**

Further discussion was held by the Council

VOTE: Motion Failed 3-4
AYES: Councilmember McCoy, Councilmember Bowman, Councilmember Kuypers
NAYS: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer
ABSTAIN: Councilmember Munson

- *Councilmember Bowman:*
  - *Requested parking enforcement numbers specifically related to NE 1st Avenue by Margarita Factory over the last couple of months and asked what Mayor Overholser meant by his statement regarding legal expenses due to one council member.*
    Mayor Overholser stated he would get back to Councilmember Bowman regarding his comment about legal expenses.
- *Councilmember Ferrer*
  - *Requested the Police Chief provide the number of hours spent by Parking enforcement on kids parking on the street. Councilmember Ferrer noted she had heard this was because there is not enough parking on school grounds.*
- *Councilmember Munson:*
  - *Noted that an email was provided by City Manager Kris Swanson regarding numbers related to proclamation expenses. Councilmember Munson requested Deputy City Manager Ferrier to request further information from City Manager Swanson regarding these numbers.*
- *Mayor Overholser:*
  - *Noted he contacted Deputy City Manager Ferrier requesting additional information regarding costs related to proclamations.*
- *Deputy Mayor Vaile:*
  - *Stated he has concerns regarding the 350 hours for one staff member related to proclamations.*
  - *Noted the Council was inundated with emails from community members thanking the police department for professionally escorting a protestor from the June 1st meeting. Deputy Mayor Vaile thanked Police Chief Dennis Flynn and the Officers present at the June 1st meeting.*

- *Requested an Invocation update: Draft to amend the Governance Manual*
  Deputy City Manager Robert Ferrier responded to the question, noting this item will be presented at the August 3, 2026, City Council Meeting.

- *Mayor Overholser:*
  - *Provided a statement regarding the upcoming 4th of July holiday and encouraged the public to celebrate safely, cherish time with loved ones, and remember those who served our nation bravely.*
  - *Requested the Council's consensus to instruct staff to draft a resolution to amend the Governance Manual to add term limits for City Councilors; whether it be two or three terms, consecutive or non-consecutive. Requested staff bring this resolution before the Governance Coordination Manual Committee for review. Additionally, Mayor Overholser requested staff consult with legal regarding whether term limits can be added to the Manual*

CONSENSUS WAS REACHED by Council to direct staff to draft a resolution.

EXECUTIVE SESSION

Mayor Overholser announced that pursuant to RCW 42.30.110(1)(g), the City Council would enter an Executive Session to review the performance of a public employee. Mayor Overholser stated the Executive Session would last twenty (20) minutes, commencing at 11:00 pm and ending at 11:20 pm with possible action to follow.

Mayor Overholser recessed the Regular Meeting at 10:53 p.m.

The Council entered Executive Session at 11:00 p.m.

Mayor Overholser re-entered the Chambers at 11:20 p.m. and announced the Executive Session would be extended for an additional ten (10) minutes ending at 11:30 p.m.

The Council reentered the Chambers at 11:30 p.m.
Mayor Overholser reconvened the Regular Meeting at 11:30 p.m.

MOTION: Councilmember Bowman moved that any credible claim of hostile work environment or sexual harassment against any sitting council member I'll say will not be able to receive city funded representation.

MOTION CLARIFIED: Mayor Overholser clarified the motion with the approval of Councilmember Bowman to state: A motion that any hostile work environment or sexual harassment claim toward any sitting council member would remove that council member from city legal representation.
SECOND: Councilmember McCoy

Councilmember Ferrer left the chambers at 11:31 p.m.
Deputy Mayor Vaile arrived at 11:32 p.m.
Councilmember Ferrer reentered the chambers at 11:32 p.m.

The Council discussed the motion
City Attorney Aziza Foster responded to questions from the Council.

VOTE: Motion Failed 1-6
AYES: Councilmember Bowman

NAYS: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson
ABSTAIN: Councilmember McCoy

Councilmember McCoy left the dais (but remained in the Chambers) at 11:45 p.m.
Councilmember Bowman left the chambers at 11:45 p.m.

ADJOURNMENT
The regular meeting was adjourned at 11:45 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	Elizabeth Halili
Mayor	City Clerk

Date of approval by the City Council: July 20, 2026

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

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DRAFT

Battle Ground City Council Special Meeting Minutes
Monday, July 6, 2026

The special 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 (via Zoom), Shane Bowman, Jeanie Kuypers, and Brian Munson
ABSENT:	Councilmember Victoria Ferrer
STAFF:	Deputy City Manager Robert Ferrier, Acting City Attorney Kirk Ehlis (via Zoom), and City Clerk Elizabeth Halili.

EXECUTIVE SESSION **7:01 p.m.**

Mayor Overholser announced that pursuant to RCW 42.30.110(1)(g), the City Council would enter an Executive Session to review the performance of a public employee. Mayor Overholser stated the Executive Session would last one (1) hour, commencing at 7:01 pm and ending at 8:01 pm with no action to follow.

Mayor Overholser recessed the Special Meeting at 7:01 p.m.

The Council entered Executive Session at 7:01 p.m.

Mayor Overholser re-entered the Chambers at 7:58 p.m. and announced the Executive Session would be extended for an additional twenty (20) minutes ending at 8:21 p.m.

The Council re-entered the Chambers at 8:21 p.m.
Mayor Overholser reconvened the Regular Meeting at 8:21 p.m.

ADJOURNMENT

The regular meeting was adjourned at 8:21 p.m.

Next Meeting Date: Monday, July 20, 2026 – Budget Committee Meeting at 6:00 p.m. in Lieu of Study Session - Regular meeting at 7:00 p.m.

Eric Overholser	Elizabeth Halili
Mayor	City Clerk

Date of approval by the City Council: July 20, 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 $1,101,466.16 ON THIS, THE 12TH DAY OF JUNE, 2026.

	ACCTG DATE	AMOUNT	
100177-100181	06/10/2026	$ 18,942.70	PAYROLL AP
BANK DRAFT	06/10/2026	$ 373,866.30	PAYROLL AP
100182-100227	06/08/2026	$ 706,762.49	REGULAR PAYMENT
100228-100246	06/10/2026	$ 1,894.67	UTILITY AP
		$1,101,466.16	

Battle Ground, WA

Check Register

Packet: APPKT05214 - R AP 06/08/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03599	2 WATCH MONITORING INC OF VAN	06/08/2026	Regular	0.00	2,355.51	100182
04004	ACE HARDWARE - BATTLE GROUND	06/08/2026	Regular	0.00	1,109.12	100183
00051	ADP SCREENING & SELECTION SERVI	06/08/2026	Regular	0.00	390.75	100184
00107	ALPHA IMPRESSIONS, INC	06/08/2026	Regular	0.00	2,055.61	100185
00284	BEST WESTERN BATTLE GROUND	06/08/2026	Regular	0.00	750.00	100186
03133	BRAD PIESCH AGGRESSIVE ENTERPRI	06/08/2026	Regular	0.00	245.00	100187
00344	BSK ASSOCIATES	06/08/2026	Regular	0.00	1,606.00	100188
04198	CAR TOYS, INC	06/08/2026	Regular	0.00	25,869.17	100189
00428	CFM STRATEGIC COMMUNICATIONS	06/08/2026	Regular	0.00	4,680.00	100190
00868	CLARK COUNTY FIRE DISTRICT 3	06/08/2026	Regular	0.00	4,456.32	100191
00515	CLARK PUBLIC UTILITIES	06/08/2026	Regular	0.00	1,185.48	100192
01497	CONSOR NORTH AMERICA INC	06/08/2026	Regular	0.00	3,998.05	100193
03740	COURTNEY RAE MENDOZA	06/08/2026	Regular	0.00	187.50	100194
03584	COWLITZ COUNTY PUBLIC WORKS	06/08/2026	Regular	0.00	4,075.65	100195
00646	DATABAR	06/08/2026	Regular	0.00	1,179.53	100196
00732	DISCOVERY CLEAN WATER ALLIANCE	06/08/2026	Regular	0.00	364,001.11	100197
02665	GLOBAL TRANSPORTATION ENGINEE	06/08/2026	Regular	0.00	915.00	100198
01003	HALME EXCAVATING	06/08/2026	Regular	0.00	1,529.03	100199
04494	HENWOOD, L.	06/08/2026	Regular	0.00	1,000.00	100200
01179	IRON MOUNTAIN	06/08/2026	Regular	0.00	1,462.58	100201
03769	KEITH'S SPORTING GOODS INC	06/08/2026	Regular	0.00	2,472.03	100202
04421	KENNETH WALLACE LAW PLLC	06/08/2026	Regular	0.00	9,400.00	100203
01378	LOOMIS	06/08/2026	Regular	0.00	494.84	100204
02988	MARTA L. OCHOA-RUTHERFORD	06/08/2026	Regular	0.00	260.00	100205
04403	MDSI, LLC	06/08/2026	Regular	0.00	3,610.27	100206
01447	METROWATCH	06/08/2026	Regular	0.00	872.68	100207
01528	NAVIA BENEFIT SOLUTIONS	06/08/2026	Regular	0.00	500.00	100208
03029	NEW DAY ARBORIST	06/08/2026	Regular	0.00	3,366.36	100209
02855	NORTH FORK LANDSCAPE - NW BARI	06/08/2026	Regular	0.00	3,171.05	100210
01646	ONE CALL CONCEPTS, INC	06/08/2026	Regular	0.00	115.37	100211
01673	OWEN EQUIPMENT COMPANY	06/08/2026	Regular	0.00	6,227.07	100212
03783	PESTLOCAL LLC	06/08/2026	Regular	0.00	136.13	100213
01907	RICOH USA INC	06/08/2026	Regular	0.00	223.35	100214
04422	ROBERTSON FICK ENGINEERING, PC	06/08/2026	Regular	0.00	1,203.75	100215
03356	RYAN M BUSBY	06/08/2026	Regular	0.00	11,500.00	100216
03942	SW WA WINERY ASSOC	06/08/2026	Regular	0.00	10,000.00	100217
02585	TAPANI INC	06/08/2026	Regular	0.00	80.37	100218
02585	TAPANI INC	06/08/2026	Regular	0.00	216,000.00	100219
02196	THE CITY OF BATTLE GROUND	06/08/2026	Regular	0.00	230.00	100220
02242	TK ELEVATOR CORPORATION	06/08/2026	Regular	0.00	2,723.12	100221
04491	TRAFFIC AND PARKING CONTROL CO	06/08/2026	Regular	0.00	3,400.00	100222
02343	VASILIY AND ALLA CLEANING SERVIC	06/08/2026	Regular	0.00	3,868.00	100223
02397	WALTER E. NELSON COMPANY	06/08/2026	Regular	0.00	959.84	100224
02419	WASHINGTON STATE PATROL	06/08/2026	Regular	0.00	360.00	100225
02497	WILCO	06/08/2026	Regular	0.00	590.09	100226
02591	WILLIAM R. PEACOCK, P.E.	06/08/2026	Regular	0.00	597.85	100227
04493	WINDERS, JEREMY	06/08/2026	Bank Draft	0.00	665.23	DFT0003053

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04492	PAGLINAWAN, BRYAN	06/08/2026	Bank Draft	0.00	683.68	DFT0003054

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	54	46	0.00	705,413.58
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	1,348.91
EFT's	0	0	0.00	0.00
	56	**48**	**0.00**	**706,762.49**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	706,762.49
			706,762.49

Battle Ground, WA

Check Register

Packet: APPKT05204 - PRAP061026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00067	AFLAC	06/10/2026	Regular	0.00	539.85	100177
00265	BATTLE GROUND POLICE ASSOC.	06/10/2026	Regular	0.00	1,500.00	100178
01368	LIFE INSURANCE CO. OF NORTH AM	06/10/2026	Regular	0.00	2,658.62	100179
03434	MISSIONSQUARE	06/10/2026	Regular	0.00	11,462.23	100180
02175	TEAMSTERS LOCAL UNION NO. 58	06/10/2026	Regular	0.00	2,782.00	100181
00218	AWC EMPLOYEE BENEFIT TRUST	06/10/2026	Bank Draft	0.00	135,795.72	DFT0003041
00667	DEFERRED COMPENSATION	06/10/2026	Bank Draft	0.00	3,539.03	DFT0003042
00702	DEPT OF RETIREMENT SYSTEMS	06/10/2026	Bank Draft	0.00	54,254.28	DFT0003043
02559	INTERNAL REVENUE SERVICE- FED T	06/10/2026	Bank Draft	0.00	111,853.18	DFT0003044
01241	KAISER FOUNDATION HEALTH PLAN	06/10/2026	Bank Draft	0.00	59,431.40	DFT0003045
01528	NAVIA BENEFIT SOLUTIONS	06/10/2026	Bank Draft	0.00	1,401.64	DFT0003046
03461	WEALTH CARE SAVER	06/10/2026	Bank Draft	0.00	7,591.05	DFT0003047

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	16	5	0.00	18,942.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	7	0.00	373,866.30
EFT's	0	0	0.00	0.00
	55	**12**	**0.00**	**392,809.00**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	392,809.00
			392,809.00

Battle Ground, WA

Refund Check Register

Refund Check Detail

UBPKT10874 - Refunds 01 UBPKT10869 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
33-027020-002	Benson, Caleb	6/10/2026	100228	276.68			276.68	Deposit
33-046230-000	Khan, Gulmast	6/10/2026	100229	160.39			160.39	Deposit
34-031120-000	Kelbar, Shirley and Gary	6/10/2026	100230	238.64			238.64	Generated From Billing
34-032830-003	Baker, Travis	6/10/2026	100231	42.69			42.69	Generated From Billing
34-034860-002	Rhodes, Dustin and Kimberly	6/10/2026	100232	134.85			134.85	Deposit
43-049600-004	Strano, Niki	6/10/2026	100233	50.38			50.38	Generated From Billing
43-056580-008	Ness, Steven	6/10/2026	100234	180.06			180.06	Deposit
46-021770-002	The Estate of Geoffrey Allison	6/10/2026	100235	225.21			225.21	Generated From Billing
46-033540-002	Grundy, Joshua and Nicole	6/10/2026	100236	86.10			86.10	Generated From Billing
70-072340-000	Elizabeth A. Barner Revocable Trust	6/10/2026	100237	20.43			20.43	Generated From Billing
70-104080-000	Berry, Bruce And Ruth	6/10/2026	100238	20.43			20.43	Generated From Billing
80-055059-003	Hafiychuk, Dmytro and Lyubov	6/10/2026	100239	37.95			37.95	Deposit
80-150264-001	Sherlock, Dan and Lori	6/10/2026	100240	66.84			66.84	Deposit
80-151602-000	J and J Builders LLC	6/10/2026	100241	53.05			53.05	Generated From Billing
80-151607-000	Matyunin, Pavel	6/10/2026	100242	19.68			19.68	Generated From Billing
80-151633-000	Sun Country Homes	6/10/2026	100243	73.47			73.47	Deposit
80-151683-000	NW Elite Homes	6/10/2026	100244	16.55			16.55	Generated From Billing
80-151772-000	Prairie Homes LLC	6/10/2026	100245	27.90			27.90	Generated From Billing
80-151782-000	Prairie Homes LLC	6/10/2026	100246	163.37			163.37	Generated From Billing
Total Refunds: 19			**Total Refunded Amount:**	1,894.67				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	1894.67
Revenue Total:	1894.67

General Ledger Distribution

Posting Date: 06/10/2026

Account Number	Account Name	Posting Amount	IFT
Fund: 410 - WATER			
410-0000-111-10-99	POOLED CASH	-1,894.67	Yes
410-0000-122-30-00	ACCOUNTS RECEIVABLE UNAPPLIED	1,894.67	
	410 Total:	0.00	

General Ledger Distribution

Posting Date: 06/10/2026

Account Number	Account Name	Posting Amount	IFT
Fund: 999 - POOLED CASH			
999-0000-111-11-00	CASH IN BANK	-1,894.67	
999-0000-292-20-99	DUE TO OTHER FUNDS	1,894.67	Yes
	999 Total:	0.00	
	Distribution Total:	0.00	

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 $983,273.68 ON THIS, THE 18TH DAY OF JUNE, 2026.

	ACCTG DATE	AMOUNT	
100247-100291	06/15/2026	$ 983,273.68	REGULAR AP
		$ 983,273.68	



Battle Ground, WA

Check Register

Packet: APPKT05223 - R AP 06/15/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00295	BG PUBLIC SCHOOLS	06/15/2026	Regular	0.00	548,079.00	100247
00324	BRANDON C. CAMPBELL	06/15/2026	Regular	0.00	2,800.00	100248
04501	BUTTERFIELD, DANNY	06/15/2026	Regular	0.00	100.00	100249
02582	CAPITOL ASSET & PAVEMENT	06/15/2026	Regular	0.00	23,760.00	100250
00424	CERTIFIED LANGUAGES INTERNATIO	06/15/2026	Regular	0.00	58.00	100251
00473	CITY OF LA CENTER	06/15/2026	Regular	0.00	2,098.29	100252
00476	CITY OF RIDGEFIELD	06/15/2026	Regular	0.00	5,173.17	100253
00868	CLARK COUNTY FIRE DISTRICT 3	06/15/2026	Regular	0.00	9,757.28	100254
00868	CLARK COUNTY FIRE DISTRICT 3	06/15/2026	Regular	0.00	68,517.42	100255
00512	CLARK COUNTY TREASURER	06/15/2026	Regular	0.00	3,988.92	100256
00512	CLARK COUNTY TREASURER	06/15/2026	Regular	0.00	347.94	100257
00515	CLARK PUBLIC UTILITIES	06/15/2026	Regular	0.00	84,946.19	100258
04149	CONVERGE TECHNOLOGY SOLUTION	06/15/2026	Regular	0.00	117.50	100259
00646	DATABAR	06/15/2026	Regular	0.00	4,998.45	100260
04159	ECHO ELECTRIC, LLC	06/15/2026	Regular	0.00	1,665.33	100261
04327	FORTUNE CASINO LA CENTER	06/15/2026	Regular	0.00	25.00	100262
00919	GAMETIME	06/15/2026	Regular	0.00	68,120.31	100263
04408	GORDON G.T. & ASSOCIATES, INC	06/15/2026	Regular	0.00	805.86	100264
00993	H.D. FOWLER COMPANY	06/15/2026	Regular	0.00	317.27	100265
04136	HABERMAN, BRETT	06/15/2026	Regular	0.00	8,900.00	100266
01036	HELENA GREEN	06/15/2026	Regular	0.00	300.00	100267
04233	HOCKINSON SCHOOL DISTRICT	06/15/2026	Regular	0.00	7,737.00	100268
01215	JOE TURNER, P.C	06/15/2026	Regular	0.00	299.00	100269
01242	KAISER PERMANENTE	06/15/2026	Regular	0.00	220.00	100270
04221	KING, TIMOTHY	06/15/2026	Regular	0.00	750.00	100271
04498	MENDEZ CASTANEDA, PEDRO	06/15/2026	Regular	0.00	750.00	100272
02716	MENKE JACKSON BEYER, LLP	06/15/2026	Regular	0.00	26,518.55	100273
01447	METROWATCH	06/15/2026	Regular	0.00	751.47	100274
01466	MINERT & ASSOCIATES, INC	06/15/2026	Regular	0.00	248.00	100275
04499	MONDY, COURTNEY	06/15/2026	Regular	0.00	195.00	100276
03029	NEW DAY ARBORIST	06/15/2026	Regular	0.00	30,390.75	100277
03752	NURNBERG SCIENTIFIC	06/15/2026	Regular	0.00	1,955.32	100278
01627	OFFICE OF STATE TREASURER	06/15/2026	Regular	0.00	16,739.99	100279
01689	PACIFIC POWER GROUP, LLC	06/15/2026	Regular	0.00	2,697.20	100280
01728	PBS ENGINEERING & ENVIRONMENT	06/15/2026	Regular	0.00	18,986.95	100281
01907	RICOH USA INC	06/15/2026	Regular	0.00	63.38	100282
01939	ROTSCHY, INC	06/15/2026	Regular	0.00	15,824.78	100283
02004	SHERWIN WILLIAMS	06/15/2026	Regular	0.00	392.18	100284
02043	SMARSH	06/15/2026	Regular	0.00	11.42	100285
04495	SOUND WORKPLACE INVESTIGATION	06/15/2026	Regular	0.00	15,835.58	100286
02116	STRUCTURED	06/15/2026	Regular	0.00	6,580.24	100287
04235	THOMPSON, JESSICA	06/15/2026	Regular	0.00	460.00	100288
02294	UNIFIRST CORPORATION	06/15/2026	Regular	0.00	178.92	100289
04154	VANCOUVER DEFENDERS	06/15/2026	Regular	0.00	500.00	100290

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02397	WALTER E. NELSON COMPANY	06/15/2026	Regular	0.00	312.02	100291

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	51	45	0.00	983,273.68
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
	51	**45**	**0.00**	**983,273.68**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	983,273.68
			983,273.68

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 $973,797.76 ON THIS, THE 26TH DAY OF JUNE, 2026.

	ACCTG DATE	AMOUNT	
100292-100294	06/25/2026	$ 13,665.71	PAYROLL AP
BANK DRAFT	06/25/2026	$ 188,367.12	PAYROLL AP
100295-100325	06/22/2026	$ 690,077.66	REGULAR AP
BANK DRAFT	06/23/2026	$ 81,687.27	PCARD PAYMENT
		$ 973,797.76	

Battle Ground, WA

Check Register

Packet: APPKT05248 - R AP 06/22/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
04237	2DOWN SERVICES LLC	06/22/2026	Regular	0.00	7,500.00	100295
00008	A AFFORDABLE BAIL BONDS	06/22/2026	Regular	0.00	100.00	100296
04076	ADVANCED EXCAVATING SPECIALIST	06/22/2026	Regular	0.00	113,567.93	100297
00147	ANDREW W. WHEELER	06/22/2026	Regular	0.00	550.44	100298
00319	BOYD, GAFFNEY, SOWARDS & TREOS	06/22/2026	Regular	0.00	2,400.00	100299
03133	BRAD PIESCH AGGRESSIVE ENTERPR	06/22/2026	Regular	0.00	95.00	100300
00499	CLARK COUNTY LAWN & TRACTOR, I	06/22/2026	Regular	0.00	2,176.92	100301
00512	CLARK COUNTY TREASURER	06/22/2026	Regular	0.00	132,443.25	100302
02706	COMCAST	06/22/2026	Regular	0.00	16.03	100303
01497	CONSOR NORTH AMERICA INC	06/22/2026	Regular	0.00	32,766.25	100304
02557	CORE & MAIN LP	06/22/2026	Regular	0.00	676.53	100305
00693	DEPT OF LICENSING	06/22/2026	Regular	0.00	333.00	100306
04505	DYRA, DIANE	06/22/2026	Regular	0.00	750.00	100307
04503	KUTSAR, LYUBOV	06/22/2026	Regular	0.00	495.00	100308
02988	MARTA L. OCHOA-RUTHERFORD	06/22/2026	Regular	0.00	130.00	100309
01447	METROWATCH	06/22/2026	Regular	0.00	775.72	100310
01677	PACIFIC BREEZE PRODUCTS, INC	06/22/2026	Regular	0.00	78.54	100311
01728	PBS ENGINEERING & ENVIRONMENT	06/22/2026	Regular	0.00	26,641.66	100312
03979	PECKELS, JOANIE	06/22/2026	Regular	0.00	100.00	100313
00930	RICOH USA, INC	06/22/2026	Regular	0.00	1,935.31	100314
04422	ROBERTSON FICK ENGINEERING, PC	06/22/2026	Regular	0.00	3,200.00	100315
02003	SHEPPARD, REGINALD	06/22/2026	Regular	0.00	1,217.40	100316
02005	SHI INTERNATIONAL CORP	06/22/2026	Regular	0.00	44,169.48	100317
02096	STATE AUDITOR'S OFFICE	06/22/2026	Regular	0.00	35,474.60	100318
02585	TAPANI INC	06/22/2026	Regular	0.00	271,186.36	100319
02585	TAPANI INC	06/22/2026	Regular	0.00	160.74	100320
03170	TRANSPO GROUP USA, INC	06/22/2026	Regular	0.00	663.41	100321
04504	VALDEZ, MONICA	06/22/2026	Regular	0.00	750.00	100322
02397	WALTER E. NELSON COMPANY	06/22/2026	Regular	0.00	624.09	100323
03355	WESTERN UNITED CIVIL GROUP LLC	06/22/2026	Regular	0.00	3,100.00	100324
04496	WIGEN, KRISTIN	06/22/2026	Regular	0.00	6,000.00	100325

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	39	31	0.00	690,077.66
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
	39	**31**	**0.00**	**690,077.66**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	690,077.66
			690,077.66



Battle Ground, WA

Check Register

Packet: APPKT05253 - US BANK 05/2026

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	06/23/2026	Bank Draft	0.00	81,687.27	DFT0003071

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	301	1	0.00	81,687.27
EFT's	0	0	0.00	0.00
	301	**1**	**0.00**	**81,687.27**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	81,687.27
			81,687.27

Battle Ground, WA

Check Register

Packet: APPKT05235 - PRAP062526

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03912	GORDON, AYLWORTH, & TAMI, P.C.	06/25/2026	Regular	0.00	555.48	100292
01368	LIFE INSURANCE CO. OF NORTH AM	06/25/2026	Regular	0.00	1,738.46	100293
03434	MISSIONSQUARE	06/25/2026	Regular	0.00	11,371.77	100294
00667	DEFERRED COMPENSATION	06/25/2026	Bank Draft	0.00	3,539.03	DFT0003066
00702	DEPT OF RETIREMENT SYSTEMS	06/25/2026	Bank Draft	0.00	55,799.31	DFT0003067
02559	INTERNAL REVENUE SERVICE- FED T	06/25/2026	Bank Draft	0.00	120,086.09	DFT0003068
01528	NAVIA BENEFIT SOLUTIONS	06/25/2026	Bank Draft	0.00	1,451.64	DFT0003069
03461	WEALTH CARE SAVER	06/25/2026	Bank Draft	0.00	7,491.05	DFT0003070

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	3	0.00	13,665.71
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	21	5	0.00	188,367.12
EFT's	0	0	0.00	0.00
	29	**8**	**0.00**	**202,032.83**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	202,032.83
			202,032.83

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 $326,238.54 ON THIS, THE 2ND DAY OF JULY, 2026.

	ACCTG DATE	AMOUNT	
100326-100362	06/29/2026	$ 326,238.54	REGULAR AP
		$ 326,238.54	



Battle Ground, WA

Check Register

Packet: APPKT05268 - R AP 06/29/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
04290	AFNW - AIR FILTERS NORTHWEST LL	06/29/2026	Regular	0.00	1,869.35	100326
00075	AKS ENGINEERING & FORESTRY	06/29/2026	Regular	0.00	385.00	100327
00230	BAKER COMMODITIES INC	06/29/2026	Regular	0.00	818.93	100328
02733	BIO MANAGMENT NORTHWEST	06/29/2026	Regular	0.00	598.95	100329
00393	CASCADE COLUMBIA DISTRIBUTION	06/29/2026	Regular	0.00	5,310.43	100330
00515	CLARK PUBLIC UTILITIES	06/29/2026	Regular	0.00	6,550.51	100331
00574	CONSOLIDATED SUPPLY CO.	06/29/2026	Regular	0.00	3,155.99	100332
04509	DIAZ, ESMERALDA	06/29/2026	Regular	0.00	750.00	100333
04500	FOUNDRY CONSTRUCTION LLC	06/29/2026	Regular	0.00	40,417.10	100334
04408	GORDON G.T. & ASSOCIATES, INC	06/29/2026	Regular	0.00	8,096.63	100335
01007	HAMER ELECTRIC INC	06/29/2026	Regular	0.00	3,424.07	100336
01019	HARPER HOUF PETERSON RIGHELLIS	06/29/2026	Regular	0.00	13,952.50	100337
03695	HERC RENTALS INC	06/29/2026	Regular	0.00	126.49	100338
01225	JOHNSON, RONALD	06/29/2026	Regular	0.00	1,844.24	100339
04510	KEEBLER, CHANTELL	06/29/2026	Regular	0.00	750.00	100340
01315	LANDWEHR, CAROL	06/29/2026	Regular	0.00	32.77	100341
01394	MACKAY & SPOSITO, INC	06/29/2026	Regular	0.00	10,394.27	100342
02988	MARTA L. OCHOA-RUTHERFORD	06/29/2026	Regular	0.00	65.00	100343
01447	METROWATCH	06/29/2026	Regular	0.00	872.68	100344
02855	NORTH FORK LANDSCAPE - NW BARI	06/29/2026	Regular	0.00	67,469.09	100345
01673	OWEN EQUIPMENT COMPANY	06/29/2026	Regular	0.00	503.12	100346
04481	PACHAMAMA EVENTS LLC	06/29/2026	Regular	0.00	160.00	100347
04508	PETERSEN, PETER P.	06/29/2026	Regular	0.00	2,300.00	100348
03953	PRAIRIE HIGH SCHOOL BAND BOOST	06/29/2026	Regular	0.00	750.00	100349
02092	SECURITAS TECHNOLOGY CORPORA	06/29/2026	Regular	0.00	311.87	100350
02067	SOUTHWEST CLEAN AIR AGENCY	06/29/2026	Regular	0.00	384.00	100351
02121	SUMMIT LAW GROUP PLLC	06/29/2026	Regular	0.00	7,958.00	100352
03958	TLC TOWING AND RECOVERY INC	06/29/2026	Regular	0.00	1,424.28	100353
02264	TREBRON COMPANY INC	06/29/2026	Regular	0.00	13,411.04	100354
02294	UNIFIRST CORPORATION	06/29/2026	Regular	0.00	178.92	100355
02305	UNIVERSAL FIELD SERVICES, INC	06/29/2026	Regular	0.00	120.00	100356
03951	VERTEX CONTRACTING LLC	06/29/2026	Regular	0.00	2,066.68	100357
02375	WA ASSOC OF SHERIFFS & POLICE	06/29/2026	Regular	0.00	75.00	100358
04506	WILLISTON FINANCIAL GROUP LLC	06/29/2026	Regular	0.00	10,000.00	100359
03149	WINDSOR MEP ENGINEERS, LLC	06/29/2026	Regular	0.00	43,069.43	100360
04507	WONG, DAVID G.S.	06/29/2026	Regular	0.00	71,000.00	100361
04511	YOUNG, MARRISA	06/29/2026	Regular	0.00	750.00	100362
04226	DELTA DENTAL OF WASHINGTON	06/29/2026	Bank Draft	0.00	237.15	DFT0003076
04502	N-EAR PRO, INC	06/29/2026	Bank Draft	0.00	4,655.05	DFT0003077

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	44	37	0.00	321,346.34
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	4,892.20
EFT's	0	0	0.00	0.00
	46	**39**	**0.00**	**326,238.54**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	6/2026	326,238.54
			326,238.54

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

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

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $1,050,301.94 ON THIS, THE 10TH DAY OF JULY, 2026.

	ACCTG DATE	AMOUNT	
100363-100411	07/06/2026	$ 607,899.78	REGULAR AP
BANK DRAFT	07/07/2026	$ 19,512.22	FUEL AP
100412-100417	07/10/2026	$ 19,572.41	PAYROLL AP
BANK DRAFT	07/10/2026	$ 401,022.05	PAYROLL AP
100418-100444	07/08/2026	$ 2,295.48	UTILITY AP
		$1,050,301.94	



Battle Ground, WA

Check Register

Packet: APPKT05281 - R AP 07/06/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00051	ADP SCREENING & SELECTION SERVI	07/06/2026	Regular	0.00	56.82	100363
00147	ANDREW W. WHEELER	07/06/2026	Regular	0.00	6,000.00	100364
00216	AVAILABLE CREATIONS	07/06/2026	Regular	0.00	13.02	100365
03133	BRAD PIESCH AGGRESSIVE ENTERPRI	07/06/2026	Regular	0.00	95.00	100366
00344	BSK ASSOCIATES	07/06/2026	Regular	0.00	2,306.00	100367
00346	BUD CLARY FORD HYUNDAI	07/06/2026	Regular	0.00	64,601.80	100368
00351	BUILDING MAINTENANCE SOLUTION	07/06/2026	Regular	0.00	5,011.80	100369
04006	BURKE, GRANT	07/06/2026	Regular	0.00	78.93	100370
00868	CLARK COUNTY FIRE DISTRICT 3	07/06/2026	Regular	0.00	2,133.00	100371
00515	CLARK PUBLIC UTILITIES	07/06/2026	Regular	0.00	38,866.55	100372
01497	CONSOR NORTH AMERICA INC	07/06/2026	Regular	0.00	31,582.40	100373
03740	COURTNEY RAE MENDOZA	07/06/2026	Regular	0.00	375.00	100374
00646	DATABAR	07/06/2026	Regular	0.00	1,341.30	100375
00720	DICKS POINT S TIRE & AUTO SERVICE	07/06/2026	Regular	0.00	25.82	100376
00732	DISCOVERY CLEAN WATER ALLIANCE	07/06/2026	Regular	0.00	364,001.11	100377
00778	ECOLOGICAL LAND SERVICES, INC	07/06/2026	Regular	0.00	3,579.35	100378
04371	FARRELL, JUSTIN	07/06/2026	Regular	0.00	10,125.00	100379
03033	GLOBAL SECURITY & COMMUNICATI	07/06/2026	Regular	0.00	217.80	100380
00978	GREGORY S. CHENEY, PLLC	07/06/2026	Regular	0.00	6,000.00	100381
01003	HALME EXCAVATING	07/06/2026	Regular	0.00	1,309.87	100382
00530	ICC CODIFICATION, INC	07/06/2026	Regular	0.00	352.50	100383
04294	INTERCOM LANGUAGE SERVICES	07/06/2026	Regular	0.00	170.00	100384
01179	IRON MOUNTAIN	07/06/2026	Regular	0.00	1,776.28	100385
01192	J2 BLUE PRINT SUPPLY CO	07/06/2026	Regular	0.00	235.61	100386
01215	JOE TURNER, P.C	07/06/2026	Regular	0.00	1,886.00	100387
04421	KENNETH WALLACE LAW PLLC	07/06/2026	Regular	0.00	6,100.00	100388
01378	LOOMIS	07/06/2026	Regular	0.00	494.84	100389
01394	MACKAY & SPOSITO, INC	07/06/2026	Regular	0.00	34,829.69	100390
01437	MCMASTER-CARR SUPPLY CO	07/06/2026	Regular	0.00	203.99	100391
03307	MES SERVICE COMPANY INC	07/06/2026	Regular	0.00	2,395.43	100392
01445	METRO OVERHEAD DOOR INC.	07/06/2026	Regular	0.00	272.25	100393
01447	METROWATCH	07/06/2026	Regular	0.00	824.19	100394
04512	MYERS, ANTHONY	07/06/2026	Regular	0.00	324.00	100395
01528	NAVIA BENEFIT SOLUTIONS	07/06/2026	Regular	0.00	200.00	100396
01536	NET TRANSCRIPTS, INC	07/06/2026	Regular	0.00	98.55	100397
01646	ONE CALL CONCEPTS, INC	07/06/2026	Regular	0.00	157.07	100398
04429	PATRIOT ENVIRONMENTAL SERVICES	07/06/2026	Regular	0.00	1,158.53	100399
03905	RAPID RESPONSE BIO CLEAN INC	07/06/2026	Regular	0.00	5,994.00	100400
03575	REED, KEVIN	07/06/2026	Regular	0.00	130.63	100401
02004	SHERWIN WILLIAMS	07/06/2026	Regular	0.00	12.02	100402
02034	SKAMANIA COUNTY SHERIFF'S OFFIC	07/06/2026	Regular	0.00	241.62	100403
04495	SOUND WORKPLACE INVESTIGATION	07/06/2026	Regular	0.00	1,519.00	100404
02585	TAPANI INC	07/06/2026	Regular	0.00	42.50	100405
02585	TAPANI INC	07/06/2026	Regular	0.00	207.87	100406
02181	TERESA D JOHNSON, CPA INC	07/06/2026	Regular	0.00	134.26	100407
02343	VASILIY AND ALLA CLEANING SERVIC	07/06/2026	Regular	0.00	3,857.78	100408
03951	VERTEX CONTRACTING LLC	07/06/2026	Regular	0.00	5,080.69	100409
02419	WASHINGTON STATE PATROL	07/06/2026	Regular	0.00	708.00	100410
02497	WILCO	07/06/2026	Regular	0.00	534.76	100411

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04226	DELTA DENTAL OF WASHINGTON	07/06/2026	Bank Draft	0.00	237.15	DFT0003084

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	58	49	0.00	607,662.63
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	237.15
EFT's	0	0	0.00	0.00
	59	**50**	**0.00**	**607,899.78**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	607,899.78
			607,899.78

Check Register

Battle Ground, WA

Packet: APPKT05287 - FLEET FUEL 06/2026

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	07/07/2026	Bank Draft	0.00	19,512.22	DFT0003086

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	19,512.22
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**19,512.22**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	19,512.22
			19,512.22

Battle Ground, WA

Check Register

Packet: APPKT05290 - PRAP071026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00067	AFLAC	07/10/2026	Regular	0.00	539.85	100412
00265	BATTLE GROUND POLICE ASSOC.	07/10/2026	Regular	0.00	1,450.00	100413
03912	GORDON, AYLWORTH, & TAMI, P.C.	07/10/2026	Regular	0.00	555.48	100414
01368	LIFE INSURANCE CO. OF NORTH AM	07/10/2026	Regular	0.00	2,655.24	100415
03434	MISSIONSQUARE	07/10/2026	Regular	0.00	11,531.84	100416
02175	TEAMSTERS LOCAL UNION NO. 58	07/10/2026	Regular	0.00	2,840.00	100417
00218	AWC EMPLOYEE BENEFIT TRUST	07/10/2026	Bank Draft	0.00	134,330.96	DFT0003087
00667	DEFERRED COMPENSATION	07/10/2026	Bank Draft	0.00	3,539.03	DFT0003088
00702	DEPT OF RETIREMENT SYSTEMS	07/10/2026	Bank Draft	0.00	57,783.82	DFT0003089
02559	INTERNAL REVENUE SERVICE- FED T	07/10/2026	Bank Draft	0.00	136,776.15	DFT0003090
01241	KAISER FOUNDATION HEALTH PLAN	07/10/2026	Bank Draft	0.00	59,431.40	DFT0003091
01528	NAVIA BENEFIT SOLUTIONS	07/10/2026	Bank Draft	0.00	1,451.64	DFT0003092
03461	WEALTH CARE SAVER	07/10/2026	Bank Draft	0.00	7,709.05	DFT0003093

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	6	0.00	19,572.41
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	39	7	0.00	401,022.05
EFT's	0	0	0.00	0.00
	56	**13**	**0.00**	**420,594.46**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	420,594.46
			420,594.46

Battle Ground, WA

Refund Check Register

Refund Check Detail

UBPKT11038 - Refunds 01 UBPKT11035 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
33-045770-002	Thompson, Samantha	7/8/2026	100418	59.77			59.77	Generated From Billing
33-073500-007	Shidner, Linda	7/8/2026	100419	142.73			142.73	Generated From Billing
33-099410-001	Willhite, Margaret and Ted	7/8/2026	100420	29.21			29.21	Generated From Billing
33-150126-001	Tribe, Pamela	7/8/2026	100421	46.55			46.55	Generated From Billing
34-034930-000	Elliott, Patrick	7/8/2026	100422	89.80			89.80	Generated From Billing
34-096240-013	Griffin, Austin	7/8/2026	100423	31.81			31.81	Deposit
35-042980-003	Ross, Leesha	7/8/2026	100424	14.84			14.84	Generated From Billing
36-051275-002	Erickson, Casey	7/8/2026	100425	104.21			104.21	Generated From Billing
36-151189-000	Paladeni, Timmy	7/8/2026	100426	127.31			127.31	Generated From Billing
39-050947-000	Jago, Brent	7/8/2026	100427	192.42			192.42	Generated From Billing
42-065975-000	Gilliam, Steve and Robin	7/8/2026	100428	7.08			7.08	Generated From Billing
42-098790-002	Perrizo, John	7/8/2026	100429	61.93			61.93	Generated From Billing
46-033280-004	Diciglio, Vincent	7/8/2026	100430	199.28			199.28	Generated From Billing
46-050057-004	Cimino, Shelby and Joshua	7/8/2026	100431	123.18			123.18	Generated From Billing
46-050713-012	Jones, Kacie	7/8/2026	100432	41.05			41.05	Generated From Billing
48-050437-001	Baker, Jennifer	7/8/2026	100433	40.68			40.68	Generated From Billing
49-093870-005	Salsiccia, Sergio and Marilouise	7/8/2026	100434	185.43			185.43	Generated From Billing
49-151067-001	Balch, Timothy	7/8/2026	100435	72.41			72.41	Deposit
70-070670-001	Ashworth, Justin and Marlene	7/8/2026	100436	11.04			11.04	Generated From Billing
80-101380-002	Houfek, Donald and Sherry	7/8/2026	100437	13.58			13.58	Generated From Billing
80-150276-000	Kushtan, Radyslav	7/8/2026	100438	85.24			85.24	Generated From Billing
80-150723-002	Kleen, Constance	7/8/2026	100439	31.17			31.17	Generated From Billing
80-151685-000	NW Elite Homes	7/8/2026	100440	99.71			99.71	Generated From Billing
80-151686-000	NW Elite Homes	7/8/2026	100441	99.71			99.71	Generated From Billing
80-151687-000	NW Elite Homes	7/8/2026	100442	99.71			99.71	Generated From Billing
80-151700-000	Sun Country Homes	7/8/2026	100443	149.51			149.51	Generated From Billing
80-151749-000	Sun Country Homes	7/8/2026	100444	136.12			136.12	Generated From Billing
Total Refunds: 27			**Total Refunded Amount:**	2,295.48				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	2295.48
Revenue Total:	2295.48

General Ledger Distribution

Posting Date: 07/08/2026

	Account Number	Account Name	Posting Amount	IFT
Fund: 410 - WATER				
	410-0000-111-10-99	POOLED CASH	-2,295.48	Yes
	410-0000-122-30-00	ACCOUNTS RECEIVABLE UNAPPLIED	2,295.48	
		410 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-0000-111-11-00	CASH IN BANK	-2,295.48	
	999-0000-292-20-99	DUE TO OTHER FUNDS	2,295.48	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	NW 20th Avenue/NW 9th Street – Local Agency Agreement Supplement

Legislative History:	
• Action: • Action: • Action:	January 3, 2023 (PE, Consent) September 15, 2025 (ROW, Consent) July 20, 2026 (CN, Consent)

Staff Report Summary

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

Background

In February of 2022 the City applied for a federal Highway Safety Improvement Program (HSIP) grant to design and construct improvements to NW 20th Avenue and NW 9th Street. In September of 2022 the City received word that we awarded the grant.

The project will involve installing a compact roundabout and pedestrian improvements at this intersection.

Once WSDOT approves this Agreement the City will be able to move forward with the construction phase of this project.

Fiscal and Policy Implications

This project is included in the 2026 Budget.

Goals and Objectives Relevance

Approving this LAA would achieve the City Council's goal to improve and maintain infrastructure systems by continuing to move forward this important transportation project.

Options

Option	Results
• Authorize Signing Of Agreement	City will be able to move forward with CN.
• Do Not Authorize Signing Of Agreement	City will not be able to move forward.
• No Action	CN 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 NW 20th Avenue/NW 9th Street 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	City Attorney has reviewed this same document for previous projects.

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Battle Ground		03
Project Number HSIP-4457(001)	Agreement Number LA 10573	ALN. **20.205** - Highway Planning and Construction Federal Highway Administration (FHWA)

All provisions in the basic agreement remain in effect except as modified by this supplement.
The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name NW 20th Avenue and NW 9th Street Intersection Improvements Length 0.00

Termini NW 9th Street to NW 9th Street

Description of Work ✓ No Change

Reason for Supplement

Move project into CN phase.

Indirect Cost Rate ☐ Yes ✓ No Project Agreement End Date 12/31/2030

Advertisement Date 9/1/2026

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 100 %	a. Agency	11,850.00	0.00	11,850.00	0.00	11,850.00
	b. Other Consultant	103,627.00	0.00	103,627.00	0.00	103,627.00
Federal Aid Participation Ratio(s) for PE	c. Other			0.00		
	d. State Services	1,000.00	0.00	1,000.00	0.00	1,000.00
	e. Total PE Cost Estimate	116,477.00	0.00	116,477.00	0.00	116,477.00
RW 100 %	f. Agency	18,200.00	0.00	18,200.00	0.00	18,200.00
	g. Other Consultant	67,400.00	0.00	67,400.00	0.00	67,400.00
Federal Aid Participation Ratio(s) for RW	h. Other			0.00		
	i. State Services	1,000.00	0.00	1,000.00	0.00	1,000.00
	i. Total R/W Cost Estimate	86,600.00	0.00	86,600.00	0.00	86,600.00
CN 100 %	k. Contract	0.00	510,220.00	510,220.00	0.00	510,220.00
	l. Other Consultant	0.00	30,500.00	30,500.00	0.00	30,500.00
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other			0.00		
	o. Agency	0.00	5,000.00	5,000.00	0.00	5,000.00
	p. State Services	0.00	3,000.00	3,000.00	0.00	3,000.00
	q. Total CN Cost Estimate	0.00	548,720.00	548,720.00	0.00	548,720.00
	r. Total Project Cost Estimate	203,077.00	548,720.00	751,797.00	0.00	751,797.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title City Manager
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Agency		Supplement Number
City of Battle Ground		03
Project Number	Agreement Number	ALN **20.205** - Highway Planning and Construction Federal Highway Administration (FHWA)
HSIP-4457(001)	LA 10573	

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends $1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	NW 20th Avenue/NW 9th Street Intersection Improvements – ROW Purchase Approval – Petersen

Legislative History:	
• Consent:	July 20, 2026

Staff Report Summary

The City Council will consider approving the purchase of easements for the NW 20th Avenue/NW 9th Street Intersection Improvements project through passage of the consent agenda.

Background

The City has been working on the NW 20th Avenue/NW 9th Street project for a couple of years. Most recently, the City has been working to purchase the easements that will be necessary to construct the project. Through the design process it was determined that easements would be necessary from three separate property owners. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

The City was able to negotiate a settlement with the owners of the Petersen property for $2,300, which was the Fair Market Value. This purchase includes a temporary construction easement. This is the first of 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 Petersen property in the amount of $2,300.

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, Suite 122
Battle Ground, WA 98604

Document Title: Temporary Easement
Grantor: Peter P. Petersen
Grantee: City of Battle Ground
Legal Description: Ptn. Lot(s) 71, PARKVIEW TRAILS PHASE VI
Additional Legal Description is on Page 4-7 of Document.
Assessor's Tax Parcel Number: 228561142

TEMPORARY EASEMENT

NW 20th Ave & NW 9th St. Intersection Improvements

The Grantor, Peter P. Petersen, as his separate property and as surviving spouse of Judith C. Petersen, deceased, 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, 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 ingress, egress, for any and all purposes incidental to constructing, installing, and inspecting slopes, walls, sidewalks, curbs, gutters, drainage and other related road and utility construction activities.

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

Provided, however, that Grantee's use and occupancy of the easement area is limited to:

The term of this Temporary Easement shall commence on October 1, 2026, and shall terminate on March 31, 2028, hereinafter the "Term".

TEMPORARY EASEMENT

Grantee shall provide Grantor with written notice no less than 14 days in advance of the Grantee's intent to exercise its rights under this Temporary Easement.

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

Dated: 6/22, 2026

Peter P. Petersen

Accepted and Approved

City of Battle Ground

By:_____
Ryan Jeynes
City Engineer

Date: _____, 2026

TEMPORARY EASEMENT

STATE OF WASHINGTON)
: ss
County of Clark)

On this 22nd day of June, 2026, before me personally appeared Peter P. Petersen to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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 RAE COX
Notary Public
State of Washington
Commission Number 24018283
My Commission Expires
04/15/2026

Jill Rae Cox
Notary Public in and for the State of Washington, residing at Sherwood, Oregon

My commission expires 4/15/2026

Exhibit "A"
Lot 71 of "Parkview Trails Phase VI"
Temporary Construction Easement
Legal Description

Being a variable width strip of land located in the Southeast One-Quarter of Section 33, Township 4 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, said strip of land being more particularly described as follows:

All that portion of Lot 71 conveyed in the plat of "Parkview Trails Phase VI", Book 311 Page 132, survey records of Clark County, Washington, lying within the following described lines:

BEGINNING at a point on the westerly right-of-way line of NW 20th Avenue, said point being 30.00 feet westerly of, when measured at right angles to the centerline of NW 20th Avenue as described in the attached Exhibit "B", said centerline at Engineers' station 101+75.72;

Thence along the westerly right-of-way line of said NW 20th Avenue, being 30.00 feet westerly of, when measured at right angles to said centerline at Engineers' station 101+93.57;

Thence leaving the westerly right-of-way line of said NW 20th Avenue, on a straight line to a point on the southerly right-of-way line of NW 9th Street, being 51.23 feet westerly of, when measured at right angles to said centerline at Engineers' station 102+13.54;

Thence along the southerly right-of-way line of said NW 9th Street, to a point being 94.73 feet westerly of, when measured at right angles to said centerline at Engineers' station 102+10.86, and the beginning of a curve to the right, having a radius of 1523.00 feet and a central angle of 00°06'21";

Thence continuing along the curve of said southerly right-of-way line for an arc distance of 2.81 feet, whose chord bears South 87°56'49" West 2.81 feet to a point, being 97.54 feet westerly of, when measured at right angles to said centerline at Engineers' station 102+10.69;

Thence leaving the southerly right-of-way line of said NW 9th Street, on a straight line to a point, being 97.25 feet westerly of, when measured at right angles to said centerline at Engineers' station 102+05.71;

Thence on a straight line to a point, being 94.43 feet westerly of, when measured at right angles to said centerline at Engineers' station 102+05.87;

Thence on a straight line to a point, being 59.19 feet westerly of, when measured at right angles to said centerline at Engineers' station 102+08.04;

Thence on a straight line to a point, being 35.00 feet westerly of, when measured at right angles to said centerline at Engineers' station 101+84.17;

Thence on a straight line to a point, being 35.00 feet westerly of, when measured at right angles to said centerline at Engineers' station 101+75.72;

Thence on a straight line to a point on the westerly right-of-way line of NW 20th Avenue, being 30.00 feet westerly of, when measured at right angles to said centerline at Engineers' station 101+75.72 and there terminating.

Contains in all 588 square feet, more or less.

See Exhibit Map attached hereto.



2.5.2026

Exhibit "B"
NW 20th Avenue Right-Of-Way Centerline Legal Description

Being a right-of-way centerline located in the Southeast One-Quarter of Section 33, Township 4 North, Range 2 East and the Southwest One-Quarter of Section 34, Township 4 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, said centerline being more particularly described as follows:

BEGINNING at a point on the centerline of existing NW 20th Avenue, being engineer's right-of-way road centerline station 100+00.00, said point bears North 01°24'43" East, 2079.75 feet from a brass pin set in concrete in a 2" iron pipe inside of a monument box marking the Southeast corner of said Section 33;

Thence North 01°24'43" East, along said existing centerline, for a distance of 500.00 feet to a point being engineer's right-of-way road centerline 105+00.00, said point bears South 01°24'43" West, 76.80 feet from a yellow plastic cap set inside a ¾" iron pipe marking the East One-Quarter corner of said Section 33;

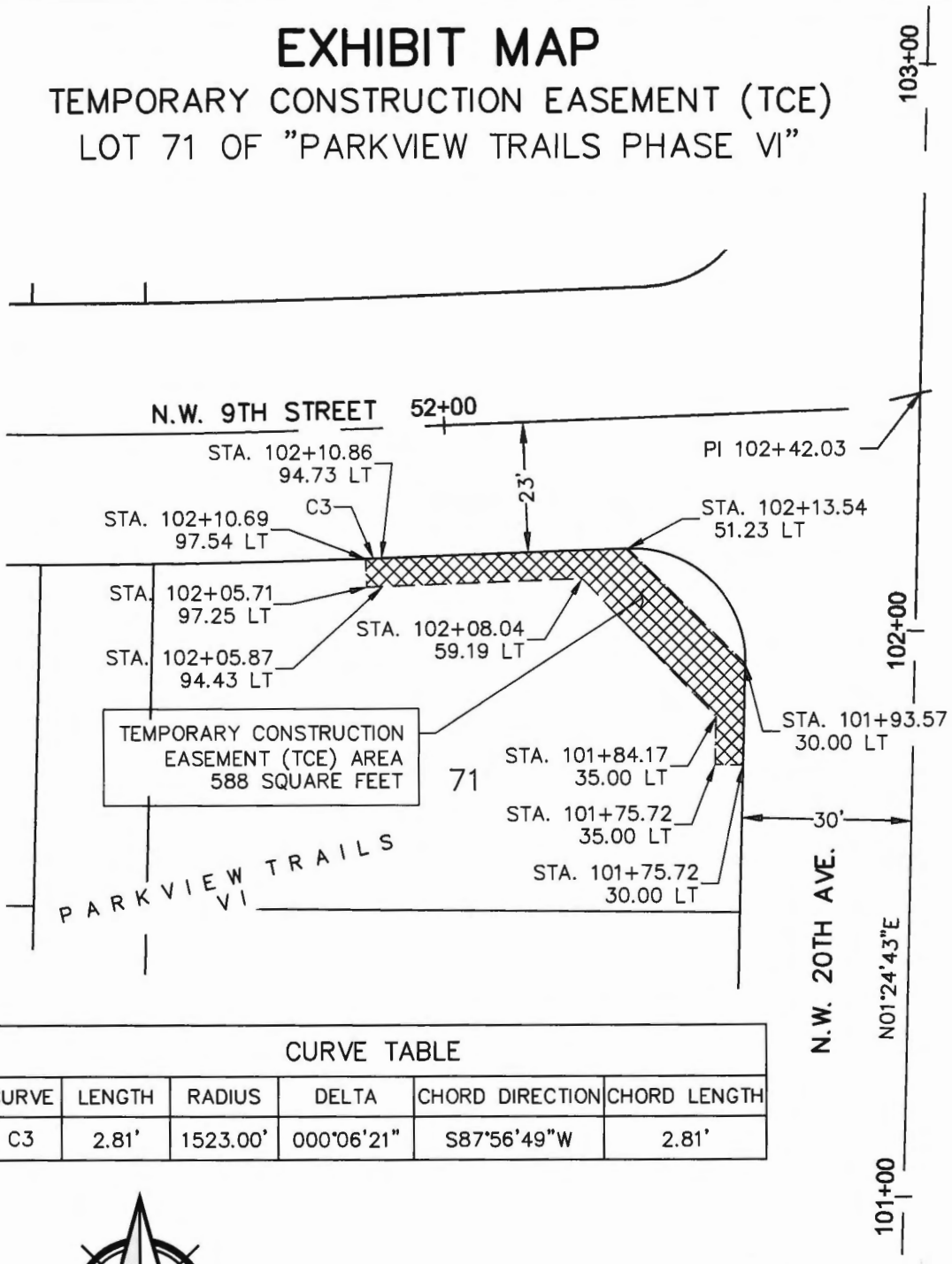
Bearings based on the Washington State Reference Network (WSRN)- NAD 83/2011_Epoch 2010.00- State Plane Washington South Zone 4602.



EXHIBIT MAP

TEMPORARY CONSTRUCTION EASEMENT (TCE)

LOT 71 OF "PARKVIEW TRAILS PHASE VI"



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C3	2.81'	1523.00'	000°06'21"	S87°56'49"W	2.81'

Scale 1" = 30'

0 15 30 60

SE 1/4 SECTION 33,
TOWNSHIP 4 NORTH,
RANGE 2 EAST, W.M., CLARK
COUNTY, CITY OF BATTLE
GROUND, WA.

APEX

DRAWN BY: MDL	JOB NO.: CON154-25008345	2/2/2026
CHECKED BY: RFS		SHEET 1 OF 1

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	NW 20th Avenue/NW 9th Street Intersection Improvements – ROW Purchase Approval – BGIG

Legislative History:	
• Consent:	July 20, 2026

Staff Report Summary

The City Council will consider approving the purchase of easements for the NW 20th Avenue/NW 9th Street Intersection Improvements project through passage of the consent agenda.

Background

The City has been working on the NW 20th Avenue/NW 9th Street project for a couple of years. Most recently, the City has been working to purchase the easements that will be necessary to construct the project. Through the design process it was determined that easements would be necessary from three separate property owners. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

The City was able to negotiate a settlement with the owners of the Battle Ground Investment Group property for $2,100, which was the Fair Market Value. This purchase includes a temporary construction easement. This is the second of 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 Battle Ground Investment Group property in the amount of $2,100.

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, Suite 122
Battle Ground, WA 98604

Document Title: Temporary Easement
Grantor: Battle Ground Investment Group LLC, a Washington limited liability company
Grantee: City of Battle Ground
Legal Description: Ptn. Lot(s) 4, SILVER MEADOWS
Additional Legal Description is on Page 4-7 of Document.
Assessor's Tax Parcel Number: Ptn. 228754008

TEMPORARY EASEMENT

NW 20th Ave & NW 9th St. Intersection Improvements

The Grantor, Battle Ground Investment Group LLC, a Washington limited liability company, 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, 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 ingress, egress, for any and all purposes incidental to constructing, installing, and inspecting slopes, walls, sidewalks, curbs, gutters, drainage and other related road and utility construction activities.

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

Provided, however, that Grantee's use and occupancy of the easement area is limited to:

The term of this Temporary Easement shall commence on October 1, 2026, and shall terminate on March 31, 2028, hereinafter the "Term".

TEMPORARY EASEMENT

Grantee shall provide Grantor with written notice no less than 14 days in advance of the Grantee's intent to exercise its rights under this Temporary Easement.

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

Dated: 7/2, 2026

Kim Gumbart

Name: Kier Gumbart

Title: Manager

Accepted and Approved

City of Battle Ground

By:_____
Ryan Jeynes
City Engineer

Date: _____, 2026

TEMPORARY EASEMENT

STATE OF WASHINGTON)
: ss
County of Clark)

On this 2nd day of July 2026, before me personally appeared Kier Gombart to me known to be the Manager of BattleGround Investment Group LLC a Washington Limited Liability Company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that (he/she/they) (is/are) authorized to execute said instrument.

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

(SEAL)

JILL RAE COX
Notary Public
State of Washington
Commission Number 24018283
My Commission Expires
04/15/2028

Jill Rae Cox
Notary Public in and for the State of Washington, residing at Sherwood, Oregon

My commission expires 04/15/2028

Exhibit "A"
Lot 4 of "Silver Meadows"
Temporary Construction Easement
Legal Description

Being a variable width strip of land located in the Southwest One-Quarter of Section 34, Township 4 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, said strip of land being more particularly described as follows:

All that portion of Lot 4 conveyed in the plat of "Silver Meadows", Book 311 Page 149, plat records of Clark County, Washington, lying within the following described lines:

BEGINNING at a point on the easterly right-of-way line of NW 20th Avenue, said point being 30.00 feet easterly of, when measured at right angles to the centerline of NW 20th Avenue as described in the attached Exhibit "B", said centerline at Engineers' station 101+75.07;

Thence along the easterly right-of-way line of NW 20th Avenue, being 30.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+00.71;

Thence leaving the easterly right-of-way line of said NW 20th Avenue, on a straight line to a point on the southerly right-of-way line of NW 9th Street, being 49.66 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+20.70;

Thence along the southerly right-of-way line of said NW 9th Street, to a point being 92.55 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+21.43;

Thence leaving the southerly right-of-way line of said NW 9th Street, on a straight line to a point, being 92.63 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+16.43;

Thence on a straight line to a point, being 53.95 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+15.77;

Thence on a straight line to a point, being 35.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 101+93.35;

Thence on a straight line to a point, being 35.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 101+75.07;

Thence on a straight line to a point on the easterly right-of-way line of NW 20th Avenue, being 30.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 101+75.07 and there terminating.

Contains in all 531 square feet, more or less.

See Exhibit Map attached hereto.



2.5.2026

Exhibit "B"
NW 20th Avenue Right-Of-Way Centerline Legal Description

Being a right-of-way centerline located in the Southeast One-Quarter of Section 33, Township 4 North, Range 2 East and the Southwest One-Quarter of Section 34, Township 4 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, said centerline being more particularly described as follows:

BEGINNING at a point on the centerline of existing NW 20th Avenue, being engineer's right-of-way road centerline station 100+00.00, said point bears North 01°24'43" East, 2079.75 feet from a brass pin set in concrete in a 2" iron pipe inside of a monument box marking the Southeast corner of said Section 33;

Thence North 01°24'43" East, along said existing centerline, for a distance of 500.00 feet to a point being engineer's right-of-way road centerline 105+00.00, said point bears South 01°24'43" West, 76.80 feet from a yellow plastic cap set inside a ¾" iron pipe marking the East One-Quarter corner of said Section 33;

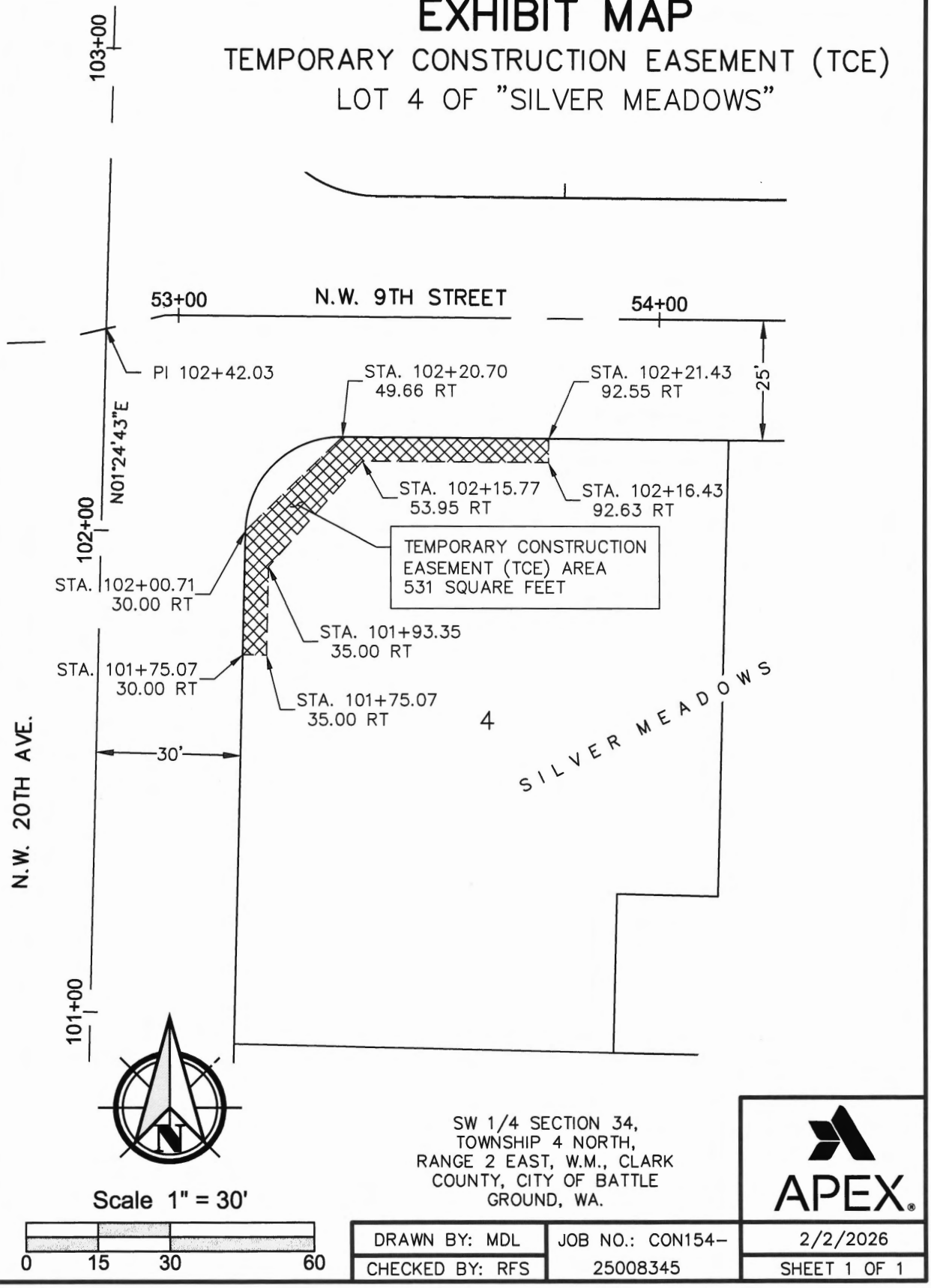
Bearings based on the Washington State Reference Network (WSRN)- NAD 83/2011_Epoch 2010.00- State Plane Washington South Zone 4602.



EXHIBIT MAP

TEMPORARY CONSTRUCTION EASEMENT (TCE)

LOT 4 OF "SILVER MEADOWS"



SW 1/4 SECTION 34,
TOWNSHIP 4 NORTH,
RANGE 2 EAST, W.M., CLARK
COUNTY, CITY OF BATTLE
GROUND, WA.

APEX

DRAWN BY: MDL	JOB NO.: CON154-25008345	2/2/2026
CHECKED BY: RFS		SHEET 1 OF 1

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	NW 20th Avenue/NW 9th Street Intersection Improvements – ROW Purchase Approval – Kennedy

Legislative History:	
• Consent:	July 20, 2026

Staff Report Summary

The City Council will consider approving the purchase of easements for the NW 20th Avenue/NW 9th Street Intersection Improvements project through passage of the consent agenda.

Background

The City has been working on the NW 20th Avenue/NW 9th Street project for a couple of years. Most recently, the City has been working to purchase the easements that will be necessary to construct the project. Through the design process it was determined that easements would be necessary from three separate property owners. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

The City was able to negotiate a settlement with the owners of the Kennedy property for $1,700, which was the Fair Market Value. This purchase includes a temporary construction easement. This is the third and final of 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 Kennedy property in the amount of $2,100.

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, Suite 122
Battle Ground, WA 98604

Document Title: Temporary Easement
Grantors: Dean E. Kennedy and Lauri L. Kennedy
Grantee: City of Battle Ground
Legal Description: Ptn. Lot(s)11, PINEHURST POINT
Additional Legal Description is on Page 4-7 of Document.
Assessor's Tax Parcel Number: Ptn. 228752022

TEMPORARY EASEMENT

NW 20th Ave & NW 9th St. Intersection Improvements

The Grantors, Dean E. Kennedy and Lauri L. Kennedy, husband and wife, 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, 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 ingress, egress, for any and all purposes incidental to constructing, installing, and inspecting slopes, walls, sidewalks, curbs, gutters, drainage and other related road and utility construction activities.

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

Provided, however, that Grantee's use and occupancy of the easement area is limited to:

The term of this Temporary Easement shall commence on October 1, 2026, and shall terminate on March 31, 2028, hereinafter the "Term".

TEMPORARY EASEMENT

Grantee shall provide Grantor with written notice no less than 14 days in advance of the Grantee's intent to exercise its rights under this Temporary Easement.

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

Dated: 7-2-, 2026

Dean E. Kennedy

Lauri L. Kennedy

Accepted and Approved

City of Battle Ground

By:_____
Ryan Jeynes
City Engineer

Date: _____, 2026

TEMPORARY EASEMENT

STATE OF WASHINGTON)
: ss
County of Clark)

On this 2nd day of July, 2026, before me personally appeared Dean E. Kennedy and Lauri L. Kennedy to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their 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 RAE COX
Notary Public
State of Washington
Commission Number 24019293
My Commission Expires
04/15/2028

Jill Rae Cox
Notary Public in and for the State of Washington, residing at Sherwood, Oregon

My commission expires 04/15/2028

Exhibit "A"
Lot 11 of "Pinehurst Point"
Temporary Construction Easement
Legal Description

Being a variable width strip of land located in the Southwest One-Quarter of Section 34, Township 4 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, said strip of land being more particularly described as follows:

All that portion of Lot 11 conveyed in the plat of "Pinehurst Point", Book 311 Page 139, plat records of Clark County, Washington, lying within the following described lines:

BEGINNING at a point on the easterly right-of-way line of NW 20th Avenue, said point being 30.00 feet easterly of, when measured at right angles to the centerline of NW 20th Avenue as described in the attached Exhibit "B", said centerline at Engineers' station 103+10.71;

Thence on a straight line to a point, being 35.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 103+10.71;

Thence on a straight line to a point, being 35.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+93.27;

Thence on a straight line to a point, being 50.57 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+75.73;

Thence on a straight line to a point, being 91.37 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+76.42;

Thence on a straight line to a point on the northerly right-of-way line of NW 9th Street, being 91.45 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+71.42;

Thence along the northerly right-of-way line of said NW 9th Street, being 55.42 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+70.81, and the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of 13°15'48";

Thence continuing along the curve of said northerly right-of-way line for an arc distance of 5.79 feet, whose chord bears North 82°55'28" West 5.77 feet to a point, being 49.68 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+71.38;

Thence leaving said northerly right-of-way line on a straight line to a point, being 30.67 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+90.07, to a point on the easterly right-of-way line of NW 20th Avenue and the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of 13°15'48";

Thence along the curve of said easterly right-of-way line for an arc distance of 5.79 feet, whose chord bears North 05°13'11" West 5.77 feet to a point, being 30.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 102+95.80;

Thence continuing along said easterly right-of-way line to a point, being 30.00 feet easterly of, when measured at right angles to said centerline at Engineers' station 103+10.71 and there terminating.

Contains in all 413 square feet, more or less.

See Exhibit Map attached hereto.



2.5.2026

Exhibit "B"
NW 20th Avenue Right-Of-Way Centerline Legal Description

Being a right-of-way centerline located in the Southeast One-Quarter of Section 33, Township 4 North, Range 2 East and the Southwest One-Quarter of Section 34, Township 4 North, Range 2 East, Willamette Meridian, City of Battle Ground, Clark County, Washington, said centerline being more particularly described as follows:

BEGINNING at a point on the centerline of existing NW 20th Avenue, being engineer's right-of-way road centerline station 100+00.00, said point bears North 01°24'43" East, 2079.75 feet from a brass pin set in concrete in a 2" iron pipe inside of a monument box marking the Southeast corner of said Section 33;

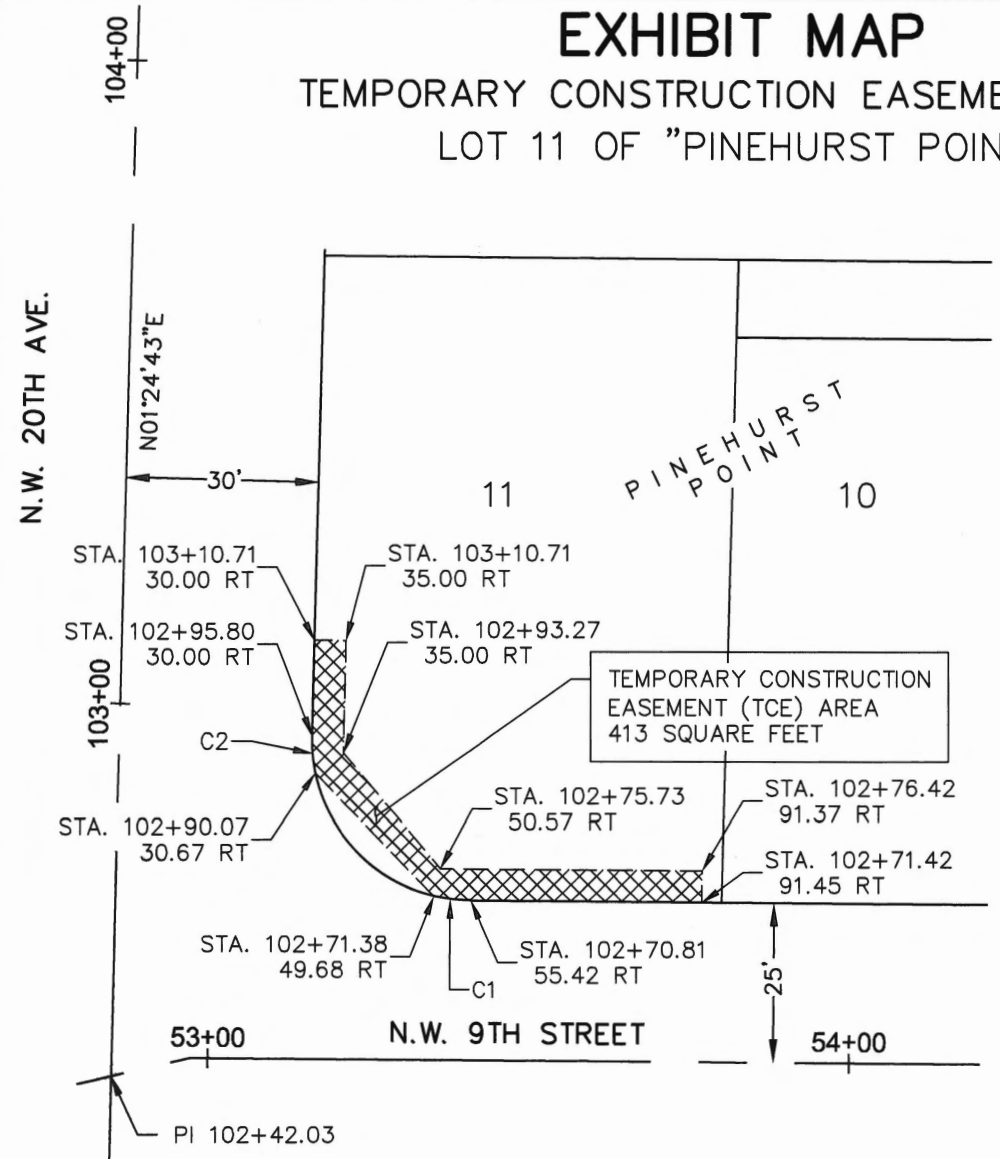
Thence North 01°24'43" East, along said existing centerline, for a distance of 500.00 feet to a point being engineer's right-of-way road centerline 105+00.00, said point bears South 01°24'43" West, 76.80 feet from a yellow plastic cap set inside a ¾" iron pipe marking the East One-Quarter corner of said Section 33;

Bearings based on the Washington State Reference Network (WSRN)- NAD 83/2011_Epoch 2010.00- State Plane Washington South Zone 4602.



EXHIBIT MAP

TEMPORARY CONSTRUCTION EASEMENT (TCE)
LOT 11 OF "PINEHURST POINT"



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	5.79'	25.00'	013°15'48"	N82°55'28"W	5.77'
C2	5.79'	25.00'	013°15'48"	N05°13'11"W	5.77'

Scale 1" = 30'

0 15 30 60

SW 1/4 SECTION 34,
TOWNSHIP 4 NORTH,
RANGE 2 EAST, W.M., CLARK
COUNTY, CITY OF BATTLE
GROUND, WA.

APEX®

DRAWN BY: MDL	JOB NO.: CON154-25008345	2/2/2026
CHECKED BY: RFS		SHEET 1 OF 1

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	SW Eaton Boulevard Improvements – ROW Purchase Approval – Mancia

Legislative History:	
• Admin:	April 1, 2024
• Consent:	July 20, 2026

Staff Report Summary

The City Council will consider approving the purchase of easements for the SW Eaton Boulevard Improvements project through passage of the consent agenda.

Background

The City has been working on the SW Eaton Boulevard Improvements project for a number of years. Most recently, the City has been working to purchase the right-of-way and easements that will be necessary to construct the project. Through the design process it was determined that right-of-way and easements would be necessary from twenty-one separate property owners. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

As discussed during the Admin portion of the April 1, 2024 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 Mancia property for $190,000, which is the Fair Market Value. This purchase includes a permanent acquisition and a temporary construction easement. This is the nineteenth of twenty-one 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 portion of the Mancia property and a temporary construction easement in the amount of $190,000.

Attachments

A.	Warranty Deed
B.	Temporary Easement

Legal Review

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

After recording return document to:

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

Document Title: Warranty Deed
Reference Number of Related Document: N/A
Grantor(s): Julio F. Mancia, as his separate estate
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot #46, Section 3, Township 3 North, Range 2 East
Additional Legal Description is on Page 3 of Document
Assessor's Tax Parcel Number: 192369000

WARRANTY DEED

SW EATON BOULEVARD IMPROVEMENTS

The Grantor(s), **Julio F. Mancia, as his separate estate**, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF BATTLE GROUND WASHINGTON, a municipal corporation of the State of Washington**, Grantee, the following described real property situated in Clark County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A and B attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

WARRANTY DEED

It is understood and agreed that delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the **CITY OF BATTLE GROUND WASHINGTON** unless and until accepted and approved hereon in writing for the **CITY OF BATTLE GROUND WASHINGTON**, by its authorized agent.

Date: May 18, 2026

Julio F. Mancia

Julio F. Mancia

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 18th day of May 2026, before me personally appeared **Julio F. Mancia**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his 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.

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

Jill Wyatt

Notary Public in and for the State of Washington
Residing at: Jefferson OR
My commission expires 2-6-2028

WARRANTY DEED

Accepted and Approved

CITY OF BATTLE GROUND
WASHINGTON

By:_____
Authorized Name/Title

Date:_____

STATE OF WASHINGTON)
: ss
County of _____)

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

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

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

My commission expires _____

MacKay Sposito

17499LD1_DED-6
2/24/2026
GAH

Vancouver Office

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

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO JULIO F. MANCIA, RECORDED UNDER AUDITOR'S FILE NO. 5428142, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SW 20TH AVENUE, SAID POINT BEING 30.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC 20TH STATION 12+62.15, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 332.33 FEET RIGHT OF CC 20TH STATION 12+61.61 AND THE **TERMINUS** THEREOF;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PARCEL;

BEGINNING ON THE EASTERLY RIGHT-OF-WAY LINE OF SW 20TH AVENUE, SAID POINT BEING 30.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC 20TH STATION 11+71.94, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE;

THENCE EASTERLY TO A POINT LYING 233.46 FEET RIGHT OF CC 20TH STATION 11+71.80;

THENCE SOUTHERLY THE FOLLOWING FOUR COURSES;

THENCE TO A POINT LYING 242.28 FEET RIGHT OF CC 20TH STATION 11+62.97;

THENCE TO A POINT LYING 242.28 FEET RIGHT OF CC 20TH STATION 11+08.50;

THENCE TO A POINT LYING 234.49 FEET RIGHT OF CC 20TH STATION 10+66.59;

THENCE TO A POINT LYING 234.30 FEET RIGHT OF CC 20TH STATION 10+34.68;

THENCE WESTERLY TO A POINT LYING 63.49 FEET RIGHT OF CC 20TH STATION 10+34.89;

THENCE NORTHWESTERLY TO A POINT LYING 41.00 FEET RIGHT OF CC 20TH STATION 10+57.42;

THENCE NORTHERLY TO A POINT LYING 41.00 FEET RIGHT OF CC 20TH STATION 10+75.00;

THENCE WESTERLY TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SW 20TH AVENUE, SAID POINT LYING 30.00 FEET RIGHT OF CC 20TH STATION 10+75.00;

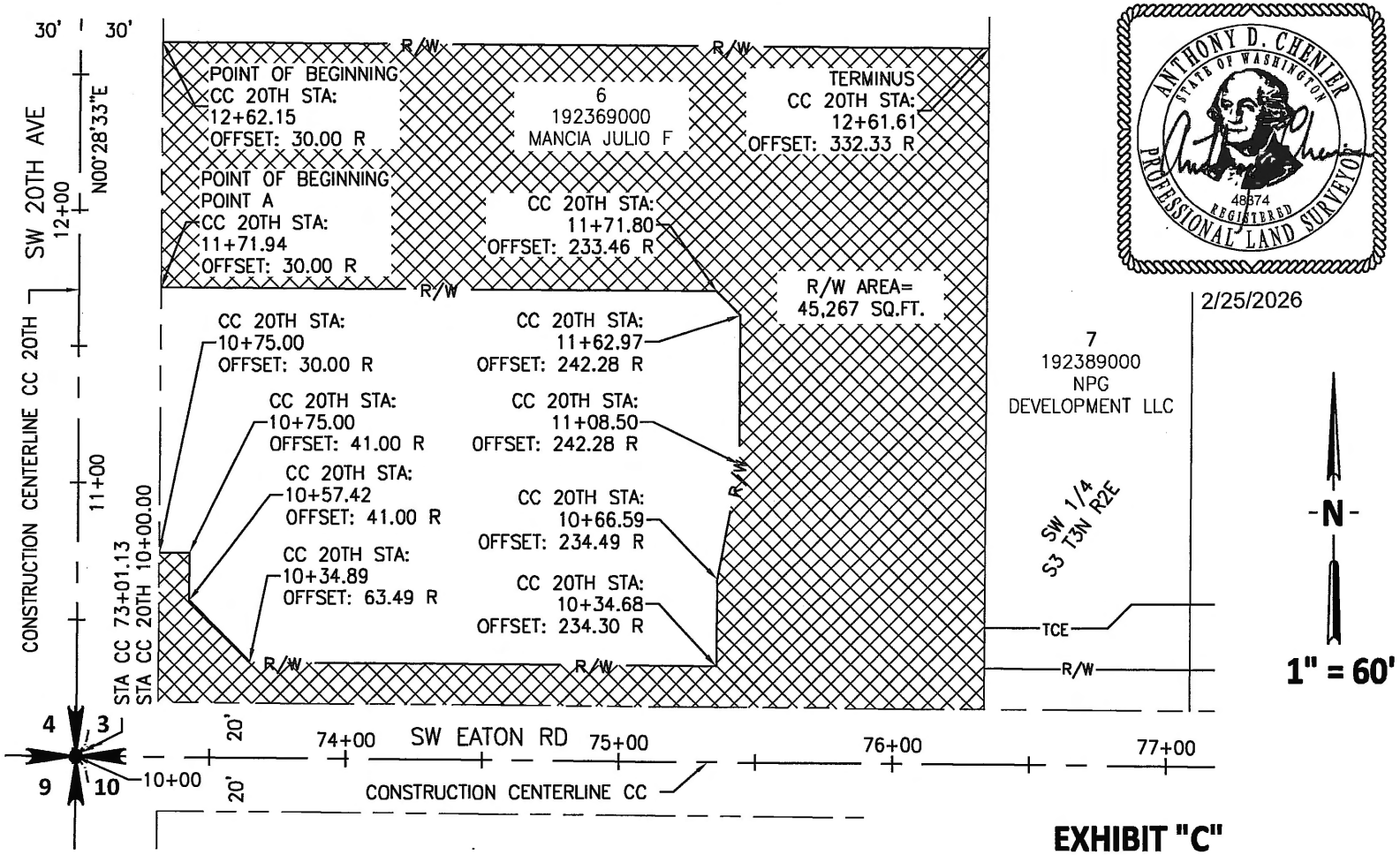
THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE TO THE **POINT OF BEGINNING.**

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD AND SW 20TH AVENUE.

CONTAINS 45,267 SQUARE FEET, MORE OR LESS.



2/25/2026



ANTHONY D. CHENIER
STATE OF WASHINGTON
48874
REGISTERED
PROFESSIONAL LAND SURVEYOR

2/25/2026

MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

18405 SE MILL PLAIN BLVD., SUITE 100
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY ACQUISITION

BATTLE GROUND, CLARK COUNTY, WA

After recording return document to:

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

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantor(s): Julio F. Mancia, as his separate estate
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot #46, Section 3, Township 3 North, Range 2 East
Additional Legal Description is on Page 4 & 5 of Document.
Assessor's Tax Parcel Number: 192369000

TEMPORARY EASEMENT

SW EATON BOULEVARD IMPROVEMENTS

The Grantor(s), **Julio F. Mancia, as his 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 WASHINGTON, a municipal corporation of the State of Washington**, 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 constructing the SW Eaton Boulevard Improvements Project.

Said lands being situated in Clark County, State of Washington, and described in Exhibit A and B, 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 March 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 appraisal; whichever is higher. Grantee shall notify Grantor in writing and render payment prior to the expiration of the term herein granted.

TEMPORARY EASEMENT

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

Dated: May 18, 2026

Julio F. Mancia

Julio F. Mancia

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 18th day of May 2026, before me personally appeared **Julio F. Mancia**, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed the same as his 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.

JILL WYATT
NOTARY PUBLIC
COMM. EXPIRES 02/06/2028
COMM. NO. 24009180
STATE OF WASHINGTON

Notary Public in and for the State of Washington
Residing at: ~~2-6-2028~~ gw Jefferson OR
My commission expires 2-6-2028

TEMPORARY EASEMENT

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Authorized Name/Title

Date: _____, 20_____

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

17499LD1_TCE-6
2/24/2026
GAH
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 STATUTORY WARRANTY DEED TO JULIO F. MANCIA, RECORDED UNDER AUDITOR'S FILE NO. 5428142, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING WITHIN THE FOLLOWING DESCRIBED PARCEL:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF NE SW 20TH AVENUE, SAID POINT BEING 30.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC 20TH STATION 11+71.94, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 233.46 FEET RIGHT OF CC 20TH STATION 11+71.80;

THENCE SOUTHEASTERLY TO A POINT LYING 242.28 FEET RIGHT OF CC 20TH STATION 11+62.97;

THENCE SOUTHERLY TO A POINT LYING 242.28 FEET RIGHT OF CC 20TH STATION 11+61.80;

THENCE WESTERLY TO A POINT LYING 45.00 FEET RIGHT OF CC 20TH STATION 11+61.93;

THENCE SOUTHERLY TO A POINT LYING 45.00 FEET RIGHT OF CC 20TH STATION 10+91.24;

THENCE SOUTHEASTERLY TO A POINT LYING 80.80 FEET RIGHT OF CC 20TH STATION 10+49.86;

THENCE EASTERLY TO A POINT LYING 150.89 FEET RIGHT OF CC 20TH STATION 10+49.73;

THENCE NORTHERLY TO A POINT LYING 150.91 FEET RIGHT OF CC 20TH STATION 10+57.08;

THENCE EASTERLY TO A POINT LYING 234.43 FEET RIGHT OF CC 20TH STATION 10+56.90;

THENCE SOUTHERLY TO A POINT LYING 234.30 FEET RIGHT OF CC 20TH STATION 10+34.68;

THENCE WESTERLY TO A POINT LYING 63.49 FEET RIGHT OF CC 20TH STATION 10+34.89;

THENCE NORTHWESTERLY TO A POINT LYING 41.00 FEET RIGHT OF CC 20TH STATION 10+57.42

THENCE NORTHERLY TO A POINT LYING 41.00 FEET RIGHT OF CC 20TH STATION 10+75.00;

THENCE WESTERLY TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SW 20TH AVE, SAID POINT LYING 30.00 FEET RIGHT OF CC 20TH STATION 10+75.00;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF NE SW 20TH AVENUE TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE EXISTING RIGHT-OF-WAY OF NW 20TH AVE AVENUE.

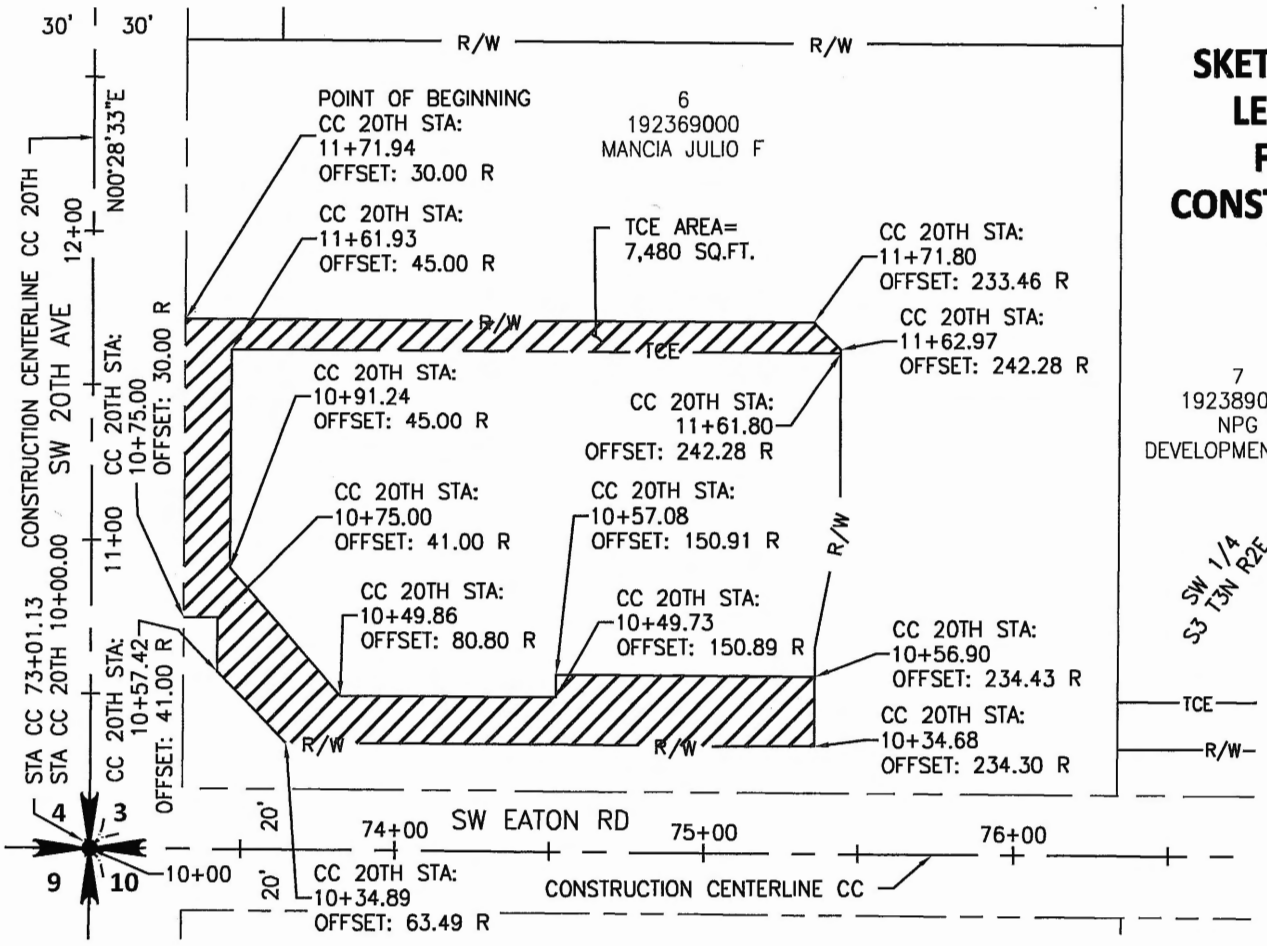
CONTAINS 7,480 SQUARE FEET, MORE OR LESS.



2/25/2026

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

BATTLE GROUND, CLARK COUNTY, WA



N

1" = 60'



2/25/2026

MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

18405 SE MILL PLAIN BLVD., SUITE 100
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	SE Grace Avenue Phase 2 – ROW Purchase Approval – Wong

Legislative History:	
• Admin:	April 6, 2026
• Consent:	July 20, 2026

Staff Report Summary

The City Council will consider approving the purchase of property and easements 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 Wong property for $71,000, which is the Fair Market Value. This purchase includes a permanent acquisition and a temporary construction easement. This is the fourth 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 permanent acquisition and a temporary construction easements on the Wong property in the amount of $71,000 through passage of the consent agenda.

Attachments

A.	Warranty Deed
B.	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): David G.S. Wong
Grantee(s): CITY OF BATTLE GROUND
Legal Description: Lot(s) 4, Block 1, Richter's Addition to Battle Ground, B/5
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 91101136

WARRANTY DEED

SE Grace Avenue Phase 2 Improvements

The Grantor(s), **David G.S. Wong, as his separate estate,** for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF BATTLE GROUND**, a Washington municipal corporation Grantee, the following described real property situated in CLARK County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof.

Also, the undersigned hereby requests the Assessor and Treasurer of said County to set over to the remainder of the herein described Parcel "A" the lien of all unpaid taxes, if any, affecting the property hereby conveyed, as provided by RCW 84.60.070.

WARRANTY DEED

It is understood and agreed that delivery of this deed 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.

Date: May 27th 2026

David G.S. Wong

STATE OF HAWAII)
: ss
County of Honolulu)

On this 27 day of May before me personally appeared **David G.S. Wong** to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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)

JARRETT TAMBALO NOTARY 05-662 PUBLIC STATE OF HAWAII

Notary Public in and for the State of Hawaii, residing at Honolulu

My commission expires 10/30/2029

JARRETT TAMBALO NOTARY 05-662 PUBLIC STATE OF HAWAII

Doc. Date: 5/27/2026 # Pages: 7
Notary Name: Jarrett Tambalo First Circuit
Doc. Description: Warranty Deed

Notary Signature 5/27/2026 Date

WARRANTY DEED

Accepted and Approved

CITY OF BATTLE GROUND

By:_____
Name:
Title:

Date:_____

STATE OF WASHINGTON)

: ss

County of _____)

On this _____ day of _____, 2026 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

17787LD25_ACQ
1/21/2026
SAG

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683
360.695.3411 | www.mackaysposito.com

EXHIBIT "A"

LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED CONVEYED TO DAVID WONG, RECORDED UNDER AUDITOR'S FILE NO. 8812300279, RECORDS OF CLARK COUNTY WASHINGTON, LOCATED IN THE NORTHEAST 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 31.71 FEET LEFT OF STATION 20+00.00 OF THE SE GRACE AVE CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 33.57 FEET LEFT OF STATION 20+40.47 OF SAID CONSTRUCTION CENTERLINE;

THENCE NORTHERLY IN A STRAIGHT LINE TO A POINT LYING 32.46 FEET LEFT OF STATION 20+95.00 OF SAID CENTERLINE AND THE **TERMINUS** THEREOF;

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

CONTAINS 2,061 SQUARE FEET, MORE OR LESS.



1-21-2026

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.

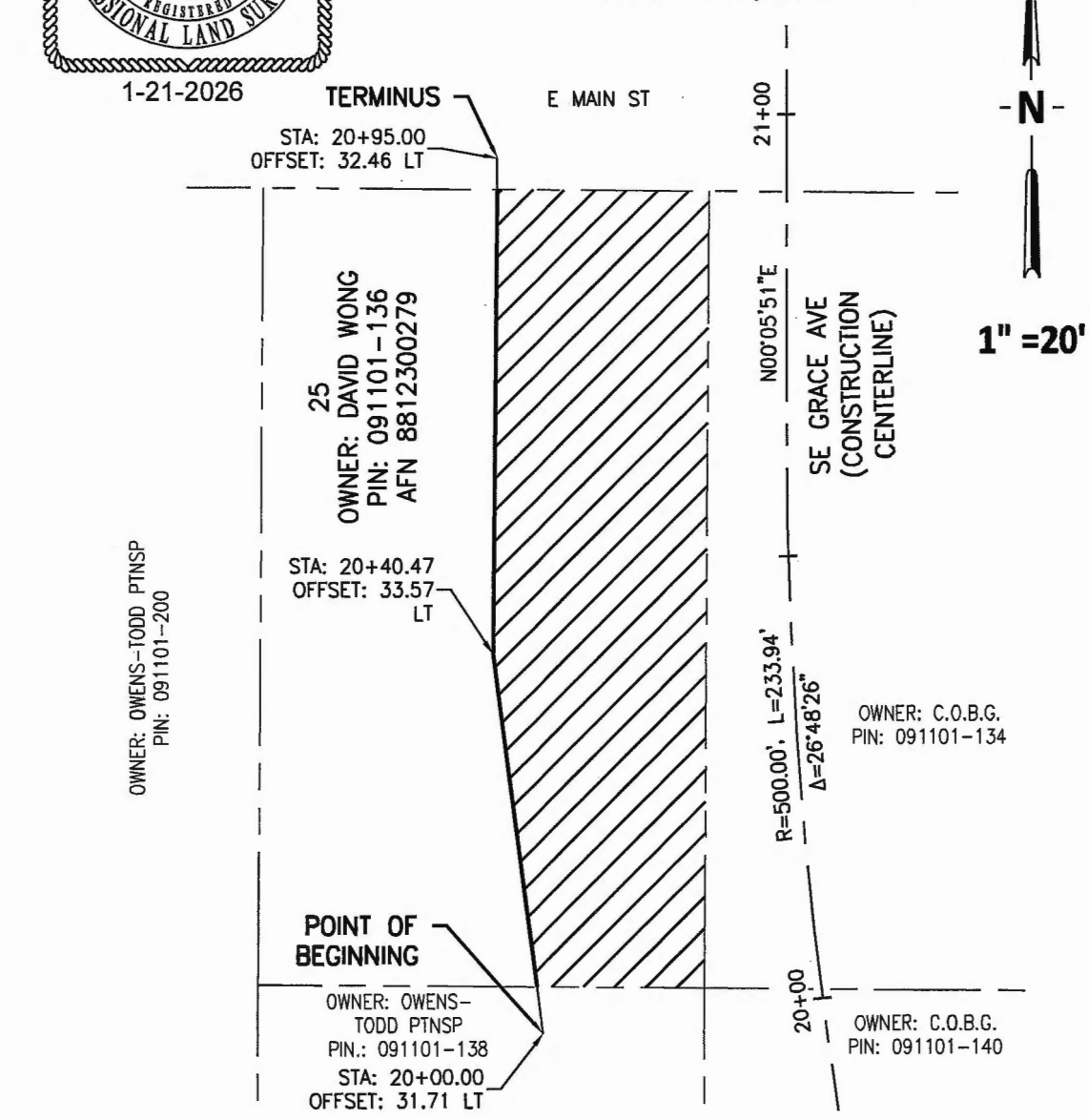


1-21-2026

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY ACQUISITION
CITY OF BATTLE GROUND
CLARK COUNTY, WASHINGTON

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

1-21-2026



MacKay Sposito
ENERGY PUBLIC WORKS LAND DEVELOPMENT
www.mackaysposito.com

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

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): David G.S. Wong
Grantee(s): City of Battle Ground, Washington
Legal Description: Lot(s) 4, Block 1, Richter's Addition to Battle Ground, B/5
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 91101136

TEMPORARY EASEMENT

SE Grace Avenue Phase 2 Improvements

The Grantor(s), **David G.S. Wong, as his 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

TEMPORARY EASEMENT

extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated appraisal; 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 27th, 2026

David G.S. Wong

STATE OF HAWAII)
: ss
County of Honolulu)

On this 27 day of May before me personally appeared **David G.S. Wong** to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his 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)

JARRETT TAMBALO NOTARY 05-662 PUBLIC STATE OF HAWAII

Notary Public in and for the State of Hawaii, residing at Honolulu

My commission expires 10/30/2029

Doc. Date: 5/27/2026 **# Pages:** 7
Notary Name: Jarrett Tambalo **First Circuit**
Doc. Description: Temporary Easement

Notary Signature 5/27/2026 **Date**

TEMPORARY EASEMENT

Accepted and Approved

CITY OF BATTLE GROUND

By:_____
Name:
Title:

Date: _____, 2026

STATE OF WASHINGTON)
: ss
County of _____)

On this _____ day of _____, 2026 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

17787LD25_TCE
9/18/2025
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 AS DESCRIBED IN STATUTORY WARRANTY DEED CONVEYED TO DAVID WONG, RECORDED UNDER AUDITOR'S FILE NO. 8812300279, RECORDS OF CLARK COUNTY WASHINGTON, LOCATED IN THE NORTHEAST 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 36.72 FEET LEFT OF STATION 20+03.00 OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 38.83 FEET LEFT OF STATION 20+43.11 OF SAID CONSTRUCTION CENTERLINE;

THENCE EASTERLY IN A STRAIGHT LINE TO A POINT LYING 32.00 FEET LEFT OF STATION 20+42.79 OF SAID CONSTRUCTION CENTERLINE AND THE **TERMINUS** THEREOF;

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

CONTAINS 203 SQUARE FEET, MORE OR LESS.



9-18-2025

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"
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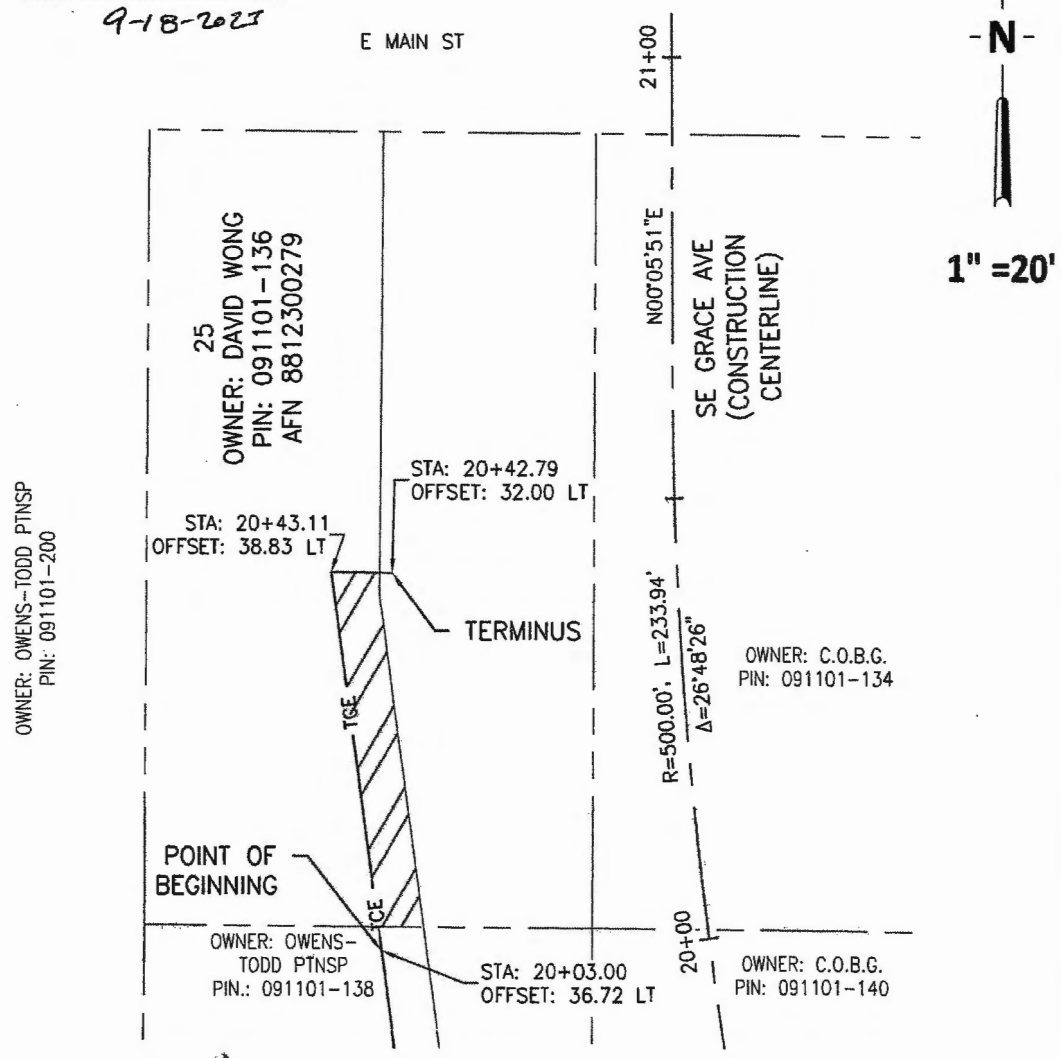
4-17-2025

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

9-18-2023



MacKay Sposito
ENERGY PUBLIC WORKS LAND DEVELOPMENT
www.mackaysposito.com

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:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Consent
Subject:	Resolution 26-05 – RCO Grant Authorization

Legislative History:	
• Action:	July 20, 2026

Staff Report Summary

City Council will approve a resolution to confirm signing authority for various documents related to our RCO grant application for Remy Phase 3.

Background

As has been discussed with City Council, staff made an application to Washington RCO for a parks grant related to Remy Phase 3, which includes the basketball and pickleball courts. As part of RCOs process they require a resolution to be approved to indicate who will sign various documents. Approving this resolution will meet that requirement.

Fiscal and Policy Implications

None at this time.

Goals & Objectives

Approval of this resolution meets the goal to "Improve And Maintain Infrastructure Improvements". Approving this resolution is one step in moving towards getting a grant for Phase 3 of the Remy Park improvements.

Options

Option	Results
• Authorize Approving Resolution	City's grant request can move forward.
• Do Not Authorize Approving Resolution	City's grant request will not move forward.
• No Action	City's grant request will not move forward as the requirement to provide the resolution will not be timely.

Staff Recommendation

Staff recommends adopting Resolution 26-05 through passage of the Consent Agenda.

Attachments

A.	Resolution

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Resolution	Applicant Resolution/Authorization	Reviewed by the City Attorney on July 10, 2026.

WASHINGTON STATE
Recreation and Conservation Office

Applicant Resolution/Authorization

Organization Name (sponsor) City of Battle Ground

Resolution No. or Document Name 26-05

Project(s) Number(s), and Name(s) 26-1784 DEV, Remy Park Basketball & Pickleball Courts

This resolution/authorization authorizes the person(s) identified below (in Section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above;

NOW, THEREFORE, BE IT RESOLVED that:

1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

2. Our organization authorizes the following persons or persons holding specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Public Works Director
Project contact (day-to-day administering of the grant and communicating with the RCO)	Public Works Director
RCO Grant Agreement (Agreement)	City Manager
Agreement amendments	City Manager
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typical recorded on the property with the county.	City Manager

The above persons are considered an "authorized representative(s)/agent(s)" for purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at: https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf. We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the Agreement, the characteristics of the project, and the characteristics of our organization.

7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until all project deliverables, grant reports, or other responsibilities are complete.

11. **[for Acquisition Projects Only]** Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property

acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

12. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If our organization owns the project property</u>]** Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the Agreement or an amendment thereto.

13. **[for Development, Renovation, Enhancement, and Restoration Projects Only–<u>If your organization DOES NOT own the property</u>]** Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the Agreement or an amendment thereto.

14. **[Only for Projects located in Water Resources Inventory Areas 1-19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant]** Our organization certifies the following: the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

This resolution/authorization is signed and approved on behalf of the resolving body of our organization by the following authorized member(s):

Signed _____

Title _____ Date_____

On File at:_____

This Applicant Resolution/Authorization was adopted by our organization during the meeting held:
(Local Governments and Nonprofit Organizations Only):

Location: _____Date:_____

Washington State Attorney General's Office

Approved as to form Brian Fuller 2/13/2020
Assistant Attorney General *Date*

You may reproduce the above language in your own format; however, text may not change.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kristina Swanson, City Manager
From:	Meagan Lowery, Finance and Information Services Director
Date:	July 20, 2026
Proceeding Type:	PRESENTATION
Subject:	2nd Quarter 2026 Financial Overview

Legislative History:	
• Presentation Only	July 20, 2026

Staff Report Summary

This presentation provides council with an overview of the city's second quarter 2026 financial performance.

Background

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

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

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Ryan Jeynes, City Engineer
Date:	July 20, 2026
Proceeding Type:	Presentation
Subject:	Lightcurve Franchise Agreement

Legislative History:	
• Presentation: • Presentation/Motion:	July 20, 2026

Staff Report Summary

Staff will present information on a Franchise Agreement with Lightcurve.

Background

Staff has been working with Lightcurve on a Franchise Agreement, which would allow them to use the City's ROW for communication purposes. BGMC 12.125 contains the City's requirements for a Franchise Agreement. The City has negotiated an Agreement that will be valid for five (5) years with a five (5) year extension.

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

Fiscal and Policy Implications

N/A

Goals & Objectives

Approving this Franchise Agreement would achieve the City Council's goal to cultivate opportunities for private economic development as it will allow this company to construct communication infrastructure, which will benefit all of the City's citizens.

Options

N/A

Staff Recommendation

Staff recommends that City Council ask any questions they may have about the Agreement. Staff will bring back the Ordinance for adoption at the August 3, 2026 meeting.

Attachments

A.	Ordinance

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Ordinance	Ordinance Granting Mashell Telecom, Inc. DBA Lightcurve A Telecommunications Franchise In The City of Battle Ground	Reviewed by the City Attorney on June 8, 2026.

ORDINANCE 2026-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON GRANTING A NON-EXCLUSIVE FRANCHISE TO MASHELL TELECOM, INC. DBA LIGHTCURVE, TO CONSTRUCT, MAINTAIN, OPERATE, REPLACE, AND REPAIR A TELECOMMUNICATIONS SYSTEM IN, ACROSS, OVER, ALONG, UNDER, THROUGH, AND BELOW CERTAIN DESIGNATED PUBLIC RIGHTS-OF-WAY OF THE CITY OF BATTLE GROUND, WASHINGTON, FOR A FIVE-YEAR TERM.

WHEREAS, Mashell Telecom, Inc. DBA Lightcurve ("Grantee"), is a telecommunications company that provides voice and data services to customers; and

WHEREAS, Grantee's desired route through the City of Battle Ground (the "City"), requires the use of certain portions of City rights-of-way for the installation, operation, and maintenance of a telecommunications system; and

WHEREAS, the City Council has determined that the use of portions of the City's rights-of-way for installation of telecommunications systems benefits local businesses and the region as a result of such services; and

WHEREAS, a franchise for use of public rights-of-way allows for the construction of amenities necessary to serve the future needs of the citizens of Battle Ground, and the coordination, planning, and management of the City's rights-of-way is necessary to ensure that the burden of costs relating to use of the public rights-of-way are fairly allocated; and

WHEREAS, RCW 35A.11.020 grants the City broad authority to regulate the use of the public right-of-way and RCW 35A.47.040 grants the City broad authority to grant non-exclusive franchise agreements; and

WHEREAS, the City determines to exercise its authority, consistent with state and federal law, to grant a non-exclusive franchise to Grantee in accordance with the provisions of the Franchise;

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

Section 1 Franchise Granted.

Section 1.1 The City hereby grants to Grantee, subject to the conditions prescribed in this Ordinance, the franchise rights and authority (the "Franchise") to construct, install, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for a telecommunications system in, under, on, across, over, and through the City-owned rights-of- way throughout the rights-of-way of the City (the "Franchise Area"). The scope of this grant extends only to the telecommunications facilities owned by Grantee in the Franchise Area to provide telephone service (as such term is defined in RCW 82.16.010), internet access, private line, cell network front- and backhaul and leasing of its Facilities to third parties (the "Authorized Activities"). Facilities include all wire, lines, cables, conduit, equipment, switches, and supporting structures located in the City's right-of-way and utilized by Grantee in the operation of Authorized Activities by this Ordinance (the "Facilities"). Equipment enclosures with air conditioning or other noise generating equipment are also excluded from "Facilities," to the extent such equipment is located in zoned residential areas of the City. For the purposes of this Franchise the term Facilities excludes "microcell" facilities, "minor facilities," "small cell facilities," all as defined by RCW 80.36.375, and "macrocell" facilities, including towers and new base stations and other similar facilities (excluding fiber optic cables) used for the provision of "personal wireless services" as defined by RCW 80.36.375 (collectively "Personal Wireless Services").

Section 1.2 This Franchise grant is subject to all applicable laws and ordinances of the City of Battle Ground and the State of Washington in existence at the time of this franchise grant or hereafter enacted or amended, including but not limited to Battle Ground Municipal Code ("BGMC") Chapters 12.118, Chapter 12.125 and Chapter 16.130. In the event that Grantee intends to provide

services other than the Authorized Activities, Grantee shall be required to obtain an additional or amended franchise from the City to the extent required by the City and law.

Section 1.3 This Franchise shall be for five (5) years, beginning on _____. This Franchise will automatically renew for an additional five (5) year period, unless a party gives notice to the other party of its intent not to renew at least one (1) year in advance of the expiration date.

Section 1.4 "Rights-of-Way" means land acquired or dedicated for public roads and streets, but does not include: (a) State highways; (b) land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; (c) structures, including poles and conduits, located within the right-of-way; (d) federally granted trust lands or forest board trust lands; (e) lands owned or managed by the state parks and recreation commission; or (f) federally granted railroad rights-of-way acquired under 43 U.S.C Sec. 912 and related provisions of federal law that are not open for motor vehicle use.

Section 2 Authority Limited to Occupation of Public Rights-of-Way.

Section 2.1 The authority granted herein is a limited authorization to occupy and use the Rights-of-Way throughout the Franchise Area. Nothing contained herein shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to the Grantee other than for the purpose of providing telecommunications services. No right to install any facility, infrastructure, wires, lines, cables, or other equipment, on any City property other than a Right- of-Way, or upon private property without the owner's consent, or upon any City, public or privately owned utility poles or conduits is granted herein. Nothing contained within this Franchise shall be construed to grant or convey any right, title, or interest in the Rights-of-Way of the City to Grantee other than for the purpose of providing the Authorized Activities, nor to subordinate the primary use of the Right-of-Way as a public thoroughfare. If Grantee desires to expand the Authorized Activities provided within the City, it shall provide written notification of the addition of such services prior to the addition of the service; provided, however, that Grantee may not offer Cable Services as defined in 47 U.S.C. § 522(6) or Personal Wireless Services, without obtaining a new franchise or an amendment to this Franchise

approved by the City Council.

Section 2.2 Grantee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers consistent with this Franchise provided:

(a) Grantee at all times retains its over exclusive ownership telecommunications system, Facilities and Authorized Activities and remains responsible for constructing, installing, and maintaining its Facilities pursuant to the terms and conditions of this Franchise;

(b) Grantee may not grant rights to any customer or lessee that are greater than any rights Grantee has pursuant to this Franchise, provided that leases or other commercial arrangements for the use of the Facilities installed pursuant to this Franchise may extend beyond the term of the Franchise;

(c) Such customer or lessee shall not be construed to be a third-party beneficiary under this Franchise; and

(d) No such customer or lessee may use the telecommunications system or Authorized Activities for any purpose not authorized by this Franchise, unless such rights are otherwise granted by the City in a separate agreement.

Section 2.3 The City's Public Works Director or his/her designee is hereby granted the authority to administer and enforce the terms and provisions of this Franchise and may develop such lawful and reasonable rules, policies, and procedures as he/she deems necessary to carry out the provisions contained herein.

Section 3 Non-Exclusive Franchise Grant. This Franchise is a non-exclusive franchise, and is granted upon the express condition that it shall not in any manner prevent the City from granting other or further Franchises in, along, over, through, under, below, or across any said Rights-of- Way. Such Franchise shall in no way prevent or prohibit the City from using any of said roads, streets, or other

public properties or affect its jurisdiction over them or any part of them, and the City shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, vacation, dedication of same as the City may deem fit and consistent with the applicable law, including the dedication, establishment, maintenance, and improvement of all new Rights-of-Way, thoroughfares and other public properties of every type and description.

Section 4 Location of Telecommunications Network Facilities.

Section 4.1 Grantee is maintaining a telecommunications network, consisting of Facilities within the City. Grantee may locate its Facilities anywhere within the Franchise Area consistent with the City's Design Standards and subject to the City's applicable permit requirements. The City reserves the right to prescribe the location of Grantee's Facilities within the Franchise Area and the time and manner of Grantee's activities through the permitting process. Grantee shall not be required to amend this Franchise to construct or acquire Facilities within the Franchise Area, provided that Grantee does not expand its Authorized Activities beyond those described in Section 2.

Section 4.2 The owners of all utilities, public or private, installed in the Rights-of-Way prior to installation of Grantee's Facilities, shall have preference as to the position and location of such utilities so installed with respect to Grantee. Such preference shall continue when relocation or changing the grade of any public properties, in the sole discretion of the City.

Section 4.3 Grantee's Facilities shall be constructed and maintained in a manner as to not interfere with any public use, or with any other pipes, wires, conduits, or other facilities that may have been laid in the Rights-of-Way or under City's authority. If Grantee's work under this Franchise damages or interferes in any way with the public use or other facilities, the Grantee shall wholly and at its own expense eliminate the interference or damage to the satisfaction of the City.

Section 4.4 To the extent that any Rights-of-Way within the Franchise Area are part of the state highway system ("State Highways") for which the City issues permits and are governed by the provisions of Chapter 47.24 RCW and applicable Washington State Department of Transportation

("WSDOT") regulations, Grantee shall comply fully with said requirements in addition to local ordinances and other applicable regulations. Grantee specifically agrees that:

(a) any pavement trenching and restoration performed by Grantee within State Highways shall meet or exceed applicable WSDOT requirements;

(b) any portion of a State Highway damaged or injured by Grantee shall be restored, repaired and/or replaced by Grantee to a condition that meets or exceeds applicable WSDOT requirements; and

(c) without prejudice to any right or privilege of the City, WSDOT is authorized to enforce in an action brought in the name of the State of Washington any condition of this Franchise with respect to any portion of a State Highway.

Section 4.5 The Parties acknowledge that any poles which Grantee desires to use for its Facilities are owned by a third-party or parties, and Grantee has entered or will enter into an agreement with the third-party or parties for use of those poles.

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Improvement Projects.

(a) The City may require Grantee, and Grantee covenants and agrees, to protect, support, temporarily disconnect, relocate, remove, its Facilities within the Right-of-Way when reasonably necessary for construction, alteration, repair, or improvement of the Right-of-Way for the welfare, health, or safety. These projects may include but are not limited to, improving the Rights-of-Way for traffic conditions, dedications of new Rights-of-Way and the establishment and improvement thereof, widening and improvement of existing Rights-of-Way, street vacations, freeway construction, change or establishment of street grade, or the construction of any public improvement or structure by any governmental agency acting in a governmental capacity or as otherwise necessary for the operations

of the City or other governmental entity, regardless of the type of entity (public or private) performing the project. Collectively all such projects described in this Section 5.1(a) shall be considered an "Improvement Project".

(b) Except as otherwise provided by law, the costs and expenses associated with relocations or disconnections ordered pursuant to Section 5.1 shall be borne by Grantee. Nothing contained within this Franchise shall limit Grantee's ability to seek reimbursement for relocation costs when permitted by RCW 35.99.060.

(c) The City may require the relocation of Grantee's Facilities at Grantee's expense in the event of an unforeseen emergency that creates an immediate threat to the public safety, health or welfare.

(d) Grantee shall in all such cases have the privilege to temporarily bypass in the authorized portion of the same Rights-of-Way any Facilities required to be temporarily disconnected or removed upon approval by the City, which approval shall not unreasonably be withheld or delayed.

Section 5.2 Upon request of the City and in order to facilitate the design of City street and Right-of-Way improvements, Grantee agrees, at its sole cost and expense, to locate, and if reasonably determined necessary by the City, to excavate and expose its Facilities for inspection so that the Facilities' location may be taken into account in the improvement design. The decision as to whether any Facilities need to be relocated in order to accommodate the City's improvements shall be made by the City upon review of the location and construction of Grantee's Facilities. The City shall provide Grantee at least fourteen (14) days' written notice prior to any excavation or exposure of Facilities.

Section 5.3 If the City determines that the project necessitates the relocation of Grantee’s existing Facilities, the following shall apply:

(a) The City shall consult with the Grantee during the design phase of any Improvement Project in order to coordinate the project’s design with Grantee’s Facilities within such project’s area.

(b) Grantee shall participate in design meetings until such time as (i) both parties mutually determine that Grantee's will not be affected by the Improved project or (ii) until the City provides Grantee with written notice regarding the relocation as provided in subsection (d) below.

(c) Grantee shall, during design phase evaluate and provide comments to the City related to any alternatives to possible relocations. The City agrees to give any alternatives proposed by the Grantee full and fair consideration, but the final decision accepting or rejecting any specific alternative shall be within the City's sole discretion.

(d) The City shall provide Grantee with its decision regarding the relocation of Grantee's Facilities as soon as reasonably possible, but in no event less than (90) days prior to the commencement of the construction of such Improvement Project. However, if the provisions of a state or federal grant require a different notification period or process than that outlined in this section 5.3, the City shall notify Grantee during the design meetings, and the process mandated by the grant funding shall control.

(e) After receipt of such written notice, Grantee shall relocate such Facilities to accommodate the Improvement Project consistent with the timeline provided by the City, but subject to a Force Majeure event. Such a timeline may be extended by mutual agreement.

(f) In the event of an emergency posing a threat to public safety or welfare, or in the event of an emergency beyond the control of the City which will result in severe financial consequences to the City, necessitating the relocation of Grantee's Facilities, Grantee shall relocate its Facilities within the time period specified by the City.

Section 5.4 In the event the City ultimately determines that there is no other reasonable or feasible alternative, Grantee shall relocate its Facilities as otherwise provided in this Section 5. Further, upon notification of a delay due to Grantee, Grantee agrees to work cooperatively with the City, other franchisees and utilities, and the City's third-party contractor to resolve such issues.

Section 5.5 Grantee shall be solely responsible for the out-of-pocket costs incurred by the City for delays in an Improvement Project to the extent the delay is caused by or arises out of Grantee's failure to comply with the final schedule for the relocation (other than as a result of a Force Majeure Event or causes or conditions caused by the acts or omissions of the City or any third party unrelated to Grantee. Grantee's vendors and contractors shall not be considered unrelated third parties). Such out-of-pocket costs may include, but are not limited to, payment to the City's contractors and/or consultants for increased costs and associated court costs, interest, and attorneys' fees incurred by the City to the extent directly attributable to Grantee's delay in the Improvement Project.

Section 5.6 Grantee will indemnify, defend, hold harmless, and pay the costs of defending the City, in accordance with the provisions of Section 16, against any and all claims, suits, actions, damages, or liabilities for delays on City construction projects caused by or arising out of the failure of Grantee to remove or relocate its Facilities in a timely manner; provided, that Grantee shall not be responsible for damages due to delays caused by circumstances beyond the control of Grantee or the negligence, willful misconduct, or unreasonable delay of the City or any unrelated third party.

Section 5.7 Whenever any person has obtained permission from the City to use any Right-of-Way for the purpose of moving any building, Grantee, upon thirty (30) days' written notice from the City, shall raise, remove, or relocate to another part of the Right-of-Way, at the expense of the person desiring to move the building, any of Grantee's Facilities that may obstruct the removal of such building.

Section 5.8 If Grantee fails, neglects, or refuses to remove or relocate its Facilities as directed by the City following the procedures outlined in Section 5.1 through Section 5.4, the City may perform such work or cause it to be done, and the City's costs shall be paid by Grantee pursuant to Section 14.3 and Section 14.4

Section 5.9 The provisions of this Section 5 shall survive the expiration or termination of this Franchise during such time as Grantee continues to have Facilities in the Rights-of-Way

Section 6 Undergrounding of Facilities

Section 6.1 All Facilities shall be installed within an existing underground duct or conduit whenever excess capacity exists within such facility, unless such location is not feasible due to the technology employed in the facility. Further, Facilities shall be installed underground in all areas of the City where all other telecommunications and cable facilities are located underground unless otherwise exempted from this requirement, in writing, by the City. In instances when the undergrounding of Facilities is not required, Grantee shall install Facilities only on existing utility poles and only if surplus space is available. This Franchise does not permit Grantee to erect new poles within the Franchise Area.

Section 6.2 Grantee acknowledges and agrees that if the City does not require the undergrounding of its Facilities at the time of permit application, the City may, at any time in the future, require the conversion of Grantee's aerial facilities to underground installation at Grantee's expense. Unless otherwise permitted by the City, Grantee shall underground its Facilities in all new developments and subdivisions, and any development or subdivision where utilities, other than electrical utilities, are currently underground.

Section 6.3 Whenever the City requires the undergrounding of the aerial utilities in any area of the City, Grantee shall underground its aerial facilities in the manner specified by the City, concurrently with and in the area of the other affected utilities. The location of any such relocated and underground utilities shall be approved by the City. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee's own Facilities "Common costs" include necessary costs not specifically attributable to the undergrounding of any particular facility, such as costs for common trenching and utility vaults. "Fair share" is determined for a project based on the number and size of Grantee's Facilities being undergrounded in comparison to the total number and size of all other utility facilities being undergrounded.

Section 6.4 To the extent Grantee is providing services to Personal Wireless Services facilities, Grantee shall adhere to the design standards for such Personal Wireless Services facilities and shall

underground its Facilities and/or place its Facilities within the pole as required by such design standards. For clarity, this Section 6.4 does not require undergrounding or interior placement of Facilities within the pole to the extent that the Personal Wireless Services facilities are located on utility poles that have pre-existing aerial telecommunications facilities, and provided such construction of Grantee's Facilities continues to comply with Section 6.1 or Section 6.3.

Section 6.5 Grantee shall not remove any underground cable or conduit that requires trenching or another opening of the Rights-of-Way along the extension of the cable to be removed, except as provided in this Section 6.5. Grantee may remove any underground cable from the Right-of-Way that has been installed in a manner that it can be removed without trenching or another opening of the Right-of-Way along the extension of the cable to be removed, or if otherwise permitted by the City. Grantee may remove any underground cable from the Rights-of-Way where necessary to replace, upgrade, or enhance its Facilities, or pursuant to Section 5. When the City determines, in its sole discretion, that Grantee's underground Facilities must be removed to eliminate or prevent a hazardous condition, Grantee shall remove the cable or conduit at Grantee's sole cost and expense. Grantee must apply and receive a permit, pursuant to Section 8.2, before any removal of underground cable or conduit from the Right-of-Way and must provide as-built plans and maps pursuant to Section 7.

Section 6.6 Grantee shall be entitled to reasonable access to open electrical and communication trenches, provided that such access does not interfere with the City's placement of utilities or increase the City's costs. Grantee shall pay to the City the actual cost resulting from providing Grantee access to an open trench, including but not limited to the pro-rata share of the costs of access to an open trench and any costs associated with the delay of the completion of a public works project

Section 6.7 The provisions of this Section 6 shall survive the expiration, revocation, or termination of this Franchise. Nothing in this Section 6 shall be construed as requiring the City to pay any costs of undergrounding any of Grantee's Facilities.

Section 7 Maps and Records

Section 7.1 Grantee shall provide City at no cost a route map that depicts the general location of Grantee's Facilities placed in the Rights-of-Way. The route map shall identify Facilities as aerial or underground and is not required to depict cable types, number of fibers or cables, electronic equipment, and service lines to individual subscribers. Grantee shall also provide an electronic format of the aerial/underground telecommunications facilities in relation to the Rights-of-Way centerline reference in a format that is compatible with the City's Geographic Information System ("GIS") program (or such other format as may be in general use in the telecommunications industry and reasonably acceptable to the City and Grantee). The City shall determine the acceptability of any as-built submittals provided under Section 7. Updated route maps shall be provided no less than once a year.

Section 7.2 Grantee shall maintain accurate engineering plans and details of all installed Facilities within the Franchise Area and shall provide such information in both paper and electronic format that is compatible with the City's GIS program (or such other format as may be in general use in the telecommunications industry and reasonably acceptable to the City and Grantee) prior to close-out of any permit issued by the City and any work undertaken by Grantee pursuant to this Franchise.

Section 7.3 In addition to Sections 7.1 and 7.2, City may request that Grantee provide Facility-specific information as needed for specific projects to avoid harm to Grantee's Facilities. To the extent such requests are limited to specific Facilities at a given location in connection with any City construction project, Grantee shall provide to City upon request with reasonable notice, copies of available drawings in use by Grantee showing the location of its Facilities. Grantee shall field locate its Faculties to facilitate design and planning of City projects.

Section 7.4 Within thirty (30) days of a written request from the Public Works Director, Grantee shall furnish the City with information sufficient to demonstrate:

(a) that Grantee has complied with all applicable requirements of this Franchise; and

(b) that all taxes, including but not limited to sales and utility taxes, due the City in connection with the services and Facilities provided by the Grantee for businesses and residences have been properly collected and paid by the Grantee or are under a timely filed protest and are being contested under procedures provided by law.

Section 7.5 Books, records, maps, and other documents maintained by Grantee with respect to its Facilities within the Rights-of-Way and which are reasonably necessary to demonstrate compliance with the terms of this Franchise, shall, after reasonable prior notice from the City, be made available for inspection by the City at reasonable times and intervals, but no more than one time each calendar year or upon the City's reasonable belief that there has been a violation of this Franchise by Grantee; provided, however, that nothing in this Section 7.5 shall be construed to require Grantee to violate state or federal law regarding customer privacy, nor shall this Section 7.5 be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature. Unless otherwise permitted or required by State or federal law, nothing in this Section 7.5 shall be construed as permission to withhold relevant customer data from the City that the City requests in conjunction with a tax audit or review; provided, however, Grantee may redact identifying information such as names, street addresses (excluding City and zip code), Social Security Numbers, or Employer Identification Numbers related to any confidentiality agreements Grantee has with third parties.

Section 7.6 Grantee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature; provided, however, Grantee shall disclose such information necessary to comply with a utility tax audit, in the event the City is permitted to charge fees as further described in Section 15.1, or as otherwise required in this Franchise. Grantee shall be responsible for clearly and conspicuously identifying the work as confidential or proprietary, and shall provide a brief written explanation as to why such information is confidential and how it may be treated as such under State or federal law. In the event that the City receives a public records request under Chapter 42.56 RCW or similar law for the disclosure of information Grantee has designated as confidential, trade secret, or proprietary, the City shall promptly provide written notice of such disclosure so that Grantee can take appropriate steps to protect its interests. Nothing in this Section 7.6 prohibits the City from complying with Chapter 42.56 RCW or any other applicable law or court order requiring the release of

public records, and the City shall not be liable to Grantee for compliance with any law or court order requiring the release of public records. The City shall comply with any injunction or court order obtained by Grantee that prohibits the disclosure of any such confidential records; however, in the event a higher court overturns such injunction or court order and such higher court action is or has become final and non-appealable, Grantee shall reimburse the City for any fines or penalties imposed for failure to disclose such records as required hereunder within sixty (60) days of a request from the City.

Section 7.7 On an annual basis, upon thirty (30) days prior written notice, the City shall have the right to conduct an independent audit of Grantee's records reasonably related to the administration or enforcement of this Franchise and the collection of utility taxes, in accordance with GAAP. If the audit shows that tax payments have been underpaid by three percent (3%) or more, Grantee shall pay the total cost of the audit.

Section 8 Work in the Rights-of-Way.

Section 8.1 During any period of relocation, construction, or maintenance, all work performed by Grantee or its contractors shall be executed in a safe and workmanlike manner to minimize interference with the free passage of traffic and the free use of adjoining property, whether public or private. Grantee shall at all times post and maintain proper barricades, flags, flaggers, lights, flares, and other safety measures as required for the safety of members of the general public. Grantee shall also comply with all applicable safety regulations during such construction periods as required by the ordinances of the City or the laws of the State of Washington, including RCW 39.04.180 for the construction of trench safety systems. Provisions of this Section 8 shall survive the expiration or termination of this Franchise ordinance.

Section 8.2 Whenever Grantee commences work in any public Rights-of-Way for purposes such as excavation, installation, construction, repair, maintenance, or relocation of its Facilities, it shall apply to the City for a permit. In addition to receiving the permit, Grantee must give the City no less than two (2) business days prior notice (except in emergencies) of its intent to commence work in the Rights-of-Way. Grantee is obligated to pay all permit-associated fees according to the City's fee

schedule and shall adhere to all permitting requirements in BGMC 12.118. The Grantee must ensure that their work does not obstruct the passage or proper use of the Rights-of-Way unnecessarily. All work by the Grantee must comply with the applicable City Standard Details and Construction Requirements and is warranted for a period of two (2) years, excluding normal wear and tear. No work shall commence within any Rights-of-Way without a permit, except as stipulated in this Franchise ordinance.

Section 8.3 The City retains the right to limit or exclude Grantee's access to a specific route, public Right-of-Way, or other location based on judgments made by the City Public Works Director. Such judgments can consider inadequate space, adherence to ADA clearance requirements, unnecessary damage to public property, added public expenses, inconvenience, interference with City utilities, or any other reason deemed relevant by the Public Works Director.

Section 8.4 Unless there's an emergency, Grantee must provide at least ten (10) days' prior notice of intended construction to residents immediately adjacent to the Right-of-Way. This notice should specify the dates, contact number, nature, and location of the work. After completing the work, Grantee must restore the Right-of-Way according to the prevailing City standards, excluding changes not attributed to Grantee. Any disruption of landscaping, fencing, or private property improvements caused by Grantee's actions must be promptly rectified at Grantee's expense to the satisfaction of the property owner or resident. This section does not grant Grantee the right to access private property without the property owner's consent or legal authorization.

Section 8.5 Grantee has the right to trim trees overhanging public areas of the City to prevent contact with Grantee's Facilities. However, this right is limited to the protection of above-ground Facilities. Tree trimming should prioritize the appearance, integrity, and health of trees. All tree trimming must adhere to the latest "Standards of Pruning for Certified Arborists" by the International Society of Arboriculture or its equivalent (ANSI A300). Grantee is responsible for debris removal after trimming. Except in emergencies, explicit prior written consent and a right-of-way permit from the City are required for tree trimming. Grantee can contract trimming services, but contractors must get City permit approval beforehand. Grantee does not have authority to enter private properties, trim trees not owned by the City, or act on the City's behalf. Grantee must compensate the City or property owners

for damages resulting from their trimming or removal actions. All non-emergency tree trimming must be overseen by an arborist certified by the International Society of Arboriculture unless the Public Works Director or their designee approves otherwise.

Section 8.6 Grantee must coordinate construction activities in the Rights-of-Way with the City and other franchise holders. All construction locations, actions, and schedules should minimize public disruptions. Additionally, Grantee must notify the City and all utilities using or planning to use the same Rights-of-Way about their proposed construction and timing at least 90 days in advance. Utilities can request a construction delay within seven days of this notification for better coordination.

Section 8.7 Grantee is responsible for maintaining any above-ground installations they place on City Rights-of-Way. To ensure the City can maintain the Right-of-Way without interference, Grantee must adhere to the City's Design Standards. If Grantee's non-compliance results in property damage, Grantee must cover all damages, including restoration.

Section 8.8 Before starting any work in the Rights-of-Way, Grantee must follow established procedures, including contacting the Utility Notification Center in Washington and adhering to all relevant State statutes, such as the One Call Locator Service stipulated in Chapter 19.122 RCW. If a third party or the City requests, Grantee must locate its Facilities as per Chapter 19.122 RCW. The City isn't liable for damages to Grantee's Facilities or service interruptions if Grantee doesn't locate its Facilities within the One Call Locator Service's guidelines and timeframes, even if the City granted a permit.

Section 8.9 Any street cuts or openings must be restored according to BGMC 12.118.070, 12.118.130, and the City's Standard Details and Construction Requirements and are warranted for two years after completion. Surface settlement or failures within this two-year period indicate Grantee's defective work, provided no other parties, including the City, have disturbed the restored area during this time.

Section 9 City Requested Facilities.

Section 9.1 If Grantee plans to make excavations in any area covered by this Franchise as described in this Section 9.1, the Grantee shall provide the City, upon receipt of a written request, an opportunity to share such excavation, PROVIDED THAT:

(a) Such joint use does not unreasonably delay the work of the Grantee causing the excavation;

(b) Joint use is arranged and conducted on mutually satisfactory terms and conditions; and

(c) Grantee may deny such request for safety reasons.

Section 9.2 Grantee shall provide the City with a minimum of thirty (30) days' advance written notice if it intends to construct, relocate, or place ducts or conduits in the Rights-of-Way. The City shall have the opportunity to request that Grantee supply additional duct or conduit and related access structures as per RCW 35.99.070.

Section 10 Safety Requirements.

Section 10.1 Grantee shall, at all times, employ professional care and shall install and maintain and use industry-standard methods for preventing failures and accidents that are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections in, over, under, and upon the Rights-of-Ways, wherever situated or located, shall at all times be kept and maintained in a safe condition. Grantee shall comply with all federal, State, and City safety requirements, rules, regulations, laws, and practices, and employ all necessary devices as required by applicable law during the construction, operation, maintenance, upgrade, repair, or removal of its Facilities. By way of illustration and not limitation, Grantee shall also comply with the applicable provisions of the National Electric Code, National Electrical Safety Code, Federal Communications Commission (“FCC”) regulations, and Occupational Safety and Health Administration (OSHA)

Standards. Upon reasonable notice to Grantee, the City reserves the general right to inspect the Facilities to evaluate if they are constructed and maintained in a safe condition.

Section 10.2 Whenever the Public Works Director determines that any condition on any Right-of-Way is in violation of, or any Right-of-Way is being used contrary to, any provision of this Franchise or other applicable codes or standards, or without a Right-of-Way permit, the Public Works Director may order the correction or discontinuance of such condition or any activity causing such condition. The Public Works Director is authorized to order correction or discontinuance of any such condition or activities following the methods specified herein. The Public Works Director shall also have all powers and remedies which may be available under State law and the BGMC for securing the correction or discontinuance of any condition specified in this section.

Section 10.3 The Public Works Director can employ any of the following methods to correct or discontinue any violating conditions or activities:

(a) Serving of oral or written directives to the permittee or other responsible person requesting immediate correction or discontinuance of the specified condition; provided that if the Public Works Director or his/her designee issues an oral directive, that he/she provides written documentation to Franchisee of the contents of such oral notice within three (3) business days, and provided further that Franchisee cannot restart any work which it was ordered to stop without consent from the Public Works Director, his/her designee or other authorized party.

(b) Service of a written notice of violation, ordering correction or discontinuance of a specific condition or activity within five days of notice, or such other reasonable period as the Public Works Director may determine;

(c) Revocation of previously granted permits where the permittee or other responsible person has failed or refused to comply with requirements imposed by the City related to such permits;

(d) Issuance of an order to immediately stop work until authorization is received from the City to proceed with such work;

(e) Service of a summons and complaint certified by the City attorney or a citation and notice to appear by an arresting peace officer upon the permittee or other responsible person who is in violation of this Franchise or other City ordinances.

Section 10.4 If an unsafe condition or a violation of Section 10.1 is found to exist, and becomes known to the City, the City agrees to give Grantee written notice of such condition and afford Grantee a reasonable opportunity to repair the same. If Grantee fails to start to make the necessary repairs and alterations within the time frame specified in such notice (and pursue such cure to completion), then the City may make such repairs or contract for them to be made. The City shall also have all powers and remedies which may be available under law or this Franchise for securing the correction or discontinuance of any conditions specified by the City. All costs, including administrative costs, incurred by the City in repairing any unsafe conditions shall be borne by Grantee and reimbursed to the City pursuant to Section 14.3 and Section 14.4.

Section 10.5 Additional Safety Standards:

(a) Grantee shall strive to maintain all equipment, lines, and facilities in an organized manner. This includes, but is not limited to, the removal of all bundles of unused cable on any aerial facilities. If permitted by a permit, Grantee may retain a bundle of unused cable on an aerial facility for use as slack for relocation or repairs.

(b) All installations of equipment, lines, and ancillary facilities shall comply with industry-standard engineering practices and all federal, state, and local regulations, ordinances, and laws.

(c) Grantee shall ensure that any opening or obstruction in the Rights-of-Way or other public places made during its operations is appropriately safeguarded. This includes placing adequate barriers, fences, or boards, which should be clearly marked and visible during dusk and nighttime hours.

Section 11 Work of Contractors and Subcontractors. Grantee's contractors and subcontractors shall be licensed and bonded in accordance with State law and the City's ordinances, regulations, and requirements. Work by contractors and subcontractors are subject to the same restrictions, limitations, and conditions as if the work were performed by Grantee. Grantee shall be responsible for all work performed by its contractors and subcontractors and others performing work on its behalf as if the work were performed by Grantee and shall ensure that all such work is performed in compliance with this Franchise and applicable law.

Section 12 Restoration after Construction.

Section 12.1 Grantee shall, after installation, construction, relocation, maintenance, or repair of its Facilities, or after abandonment approved pursuant to Section 18, promptly remove any obstructions from the Rights-of-Way and restore the surface of the Rights-of-Way to City standards in effect at the time of installation, construction, relocation, maintenance or repair, provided Grantee shall not be responsible for any changes to the Rights-of-Way not caused by Grantee or anyone doing work for Grantee. The Public Works Director or his/her designee shall have final approval of the condition of such Rights-of-Way after restoration. All concrete encased survey monuments that have been disturbed or displaced by such work shall be restored pursuant to federal, state (Chapter 332-120 WAC), and local standards and specifications.

Section 12.2 Grantee commits to completing all restoration promptly and repairing any damage to the Franchise Area or any affected area at its expense. All work under this Franchise will adhere to the City Standard Details and Construction Requirements, and is warranted for two (2) years, with exceptions for normal wear and tear and undiscovered defects customary for this work type.

Section 12.3 If conditions (e.g. weather) make the complete restoration required under Section 12 impracticable, Grantee shall temporarily restore the affected Right-of-Way or property. Such temporary restoration shall be at Grantee's sole cost and expense. Grantee shall promptly undertake and complete the required permanent restoration when conditions no longer make such permanent restoration impracticable.

Section 12.4 In the event Grantee does not repair a Right-of-Way or an improvement in or to a Right-of-Way within the time agreed to by the Public Works Director, or his/her designee, the City may repair the damage and shall be reimbursed its actual cost within sixty (60) days of submitting an invoice to Grantee in accordance with the provisions of Section 14.3 and Section. 14.4. In addition, and pursuant to Section 14.3 and Section 14.4, the City may bill Grantee for expenses associated with the inspection of such restoration work. The failure by Grantee to complete such repairs shall be considered a breach of this Franchise and is subject to remedies by the City including the imposition of damages consistent with Section 23.2.

Section 12.5 The stipulations of Section 12 remain valid beyond the termination or expiration of this Franchise as long as Grantee's Facilities are in the Rights-of-Way and restoration has not met the City's standards.

Section 13 Emergency Work/Dangerous Conditions.

Section 13.1 In the event of any emergency in which any of Grantee's Facilities located in or under any street breaks, becomes damaged, or if Grantee's construction area is otherwise in such a condition as to immediately endanger the property, life, health or safety of any individual, Grantee shall immediately take the proper emergency measures to repair its Facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals without first applying for and obtaining a permit as required by this Franchise. However, this shall not relieve Grantee from the requirement of obtaining any permits necessary for this purpose, and Grantee shall apply for all such permits not later than the next succeeding day during which the Battle Ground City Hall is open for business. The City retains the right and privilege to cut or move any Facilities located within the Rights-of-Way of the City in response to any public health or safety emergency.

Section 13.2 The City shall not be liable for any damage to or loss of Facilities within the Rights-of-Way as a result of or in connection with any public works, public improvements, construction, grading, excavation, filling, or work of any kind in the Rights-of-Way by or on behalf of the City, except to the extent directly and proximately caused by the sole negligence, intentional misconduct or criminal

actions of the City, its employees, contractors, or agents. The City shall further not be liable to Grantee for any direct, indirect, or any other such damages suffered by any person or entity of any type as a direct or indirect result of the City's actions under this Section 13 except to the extent caused by the sole negligence, intentional misconduct or criminal actions of the City, its employees, contractors, or agents.

Section 13.3 Whenever the construction, installation or excavation of Facilities authorized by this Franchise has caused or contributed to a condition that appears to substantially impair the lateral support of the adjoining street or public place, or endangers the public, an adjoining public place, street utilities or City property, the Public Works Director may direct Grantee, at Grantee's own expense, to take reasonable action to protect the public, adjacent public places, City property or street utilities, and such action may include compliance within a prescribed time. In the event that Grantee fails or refuses to promptly take the actions directed by the City, or fails to fully comply with such directions, or if emergency conditions exist which require immediate action, before the City can timely contact Grantee to request Grantee effect the immediate repair, the City may enter upon the property and take such reasonable actions as are necessary to protect the public, the adjacent streets, or street utilities, or to maintain the lateral support thereof, or reasonable actions regarded as necessary safety precautions, and Grantee shall be liable to the City for the costs thereof.

Section 14 Recovery of Costs.

Section 14.1 Grantee shall pay a one-time fee for the actual administrative expenses incurred by the City directly related to the receipt and approval of this Franchise pursuant to RCW 35.21.860. This includes the costs associated with the City's legal expenses incurred in drafting and processing this Franchise, not exceeding $5,000. No construction permits for the installation of Facilities will be issued until the City has received payment of this fee. Furthermore, this Franchise will be considered void if the fee is not paid within ninety (90) days of the invoice's receipt. The Grantee shall also be subject to all permit fees related to activities authorized by this Franchise or under the laws of the City. When the City incurs costs and expenses for review, inspection, or supervision of activities, which

include reasonable fees for attorneys, consultants, City Staff, and City Attorney time not covered by a permit fee, Grantee shall compensate the City directly according to Section 14.3.

Section 14.2 Grantee shall promptly reimburse the City, in line with Sections 14.3 and 14.4, for any costs the City reasonably incurs due to any emergency involving Grantee's Facilities, provided the emergency isn't the City's fault. The City commits to seeking reimbursement from any franchisee or permit holder responsible for or contributing to the emergency.

Section 14.3 Consistent with state law, Grantee shall reimburse the City within sixty (60) days of submittal by the City of an itemized billing for reasonably incurred costs, itemized by project, for Grantee's proportionate share of all actual, identified expenses incurred by the City in planning, constructing, installing, repairing, altering, or maintaining any City facility as the result of the presence of Grantee's Facilities in the Right-of-Way. Such costs and expenses shall include but not be limited to Grantee's proportionate cost of City personnel assigned to oversee or engage in any work in the Right-of-Way as the result of the presence of Grantee's Facilities in the Right-of-Way. Such costs and expenses shall also include Grantee's proportionate share of any time spent reviewing construction plans in order to either accomplish the relocation of Grantee's Facilities or the routing or rerouting of any utilities so as not to interfere with Grantee's Facilities.

Section 14.4 The time of City employees shall be charged at their respective rate of salary, including overtime if applicable, plus benefits and reasonable overhead. Any other costs will be billed proportionately on an actual cost basis. All billings will be itemized so as to specifically identify the costs and expenses for each project for which the City claims. reimbursement. A charge for the actual costs incurred in preparing the billing may also be included in said billing. At the City's option, the billing may be on an annual basis, but the City shall provide the Grantee with the City's itemization of costs, in writing, at the conclusion of each project for information purposes.

Section 15 City's Reservation of Rights.

Section 15.1 Grantee hereby represents that its operations as authorized under this Franchise are those of a telephone business as defined in RCW 82.16.010, or service provider as defined in RCW 35.21.860. As a result, the City will not impose a Franchise fee under the terms of this Franchise, other than as described herein. The City hereby reserves its right to impose a Franchise fee on Grantee if Grantee's operations as authorized by this Franchise change such that the statutory prohibitions of RCW 35.21.860 no longer apply or, if statutory prohibitions on the imposition of such fees are removed. In either instance, the City also reserves its right to require that Grantee obtain a separate Franchise for its change in use, which Franchise may include provisions intended to regulate Grantee's operations, as allowed under applicable law. Nothing contained herein shall preclude Grantee from challenging any such new fee or separate agreement under applicable federal, State, or local laws.

Section 15.2 Grantee acknowledges that its operation with the City constitutes a telecommunication business subject to the utility tax imposed pursuant to the Battle Ground Municipal Code Chapter 3.28. Grantee stipulates and agrees that certain of its business activities may be subject to taxation as a telecommunication business and that Grantee shall pay to the City the rate applicable to such taxable services under Battle Ground Municipal Code Chapter 3.28, and consistent with state and federal law. The parties agree however, that nothing in this Franchise shall limit the City's power of taxation as may exist now or as later imposed by the City. This provision does not limit the City's power to amend Battle Ground Municipal Code Chapter 3.28 as may be permitted by law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may be lawfully assessed on Grantee's Authorized Activities under applicable law. Nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may lawfully be assessed on Franchise's business activities under applicable law.

Section 16 Indemnification

Section 16.1 Grantee releases, promises not to sue, and agrees to indemnify, defend, and shield the City and its representatives from any liability or damage claims due to injuries, deaths, or property damage resulting from Grantee's actions or omissions related to this Franchise.

Section 16.2 Inspection or acceptance by the City of any work performed by Grantee at the time of completion of construction shall not be grounds for avoidance by Grantee of any of its obligations under this Section 16. These indemnification obligations shall extend to claims that are not reduced to a suit and any claims that may be compromised, with Grantee's prior written consent, prior to the culmination of any litigation or the institution of any litigation.

Section 16.3 The City will promptly inform Grantee of any claim or lawsuit and will request written indemnification. Grantee may select legal counsel for the City, subject to this section. A failure by the City to notify or request indemnification doesn't relieve Grantee of potential liabilities unless it hampers Grantee's defense abilities. If Grantee wrongfully refuses the defense tender in any lawsuit or claim, Grantee shall bear all of the City's defense costs, including legal fees. If separate legal representation is needed due to conflicts of interest, Grantee will cover the City's legal expenses, excluding unnecessary duplicative services. Section 16.3 The City shall promptly notify Grantee of any claim or suit and request in writing that Grantee indemnify the City. Grantee may choose counsel to defend the City subject to this Section 16.3. City's failure to so notify and request indemnification shall not relieve Grantee of any liability that Grantee might have, except to the extent that such failure prejudices Grantee's ability to defend such claim or suit. In the event that Grantee refuses the tender of defense in any suit or any claim, as required pursuant to the indemnification provisions within this Franchise, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of Grantee, Grantee shall pay all of the City's reasonable costs for defense of the action, including all expert witness fees, costs, and attorney's fees, and including costs and fees incurred in recovering under this indemnification provision. If separate representation to fully protect the interests of both parties is necessary, such as a conflict of interest between the City and the counsel selected by Grantee to represent the City, then upon the prior written approval and consent of Grantee, which shall

not be unreasonably withheld, the City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and Grantee shall pay the reasonable fees and expenses of such separate counsel, except that Grantee shall not be required to pay the fees and expenses of separate counsel on behalf of the City for the City to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order or injunction. The City's fees and expenses shall include all out-of-pocket expenses, such as consultants and expert witness fees, and shall also include the reasonable value of any services rendered by the counsel retained by the City but shall not include outside attorneys' fees for services that are unnecessarily duplicative of services provided the City by Grantee. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any such claim and the relevant records of each party shall be available to the other party with respect to any such defense.

Section 16.4 The parties acknowledge that this Franchise may be subject to RCW 4.24.115. Accordingly, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Grantee and the City, its officers, officials, employees, and volunteers, Grantee's liability shall be only to the extent of Grantee's negligence. It is further specifically and expressly understood that the indemnification provided constitutes Grantee's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 16.5 Notwithstanding any other provisions of this Section 16, Grantee assumes the risk of damage to its Facilities located in the Rights-of-Way and upon City-owned property from activities conducted by the City, its officers, agents, employees, volunteers, elected and appointed officials, and contractors, except to the extent any such damage or destruction is caused by or arises from any sole negligence, intentional misconduct or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. In no event shall the City be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including by way of example and not limitation. lost profits, lost revenue, loss of goodwill, or loss of business opportunity in connection with its performance or failure to perform under this Franchise and Grantee releases and waives any and all such claims against the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors. Grantee further agrees to

indemnify, hold harmless and defend the City against any claims for damages, including, but not limited to, business interruption damages, lost profits and consequential damages, brought by or under users of Grantee's Facilities as the result of any interruption of service due to damage or destruction of Grantee's Facilities caused by or arising out of activities conducted by the City, its officers, agents, employees or contractors except to the extent any such damage or destruction is caused by or arises from the sole negligence or intentional misconduct, or criminal actions on the part of the City, its officers, agents, employees, volunteers, or elected or appointed officials, or contractors.

Section 16.6 The provisions of this Section 16 shall survive the expiration, revocation, or termination of this Franchise.

Section 17 Insurance.

Section 17.1 Grantee shall secure and maintain the following liability insurance policies insuring both Grantee and the City as an additional insured against claims for injuries to persons, death, or damages to property which may arise from or in connection with the exercise of the rights, privileges, and authority granted to Grantee:

(a) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap liability, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under Grantee's Commercial General Liability insurance policy using ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage. Commercial General Liability insurance shall be written with limits no less than $5,000,000 each occurrence, $10,000,000 general aggregate, and a $2,000,000 products-completed operations aggregate limit.

(b) Automobile liability for owned, non-owned, and hired vehicles with a combined single limit of $2,000,000 for each accident;

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

(d) Excess or Umbrella Liability insurance shall be written with limits of not less than $5,000,000 per occurrence and annual aggregate. The Excess or Umbrella Liability requirement and limits may be satisfied instead through the Grantee's Commercial General Liability and Automobile Liability insurance, or any combination thereof that achieves the overall required limits of $10,000,000. Grantee's excess liability insurance policy shall provide "follow form" coverage over its primary liability insurance policies.

Section 17.2 The liability insurance policies required by this Section shall be maintained by Grantee throughout the term of this Franchise and any other period during which Grantee is operating without a franchise or is engaged in the removal of its telecommunications Facilities. Failure to maintain such insurance shall be grounds for cancellation. Grantee shall provide an insurance certificate, together with an endorsement including the City, and its elected and appointed officers, officials, agents, employees, representatives, engineers, consultants, and volunteers as additional insureds, to the City prior to the commencement of any work or installation of any telecommunications facilities. Payment of deductibles and self-insured retentions shall be the sole responsibility of Grantee. The insurance certificate required by this section shall contain a clause stating that coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Grantee's insurance shall be primary and non-contributory insurance in respect to the City, its elected and appointed officers, officials, employees, agents, representatives, engineers, consultants, and volunteers. Any insurance or risk pool maintained by the City, its elected and appointed officers, officials, employees, consultants, agents, representatives, engineers, and volunteers shall be in excess of Grantee's insurance and shall not contribute with it.

Section 17.3 In addition to the coverage requirements, Grantee must notify the City of any cancellation or reduction in said coverage. Within thirty (30) days after receipt by the City of said notice,

and in no event later than fifteen (15) days prior to said cancellation or intent not to renew, Grantee shall obtain and furnish to the City a replacement insurance certificate meeting the requirements of this Section.

Section 17.4 Grantee's maintenance of insurance as required by this Section 17 shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Furthermore, Grantee's maintenance of insurance policies required by this Franchise shall not be construed to excuse unfaithful performance by Grantee.

Section 17.5 As of the effective date of this Franchise, Grantee is not self-insured. Should Grantee wish to become self-insured at the levels outlined in this Franchise at a later date, Grantee must provide the City with thirty (30) days advanced written notice of its intent to self-insure. In order to self-insure, Grantee shall comply with the following: (i) provide a written attestation that Grantee possesses the necessary amount of unencumbered financial assets to support the financial exposure of self-insurance, as evidenced by an outside auditor's review of Grantee's financial statements; (ii) the City, upon request, may review Grantee's financial statements; (iii) Grantee is responsible for all payments within the self-insured retention; and (iv) Grantee assumes all defense and indemnity obligations as outlined in the indemnification section of this Franchise. These requirements may be modified by a written amendment executed by both parties.

Section 18 Abandonment of Grantee's Telecommunications Fiber Optic Network.

Section 18.1 Upon the expiration, termination, or revocation of the rights granted under this Franchise, Grantee shall remove all of its Facilities from the Right-of-Way within thirty (30) days of receiving written notice from the Public Works Director or his/her designee. The Facilities, in whole or in part, may not be abandoned by Grantee without written approval by the City. Any plan for abandonment or removal of Grantee's Facilities must first be approved by the Public Works Director or his/her designee, and all necessary permits must be obtained prior to such work. Grantee shall restore the Right-of-Way to the current City standards, provided Grantee shall not be responsible for any

changes to the Right-of-Way not caused by Grantee or any person doing work for Grantee. Grantee shall be solely responsible for all costs associated with removing its Facilities.

Section 18.2 Notwithstanding Section 18.1 above, the City may permit Grantee's improvements to be abandoned in place in such a manner as the City may prescribe. Upon permanent abandonment, and Grantee's agreement to transfer ownership of the Facilities to the City, Grantee shall submit to the City a proposal and instruments for transferring ownership to the City.

Section 18.3 If Grantee leases a structure in the Right-of-Way from a landlord and such landlord later replaces, removes, or relocates the structure, for example by building a replacement structure, Grantee shall remove or relocate its Facilities within the Right-of-Way within ninety (90) days of such notification from the landlord at no cost to the City.

Section 18.4 The provisions of this Section 18 shall survive the expiration, revocation, or termination of this Franchise and for so long as Grantee has Facilities in Rights-of-Way.

Section 19 Removal of Unauthorized Facilities. Within 30 days following written notice from the Public Works Director, or other department as the City Manager may designate, Grantee shall, at its own expense, remove any unauthorized facilities or appurtenances from the Rights-of-Way. If Grantee fails to remove any unauthorized facilities or appurtenances, the City may cause the removal and charge Grantee for the costs incurred. Facilities are considered unauthorized and subject to removal in the following circumstances:

(a) Upon expiration or termination of this franchise, unless the City allows such Facilities to remain consistent with Section 31;

(b) Upon abandonment of a Facility within the Rights-of-Way;

(c) If the Facility was constructed or installed without the prior issuance of a required right-of-way permit;

(d) If the system or facility was constructed or installed at a location not permitted by this Franchise;

(e) Any such other reasonable circumstances deemed necessary by the Public Works Director, or other department as the City Manager may designate.

Section 20 Bonds.

Section 20.1 Construction Performance Bond. If required by the Public Works Director or his/her designee, Grantee shall furnish a performance bond ("Performance Bond") written by a corporate surety reasonably acceptable to the City equal to at least Five Thousand Dollars ($5,000), or an amount equal to 125% of the construction costs, whichever is greater, prior to commencement of any such work. The City may allow a single Performance Bond on an annual basis for all work that will occur in that calendar year as allowed by BGMC 12.118. The surety must be: (a) with a good and sufficient surety authorized to transact business in the state of Washington; (b) satisfactory to the City Attorney in form and substance; (c) conditioned that Grantee shall restore all Rights-of-Way per the City Standard Details and Construction Requirements. The bond shall guarantee, to the satisfaction of the City: (a) timely completion of construction; (b) construction in compliance with applicable plans, permits, technical codes, and standards; (c) proper location of the facilities as specified by the city; (d) restoration of the Rights-of-Way and any other property affected by the construction; (e) the submission of as-built drawings after completion of the work; (f) the timely payment and satisfaction of all claims, demands, or liens for labor, material, or services provided in connection with the work. Said bond must remain in full force until the completion of construction, including final inspection, corrections, and final approval of the work, recording of all easements, provision of as-built drawings, and the posting of a Maintenance Bond as described in Section 20.2.

Section 20.2. Maintenance Bond. Grantee shall furnish a two (2) year maintenance bond ("Maintenance Bond"), or other surety acceptable to the City, at the time of final acceptance of construction work on Facilities within the Rights-of-Way. The Maintenance Bond amount will be equal to twenty percent (20%) of the documented final cost of the construction work, but in no event shall a

bond of more than $250,000 be required. The Maintenance Bond in this Section 20.2 must be in place prior to City's release of the bond required by Section 20.1. Compliance with the Maintenance Bond requirement of the City's current City Standard Details and Construction Requirements shall satisfy the provisions of this Section 20.2.

Section 20.3 Franchise Bond. Grantee shall provide City with a bond in the amount of Twenty-five Thousand Dollars ($25,000.00) ("Franchise Bond") running or renewable for the term of this Franchise, in a form and substance reasonably acceptable to City. In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise following notice and a reasonable opportunity to cure, then there shall be recovered jointly and severally from Grantee and the bond any actual damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities herein described. Grantee specifically agrees that its failure to comply with the terms of this Section 20 shall constitute a material breach of this Franchise. The amount of the bond shall not be construed to limit Grantee's liability or to limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity. Before withdrawing any funds from the Franchise Bond, the City shall comply with the requirements in BMC 12.125.

Section 21 Modification. The City and Grantee hereby reserve the right to alter, amend, or modify the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment, or modification. Any modification(s) shall be by Ordinance of the City Council and accepted by the Grantee.

Section 22 Forfeiture and Revocation. If Grantee willfully violates or fails to comply with any of the provisions of this Franchise, or through willful misconduct or gross negligence fails to heed or comply with any notice given Grantee by the City under the provisions of this Franchise, then Grantee shall, at the election of the Battle Ground City Council, forfeit all rights conferred hereunder and this Franchise may be revoked by the Council after a hearing held upon notice to Grantee and pursuant to the requirements of BGMC Chapter 12.125.

Section 23 Remedies to Enforce Compliance.

Section 23.1 The City may, without prejudice to any of its other legal rights and remedies, seek an order from the superior court having jurisdiction requiring Grantee to adhere to the provisions of this Franchise and to recover damages and costs incurred by the City due to Grantee's non-compliance. In addition to any other remedy provided herein, the City retains the right to pursue any remedy to ensure Grantee and/or its successors and assigns fulfill the terms of this agreement. Similarly, Grantee reserves the right to pursue any remedy available at law or equity to ensure the City and its affiliates comply with the terms of this Franchise. All rights and remedies provided in this agreement are cumulative, and the exercise of one does not preclude the exercise of others. Both parties acknowledge that, by entering into this Franchise, neither intends to waive any rights, remedies, or obligations as provided by law, equity, or otherwise. If either party seeks injunctive relief, neither party shall be required to post a bond or other security.

Section 23.2 If Grantee violates any provision of this Franchise or fails to heed a notice under this Franchise, the City shall provide written notice detailing the nature of the breach. Grantee shall then have thirty (30) days to rectify the situation. If the breach cannot be rectified within that timeframe, and both parties agree, the City may extend the deadline under the condition that Grantee provides a plan and timeline for resolution. Should the breach persist past the specified time or Grantee fails to meet specified conditions, the City may commence revocation proceedings as per Section 22, deny further permits, impose a daily fine of $250.00 against the Franchise Bond detailed in Section 20.3, or pursue other remedies as described in Section 23.1.

Section 24 Non-Discrimination. Grantee shall make its telecommunications services available to any customer within the Franchise Area who shall request such service, without discrimination as to the terms, conditions, rates or charges for the Grantee's services; provided, however, that nothing in this franchise shall prohibit a grantee from making any reasonable classifications among differently situated customers.

Section 25 Non-Waiver. The failure of the City to insist upon strict performance of any of the covenants and agreement of this Franchise or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenants, agreements or option or any other covenants, agreements or options.

Section 26 City Ordinances and Regulations. Nothing herein shall be deemed to restrict the City's ability to adopt and enforce, consistent with applicable law, all necessary and appropriate ordinances regulating the performance of the conditions of this Franchise, including any valid ordinance made in the exercise of its police powers in the interest of public safety and for the welfare of the public. The City shall have the authority at all times to reasonably control by appropriate regulations consistent with applicable law, including but not limited to 47 U.S.C. Section 253, the location, elevation, manner of construction and maintenance of Facilities by Grantee, and Grantee shall promptly conform with all such regulations, unless compliance would cause Grantee to violate other requirements of law. In the event of a conflict between the provisions of this Franchise ordinance and any other generally applicable ordinance(s) enacted under the City's police power authority, such other ordinances(s) shall take precedence over the provisions set forth herein.

Section 27 Cost of Publication. Grantee shall bear the cost for publishing this franchise ordinance.

Section 28 Acceptance. Grantee shall execute and return to the City its execution and acceptance of this Franchise in the form attached hereto as Exhibit A. In addition, Grantee shall submit proof of insurance obtained and additional insured endorsement pursuant to Section 17, any applicable construction Performance Guarantee pursuant to Section 20.1, and the Franchise Bond required pursuant to Section 20.3. The administrative fee pursuant to Section 14.1 is due within thirty days of receipt of the invoice from the City.

Section 29 Survival. All of the provisions, conditions, and requirements of Section 5, Section 6, Section 8, Section 12, Section 16, Section 17, Section 18, Section 20, Section 29, Section 31, and Section 42.2 of this Franchise shall be in addition to any and all other obligations and liabilities Grantee may have to the City at common law, by statute, or by contract, and shall survive the City's Franchise to Grantee for the use of the Franchise Area, and any renewals or extensions thereof. All of the provisions, conditions, regulations, and requirements contained in this Franchise ordinance shall further be binding upon the heirs, successors, executors, administrators, legal representatives, and assigns of Grantee and all privileges, as well as all obligations and liabilities of Grantee, shall inure to its heirs, successors, and assigns equally as if they were specifically mentioned where Grantee is named herein.

Section 30 Assignment.

Section 30.1 This Franchise may not be directly or indirectly assigned, transferred, or disposed of by sale, lease, merger, consolidation, or other act of Grantee, by operation of law or otherwise, unless prompt written notice is provided to the City within sixty (60) days following the assignment. In the case of transfer or assignment as security by mortgage or other security instrument in whole or in part to secure indebtedness, such notice shall not be required unless and until the secured party elects to realize upon the collateral. For purposes of this Section 30, no assignment or transfer of this Franchise shall be deemed to occur based on the public trading of Grantee's stock; provided, however, any tender offer, merger, or similar transaction resulting in a change of control shall be subject to the provisions of this Franchise.

Section 30.2 Any transactions which singularly or collectively result in a change of 50% or more of the (i) ownership or working control of the Grantee; or (ii) ownership or working control of the Grantee's Telecommunications facilities within the City; or (iii) control of the capacity or bandwidth of the Grantee's Telecommunication facilities within the City, shall be considered an assignment or transfer requiring notice to the City pursuant to this Franchise. Such transactions between affiliated entities are not exempt from notice requirements. A Grantee shall notify the City of any proposed change in, or transfer of, or acquisition by any other party of control of a Grantee within sixty (60) days following the closing of the transaction.

Section 31 Extension. If this Franchise expires without renewal or is otherwise lawfully terminated or revoked, the City may, in its sole discretion and subject to applicable law:

(a) Allow Grantee to maintain and operate its Facilities on a month-to-month basis, provided Grantee maintains insurance for such Facilities during such period and continues to comply with this Franchise; or

(b) The City may order the removal of any and all Facilities at Grantee's sole cost and expense consistent with Section 18.

Section 32 Entire Agreement. This Franchise constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Franchise.

Section 33 Eminent Domain. The existence of this Franchise shall not preclude the City from acquiring by condemnation in accordance with applicable law, all or a portion of the Grantee's Facilities for the fair market value thereof. In determining the value of such Facilities, no value shall be attributed to the right to occupy the area conferred by this Franchise.

Section 34 Vacation. If at any time the City, by ordinance, vacates all or any portion of the area affected by this Franchise, the City shall not be liable for any damages or loss to the Grantee by reason of such vacation. If Grantee has Facilities in the vacated portion of the Right-of-Way, the City shall use reasonable efforts to reserve an appurtenant easement for Grantee within the vacated portion of the Right-of-Way within which Grantee may continue to operate existing Facilities under the terms of this Franchise for the remaining period of the term set forth in Section 1.2. Notwithstanding the preceding sentence, the City shall incur no liability for failing to reserve such easement. The City shall notify the Grantee in writing not less than sixty (60) days before vacating all or any portion of any such area, in

which Grantee is located. The City may, after sixty (60) days written notice to the Grantee, terminate this Franchise with respect to such vacated area.

Section 35 Designated Contact. Grantee shall designate a Franchise manager as a single point of contact for Franchise-related questions, including but not limited to questions related to franchise compliance, scheduling, and construction. Grantee shall designate one or more responsible people and identify emergency 24-hour on-call personnel and the procedures to be followed when responding to an emergency. After being notified of an emergency, Grantee shall cooperate with City to immediately respond to aid in the protection of the health and safety of the public. Grantee shall provide the contact information listed above within 30 days of the execution of this Franchise and thereafter any time the contact personnel changes.

Section 36 Notice. Any notice or information required or permitted to be given to the parties under this Franchise agreement may be sent to the following addresses unless otherwise specified:

City of Battle Ground
City Manager
109 SW 1st Street, Suite 221
Battle Ground, WA 98604

Lightcurve
Darlene Curran
PO Box 639
Eatonville, WA 98328

With a copy to:
City of Battle Ground
City Attorney
109 SW 1st Street, Suite 221
Battle Ground, WA 98604

Invoices:
Darlene Curran
PO Box 639
Eatonville, WA 98328

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

Section 37 Severability. If any section, sentence, clause or phrase of this ordinance should 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 unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

Section 38 Compliance with All Applicable Laws. Each party agrees to comply with all present and future federal, state, and local laws, ordinances, rules, and regulations. This Franchise is subject to ordinances of general applicability enacted pursuant to the City's police powers. Grantee further agrees to remove all liens and encumbrances arising as a result of said use or work. Grantee shall, at its own expense, maintain its Facilities in a safe condition, in good repair, and in a manner reasonably suitable to the City. Additionally, Grantee shall keep its Facilities free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with City services. The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or relating to roadway regulation, or a City ordinance enacted pursuant to such federal or state statute or regulation when such statute, regulation, or ordinance necessitates this Franchise be amended in order to remain in compliance with applicable laws. However, the City will only do so upon providing Grantee with thirty (30) days written notice of its action, setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon the expiration of the notice period unless, before expiration of that period, Grantee makes a written request for negotiations over the terms of the amendment. If the parties do not reach an agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, either party may pursue any available remedies at law or in equity.

Section 39 Attorneys' Fees. If a suit or other action is instituted in connection with any controversy arising out of this Franchise, the prevailing party shall be entitled to recover all of its costs and

expenses, including such sum as the court may judge reasonable for attorneys' fees, costs, expenses, and attorneys' fees upon appeal of any judgment or ruling.

Section 40 Hazardous Substances. Grantee shall not introduce or use any hazardous substances (chemical or waste), in violation of any applicable law or regulation. Nor shall Grantee allow any of its agents, contractors, or any person under its control to do the same. Grantee will be solely responsible for and will defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the cleanup or restoration of the property associated with Grantee's use, storage, or disposal of hazardous substances, whether or not intentional, and the use, storage, or disposal of such substances by Grantee's agents, contractors, or other persons acting under Grantee's control, whether or not intentional.

Section 41 Licenses, Fees, and Taxes. Prior to constructing any improvements, Grantee shall obtain a business or utility license from the City. Grantee shall promptly pay taxes on personal property and improvements owned or placed by Grantee before they become delinquent. Grantee shall also pay all license fees and public utility charges relating to the conduct of its business, pay for all permits, licenses, and zoning approvals, pay any other applicable tax unless documentation of exemption is provided to the City, and shall pay utility taxes and license fees imposed by the City. Nothing in this Franchise is intended to alter, modify, or expand upon the fees, taxes, and other surcharges the City may assess Grantee under applicable federal or state laws or regulations.

Section 42 Miscellaneous.

Section 42.1 City and Grantee respectively represent that its signatory is duly authorized and has full right, power, and authority to execute this Franchise.

Section 42.2 This Franchise shall be construed in accordance with the laws of the State of Washington. Venue for any dispute related to this Franchise shall be the United States District Court for the Western District of Washington, or Clark County Superior Court.

Section 42.3 Section captions and headings are intended solely to facilitate reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

Section 42.4 Where the context so requires, the singular shall include the plural and the plural includes the singular.

Section 42.5 Grantee will be responsible for obtaining all other necessary approvals, authorizations, and agreements from any party or entity. It is acknowledged and agreed that the City is making no representation, warranty, or covenant whether any of the foregoing approvals, authorizations, or agreements are required or have been obtained by Grantee or any person or entity.

Section 42.6 This Franchise may be enforced at both law and equity.

Section 42.7 Grantee acknowledges that it, and not the City, shall be responsible for the premises and equipment's compliance with all marking and lighting requirements of the FAA and the FCC. Grantee shall indemnify and hold the City harmless from any fines or other liabilities caused by Grantee's failure to comply with such requirements. Should Grantee or the City be cited by either the FCC or the FAA because the Facilities or the Grantee's equipment is not in compliance, and should Grantee fail to cure the conditions of non-compliance within the timeframe allowed by the citing agency, the City may either terminate this Franchise immediately on notice to the Grantee or proceed to cure the conditions of non-compliance at the Grantee's expense.

Section 42.8 This Franchise is subject to all current and future applicable federal, State, and local laws, regulations, and orders of governmental agencies as amended, including but not limited to the Communications Act of 1934, as amended, the Telecommunications Act of 1996, as amended, and the Rules and Regulations of the FCC. Neither the City nor Grantee waives any rights they may have under any such laws, rules, or regulations.

Section 42.9 There are no third-party beneficiaries to this Franchise.

Section 42.10 Neither party shall be required to perform any covenant or obligation in this Franchise, or be liable in damages to the other party, as long as the performance of the covenant or obligation is delayed, caused, or prevented by a "Force Majeure Event", which for the purposes of this Franchise is defined as strikes, lockouts, sit-down strikes, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fires, storms, acts of the public enemy, wars, terrorism, insurrections, health pandemic and any other similar act of God event.

Section 43 Public Record Act Compliance. Any public record relating to this Franchise may be subject to inspection and copying pursuant to Washington's Public Record Act, chapter 42.56 RCW. City will provide Grantee a copy of a public record request that seeks to inspect or copy a "writing" as defined in RCW 42.56.010 relating to this Franchise prior to allowing any inspection and/or copying of the documentation/information. Additionally, City will request production of any responsive records Grantee may have in its possession. City will inform Grantee of the records it plans to disclose to the requestor. If Grantee disagrees with City's determination of disclosure/nondisclosure and timely notifies City of the same, City agrees to withhold release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Grantee an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended. If Grantee seeks judicial protection, Grantee will be solely responsible for its related attorney fees and costs. City shall not be liable for any loss or damage resulting from a release of records so long as City acted in good faith in releasing the records.

Section 44 Repeal. The Communication Facility Right of Way Agreement between the City and Grantee, executed on October 12, 2023, is hereby repealed and replaced by this Franchise as of the Effective Date of this Franchise. This Franchise, along with all exhibits attached hereto, shall constitute the entire Franchise between the parties. The grant of this Franchise shall have no effect on the requirements of the Communication Facility Right of Way Agreement related to indemnification or insurance to the City against acts and omissions occurring during the period that the Communication Facility Right of Way Agreement was in effect and during any period in which Grantee's Facilities were in the Franchise Area.

Section 45 Ordinance Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

ADOPTED IN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS 3RD DAY OF AUGUST 2026.

APPROVED:

_____

Eric Overholser, Mayor

ATTEST/AUTHENTICATED:

_____

Elizabeth Halili, City Clerk

APPROVED AS TO FORM:

_____

Kirk Ehlis, City Attorney

STATEMENT OF ACCEPTANCE

Company Name, for itself, its successors and assigns, hereby accepts and agrees to be bound by all lawful terms, conditions, and provisions of the Franchise attached hereto and incorporated herein by this reference.

MASHELL TELECOM, INC. DBA LIGHTCURVE

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss
COUNTY OF _____)

On this _____ day of _____, 2025, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, Danielle Clausen of Mashell Telecom, Inc. DBA Lightcurve, the company that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the date hereinabove set forth

_____
Signature

NOTARY PUBLIC in and for the State of _____, residing at _____.

MY COMMISION EXPIRES: _____