BATTLE GROUND CITY COUNCIL AGENDA
MONDAY, MARCH 18, 2024

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

MEETING PROCEDURES:

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

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

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

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

Study Session

STUDY SESSION – 6:00 P.M.
Topic: Governance Coordination Manual Update / Procedural Review / Resolution No. 24-04 Freight Rail Dependent Use (FRDU)
Summary: Council members will review and discuss updates to the Governance Coordination Manual and procedures. Council members will also review and discuss Resolution No. 24-04 Freight Rail Dependent Use (FRDU)

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE AGENDA

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports

- C-TRAN Board of Directors Meeting
- Regional Transportation Council (RTC) Meeting
- Ending Community Homelessness Organization (ECHO) Meeting
- Urban County Policy Board (CDBG) Meeting
- Discover Clean Water Alliance (DCWA)

Mayor's Report

- Proclamation – Red Cross Month, March 2024

Presentations

- New Employee Introduction and Oath of Office – Dennis Flynn, Chief of Police

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 specific item(s) be removed from the Consent Agenda for discussion prior to the time Council votes on the motion to adopt the Consent Agenda.

A. City Council Regular Meeting Minutes of March 4, 2024.
B. Claim Vouchers dated 03/01/2024, #94468-#94498, and Bank Drafts, in the amount of $387,555.08.
C. Claim Vouchers dated 03/04/2024, #94499-#994541 in the amount of $223,390.93.
D. Payroll dated 03/08/2024, vouchers #29125-#29126 in the amount of $1,787.06, and direct deposits of $263,340.56 for a total payroll of $265,127.62.
E. Sanitary Vactor Truck Equipment Award
F. Stormwater Vactor Truck Equipment Award
G. "Old Town" Sub-Area Plan – Professional Services Agreement
H. Sourcewell Joint Purchase Agreement

BUSINESS

Resolution No. 24-04 Freight Rail Dependent Use (FRDU): Discussion/Motion

Presented by Mayor Troy McCoy
Summary: Council will review and consider approval of Resolution No. 24-04 Freight Rail Dependent Use (FRDU)

Ordinance No. 2024-03 - Zing Broadband Franchise Agreement: 2nd Presentation/Motion

Presented by Public Works Director Mark Herceg
Summary: Council will be presented with information on a Franchise Agreement with Zing Broadband and consider adoption of Ordinance No. 2024-03 Zing Broadband Franchise Agreement.

4th Quarter 2023 Financial Overview

Presented by Finance and Information Services Director Meagan Lowery
Summary: Council will be presented with an overview of the city's fourth quarter 2023 financial performance.

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 an employee. The session is anticipated to last 25 minutes, with possible action to follow.

ADJOURNMENT

NEXT MEETING DATE: Monday, April 1, 2024 – Regular meeting at 7:00 p.m.

Public Notices:

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

~PROCLAMATION~

WHEREAS, during American Red Cross Month in March, we recognize the compassion of people in Battle Ground, Washington, and reaffirm our commitment to care for one another in times of crisis; and

WHEREAS, this generous spirit is woven into the fabric of our community and advances the humanitarian legacy of American Red Cross founder Clara Barton — one of the most honored women in our country's history who nobly dedicated herself to alleviating suffering; and

WHEREAS, today, kindhearted individuals in our community exemplify Barton's commitment as they step up through the Southwest Washington chapter of the American Red Cross to provide a beacon of hope for our neighbors in need. Through their voluntary and selfless contributions, they make a lifesaving difference in people's darkest hours — whether it's delivering shelter, food, and comfort during disasters; providing critical blood donations for hospital patients; supporting military families, veterans, and caregivers through the unique challenges of service; saving lives with first aid, CPR, and other skills; or delivering aid and reconnecting loved ones separated by global crises; and

WHEREAS, we hereby recognize this month of March in honor of all those who lead with their hearts to serve people in need, and we ask everyone to join in this commitment to strengthen our community.

NOW, THEREFORE, I, Mayor Troy McCoy of Battle Ground, by virtue of the authority vested in me by the laws of the City of Battle Ground, County of Clark, and State of Washington, hereby proclaim March 2024 as

~ RED CROSS MONTH ~

I encourage all citizens of the City of Battle Ground, Washington, to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Battle Ground to be affixed this 18th day of March 2024.

Mayor Troy McCoy

Battle Ground City Council Meeting Minutes
Monday, March 4, 2024

The regular meeting of the Battle Ground City Council was called to order at 7:00 p.m. by Mayor McCoy.

The Pledge of Allegiance was recited.

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

COUNCIL: Mayor Troy McCoy, and Council members Victoria Ferrer, Adrian Cortes, Tricia Davis, Cherish DesRochers, and Eric Overholser

ABSENT: Deputy Mayor Shane Bowman.

STAFF: City Manager Erin Erdman, Deputy City Manager Rob Ferrier, Finance and Information Services Director Meagan Lowery, Public Works Director Mark Herceg, Acting City Attorney Aziza Foster (via Zoom), Community Development Director Kristin Lehto, Planning Supervisor Sam Crummett, Interim Chief of Police Mike McCabe, Communications Manager/Public Information Officer Alisha Smith, Human Resources Manager Tamara Gunter, and City Clerk Elizabeth Halili.

MOTION: Councilmember DesRochers to excuse Deputy Mayor Bowman from the meeting.
SECOND: Councilmember Overholser
VOTE: Motion carried. 6-0
ABSENT: Deputy Mayor Bowman

MOTION TO APPROVE AGENDA **7:01 p.m.**
MOTION: Councilmember Cortes to approve the Meeting Agenda as presented.
SECOND: Councilmember Ferrer
The Council discussed the motion.
VOTE: Motion carried. 6-0
ABSENT: Deputy Mayor Bowman

SUMMARY REPORTS AND PRESENTATIONS **7:01 p.m.**
Councilmember Reports:
None received.

Mayor's Report:

- **Appointment of Tina Brooks to Parks & Community Engagement (PACE) Advisory Board**

Position No. 6, term beginning 3/1/2024 and expiring 12/31/2026

MOTION: Councilmember DesRochers to approve the mayor's appointment of Tina Brooks to PACE Advisory Board Position No. 6.
SECOND: Councilmember Overholser
VOTE: Motion carried. 6-0
ABSENT: Deputy Mayor Bowman

Tina Brooks provided a brief statement.

Presentations:

- **Recognition of Fire District #3**

Mayor McCoy recognized the outstanding service of five members of Fire District 3 who went above and beyond the call of duty during an ice storm on January 16, 2024, by assisting a pregnant woman with the delivery of a healthy baby boy at Station 35. To commemorate this milestone occasion and in recognition of their service to the City of Battle Ground, Mayor McCoy presented a Maltese cross pin featuring a stork in the center to:

- *Battalion Chief Dave O'Brien (received by Division Chief Chris Drone on O'Brien's behalf)*
- *Acting Captain Zach Shamrell, Firefighter/Paramedic*
- *Kyle Ervin, Firefighter/EMT-B/I.V.*
- *Jake Grindy, Firefighter EMT-B/I.V.*
- *Adam Strizak, Firefighter EMT-B/I.V.*

Division Chief Chris Drone provided a brief statement on behalf of the crew.

- **New Employee Introduction – Kristin Lehto, Community Development Director**

City Manager Erin Erdman introduced Community Development Director Kristin Lehto to the Council. Ms. Lehto gave a brief statement.

- **History of Battle Ground Lake**

Deputy City Manager Robert Ferrier introduced GFWC President Johanna Hyatt and Louise Tucker. Johanna Hyatt and Louise Tucker provided an overview of the booklet, and copies of the book were presented to the City Council and Staff.

CITIZEN'S COMMUNICATIONS **7:15 p.m.**

The Council received and reviewed all written public comments before the open meeting. Copies are available upon request from the City Clerk's Office.

- Mark Leed of Vancouver, WA, provided public comment.
- Teresa Hardy of Vancouver, WA, provided public comment.
- David Terry of Battle Ground, WA, provided public comment.
- Jeff Cox of Brush Prairie, WA, provided public comment.

CONSENT AGENDA **7:28 p.m.**

A. City Council Regular Meeting Minutes of February 20, 2024.
B. Claim Vouchers dated 02/12/2024, #94413-#94467, and Bank Drafts, in the amount of $169,176.87.
C. Payroll dated 02/23/2024, vouchers #29122-#29124 in the amount of $1,705.97, and direct deposits of $270,038.71 for a total payroll of $271,744.68.

D. City Hall Carpet – Bid Award

MOTION: Councilmember Cortes moved to approve the consent agenda in its entirety as presented.
SECOND: Councilmember Ferrer
VOTE: Motion carried. 6-0
ABSENT: Deputy Mayor Bowman

BUSINESS **7:29 p.m.**

Ordinance No. 2024-03 Zing Broadband Franchise Agreement: Presentation
Presented by Public Works Director Mark Herceg
Summary: The Council was presented with information on a Franchise Agreement with Zing Broadband

Comprehensive Plan Update: Presentation
Presented by Planning Supervisor Sam Crummett
Summary: The council was presented with an overview of the comprehensive plan update process as it relates to Battle Grounds' capacity for jobs and housing (2025-2045). The Council was also presented with a brief overview of the Public Participation Plan.

The Council discussed the presentation.

Resolution No. 24-02 – Governance Coordination Manual Update: Presentation
Presented by City Manager Erin Erdman
Summary: The council received a presentation and reviewed updates to the Governance Coordination Manual and procedural questions and considered the adoption of Resolution 24-02.

The Council discussed the presentation and proposed updates.

CONSENSUS: To bring this item back to the March 18, 2024, study session for further review and discussion.

City Council Annual Goals and Objectives: Presentation/Motion
Presented by Deputy City Manager Robert Ferrier
Summary: The council reviewed and considered the adoption of the 2024 City of Battle Ground Goals and Objectives.

The Council discussed the presentation.

MOTION: Councilmember Overholser moved to approve the City Council Annual Goals and Objectives in their entirety as presented.
SECOND: Councilmember Ferrer
VOTE: Motion carried. 6-0
ABSENT: Deputy Mayor Bowman

ADMINISTRATIVE REPORTS **8:18 p.m.**

- None.

COUNCIL COMMUNICATIONS **8:18 p.m.**

- **Freight Rail Dependent Use and the Chelatchie Prairie Surface Mining Project**

The Council discussed the potential implementation of the Freight Rail Dependent Use and the impact it would have on the City of Battle Ground.

CONSENSUS: To develop a resolution in opposition to the Freight Rail Dependent Use overlay currently proposed by Clark County.

Councilmember Davis provided an update on her recent ride-along experience and praised the Battle Ground Police Department.

ADJOURNMENT

The regular meeting was adjourned at 8:38 p.m.

_____ _____

Troy McCoy
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: March 18, 2024

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*
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CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE MATERIALS HAVE BEEN FURNISHED, SERVICES RENDERED, OR THE LABOR PERFORMED AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND TO THE BEST OF MY KNOWLEDGE; AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY THAT CLAIM.

Meagan Lowery
FINANCE DIRECTOR

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 $387,555.08 ON THIS, THE 1ST DAY OF MARCH, 2024.

	ACCTG DATE	AMOUNT	
BANK DRAFT	02/21/2024	$ 116,792.24	P-CARD AP
94468-94469	02/23/2024	$ 8,464.53	PAYROLL AP
BANK DRAFT	02/23/2024	$ 159,823.53	PAYROLL AP
94470-94498	03/01/2024	$ 102,474.78	REGULAR AP
		$ 387,555.08	

Battle Ground, WA

Check Register

Packet: APPKT03187 - US BANK 01/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00668	DELL MARKETING L.P.	02/21/2024	Bank Draft	0.00	54,179.93	DFT0002249
02286	U.S. BANK ONECARD	02/21/2024	Bank Draft	0.00	62,612.31	DFT0002250

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	264	2	0.00	116,792.24
EFT's	0	0	0.00	0.00
	264	**2**	**0.00**	**116,792.24**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2024	116,792.24
			116,792.24

Battle Ground, WA

Payment Register

APPKT03187 - US BANK 01/2024

01 - Vendor Set 01

Bank: POOLED CASH - POOLED CASH

Vendor Number	Vendor Name	Total Vendor Amount
00668	DELL MARKETING L.P.	54,179.93

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0002249	02/21/2024	54,179.93

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
10722552357	Replacement MDTs for Patrol Vehicles	01/04/2024	01/04/2024	0.00	54,179.93

Vendor Number	Vendor Name	Total Vendor Amount
02286	U.S. BANK ONECARD	62,612.31

Payment Type	Payment Number	Payment Date	Payment Amount
Bank Draft	DFT0002250	02/21/2024	62,612.31

Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
0011337	HIGHWAY SPECIAL - street signs	12/29/2023	01/02/2024	0.00	47.74
0035563	CLARK COUNTY EN - Plan review application	01/17/2024	01/17/2024	0.00	1,558.95
0101923572	PARTS TOWN, LLC - SHELF CLIPS	01/11/2024	01/11/2024	0.00	152.10
0265060335	CARHARTT - Dale Ihrig rain bibs	01/12/2024	01/12/2024	0.00	168.31
03-02261557	COLUMBIA RESOUR - debris disposal	01/02/2024	01/04/2024	0.00	371.02
06631601	SHIFFLEREQUIP.C - CHAIR AND TABLE SUPPLIES	01/11/2024	01/11/2024	0.00	21.16
078117	ALASKA ASSOCIAT - Athenian dialogue reg	01/22/2024	01/22/2024	0.00	50.00
0783903	CLARK COUNTY EN - Plan review application	01/17/2024	01/17/2024	0.00	1,558.95
0EU-G95	EZCATERSUBWAY - LUNCH	01/25/2024	01/25/2024	0.00	141.16
0J615827JL543932D	PAYPAL *IAPE IA - MEMBERSHIP RENEWAL	01/04/2024	01/05/2024	0.00	65.00
1000088361	HSGI, COMP TAC - pistol taco	12/28/2023	12/28/2023	0.00	387.85
101619107	SEIZE THE BAGEL - COUNCIL RETREAT	01/25/2024	01/25/2024	0.00	67.98
101695830	INT'L CODE COUN - TRAINING - CHANGES TO IRC	01/08/2024	01/08/2024	0.00	114.00
101695864	INT'L CODE COUN - TRAINING - CHANGES TO IRC	01/08/2024	01/08/2024	0.00	123.80
101701534	INT'L CODE COUN - building safety membership	01/15/2024	01/15/2024	0.00	204.00
102001019385841	TARGET - OFFICE CUBE ORGANIZER	01/08/2024	01/08/2024	0.00	195.48
102001119045038	TARGET - organizer cube	01/18/2024	01/18/2024	0.00	97.74
1021	IN *CLARK COUNT - ANNUAL 811 DUES	01/11/2024	01/11/2024	0.00	130.00
10721879341	Computer, Monitors, and Dock for Ops Manager	12/30/2023	12/30/2023	0.00	2,879.19
1106-6892	AGCEDFOUNDATION - AGC EDUCATION - change order	01/02/2024	01/03/2024	0.00	125.00
111-0195060-7141802	AMZN MKTP US - LAPTOP STAND	01/11/2024	01/11/2024	0.00	22.58
111-0266616-8476234	AMZN MKTP US - IRIS STORAGE BINS	01/10/2024	01/09/2024	0.00	100.86
111-0554801-9325044	AMZN MKTP US - LAPTOP STAND	01/10/2024	01/10/2024	0.00	28.23
111-1445851-5795420	AMZN MKTP US - RETIREMENT SUPPLIES	12/29/2023	01/02/2024	0.00	58.92
111-3376830-4737822	AMZN MKTP US - file folder organizer	01/03/2024	01/04/2024	0.00	40.17
111-3777261-9232248	AMZN MKTP US - desk organizer	01/15/2024	01/15/2024	0.00	24.02
111-5049934-1940232	AMZN MKTP US - CHAIR MAT - ROB	01/12/2024	01/08/2024	0.00	104.56
111-5049934-1940232C	AMZN MKTP US - CHAIR MAT RETURN	01/23/2024	01/23/2024	0.00	-69.49
111-6494904-54306	AMZN MKTP US - INBOXES	01/04/2024	01/05/2024	0.00	39.44
111-7341163-2162623	AMZN MKTP US - PHONE CASE	01/08/2024	01/08/2024	0.00	23.88
111-7528116-6853014	AMZN MKTP US - OFFICE CHAIRS - FINANCE & IT	01/08/2024	01/08/2024	0.00	347.44
111-8392592-5724265	AMZN MKTP US - CHARGER	01/09/2024	01/09/2024	0.00	12.50
111-9230073-7544243CHRG	AMZN MKTP US - date stamp	01/03/2024	01/04/2024	0.00	73.64
111-9230073-7544243CRED	AMZN MKTP US - date stamp - credit	01/04/2024	01/05/2024	0.00	-73.64
111-9271061-8561860	AMZN MKTP US - MELAMINE CLEANING SPONGES	01/15/2024	01/15/2024	0.00	15.19
111-9394596-8513028	AMZN MKTP US - WIRELESS KEYBOARD/MOUSE	01/25/2024	01/25/2024	0.00	23.88
112-02222184-1494606	AMZN MKTP US - STORK LAPEL PIN	01/25/2024	01/25/2024	0.00	36.65
112-1301384-7418844	AMZN MKTP US - FURNITURE - JEYNES	12/26/2023	12/26/2023	0.00	831.62
112-2583969-4285863	AMZN MKTP US - cell phone screen protector	01/03/2024	01/04/2024	0.00	6.47
112-4084733-5609806	AMZN MKTP US - desk - Jeynes	12/29/2023	01/02/2024	0.00	327.02
112-4375632-1717060	AMZN MKTP US - MICHELLE FILLING CAB	01/10/2024	01/10/2024	0.00	344.67
112-6586249-4971463	AMZN MKTP US - cell phone case	01/03/2024	01/04/2024	0.00	14.11

112-8557140-8828262	AMZN MKTP US - OFFICE CHAIRS	01/11/2024	01/11/2024	0.00	173.72
112-9930222-5752255	AMZN MKTP US - replacement desk orders	01/19/2024	01/19/2024	0.00	475.66
112-9930222-5752255.0119	AMZN MKTP US - REPLACEMENT DESKS - DAN & CA	01/22/2024	01/22/2024	0.00	475.66
112-9930222-5752255C	AMZN MKTP US - replacement desk orders	01/15/2024	01/15/2024	0.00	-416.92
112-9930222-5752255C2	AMZN MKTP US - replacement desk orders	01/15/2024	01/15/2024	0.00	-416.92
113-2405443-2592259	AMZN MKTP US - STORAGE CAB	01/10/2024	01/10/2024	0.00	147.66
113-3360007-5322668	AMZN MKTP US - gloves, trash can	12/29/2023	01/02/2024	0.00	102.16
113-4574859-7036214	AMZN MKTP US - gloves, trash can	12/31/2023	01/02/2024	0.00	91.28
113-8450357-7845848	AMZN MKTP US - PD - WOMEN'S STRYKE CARGO PA	01/22/2024	01/22/2024	0.00	178.10
114-0574874-2615421	AMZN MKTP US - DIVIDER TABS	01/03/2024	01/04/2024	0.00	24.32
114-3177480-68210	AMZN MKTP US - DELL CHARGERS	01/15/2024	01/15/2024	0.00	131.30
114-3233773-47170	AMZN MKTP US - APPLE USB-C AV ADAPTER; VELC	01/15/2024	01/15/2024	0.00	80.33
114-4334525-7325021	AMZN MKTP US - pallet truck wheels	01/16/2024	01/16/2024	0.00	106.43
114-5219075-4477065	AMZN MKTP US - ART RETURNED 02.08.2024	01/24/2024	01/24/2024	0.00	86.87
114-6836431-1201833	AMZN MKTP US - OFFICE SUPPLIES	01/10/2024	01/10/2024	0.00	31.44
1178186	H 2 OREGON - WATER COOLER	01/08/2024	01/08/2024	0.00	47.24
122699	ASSOCIATION OF - MAYORS EXCHANGE - MCCOY	01/11/2024	01/11/2024	0.00	125.00
1273-4766	AGCEDFOUNDATION - resources course	12/28/2023	12/28/2023	0.00	125.00
1315291 12/28/2023	NW NATURAL 8004 - GAS UTILITY	01/19/2024	01/19/2024	0.00	232.35
1320-9828	AGCEDFOUNDATION - TRAINING - AGC EDUCATION MAT	01/09/2024	01/09/2024	0.00	125.00
13404553	AUTOMATIONDIREC - replacement screen for storm	01/23/2024	01/23/2024	0.00	1,079.48
1352-9075	WSU PESTICIDE E - PESTICIDE RECERTIFICATION	12/29/2023	01/02/2024	0.00	90.00
13892001408	ARIAT WORK - PO - Wade Kinnan jacket	01/10/2024	01/10/2024	0.00	188.65
13892001408T	ARIAT WORK - PO - Wade Kinnan jacket TAX	01/10/2024	01/10/2024	0.00	-14.94
13892001409	ARIAT WORK - PO - Dale Ihrig jacket	01/10/2024	01/10/2024	0.00	141.13
13892001409 TAX	ARIAT WORK - PO - Dale Ihrig jacket TAX	01/10/2024	01/10/2024	0.00	-11.18
1502656879	GRAINGER - tire sealant pump	01/04/2024	01/05/2024	0.00	152.79
1503271450	GRAINGER - fluorecent ballast for EOC	01/12/2024	01/12/2024	0.00	330.40
150P520206	POTTER WEBSTER - rocker switch, fuse holders	12/29/2023	01/02/2024	0.00	12.08
150P525542	POTTER WEBSTER - Hs Butt, Poly, 22-18 Ga 100	01/12/2024	01/12/2024	0.00	47.29
151063	SUMMIT LAW GROU - bargaining	01/22/2024	01/22/2024	0.00	108.00
1519009 12/28/2023	NW NATURAL 8004 - GAS UTILITY	01/19/2024	01/19/2024	0.00	1,231.16
1522182 12/28/2023	NW NATURAL 8004 - GAS UTILITY	01/19/2024	01/19/2024	0.00	217.51
1552-0260	AGCEDFOUNDATION - inspectors daily report cour	01/22/2024	01/22/2024	0.00	125.00
1680-5704	AGCEDFOUNDATION - technical mathematics course	01/24/2024	01/24/2024	0.00	125.00
1967961 12/28/2023	NW NATURAL 8004 - GAS UTILITY	01/19/2024	01/19/2024	0.00	1,322.41
1BD47332TX7886342	PAYPAL *IIMC II - int insitute of municipal cl	01/03/2024	01/04/2024	0.00	60.00
2000115-82467203	WALMART.COM - GARBAGE CAN	01/10/2024	01/10/2024	0.00	108.59
20160836S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	283.73
20160851S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	1,429.49
20161837S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	500.09
20162899S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	11.96
20163342S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	950.95
20164708S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	86.22
20164903S010	WCI*WASTE CONNE - GARBAGE SERVICE	01/23/2024	01/23/2024	0.00	127.58
2054546129	ACCO BRANDS DIR - white boards	01/15/2024	01/15/2024	0.00	195.48
24013393362003176024644	SIMPLY THYME CA - catering - chief's interview	12/28/2023	12/28/2023	0.00	392.66
24013393363003313069188	SUPREME CAR WAS - CAR WASH	12/29/2023	01/02/2024	0.00	7.00
24013393363003313069618	SUPREME CAR WAS - CAR WASH	12/29/2023	01/02/2024	0.00	7.00
24013394005000517302631	SUPREME CAR WAS - CAR WASH	01/08/2024	01/08/2024	0.00	7.00
24013394022002388322465	SUPREME CAR WAS - CAR WASH	01/23/2024	01/23/2024	0.00	7.00
24013394023002503013444	SUPREME CAR WAS - CAR WASH	01/24/2024	01/24/2024	0.00	7.00
24013394024002621610815	SUPREME CAR WAS - CAR WASH	01/25/2024	01/25/2024	0.00	7.00
24037614024900013238249	WWW.RESERVATION - SRO training PAVELKO	01/25/2024	01/25/2024	0.00	70.37
24055224025091566000436	FOUNDERS MERCAN - PARENT EDUCATION EVENT	01/25/2024	01/25/2024	0.00	13.52
24055233364400000538713	WILCO - cabinet heater for pw works	12/29/2023	01/02/2024	0.00	157.47
24055234002400572000023	CRAFT WAREHOUSE - office supplies	01/01/2024	01/02/2024	0.00	12.98
24055234004400003551436	WILCO - utility clevis	01/03/2024	01/04/2024	0.00	6.51
24055234006400000561121	WILCO - bucket, brush, sprayer	01/08/2024	01/08/2024	0.00	62.96
24055234010400000577238	WILCO - lithium grease	01/10/2024	01/10/2024	0.00	65.05
24055234011400003608633	WILCO - Dale Ihrig rain boots	01/11/2024	01/11/2024	0.00	139.00
24055234012400000586096	WILCO - gloves	01/12/2024	01/12/2024	0.00	10.85

2405523401340000059404O	WILCO - snap ring plier set	01/15/2024	01/15/2024	0.00	24.96
2405523401740000060792I	WILCO - bungee cords	01/17/2024	01/17/2024	0.00	18.45
2405523402040000061378 3	WILCO - chain	01/22/2024	01/22/2024	0.00	89.64
2413746400400138271507 4	USPS PO 5405320 - stamps	01/03/2024	01/04/2024	0.00	52.80
2419880400440052718872 1	PAYPAL *WASHING - Don Risto 2024 WWCPA certifi	01/03/2024	01/05/2024	0.00	25.00
2419880402440313619929 1	PAYPAL *PNWS AW - lead and copper rule	01/25/2024	01/25/2024	0.00	80.00
2420429400900127346308 5	SUBWAY 37653 - MEDIATION	01/10/2024	01/10/2024	0.00	31.19
2422638336336091757232 0	WAL-MART #5929 - supplies	12/28/2023	01/02/2024	0.00	7.58
2422638401140000562525 1	WAL-MART #5929 - SUPPLIES - PARKS MASTER PLAN	01/11/2024	01/11/2024	0.00	67.78
2422638402436004855685 2	WAL-MART #5929 - ink for printer	01/25/2024	01/25/2024	0.00	92.31
2423168336440002060347 4	HARBOR FREIGHT - TOOL BOX AND TOOLS	12/29/2023	01/02/2024	0.00	129.26
2423168400383700125119 2	SAFEWAY #4313 - RETIREMENT SUPPLIES	01/02/2024	01/04/2024	0.00	66.11
2423168402483700134312 7	SAFEWAY #4313 - PARENT EDUCATION EVENT	01/25/2024	01/25/2024	0.00	5.00
2424052400428669820001 1	CODE REVISOR - 2023 RCW SELETED TITLES	01/04/2024	01/05/2024	0.00	34.75
2424052402009162200084 6	GROVER ELEC AND - accidental use of city P-car	01/22/2024	01/22/2024	0.00	79.10
2426979336350061578998 5	HI-SCHOOL HARDW - light bulb	12/28/2023	01/02/2024	0.00	7.81
2426979336450074107314 7	HI-SCHOOL HARDW - office supplies	12/29/2023	01/02/2024	0.00	27.37
2426979400350057789591 5	HI-SCHOOL HARDW - gloves, trash can	01/02/2024	01/04/2024	0.00	54.37
2426979400450056897908 1	HI-SCHOOL HARDW - power center 12/3 SJTW 10	01/03/2024	01/05/2024	0.00	21.71
2426979400650073201449 0	HI-SCHOOL HARDW - tyvek coveralls, concrete mi	01/08/2024	01/08/2024	0.00	23.44
2426979400650073201712 1	HI-SCHOOL HARDW - multi-mix containers, moss o	01/08/2024	01/08/2024	0.00	104.20
2426979400650073202587 6	HI-SCHOOL HARDW - prune shears	01/08/2024	01/08/2024	0.00	54.29
2426979400650073204294 7	HI-SCHOOL HARDW - compression cap	01/08/2024	01/08/2024	0.00	5.42
2426979400750050278527 8	HI-SCHOOL HARDW - RAKE x2	01/08/2024	01/08/2024	0.00	43.42
2426979401050050472021 1	HI-SCHOOL HARDW - air filters	01/11/2024	01/11/2024	0.00	34.71
2426979401050050472039 3	HI-SCHOOL HARDW - staples, air filters, magnet	01/11/2024	01/11/2024	0.00	40.33
2426979401050050474191 0	HI-SCHOOL HARDW - snow shovel	01/11/2024	01/11/2024	0.00	13.02
2426979401150055841253 2	HI-SCHOOL HARDW - shipping tape	01/12/2024	01/12/2024	0.00	16.28
2426979401150055841287 0	HI-SCHOOL HARDW - tube cutter, multi-screw, pi	01/12/2024	01/12/2024	0.00	58.77
2426979401150055841295 3	HI-SCHOOL HARDW - ice-melt	01/12/2024	01/12/2024	0.00	86.77
2426979401250059917943 8	HI-SCHOOL HARDW - extension cord	01/15/2024	01/15/2024	0.00	119.45
2426979401850053311820 7	HI-SCHOOL HARDW - ice melt	01/19/2024	01/19/2024	0.00	54.25
2426979401950058059036 4	HI-SCHOOL HARDW - thermostat	01/22/2024	01/22/2024	0.00	25.18
2426979402050069543606 2	HI-SCHOOL HARDW - wall plates, in-wall timer,	01/22/2024	01/22/2024	0.00	27.52
2426979402050069544679 8	HI-SCHOOL HARDW - ball valves, elbow, coupler	01/22/2024	01/22/2024	0.00	38.84
2426979402450053364464 2	HI-SCHOOL HARDW - duct tape, concrete.	01/25/2024	01/25/2024	0.00	61.67
2443105400983800001012 4	NAPA - TOOLS	01/10/2024	01/10/2024	0.00	18.58
2444500336200088873302 8	DOLLAR TREE - snowman hunt supplies	12/27/2023	12/27/2023	0.00	41.72
2444500336440020214967 9	WM SUPERCENTER - hand soap	12/29/2023	01/02/2024	0.00	16.18
2444500400430054834673 8	FRED-MEYER #014 - CHRISTMAS LIGHTS	01/04/2024	01/05/2024	0.00	46.25
2444500401030054808792 0	FRED-MEYER #061 - snow shovels, storage boxes	01/11/2024	01/11/2024	0.00	59.13
2444500401530052653265 2	FRED M FUEL #96 - FUEL	01/16/2024	01/16/2024	0.00	70.75
2444500401830054913220 6	FRED M FUEL #91 - FUEL	01/19/2024	01/19/2024	0.00	73.48
2444500402330051793286 1	FRED-MEYER #061 - WELLNESS PRIZES - GIFT CARDS	01/24/2024	01/24/2024	0.00	180.00
2449215400874577574776 1	PSI SERVICES LL - UNMANNED AIRCRAFT - ROMERO	01/09/2024	01/09/2024	0.00	175.00
2469216336210034527956 5	LOWES #01632* - hog rings, bolts, hog ring p	12/28/2023	12/28/2023	0.00	48.83
2469216336210034527957 3	LOWES #01632* - shovel, spray bottles, screw	12/28/2023	12/28/2023	0.00	191.87
2469216336310056143609 6	CHEVRON - fuel	12/29/2023	12/29/2023	0.00	85.41
2469216336310110765826 8	SQ *NEW TOWN CL - PANTS HEMMING	12/29/2023	01/02/2024	0.00	39.10
2469216336410144278117 0	BATTLEGROUND CL - SALLY FUEL	12/29/2023	01/02/2024	0.00	46.29
2469216336410170883241 0	UPS - SHIPPING - DAY WIRELESS	12/30/2023	01/02/2024	0.00	10.27
2469216400210368237206 2	VERIZON*CONNECT - VERIZON CONNECT	01/02/2024	01/03/2024	0.00	20.58
2469216400410542072645 7	UPS - SHIPPING - SUPER SMART SHOPP	01/04/2024	01/05/2024	0.00	17.11
2469216400510625824202 0	UPS - SHIPPING - WSP TOXICOLOGY	01/08/2024	01/08/2024	0.00	9.96
2469216400510663102489 7	SQ *NATIONAL TA - MANAGING CRITICAL INCIDENTS	01/08/2024	01/08/2024	0.00	239.00
2469216400610686132102 0	SQ *NEW TOWN CL - DRY CLEANING	01/08/2024	01/08/2024	0.00	28.18
2469216400610693767686 0	APPLE.COM/BILL - ICLOUD STORAGE	01/08/2024	01/08/2024	0.00	2.99
2469216400710786187683 0	UPS - SHIPPING - EOTECH REPAIR DEP	01/08/2024	01/08/2024	0.00	17.11
2469216401010013834931 4	CARHARTT RETAIL - Dale Ihrig rain jacket	01/11/2024	01/11/2024	0.00	143.07
2469216401010013834931 4	CARHARTT RETAIL - Dale Ihrig rain jacket TAX	01/11/2024	01/11/2024	0.00	-11.33
2469216401110070855796 4	CIRCLE K # 0605 - FUEL	01/11/2024	01/11/2024	0.00	68.80
2469216401810599698837 8	SQ *BLUE STAR D - dry cleaning	01/18/2024	01/18/2024	0.00	38.97

24692164019107403666067	IN *SHELLY FRY - CITY COUNCIL & STAFF PHOTOS	01/22/2024	01/22/2024	0.00	1,185.80
24692164023100098046830	COV PARKING PAY - Parking	01/24/2024	01/24/2024	0.00	3.50
24692164023109851855097	LOWES #01632* - pilers, drive bit set, drill	01/23/2024	01/23/2024	0.00	153.92
24692164024100601956482	AMZN MKTP US - 2024 CALENDAR	01/24/2024	01/24/2024	0.00	16.28
24692164024101077101405	SQ *EXCEL WINDO - window tinting	01/25/2024	01/25/2024	0.00	107.70
24692164025101346016037	CIRCLE K # 0605 - FUEL	01/25/2024	01/25/2024	0.00	49.92
24717054011270110505895	GRC EPAY - Tim Kofstad 2024 Waterworks	01/12/2024	01/12/2024	0.00	42.00
24717054011270110506075	GRC EPAY - Andre De Los Rios 2024 water	01/12/2024	01/12/2024	0.00	42.00
24744554002240000631736	EXPRESS JAPAN-E - MUNITIONS TRAINING LUNCH - S	12/15/2023	01/02/2024	0.00	36.44
24755424023270235220325	NATIONAL ASSOCI - SRO training PAVELKO	01/24/2024	01/24/2024	0.00	500.00
24801974002839005068107	SPACE AGE #201 - FUEL	01/01/2024	01/02/2024	0.00	57.79
24801974007839005413183	SPACE AGE #201 - FUEL	01/08/2024	01/08/2024	0.00	112.18
24801974022839006317491	SPACE AGE #201 - FUEL	01/22/2024	01/22/2024	0.00	60.17
24943004001898000080414	COSTCO WHSE #10 - CHAIR	12/31/2023	01/02/2024	0.00	108.69
24943004004898002017247	COSTCO WHSE #07 - CLEANING WIPES	01/03/2024	01/04/2024	0.00	20.64
24943004015898000142846	COSTCO WHSE #07 - PAPER TOWELS	01/15/2024	01/15/2024	0.00	21.19
24943004019898000030484	COSTCO WHSE #07 - wire rack	01/19/2024	01/19/2024	0.00	195.65
24943013363010189828349	THE HOME DEPOT - screws, brackets, shelving,	12/28/2023	01/02/2024	0.00	120.12
24943014019010189617649	THE HOME DEPOT - screwdriver set, light bulbs	01/22/2024	01/22/2024	0.00	49.93
24943014023010189664942	THE HOME DEPOT - shelving for office set-up i	01/24/2024	01/24/2024	0.00	33.89
3145-137568	O'REILLY - alternator, core charge PD V	01/02/2024	01/03/2024	0.00	387.14
3145-137636	O'REILLY - core return PD Vehicle #506-	01/02/2024	01/03/2024	0.00	-43.44
3145-138992	O'REILLY - door jamb SW PW Ops Truck #8	01/09/2024	01/09/2024	0.00	12.66
3145-139804	O'REILLY - sealed beams	01/12/2024	01/12/2024	0.00	31.10
3145-140415	O'REILLY - wipers - #517	01/15/2024	01/15/2024	0.00	22.70
3250	LEIRA - MEMBERSHIP RENEWAL	01/02/2024	01/04/2024	0.00	50.00
325095	DJQUIRKFO - Wheel cover cap	01/25/2024	01/25/2024	0.00	75.50
3318527163	PB LEASING - POSTAGE MACHINE LEASE	01/03/2024	01/04/2024	0.00	864.66
3342	LEIRA - MEMBERSHIP RENEWAL	01/02/2024	01/04/2024	0.00	50.00
344027000-001	OFFICE DEPOT #1 - HP TONER CARTRIDGES (COLOR)	01/03/2024	01/05/2024	0.00	1,102.25
344053171-001	OFFICE DEPOT #2 - HP TONER CARTRIDGE	01/02/2024	01/04/2024	0.00	221.52
344904173-001	OFFICE DEPOT - LAPTOP STAND	01/08/2024	01/08/2024	0.00	43.43
344924339-001	OFFICE DEPOT - COPY PAPER	01/03/2024	01/05/2024	0.00	43.32
34652350-001	OFFICE DEPOT - office supplies	01/03/2024	01/05/2024	0.00	69.63
346567589-001	OFFICE DEPOT - LABEL TAPE	01/03/2024	01/05/2024	0.00	12.55
346567592-001	OFFICE DEPOT - TAPE	01/08/2024	01/08/2024	0.00	4.72
347997437	OFFICE DEPOT - CUSTOM STAMPS - PLANNING	01/15/2024	01/15/2024	0.00	176.90
347998094-001	OFFICE DEPOT - OFFICE SUPPLIES	01/08/2024	01/08/2024	0.00	97.44
348501224-001	OFFICE DEPOT #1 - PATROL ROOM CHAIRS	01/08/2024	01/08/2024	0.00	521.21
34857535-001	OFFICE DEPOT - WIRELESS KEYBOARD	01/08/2024	01/08/2024	0.00	79.50
360-666-0181 12/28/2023	CENTURYLINK LUM - PHONE SERVICE	01/22/2024	01/22/2024	0.00	61.34
360-666-2932 12/28/2023	CENTURYLINK LUM - PHONE SERVICE	01/22/2024	01/22/2024	0.00	70.02
360-666-3187 12/28/2023	CENTURYLINK LUM - PHONE SERVICE	01/22/2024	01/22/2024	0.00	616.52
360-666-4863 12/28/2023	CENTURYLINK LUM - PHONE SERVICE	01/22/2024	01/22/2024	0.00	288.20
360-666-5077 12/28/2023	CENTURYLINK LUM - PHONE SERVICE	01/22/2024	01/22/2024	0.00	93.16
360-Z26-0442 12/26/2023	CENTURYLINK LUM - PHONE SERVICE	01/17/2024	01/17/2024	0.00	173.26
4177845207	CINTAS CORP - FLOOR MATS	01/03/2024	01/04/2024	0.00	232.23
4180713403	CINTAS CORP - FLOOR MATS	01/25/2024	01/25/2024	0.00	232.23
4180739006	WF WAYFAIR41807 - EXECUTIVE OFFICE CHAIR	01/04/2024	01/05/2024	0.00	257.37
45030109241439	CONTINENTAL BAT - PS-121000 batteries	01/10/2024	01/10/2024	0.00	553.08
486555	NAPA STORE - battery PD vehicle #508	01/18/2024	01/18/2024	0.00	146.78
486588	NAPA STORE - windshield wiper relay 5 yd.	01/19/2024	01/19/2024	0.00	9.77
487154	NAPA STORE - radiator cap, anti-freeze cl	01/23/2024	01/23/2024	0.00	37.36
487161	NAPA STORE - heater hose bg west generato	01/23/2024	01/23/2024	0.00	1.54
49944	MCK TOOL & SUPP - extra lg. nitrile gloves, ex	01/23/2024	01/23/2024	0.00	124.67
49980	MCK TOOL & SUPP - lg. and extra lg. nitrile gl	01/24/2024	01/24/2024	0.00	136.98
4T06564	PLATT ELECTRIC - light bulbs for PD	01/09/2024	01/09/2024	0.00	262.90
4t95387	PLATT ELECTRIC - 2 LEV GFWT2-W 20A WR/TR/ST	01/23/2024	01/23/2024	0.00	67.16
51033	NATIONAL ASSOCI - NASRO MEMBERSHIP - PAVELKO	01/24/2024	01/24/2024	0.00	50.00
51061	NATIONAL ASSOCI - NASRO MEMBERSHIP - ANDERSON	01/24/2024	01/24/2024	0.00	50.00
51062	NATIONAL ASSOCI - SRO TRAINING ANDERSON	01/24/2024	01/24/2024	0.00	550.00
5190604703	CINTAS CORP - FIRST AID SUPPLIES - CITY HA	01/11/2024	01/11/2024	0.00	248.12

5190604773	CINTAS CORP - FIRST AID SUPPLIES - COMMUNI	01/11/2024	01/11/2024	0.00	7.76
5190604777	CINTAS CORP - FIRST AID SUPPLIES - OPERATI	01/11/2024	01/11/2024	0.00	102.82
5193919353	CINTAS CORP - FIRST AID SUPPLIES - CITY HA	01/25/2024	01/25/2024	0.00	229.56
529202	VANCOUVER AUTO - repair diagnosis, replace sp	12/29/2023	01/02/2024	0.00	1,280.12
5742	IN *COMPLIANCEG - STORMWATER SOFTWARE	01/12/2024	01/12/2024	0.00	50.00
6003720100	BTS*STANLEYCNVR - Q1 2024 ALARM MONITORING - C	01/01/2024	01/03/2024	0.00	886.99
6003787333	BTS*STANLEYCNVR - Q1 2024 ALARM MONITORING - P	01/25/2024	01/25/2024	0.00	133.55
6003787398	BTS*STANLEYCNVR - Q1 2024 ALARM MONITORING - C	01/25/2024	01/25/2024	0.00	162.64
687-1669 12/20/2023	CENTURYLINK LUM - PHONE SERVICE	01/10/2024	01/10/2024	0.00	64.17
687-1787 12/20/2023	CENTURYLINK LUM - PHONE SERVICE	01/10/2024	01/10/2024	0.00	132.66
687-5312 12/20/2023	CENTURYLINK LUM - PHONE SERVICE	01/10/2024	01/10/2024	0.00	70.47
687-7628 12/20/2023	CENTURYLINK LUM - PHONE SERVICE	01/10/2024	01/10/2024	0.00	66.91
74240524020091622000866	GROVER ELEC AND - credit due to accidental use	01/22/2024	01/22/2024	0.00	-79.10
74707804005030045392337	ASSOCIATION OF - D&A SUPERVISOR TRAINING REFU	01/08/2024	01/08/2024	0.00	-50.00
74943004004898001237684	COSTCO WHSE #10 - CHAIR	01/03/2024	01/04/2024	0.00	-108.69
7624445309-00001	STAPLS - OFFICE SUPPLIES	01/25/2024	01/25/2024	0.00	85.99
765976-202312-1	TLO TRANSUNION - TRULOOKUP PERSON SEARCH	01/02/2024	01/03/2024	0.00	96.22
7905152220	STAPLS - dry erase board	12/28/2023	12/28/2023	0.00	82.08
8021525097	INSTANT IMPRINT - Clothing	12/29/2023	01/02/2024	0.00	2,777.67
81244 2024	SESAC - 2024 MUSIC LICENSE FEE	01/03/2024	01/04/2024	0.00	581.00
8406550925	CINTAS CORP - FIRST AID SUPPLIES - POLICE	01/11/2024	01/11/2024	0.00	165.28
8406593863	CINTAS CORP - FIRST AID SUPPLIES - POLICE	01/11/2024	01/11/2024	0.00	215.65
848491975	SIMPLY THYME CA - INTERVIEWS	01/23/2024	01/23/2024	0.00	226.11
9952878350	VERIZONWRLSS*RT - CELLPHONE SERVICE	01/08/2024	01/08/2024	0.00	4,940.05
9967	INK ABILITY - signage - parent education e	01/22/2024	01/22/2024	0.00	181.36
D86089	DICKS TIRE FACT - battery truck #8	01/04/2024	01/05/2024	0.00	233.44
D86630	DICKS TIRE FACT - snow tires sewer truck	01/10/2024	01/10/2024	0.00	109.95
IN7102561647	GOTOCOM*GOTOCON - GOTOCONNECT 01/2024	01/11/2024	01/11/2024	0.00	2,497.86
JBVW512	IRON MOUNTAIN - DOCUMENT STORAGE & ARCHIVING	01/22/2024	01/22/2024	0.00	1,304.07
r256412207	HOTEL*RESERVATI - SRO training PAVELKO	01/24/2024	01/24/2024	0.00	676.20
S010950664.001	CONSOLIDATED SU - MISC SUPPLIES	01/12/2024	01/12/2024	0.00	339.35
S011658921.001	CONSOLIDATED SU - MISC SUPPLIES	01/12/2024	01/12/2024	0.00	275.20
S011690677.001	CONSOLIDATED SU - MISC SUPPLIES	01/12/2024	01/12/2024	0.00	1,194.89
SI640753A	Annual Autodesk software subscription	01/12/2024	01/12/2024	0.00	6,540.54
STMNT 12/27/2023	COMCAST CABLE C - INTERNET SERVICE	01/24/2024	01/24/2024	0.00	146.13

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
POOLED CASH	Manual Bank Draft	264	2	0.00	116,792.24
	Packet Totals:	**264**	**2**	**0.00**	**116,792.24**

Cash Fund Summary

Fund	Name		Amount
999	POOLED CASH		-116,792.24
		Packet Totals:	**-116,792.24**

Battle Ground, WA

Check Register

Packet APPKT03186 - PRAP022324

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code POOLED CASH-POOLED CASH						
00667	DEFERRED COMPENSATION	02/23/2024	Bank Draft	0 00	1,653 04	DFT0002243
00702	DEPT OF RETIREMENT SYSTEMS	02/23/2024	Bank Draft	0 00	57,829 92	DFT0002244
00706	DEPT OF SOCIAL & HEALTH SERVICE	02/23/2024	Bank Draft	0 00	745 27	DFT0002245
02559	INTERNAL REVENUE SERVICE- FED T	02/23/2024	Bank Draft	0 00	91,770 54	DFT0002246
01368	LIFE INSURANCE CO OF NORTH AM	02/23/2024	Regular	0 00	1,394 05	94468
03434	MISSIONSQUARE	02/23/2024	Regular	0 00	7,070 48	94469
01528	NAVIA BENEFIT SOLUTIONS	02/23/2024	Bank Draft	0 00	918 73	DFT0002247
03461	WEALTH CARE SAVER	02/23/2024	Bank Draft	0 00	6,906 03	DFT0002248

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	2	0 00	8,464 53
Manual Checks	0	0	0 00	0 00
Voided Checks	0	0	0 00	0 00
Bank Drafts	20	6	0 00	159,823 53
EFT's	0	0	0 00	0 00
	26	**8**	**0 00**	**168,288 06**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	2/2024	168,288 06
			168,288 06

Payable # / Payable Description	Payable Type / Bank Code	Post Date	Item Date	Due Date / Reference	Discount Date	Separate Ck	1099	On Hold	Amount	Tax	Shipping	Discount	Total
Vendor 00667 - DEFERRED COMPENSATION												**Vendor Total**	**1,653 04**
INV0006680	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	1,265 00	0 00	0 00	0 00	1,265 00
457 CONTRIBUTION	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
457 CONTRIBUTION	PR	0 00	0 00	0 00	1,265 00	0 00	0 00	0 00	1,265 00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
402-0000-231-50-16	DEFERRED COMP EMPLOYEE		50 00	0%
001-0000-231-50-16	DEFERRED COMP EMPLOYEE		1,190 00	0%
410-0000-231-50-16	DEFERRED COMP EMPLOYEE		25 00	0%

INV0006681	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	388 04	0 00	0 00	0 00	388 04
457 ROTH CONT	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
457 ROTH CONT	PR	0 00	0 00	0 00	388 04	0 00	0 00	0 00	388 04

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-16	DEFERRED COMP EMPLOYEE		141 77	0%
101-0000-231-50-16	DEFERRED COMP EMPLOYEE		53 73	0%
350-0000-231-50-16	DEFERRED COMP EMPLOYEE		192 54	0%

Vendor 00687 - DEPT OF LABOR & INDUSTRIES												**Vendor Total**	**8,736 64**
INV0006682	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	378 43	0 00	0 00	0 00	378 43
L & I	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
L & I	PR	0 00	0 00	0 00	378 43	0 00	0 00	0 00	378 43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
410-0000-231-50-05	WORKERS COMP EMPLOYER		3 44	0%
402-0000-231-50-05	WORKERS COMP EMPLOYER		1 15	0%
101-0000-231-50-05	WORKERS COMP EMPLOYER		2 29	0%
411-0000-231-50-05	WORKERS COMP EMPLOYER		3 44	0%
103-0000-231-50-05	WORKERS COMP EMPLOYER		38 39	0%
001-0000-231-50-05	WORKERS COMP EMPLOYER		329 72	0%

INV0006683	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	2,971 53	0 00	0 00	0 00	2,971 53
L & I	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
L & I	PR	0 00	0 00	0 00	2,971 53	0 00	0 00	0 00	2,971 53

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
402-0000-231-50-05	WORKERS COMP EMPLOYER		574 35	0%
001-0000-231-50-05	WORKERS COMP EMPLOYER		830 84	0%
101-0000-231-50-05	WORKERS COMP EMPLOYER		304 50	0%
350-0000-231-50-05	WORKERS COMP EMPLOYER		141 28	0%
103-0000-231-50-05	WORKERS COMP EMPLOYER		243 77	0%
410-0000-231-50-05	WORKERS COMP EMPLOYER		471 12	0%
411-0000-231-50-05	WORKERS COMP EMPLOYER		405 67	0%

INV0006684	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	252 29	0 00	0 00	0 00	252 29
L & I	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
L & I	PR	0 00	0 00	0 00	252 29	0 00	0 00	0 00	252 29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
411-0000-231-50-15	WORKERS COMP EMPLOYEE		2 30	0%
410-0000-231-50-15	WORKERS COMP EMPLOYEE		2 29	0%
402-0000-231-50-15	WORKERS COMP EMPLOYEE		0 76	0%
101-0000-231-50-15	WORKERS COMP EMPLOYEE		1 53	0%
103-0000-231-50-15	WORKERS COMP EMPLOYEE		25 60	0%
001-0000-231-50-15	WORKERS COMP EMPLOYEE		219 81	0%

INV0006687	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	774 52	0 00	0 00	0 00	774 52
L & I	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
L & I	PR	0 00	0 00	0 00	774 52	0 00	0 00	0 00	774 52

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-50-15	WORKERS COMP EMPLOYEE		36 80	0%
101-0000-231-50-15	WORKERS COMP EMPLOYEE		79 36	0%
001-0000-231-50-15	WORKERS COMP EMPLOYEE		216 59	0%
103-0000-231-50-15	WORKERS COMP EMPLOYEE		63 55	0%
410-0000-231-50-15	WORKERS COMP EMPLOYEE		122 79	0%
402-0000-231-50-15	WORKERS COMP EMPLOYEE		149 68	0%
411-0000-231-50-15	WORKERS COMP EMPLOYEE		105 75	0%

INV0006693	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	3,805 05	0 00	0 00	0 00	3,805 05
L & I	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
L & I	PR	0 00	0 00	0 00	3,805 05	0 00	0 00	0 00	3,805 05

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-05	WORKERS COMP EMPLOYER		3,805 05	0%

INV0006694	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	554 82	0 00	0 00	0 00	554 82
L & I	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
L & I	PR	0 00	0 00	0 00	554 82	0 00	0 00	0 00	554 82

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-15	WORKERS COMP EMPLOYEE		554 82	0%

Vendor 00702 - DEPT OF RETIREMENT SYSTEMS **Vendor Total 57,829 92**

INV0006662	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	15,981 89	0 00	0 00	0 00	15,981 89
LEOFF 2	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
LEOFF 2	PR	0 00	0 00	0 00	15,981 89	0 00	0 00	0 00	15,981 89

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-13	RETIREMENT EMPLOYEE		15,981 89	0%

INV0006670	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	32,572 58	0 00	0 00	0 00	32,572 58
PERS 2	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 2	PR	0 00	0 00	0 00	32,572 58	0 00	0 00	0 00	32,572 58

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-50-13	RETIREMENT EMPLOYEE		869 79	0%
103-0000-231-50-13	RETIREMENT EMPLOYEE		1,732 62	0%
402-0000-231-50-13	RETIREMENT EMPLOYEE		3,700 22	0%
101-0000-231-50-13	RETIREMENT EMPLOYEE		1,789 43	0%
411-0000-231-50-13	RETIREMENT EMPLOYEE		3,173 43	0%
410-0000-231-50-13	RETIREMENT EMPLOYEE		4,012 65	0%
001-0000-231-50-13	RETIREMENT EMPLOYEE		17,294 44	0%

INV0006671	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	2,998 29	0 00	0 00	0 00	2,998 29
PERS 3	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 3	PR	0 00	0 00	0 00	2,998 29	0 00	0 00	0 00	2,998 29

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
103-0000-231-50-13	RETIREMENT EMPLOYEE		131 50	0%
101-0000-231-50-13	RETIREMENT EMPLOYEE		78 08	0%
350-0000-231-50-13	RETIREMENT EMPLOYEE		279 75	0%
001-0000-231-50-13	RETIREMENT EMPLOYEE		2,508 96	0%

INV0006672	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	53 03	0 00	0 00	0 00	53 03
PERS 3	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 3	PR	0 00	0 00	0 00	53 03	0 00	0 00	0 00	53 03

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
103-0000-231-50-13	RETIREMENT EMPLOYEE		53 03	0%

INV0006673	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	445 43	0 00	0 00	0 00	445 43
PERS 3	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 3	PR	0 00	0 00	0 00	445 43	0 00	0 00	0 00	445 43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-13	RETIREMENT EMPLOYEE		445 43	0%

INV0006674	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	1,698 19	0 00	0 00	0 00	1,698 19
PERS 3	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 3	PR	0 00	0 00	0 00	1,698 19	0 00	0 00	0 00	1,698 19

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-231-50-13	RETIREMENT EMPLOYEE		631 56	0%
103-0000-231-50-13	RETIREMENT EMPLOYEE		545 56	0%
001-0000-231-50-13	RETIREMENT EMPLOYEE		521 07	0%

INV0006675	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	3,031 08	0 00	0 00	0 00	3,031 08
PERS 3	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 3	PR	0 00	0 00	0 00	3,031 08	0 00	0 00	0 00	3,031 08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-50-13	RETIREMENT EMPLOYEE		149 77	0%
410-0000-231-50-13	RETIREMENT EMPLOYEE		49 94	0%
101-0000-231-50-13	RETIREMENT EMPLOYEE		78 02	0%
001-0000-231-50-13	RETIREMENT EMPLOYEE		2,753 35	0%

INV0006676	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	1,049 43	0 00	0 00	0 00	1,049 43
PERS 3	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PERS 3	PR	0 00	0 00	0 00	1,049 43	0 00	0 00	0 00	1,049 43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
103-0000-231-50-13	RETIREMENT EMPLOYEE		1,049 43	0%

Vendor 00706 - DEPT OF SOCIAL & HEALTH SERVICES — **Vendor Total** **745 27**

INV0006659	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	745 27	0 00	0 00	0 00	745 27
DSHS	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
DSHS	PR	0 00	0 00	0 00	745 27	0 00	0 00	0 00	745 27

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
402-0000-231-50-19	GARNISHMENT EMPLOYEE		513 10	0%
001-0000-231-50-19	GARNISHMENT EMPLOYEE		116 35	0%
103-0000-231-50-19	GARNISHMENT EMPLOYEE		15 64	0%
411-0000-231-50-19	GARNISHMENT EMPLOYEE		40 10	0%
101-0000-231-50-19	GARNISHMENT EMPLOYEE		20 11	0%
410-0000-231-50-19	GARNISHMENT EMPLOYEE		39 97	0%

Vendor 00810 - EMPLOYMENT SECURITY DEPARTMENT **Vendor Total** **2,801 81**

INV0006689	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	2,001 38	0 00	0 00	0 00	2,001 38
PFML EMPLOYEE CONTRIBUTION	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PFML EMPLOYEE CONTRIBUTION	PR	0 00	0 00	0 00	2,001 38	0 00	0 00	0 00	2,001 38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-70-02	SOCIAL SECURITY EMPLOYER		43 16	0%
410-0000-231-70-02	SOCIAL SECURITY EMPLOYER		134 82	0%
402-0000-231-70-02	SOCIAL SECURITY EMPLOYER		132 40	0%
101-0000-231-70-02	SOCIAL SECURITY EMPLOYER		83 02	0%
103-0000-231-70-02	SOCIAL SECURITY EMPLOYER		102 95	0%
411-0000-231-70-02	SOCIAL SECURITY EMPLOYER		105 57	0%
001-0000-231-70-02	SOCIAL SECURITY EMPLOYER		1,399 46	0%

INV0006691	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	800 43	0 00	0 00	0 00	800 43
PFML EMPLOYER CONTRIBUTION	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PFML EMPLOYER CONTRIBUTION	PR	0 00	0 00	0 00	800 43	0 00	0 00	0 00	800 43

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
410-0000-231-70-02	SOCIAL SECURITY EMPLOYER		53 92	0%
350-0000-231-70-02	SOCIAL SECURITY EMPLOYER		17 26	0%
101-0000-231-70-02	SOCIAL SECURITY EMPLOYER		33 19	0%
103-0000-231-70-02	SOCIAL SECURITY EMPLOYER		41 16	0%
402-0000-231-70-02	SOCIAL SECURITY EMPLOYER		52 94	0%
001-0000-231-70-02	SOCIAL SECURITY EMPLOYER		559 75	0%
411-0000-231-70-02	SOCIAL SECURITY EMPLOYER		42 21	0%

Vendor 00812 - EMPLOYMENT SECURITY DEPT **Vendor Total** **1,560 49**

INV0006692	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	1,560 49	0 00	0 00	0 00	1,560 49
WA CARES FUND	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
WA CARES FUND	PR	0 00	0 00	0 00	1,560 49	0 00	0 00	0 00	1,560 49

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-70-02	SOCIAL SECURITY EMPLOYER		18 56	0%
402-0000-231-70-02	SOCIAL SECURITY EMPLOYER		120 18	0%
411-0000-231-70-02	SOCIAL SECURITY EMPLOYER		103 48	0%
101-0000-231-70-02	SOCIAL SECURITY EMPLOYER		79 48	0%
410-0000-231-70-02	SOCIAL SECURITY EMPLOYER		120 15	0%
103-0000-231-70-02	SOCIAL SECURITY EMPLOYER		86 91	0%
001-0000-231-70-02	SOCIAL SECURITY EMPLOYER		1,031 73	0%

Vendor 00811 - EMPLOYMENT SECURITY DEPT — **Vendor Total** **721 36**

INV0006686	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	721 36	0 00	0 00	0 00	721 36
UNEMPLOYMENT	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
UNEMPLOYMENT	PR	0 00	0 00	0 00	721 36	0 00	0 00	0 00	721 36

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
411-0000-231-50-07	UNEMPLOYMENT EMPLOYER		38 72	0%
350-0000-231-50-07	UNEMPLOYMENT EMPLOYER		16 34	0%
402-0000-231-50-07	UNEMPLOYMENT EMPLOYER		48 46	0%
410-0000-231-50-07	UNEMPLOYMENT EMPLOYER		47 50	0%
101-0000-231-50-07	UNEMPLOYMENT EMPLOYER		29 28	0%
103-0000-231-50-07	UNEMPLOYMENT EMPLOYER		37 61	0%
001-0000-231-50-07	UNEMPLOYMENT EMPLOYER		503 45	0%

Vendor 02559 - INTERNAL REVENUE SERVICE- FED TAXES — **Vendor Total** **91,770 54**

INV0006685	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	10,916 96	0 00	0 00	0 00	10,916 96
MEDICARE	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
MEDICARE	PR	0 00	0 00	0 00	10,916 96	0 00	0 00	0 00	10,916 96

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
402-0000-231-70-02	SOCIAL SECURITY EMPLOYER		720 16	0%
411-0000-231-70-02	SOCIAL SECURITY EMPLOYER		576 34	0%
350-0000-231-70-02	SOCIAL SECURITY EMPLOYER		234 76	0%
101-0000-231-70-02	SOCIAL SECURITY EMPLOYER		450 72	0%
103-0000-231-70-02	SOCIAL SECURITY EMPLOYER		560 14	0%
001-0000-231-70-02	SOCIAL SECURITY EMPLOYER		7,638 62	0%
410-0000-231-70-02	SOCIAL SECURITY EMPLOYER		736 22	0%

INV0006688	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	46,679 78	0 00	0 00	0 00	46,679 78
SOCIAL SECURITY	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
SOCIAL SECURITY	PR	0 00	0 00	0 00	46,679 78	0 00	0 00	0 00	46,679 78

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-70-02	SOCIAL SECURITY EMPLOYER		1,003 72	0%
411-0000-231-70-02	SOCIAL SECURITY EMPLOYER		2,464 80	0%
101-0000-231-70-02	SOCIAL SECURITY EMPLOYER		1,927 04	0%
001-0000-231-70-02	SOCIAL SECURITY EMPLOYER		32,661 78	0%
402-0000-231-70-02	SOCIAL SECURITY EMPLOYER		3,079 38	0%
103-0000-231-70-02	SOCIAL SECURITY EMPLOYER		2,395 30	0%
410-0000-231-70-02	SOCIAL SECURITY EMPLOYER		3,147 76	0%

INV0006690	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	34,173 80	0 00	0 00	0 00	34,173 80
FEDERAL WH TAXES	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
FEDERAL WH TAXES	PR	0 00	0 00	0 00	34,173 80	0 00	0 00	0 00	34,173 80

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
411-0000-231-70-10	FED WITHHOLDING EMPLOYEE		1,769 85	0%
350-0000-231-70-10	FED WITHHOLDING EMPLOYEE		749 94	0%
103-0000-231-70-10	FED WITHHOLDING EMPLOYEE		1,729 11	0%
410-0000-231-70-10	FED WITHHOLDING EMPLOYEE		2,123 60	0%
402-0000-231-70-10	FED WITHHOLDING EMPLOYEE		2,116 19	0%
001-0000-231-70-10	FED WITHHOLDING EMPLOYEE		24,136 82	0%
101-0000-231-70-10	FED WITHHOLDING EMPLOYEE		1,548 29	0%

Vendor 01368 - LIFE INSURANCE CO OF NORTH AMERICA — **Vendor Total** **1,394 05**

INV0006663	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	39 12	0 00	0 00	0 00	39 12
PREMIUMS	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PREMIUMS	PR	0 00	0 00	0 00	39 12	0 00	0 00	0 00	39 12

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-04	GROUP INSURANCE EMPLOYER		39 12	0%

INV0006664	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	378 73	0 00	0 00	0 00	378 73
PREMIUMS	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PREMIUMS	PR	0 00	0 00	0 00	378 73	0 00	0 00	0 00	378 73

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-04	GROUP INSURANCE EMPLOYER		378 73	0%

INV0006665	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	608 12	0 00	0 00	0 00	608 12
PREMIUMS	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PREMIUMS	PR	0 00	0 00	0 00	608 12	0 00	0 00	0 00	608 12

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
103-0000-231-50-04	GROUP INSURANCE EMPLOYER		21 07	0%
350-0000-231-50-04	GROUP INSURANCE EMPLOYER		31 02	0%
411-0000-231-50-04	GROUP INSURANCE EMPLOYER		21 48	0%
001-0000-231-50-04	GROUP INSURANCE EMPLOYER		425 57	0%
410-0000-231-50-04	GROUP INSURANCE EMPLOYER		31 69	0%
402-0000-231-50-04	GROUP INSURANCE EMPLOYER		54 20	0%
101-0000-231-50-04	GROUP INSURANCE EMPLOYER		23 09	0%

INV0006666	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	368 08	0 00	0 00	0 00	368 08
PREMIUMS	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
PREMIUMS	PR	0 00	0 00	0 00	368 08	0 00	0 00	0 00	368 08

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
411-0000-231-50-04	GROUP INSURANCE EMPLOYER		50 92	0%
402-0000-231-50-04	GROUP INSURANCE EMPLOYER		34 29	0%
001-0000-231-50-04	GROUP INSURANCE EMPLOYER		144 79	0%
410-0000-231-50-04	GROUP INSURANCE EMPLOYER		64 33	0%
101-0000-231-50-04	GROUP INSURANCE EMPLOYER		36 52	0%
103-0000-231-50-04	GROUP INSURANCE EMPLOYER		37 23	0%

Vendor 03434 - MISSIONSQUARE **Vendor Total 7,070 48**

INV0006667	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	4,250 00	0 00	0 00	0 00	4,250 00
457 CONTRIBUTION	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
457 CONTRIBUTION	PR	0 00	0 00	0 00	4,250 00	0 00	0 00	0 00	4,250 00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
103-0000-231-50-16	DEFERRED COMP EMPLOYEE		382 50	0%
411-0000-231-50-16	DEFERRED COMP EMPLOYEE		226 50	0%
410-0000-231-50-16	DEFERRED COMP EMPLOYEE		349 00	0%
402-0000-231-50-16	DEFERRED COMP EMPLOYEE		1,001 50	0%
101-0000-231-50-16	DEFERRED COMP EMPLOYEE		290 50	0%
001-0000-231-50-16	DEFERRED COMP EMPLOYEE		2,000 00	0%

INV0006668	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	2,820 48	0 00	0 00	0 00	2,820 48
457 CONTRIBUTION	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
457 CONTRIBUTION	PR	0 00	0 00	0 00	2,820 48	0 00	0 00	0 00	2,820 48

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
410-0000-231-50-16	DEFERRED COMP EMPLOYEE		16 17	0%
411-0000-231-50-16	DEFERRED COMP EMPLOYEE		43 86	0%
103-0000-231-50-16	DEFERRED COMP EMPLOYEE		28 38	0%
101-0000-231-50-16	DEFERRED COMP EMPLOYEE		97 21	0%
402-0000-231-50-16	DEFERRED COMP EMPLOYEE		116 03	0%
001-0000-231-50-16	DEFERRED COMP EMPLOYEE		2,518 83	0%

Vendor 01528 - NAVIA BENEFIT SOLUTIONS **Vendor Total** **918 73**

INV0006660	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	208 33	0 00	0 00	0 00	208 33
FLEX DEP CARE	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
FLEX DEP CARE	PR	0 00	0 00	0 00	208 33	0 00	0 00	0 00	208 33

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		37 50	0%
411-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		37 49	0%
402-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		29 17	0%
410-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		47 92	0%
001-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		56 25	0%

INV0006661	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	710 40	0 00	0 00	0 00	710 40
FSA	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
FSA	PR	0 00	0 00	0 00	710 40	0 00	0 00	0 00	710 40

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
350-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		71 74	0%
410-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		39 80	0%
411-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		24 99	0%
001-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		573 87	0%

Vendor 03461 - WEALTH CARE SAVER — **Vendor Total** **6,906 03**

INV0006669	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	1,889 00	0 00	0 00	0 00	1,889 00
HSA	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
HSA	PR	0 00	0 00	0 00	1,889 00	0 00	0 00	0 00	1,889 00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
101-0000-231-50-21	HSA EMPLOYEE		95 08	0%
410-0000-231-50-21	HSA EMPLOYEE		155 34	0%
411-0000-231-50-21	HSA EMPLOYEE		122 36	0%
402-0000-231-50-21	HSA EMPLOYEE		336 65	0%
001-0000-231-50-21	HSA EMPLOYEE		1,179 57	0%

INV0006677	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	511 54	0 00	0 00	0 00	511 54
HSA	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
HSA	PR	0 00	0 00	0 00	511 54	0 00	0 00	0 00	511 54

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-21	HSA EMPLOYEE		511 54	0%

INV0006678	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	2,177 49	0 00	0 00	0 00	2,177 49
HSA	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
HSA	PR	0 00	0 00	0 00	2,177 49	0 00	0 00	0 00	2,177 49

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-0000-231-50-21	HSA EMPLOYEE		2,177 49	0%

INV0006679	Invoice	2/23/2024	2/23/2024	2/23/2024	2/23/2024	No	No	No	2,328 00	0 00	0 00	0 00	2,328 00
HSA	POOLED CASH - POOLED CASH												

Items

Item Description	Commodity	Use Tax	Units	Price	Amount	Tax	Shipping	Discount	Total
HSA	PR	0 00	0 00	0 00	2,328 00	0 00	0 00	0 00	2,328 00

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
402-0000-231-50-21	HSA EMPLOYEE		30 91	0%
411-0000-231-50-21	HSA EMPLOYEE		226 51	0%
001-0000-231-50-21	HSA EMPLOYEE		680 65	0%
410-0000-231-50-21	HSA EMPLOYEE		356 54	0%
101-0000-231-50-21	HSA EMPLOYEE		518 15	0%
103-0000-231-50-21	HSA EMPLOYEE		515 24	0%

Payable Summary

Type	Count	Gross	Tax	Shipping	Discount	Total	Manual Payment	Balance
Invoice	36	182,108 36	0 00	0 00	0 00	182,108 36	0 00	182,108 36
	Grand Total	**182,108 36**	**0 00**	**0 00**	**0 00**	**182,108 36**	**0 00**	**182,108 36**

Account Summary

Account	Name	Amount
001-0000-231-50-04	GROUP INSURANCE EMPLOYER	988 21
001-0000-231-50-05	WORKERS COMP EMPLOYER	4,965 61
001-0000-231-50-07	UNEMPLOYMENT EMPLOYER	503 45
001-0000-231-50-13	RETIREMENT EMPLOYEE	39,505 14
001-0000-231-50-14	INS DEDUCTIONS EMPLOYEE	630 12
001-0000-231-50-15	WORKERS COMP EMPLOYEE	991 22
001-0000-231-50-16	DEFERRED COMP EMPLOYEE	5,850 60
001-0000-231-50-19	GARNISHMENT EMPLOYEE	116 35
001-0000-231-50-21	HSA EMPLOYEE	4,549 25
001-0000-231-70-02	SOCIAL SECURITY EMPLOYER	43,291 34
001-0000-231-70-10	FED WITHHOLDING EMPLOYEE	24,136 82
	Total	**125,528 11**

Account	Name	Amount
101-0000-231-50-04	GROUP INSURANCE EMPLOYER	59 61
101-0000-231-50-05	WORKERS COMP EMPLOYER	306 79
101-0000-231-50-07	UNEMPLOYMENT EMPLOYER	29 28
101-0000-231-50-13	RETIREMENT EMPLOYEE	2,577 09
101-0000-231-50-14	INS DEDUCTIONS EMPLOYEE	37 50
101-0000-231-50-15	WORKERS COMP EMPLOYEE	80 89
101-0000-231-50-16	DEFERRED COMP EMPLOYEE	441 44
101-0000-231-50-19	GARNISHMENT EMPLOYEE	20 11
101-0000-231-50-21	HSA EMPLOYEE	613 23
101-0000-231-70-02	SOCIAL SECURITY EMPLOYER	2,573 45
101-0000-231-70-10	FED WITHHOLDING EMPLOYEE	1,548 29
	Total	**8,287 68**

Account	Name	Amount
103-0000-231-50-04	GROUP INSURANCE EMPLOYER	58 30
103-0000-231-50-05	WORKERS COMP EMPLOYER	282 16

Account Summary

Account	Name	Amount
103-0000-231-50-07	UNEMPLOYMENT EMPLOYER	37 61
103-0000-231-50-13	RETIREMENT EMPLOYEE	3,512 14
103-0000-231-50-15	WORKERS COMP EMPLOYEE	89 15
103-0000-231-50-16	DEFERRED COMP EMPLOYEE	410 88
103-0000-231-50-19	GARNISHMENT EMPLOYEE	15 64
103-0000-231-50-21	HSA EMPLOYEE	515 24
103-0000-231-70-02	SOCIAL SECURITY EMPLOYER	3,186 46
103-0000-231-70-10	FED WITHHOLDING EMPLOYEE	1,729 11
	Total	**9,836 69**

Account	Name	Amount
350-0000-231-50-04	GROUP INSURANCE EMPLOYER	31 02
350-0000-231-50-05	WORKERS COMP EMPLOYER	141 28
350-0000-231-50-07	UNEMPLOYMENT EMPLOYER	16 34
350-0000-231-50-13	RETIREMENT EMPLOYEE	1,299 31
350-0000-231-50-14	INS DEDUCTIONS EMPLOYEE	71 74
350-0000-231-50-15	WORKERS COMP EMPLOYEE	36 80
350-0000-231-50-16	DEFERRED COMP EMPLOYEE	192 54
350-0000-231-70-02	SOCIAL SECURITY EMPLOYER	1,317 46
350-0000-231-70-10	FED WITHHOLDING EMPLOYEE	749 94
	Total	**3,856 43**

Account	Name	Amount
402-0000-231-50-04	GROUP INSURANCE EMPLOYER	88 49
402-0000-231-50-05	WORKERS COMP EMPLOYER	575 50
402-0000-231-50-07	UNEMPLOYMENT EMPLOYER	48 46
402-0000-231-50-13	RETIREMENT EMPLOYEE	3,700 22
402-0000-231-50-14	INS DEDUCTIONS EMPLOYEE	29 17
402-0000-231-50-15	WORKERS COMP EMPLOYEE	150 44
402-0000-231-50-16	DEFERRED COMP EMPLOYEE	1,167 53

Account Summary

Account	Name		Amount
402-0000-231-50-19	GARNISHMENT EMPLOYEE		513 10
402-0000-231-50-21	HSA EMPLOYEE		367 56
402-0000-231-70-02	SOCIAL SECURITY EMPLOYER		4,105 06
402-0000-231-70-10	FED WITHHOLDING EMPLOYEE		2,116 19
		Total	**12,861 72**

Account	Name		Amount
410-0000-231-50-04	GROUP INSURANCE EMPLOYER		96 02
410-0000-231-50-05	WORKERS COMP EMPLOYER		474 56
410-0000-231-50-07	UNEMPLOYMENT EMPLOYER		47 50
410-0000-231-50-13	RETIREMENT EMPLOYEE		4,062 59
410-0000-231-50-14	INS DEDUCTIONS EMPLOYEE		87 72
410-0000-231-50-15	WORKERS COMP EMPLOYEE		125 08
410-0000-231-50-16	DEFERRED COMP EMPLOYEE		390 17
410-0000-231-50-19	GARNISHMENT EMPLOYEE		39 97
410-0000-231-50-21	HSA EMPLOYEE		511 88
410-0000-231-70-02	SOCIAL SECURITY EMPLOYER		4,192 87
410-0000-231-70-10	FED WITHHOLDING EMPLOYEE		2,123 60
		Total	**12,151 96**

Account	Name	Amount
411-0000-231-50-04	GROUP INSURANCE EMPLOYER	72 40
411-0000-231-50-05	WORKERS COMP EMPLOYER	409 11
411-0000-231-50-07	UNEMPLOYMENT EMPLOYER	38 72
411-0000-231-50-13	RETIREMENT EMPLOYEE	3,173 43
411-0000-231-50-14	INS DEDUCTIONS EMPLOYEE	62 48
411-0000-231-50-15	WORKERS COMP EMPLOYEE	108 05
411-0000-231-50-16	DEFERRED COMP EMPLOYEE	270 36
411-0000-231-50-19	GARNISHMENT EMPLOYEE	40 10
411-0000-231-50-21	HSA EMPLOYEE	348 87

Account Summary

Account	Name		Amount
411-0000-231-70-02	SOCIAL SECURITY EMPLOYER		3,292 40
411-0000-231-70-10	FED WITHHOLDING EMPLOYEE		1,769 85
		Total	**9,585 77**

Check Register

Battle Ground, WA

Packet: APPKT03199 - R AP 02/26/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00284	BEST WESTERN BATTLE GROUND	03/01/2024	Regular	0.00	2,356.10	94470
00334	BROADCAST MUSIC INC	03/01/2024	Regular	0.00	435.00	94471
00444	CHRISTENSON ELECTRIC, INC	03/01/2024	Regular	0.00	84.36	94472
01497	CONSOR NORTH AMERICA INC	03/01/2024	Regular	0.00	3,186.50	94473
03847	COPPER MECHANICAL	03/01/2024	Regular	0.00	100.00	94474
03710	CUSTOM TOWING	03/01/2024	Regular	0.00	205.66	94475
00684	DEPT OF HEALTH	03/01/2024	Regular	0.00	8,050.00	94476
03262	DOWL, LLC	03/01/2024	Regular	0.00	3,675.00	94477
00819	ENTENMANN-ROVIN CO.	03/01/2024	Regular	0.00	139.25	94478
00846	EXECUTIVE INFORMATION SERVICES	03/01/2024	Regular	0.00	597.30	94479
03835	FREEDOM TOWING & TRANSPORT LI	03/01/2024	Regular	0.00	3,861.82	94480
03848	GAUGHAN, SHARON	03/01/2024	Regular	0.00	350.00	94481
03770	HALILI, ELIZABETH	03/01/2024	Regular	0.00	48.29	94482
01019	HARPER HOUF PETERSON RIGHELLIS	03/01/2024	Regular	0.00	35,696.25	94483
03156	HID GLOBAL CORPORATION	03/01/2024	Regular	0.00	547.34	94484
01242	KAISER PERMANENTE	03/01/2024	Regular	0.00	528.00	94485
01312	LAKESIDE INDUSTRIES	03/01/2024	Regular	0.00	1,027.71	94486
03189	LINDBERG ELECTRIC LLC	03/01/2024	Regular	0.00	6,070.74	94487
02988	MARTA L. OCHOA-RUTHERFORD	03/01/2024	Regular	0.00	130.00	94488
01447	METROWATCH	03/01/2024	Regular	0.00	651.00	94489
03543	NORTHWEST COORDINATING COMM	03/01/2024	Regular	0.00	457.50	94490
01677	PACIFIC BREEZE PRODUCTS, INC	03/01/2024	Regular	0.00	79.80	94491
01728	PBS ENGINEERING & ENVIRONMENT	03/01/2024	Regular	0.00	28,708.02	94492
01768	PLATT	03/01/2024	Regular	0.00	96.12	94493
01907	RICOH USA INC	03/01/2024	Regular	0.00	74.83	94494
01973	SCOTT, ROBERT	03/01/2024	Regular	0.00	55.52	94495
03611	TERRACON CONSULTANTS, INC	03/01/2024	Regular	0.00	3,138.25	94496
02319	VAN CLEAVE & ASSOCIATES, LLC	03/01/2024	Regular	0.00	160.00	94497
02510	WIRE WORKS LLC	03/01/2024	Regular	0.00	1,964.42	94498

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	37	29	0.00	102,474.78
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
	37	**29**	**0.00**	**102,474.78**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2024	102,474.78
			102,474.78

Battle Ground, WA

Expense Approval Register

Packet: APPKT03199 - R AP 02/26/2024

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: BEST WESTERN BATTLE GROUND							
94470	CK REQ 02/20/2024	02/01/2024	LODGING TAX REIMBURSE...	108-0000-557-30-41	TOURISM PROMOTION		2,356.10
					Vendor BEST WESTERN BATTLE GROUND Total:		**2,356.10**
Vendor: BROADCAST MUSIC INC							
94471	51869454	02/02/2024	2024 BROADCAST MUSIC FEE	103-0035-576-80-41	PROFESSIONAL SERVICES		435.00
					Vendor BROADCAST MUSIC INC Total:		**435.00**
Vendor: CHRISTENSON ELECTRIC, INC							
94472	442392	12/31/2023	TERRACE PS LIGHTING; LEW...	411-0000-535-00-48	REPAIRS AND MAINTENANCE		84.36
					Vendor CHRISTENSON ELECTRIC, INC Total:		**84.36**
Vendor: CONSOR NORTH AMERICA INC							
94473	N203012WA.00-27	12/31/2023	92ND AVE PUMP STATION -...	411-0000-594-35-62	OTHER IMPROVEMENTS	21-00179	2,416.00
94473	N203012WA.00-26	12/31/2023	92ND AVE PUMP STATION -...	411-0000-594-35-62	OTHER IMPROVEMENTS	21-00179	770.50
					Vendor CONSOR NORTH AMERICA INC Total:		**3,186.50**
Vendor: COPPER MECHANICAL							
94474	R00248533	02/16/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		100.00
					Vendor COPPER MECHANICAL Total:		**100.00**
Vendor: CUSTOM TOWING							
94475	60517	02/21/2024	TOWING - #506	001-4522-521-20-41	PROFESSIONAL SERVICES		205.66
					Vendor CUSTOM TOWING Total:		**205.66**
Vendor: DEPT OF HEALTH							
94476	04700 5 2024	02/26/2024	ANNUAL PERMIT	410-0000-534-00-41	PROFESSIONAL SERVICES	24-00025	8,050.00
					Vendor DEPT OF HEALTH Total:		**8,050.00**
Vendor: DOWL, LLC							
94477	2671.80599.01-7	01/27/2024	SW 20TH AVE NON-MOTOR...	350-0000-595-30-60	OTHER IMPROVEMENTS	23-00082	3,675.00
					Vendor DOWL, LLC Total:		**3,675.00**
Vendor: ENTENMANN-ROVIN CO.							
94478	0179549-IN	02/20/2024	LIEUTENANT BADGE	001-0000-231-70-00	ACCRUED TAXES		-11.98
94478	0179549-IN	02/20/2024	LIEUTENANT BADGE	001-4522-521-20-37	UNIFORMS AND EQUIPMENT		151.23
					Vendor ENTENMANN-ROVIN CO. Total:		**139.25**
Vendor: EXECUTIVE INFORMATION SERVICES, INC							
94479	EISXT0000249	02/14/2024	DATA PURGE SERVICES	001-4522-521-20-41	PROFESSIONAL SERVICES		597.30
					Vendor EXECUTIVE INFORMATION SERVICES, INC Total:		**597.30**
Vendor: FREEDOM TOWING & TRANSPORT LLC							
94480	2963	02/15/2024	TRAFFIC COLLISION ASSIST...	001-4522-521-20-41	PROFESSIONAL SERVICES		1,930.91

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
94480	2964	02/15/2024	TRAFFIC COLLISION ASSIST...	001-4522-521-20-41	PROFESSIONAL SERVICES		1,930.91
					Vendor FREEDOM TOWING & TRANSPORT LLC Total:		**3,861.82**
Vendor: GAUGHAN, SHARON							
94481	R00255307	02/20/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		350.00
					Vendor GAUGHAN, SHARON Total:		**350.00**
Vendor: HALILI, ELIZABETH							
94482	EXP CLAIM 02/21/2024	02/21/2024	CITY CLERK TRAINING COUR...	001-0000-231-70-00	ACCRUED TAXES		-0.36
94482	EXP CLAIM 02/21/2024	02/21/2024	CITY CLERK TRAINING COUR...	001-2010-513-10-43	TRAINING AND TRAVEL		48.65
					Vendor HALILI, ELIZABETH Total:		**48.29**
Vendor: HARPER HOUF PETERSON RIGHELLIS INC							
94483	57968	12/31/2023	STRUCTURAL REVIEW SERVI...	001-5860-558-50-41	PROFESSIONAL SERVICES		18,077.50
94483	57242	12/31/2023	STRUCTURAL REVIEW SERVI...	001-5860-558-50-41	PROFESSIONAL SERVICES		17,618.75
					Vendor HARPER HOUF PETERSON RIGHELLIS INC Total:		**35,696.25**
Vendor: HID GLOBAL CORPORATION							
94484	13402015194	12/31/2023	CMT ADVANTAGE - LIVESC...	001-4522-521-20-41	PROFESSIONAL SERVICES		547.34
					Vendor HID GLOBAL CORPORATION Total:		**547.34**
Vendor: KAISER PERMANENTE							
94485	002402 2023	12/31/2023	DOT/CDL, EXAMS & IMMUN...	101-0000-542-30-41	PROFESSIONAL SERVICES		95.00
94485	002402 2023	12/31/2023	DOT/CDL, EXAMS & IMMUN...	410-0000-534-00-41	PROFESSIONAL SERVICES		125.00
94485	002402 2023	12/31/2023	DOT/CDL, EXAMS & IMMUN...	411-0000-535-00-41	PROFESSIONAL SERVICES		50.00
94485	002402 2024	02/01/2024	DOT/CDL, EXAMS & IMMUN...	001-4522-521-20-41	PROFESSIONAL SERVICES		70.00
94485	002402 2024	02/01/2024	DOT/CDL, EXAMS & IMMUN...	101-0000-542-30-41	PROFESSIONAL SERVICES		50.00
94485	002402 2024	02/01/2024	DOT/CDL, EXAMS & IMMUN...	103-0020-576-90-41	PROFESSIONAL SERVICES		138.00
					Vendor KAISER PERMANENTE Total:		**528.00**
Vendor: LAKESIDE INDUSTRIES							
94486	259660	02/10/2024	EZ STREET ASPHALT	101-0000-542-30-36	OPERATING SUPPLIES		1,027.71
					Vendor LAKESIDE INDUSTRIES Total:		**1,027.71**
Vendor: LINDBERG ELECTRIC LLC							
94487	2137	02/15/2024	COMMUNITY CENTER CAM...	103-0020-576-90-48	REPAIRS AND MAINTENANCE		6,070.74
					Vendor LINDBERG ELECTRIC LLC Total:		**6,070.74**
Vendor: MARTA L. OCHOA-RUTHERFORD							
94488	600	02/15/2024	COURT INTERPRETER SERVI...	001-1550-512-52-41	INTERPRETER		130.00
					Vendor MARTA L. OCHOA-RUTHERFORD Total:		**130.00**
Vendor: METROWATCH							
94489	73980	02/10/2024	COURT BAILIFF SERVICE 02/...	001-1550-512-51-41	PROFESSIONAL SERVICES		651.00
					Vendor METROWATCH Total:		**651.00**
Vendor: NORTHWEST COORDINATING COMMITTEE							
94490	R00244156	02/20/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		500.00
94490	R00244156	02/20/2024	CUSTOMER REFUND	103-0000-362-90-00	COMMUNITY CENTER REVE...		-42.50
					Vendor NORTHWEST COORDINATING COMMITTEE Total:		**457.50**

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: PACIFIC BREEZE PRODUCTS, INC							
94491	4758031	01/30/2024	MISC SUPPLIES	411-0000-535-03-48	BLDG OPERATIONS AND MA...		79.80
					Vendor PACIFIC BREEZE PRODUCTS, INC Total:		**79.80**
Vendor: PBS ENGINEERING & ENVIRONMENTAL INC							
94492	0078094.000-9	01/26/2024	SR 503-NW Onsdorff Blvd. I...	350-0000-595-30-60	OTHER IMPROVEMENTS	23-00060	9,665.00
94492	0073654.000-1	12/31/2023	NW 5th Street: Geotechnical..	350-0000-595-30-60	OTHER IMPROVEMENTS	24-00021	2,067.82
94492	0073654.000-2	01/31/2024	NW 5th Street: Geotechnical..	350-0000-595-30-60	OTHER IMPROVEMENTS	24-00021	16,975.20
					Vendor PBS ENGINEERING & ENVIRONMENTAL INC Total:		**28,708.02**
Vendor: PLATT							
94493	4U05493	02/02/2024	LED COB LIGHT - SEWER	411-0000-535-00-48	REPAIRS AND MAINTENANCE		42.86
94493	4U96168	02/02/2024	CADET SINGLE-POLE THER...	411-0000-535-00-48	REPAIRS AND MAINTENANCE		-24.21
94493	4U96290	02/02/2024	PROGRAMMABLE TIMER SW..	411-0000-535-00-48	REPAIRS AND MAINTENANCE		77.47
					Vendor PLATT Total:		**96.12**
Vendor: RICOH USA INC							
94494	5068937144	02/09/2024	COPIES - OPS	411-0000-535-00-39	SHARED OFFICE SUPPLIES		74.83
					Vendor RICOH USA INC Total:		**74.83**
Vendor: SCOTT, ROBERT							
94495	EXP CLAIM 02/15/2024	02/15/2024	MEALS - CJTC MOCK SCENES	001-4522-521-20-43	TRAINING AND TRAVEL		55.52
					Vendor SCOTT, ROBERT Total:		**55.52**
Vendor: TERRACON CONSULTANTS, INC							
94496	TK50565	12/26/2023	503/502 INTERSECTION IMP...	350-0000-595-30-60	OTHER IMPROVEMENTS	23-00067	3,138.25
					Vendor TERRACON CONSULTANTS, INC Total:		**3,138.25**
Vendor: VAN CLEAVE & ASSOCIATES, LLC							
94497	3A0520539 01/20/2024	01/20/2024	PUBLIC DEFENSE INVESTIGA...	001-1550-512-53-41	PUBLIC DEFENDER		160.00
					Vendor VAN CLEAVE & ASSOCIATES, LLC Total:		**160.00**
Vendor: WIRE WORKS LLC							
94498	16125 B	12/31/2023	VEHICLE OUTFITTING - #502	001-0000-231-70-00	ACCRUED TAXES		-23.11
94498	16125 B	12/31/2023	VEHICLE OUTFITTING - #502	501-0000-594-18-64	CAPITAL EQUIPMENT		1,987.53
					Vendor WIRE WORKS LLC Total:		**1,964.42**
					Grand Total:		**102,474.78**

Fund Summary

Fund	Expense Amount
001 - GENERAL	43,089.32
101 - STREET	1,172.71
103 - PARKS	6,601.24
108 - LODGING TAX	2,356.10
350 - CAPITAL PROJECT	35,521.27
410 - WATER	8,175.00
411 - SEWER	3,571.61
501 - VEHICLE RENTAL AND REPLACEMENT	1,987.53
Grand Total:	**102,474.78**

Account Summary

Account Number	Account Name	Expense Amount
001-0000-231-70-00	ACCRUED TAXES	-35.45
001-0000-239-10-00	CUSTOMER DEPOSITS	950.00
001-1550-512-51-41	PROFESSIONAL SERVICES	651.00
001-1550-512-52-41	INTERPRETER	130.00
001-1550-512-53-41	PUBLIC DEFENDER	160.00
001-2010-513-10-43	TRAINING AND TRAVEL	48.65
001-4522-521-20-37	UNIFORMS AND EQUIP…	151.23
001-4522-521-20-41	PROFESSIONAL SERVICES	5,282.12
001-4522-521-20-43	TRAINING AND TRAVEL	55.52
001-5860-558-50-41	PROFESSIONAL SERVICES	35,696.25
101-0000-542-30-36	OPERATING SUPPLIES	1,027.71
101-0000-542-30-41	PROFESSIONAL SERVICES	145.00
103-0000-362-90-00	COMMUNITY CENTER R…	-42.50
103-0020-576-90-41	PROFESSIONAL SERVICES	138.00
103-0020-576-90-48	REPAIRS AND MAINTEN…	6,070.74
103-0035-576-80-41	PROFESSIONAL SERVICES	435.00
108-0000-557-30-41	TOURISM PROMOTION	2,356.10
350-0000-595-30-60	OTHER IMPROVEMENTS	35,521.27
410-0000-534-00-41	PROFESSIONAL SERVICES	8,175.00
411-0000-535-00-39	SHARED OFFICE SUPPLIES	74.83
411-0000-535-00-41	PROFESSIONAL SERVICES	50.00
411-0000-535-00-48	REPAIRS AND MAINTEN…	180.48
411-0000-535-03-48	BLDG OPERATIONS AND…	79.80
411-0000-594-35-62	OTHER IMPROVEMENTS	3,186.50
501-0000-594-18-64	CAPITAL EQUIPMENT	1,987.53
	Grand Total:	**102,474.78**

Project Account Summary

Project Account Key		Expense Amount
None		63,767.01
141640		3,138.25
151040		19,043.02
202540		3,186.50
232540		9,665.00
232760		3,675.00
	Grand Total:	**102,474.78**

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE MATERIALS HAVE BEEN FURNISHED, SERVICES RENDERED, OR THE LABOR PERFORMED AND THAT THE CLAIM IS A JUST, DUE AND UNPAID OBLIGATION AGAINST THE CITY OF BATTLE GROUND TO THE BEST OF MY KNOWLEDGE; AND THAT I AM AUTHORIZED TO AUTHENTICATE AND CERTIFY THAT CLAIM.

Meagan Lowery
FINANCE DIRECTOR

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 $223,390.93 ON THIS, THE 4TH DAY OF MARCH, 2024.

	ACCTG DATE	AMOUNT	
94499-94541	03/04/2024	$ 223,390.93	REGULAR AP
		$ 223,390.93	



Battle Ground, WA

Check Register

Packet: APPKT03214 - R AP 03/04/2024

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00060	ADVANTAGE POLYGRAPH SERVICES	03/04/2024	Regular	0.00	700.00	94499
00147	ANDREW W. WHEELER	03/04/2024	Regular	0.00	5,200.00	94500
00351	BUILDING MAINTENANCE SOLUTION	03/04/2024	Regular	0.00	150.00	94501
00393	CASCADE COLUMBIA DISTRIBUTION	03/04/2024	Regular	0.00	4,855.88	94502
00512	CLARK COUNTY TREASURER	03/04/2024	Regular	0.00	72.09	94503
00515	CLARK PUBLIC UTILITIES	03/04/2024	Regular	0.00	38,655.91	94504
01497	CONSOR NORTH AMERICA INC	03/04/2024	Regular	0.00	4,269.60	94505
03155	CONSTRUCTION REPAIR SERVICES	03/04/2024	Regular	0.00	173.37	94506
03851	CORDELL, KENNETH	03/04/2024	Regular	0.00	600.00	94507
02557	CORE & MAIN LP	03/04/2024	Regular	0.00	582.94	94508
00712	DEPT OF TRANSPORTATION	03/04/2024	Regular	0.00	31.32	94509
00736	DKS ASSOCIATES	03/04/2024	Regular	0.00	245.00	94510
00778	ECOLOGICAL LAND SERVICES, INC	03/04/2024	Regular	0.00	809.50	94511
03784	EVERGREEN ITS, INC	03/04/2024	Regular	0.00	14,270.04	94512
03845	FINNERY CONSTRUCTION INC	03/04/2024	Regular	0.00	36,260.00	94513
03859	FLYNN, DENNIS	03/04/2024	Regular	0.00	738.55	94514
03857	HENRY, STEPHANIE	03/04/2024	Regular	0.00	1,000.00	94515
01192	J2 BLUE PRINT SUPPLY CO	03/04/2024	Regular	0.00	239.40	94516
03415	KARMY LAW OFFICE, PLLC	03/04/2024	Regular	0.00	10,500.00	94517
03294	KATHRYN JACY THAYER	03/04/2024	Regular	0.00	260.00	94518
03858	KUPPENS, MARIE	03/04/2024	Regular	0.00	100.00	94519
02988	MARTA L. OCHOA-RUTHERFORD	03/04/2024	Regular	0.00	130.00	94520
01419	MATHER & SONS PUMP SERVICE INC	03/04/2024	Regular	0.00	946.37	94521
03852	MATSON, JENNIFER	03/04/2024	Regular	0.00	100.00	94522
01447	METROWATCH	03/04/2024	Regular	0.00	672.00	94523
03860	NACM	03/04/2024	Regular	0.00	150.00	94524
01528	NAVIA BENEFIT SOLUTIONS	03/04/2024	Regular	0.00	160.20	94525
03029	NEW DAY ARBORIST	03/04/2024	Regular	0.00	3,613.11	94526
03783	PESTLOCAL LLC	03/04/2024	Regular	0.00	325.80	94527
01829	PST INVESTIGATIONS	03/04/2024	Regular	0.00	9,106.90	94528
01850	QUETEL CORPORATION	03/04/2024	Regular	0.00	14,197.36	94529
03853	RICE, MARGOT	03/04/2024	Regular	0.00	720.00	94530
00930	RICOH USA, INC	03/04/2024	Regular	0.00	165.53	94531
03854	ROSS, CATHERINE	03/04/2024	Regular	0.00	500.00	94532
03825	SHANNON & WILSON, INC	03/04/2024	Regular	0.00	7,932.15	94533
02585	TAPANI INC	03/04/2024	Regular	0.00	54,300.00	94534
02696	TAURUS POWER & CONTROLS INC	03/04/2024	Regular	0.00	865.00	94535
02294	UNIFIRST CORPORATION	03/04/2024	Regular	0.00	129.36	94536
02343	VASILIY AND ALLA CLEANING SERVIC	03/04/2024	Regular	0.00	4,002.30	94537
02426	WASHINGTON WILDLIFE & REC COAI	03/04/2024	Regular	0.00	275.00	94538
03855	WEAVER, JESSICA	03/04/2024	Regular	0.00	350.00	94539
03149	WINDSOR MEP ENGINEERS, LLC	03/04/2024	Regular	0.00	4,686.25	94540

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03856	WOODY, ALYSSA	03/04/2024	Regular	0.00	350.00	94541

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	50	43	0.00	223,390.93
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
	50	**43**	**0.00**	**223,390.93**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2024	223,390.93
			223,390.93

Battle Ground, WA

Expense Approval Register

Packet: APPKT03214 - R AP 03/04/2024

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: ADVANTAGE POLYGRAPH SERVICES							
94499	20240212	02/12/2024	POLYGRAPH SERVICE	001-2210-518-10-41	PROFESSIONAL SERVICES		350.00
94499	20240222	02/22/2024	POLYGRAPH SERVICE	001-4610-521-10-41	PROFESSIONAL SERVICES		350.00
					Vendor ADVANTAGE POLYGRAPH SERVICES Total:		**700.00**
Vendor: ANDREW W. WHEELER							
94500	STMNT 02/29/2024	02/29/2024	02/2024 JUDICIAL SERVICE	001-1550-512-56-41	JUDGE		5,200.00
					Vendor ANDREW W. WHEELER Total:		**5,200.00**
Vendor: BUILDING MAINTENANCE SOLUTIONS							
94501	24459	01/30/2024	01/2024 EVENT CLEANING	103-0035-576-80-48	FACILITY REPAIRS AND MAI...		150.00
					Vendor BUILDING MAINTENANCE SOLUTIONS Total:		**150.00**
Vendor: CASCADE COLUMBIA DISTRIBUTION							
94502	889101	02/22/2024	SODIUM FLUORIDE	410-0000-534-00-36	OPERATING SUPPLIES		4,855.88
					Vendor CASCADE COLUMBIA DISTRIBUTION Total:		**4,855.88**
Vendor: CLARK COUNTY TREASURER							
94503	229197000 2024	03/04/2024	2024 CC PROPERTY TAX	410-0000-534-02-47	EXCISE TAX		72.09
					Vendor CLARK COUNTY TREASURER Total:		**72.09**
Vendor: CLARK PUBLIC UTILITIES							
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	001-3710-518-21-48	FACILITY MAINTENANCE		4,942.37
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	001-3710-518-21-48	FACILITY MAINTENANCE		199.66
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	001-4522-521-21-48	FACILITY MAINTENANCE		38.58
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	101-0000-542-30-47	STREET LIGHTS		13,556.40
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	101-0000-542-30-47	STREET LIGHTS		33.98
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	103-0015-575-50-47	PUBLIC UTILITY SERVICE		127.71
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	103-0020-576-90-47	PUBLIC UTILITY SERVICE		325.80
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	103-0020-576-90-47	PUBLIC UTILITY SERVICE		25.49
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	103-0035-576-82-47	PUBLIC UTILITY SERVICE		750.77
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	402-0000-531-04-47	PUBLIC UTILITY SERVICE		50.98
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	410-0000-534-03-47	PUBLIC UTILITY SERVICE		1,118.14
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	410-0000-534-03-47	PUBLIC UTILITY SERVICE		8,805.47
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	411-0000-535-03-47	PUBLIC UTILITY SERVICE		1,130.88
94504	7586-280 02/2024	02/22/2024	02/2024 CONSOLIDATED BI...	411-0000-535-03-47	PUBLIC UTILITY SERVICE		7,549.68
					Vendor CLARK PUBLIC UTILITIES Total:		**38,655.91**
Vendor: CONSOR NORTH AMERICA INC							
94505	N203012WA.00-29	01/31/2024	92ND AVE PUMP STATION -...	411-0000-594-35-62	OTHER IMPROVEMENTS	21-00179	825.00
94505	N223540WA.00-13	02/23/2024	Well #6 Treatment Installati...	410-0000-594-34-60	OTHER IMPROVEMENTS	22-00410	1,200.10

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
94505	N223541WA.00-12	01/31/2024	Well #12 Installation	410-0000-594-34-60	OTHER IMPROVEMENTS	22-00409	2,244.50
						Vendor CONSOR NORTH AMERICA INC Total:	**4,269.60**
Vendor: CONSTRUCTION REPAIR SERVICES							
94506	30610	02/28/2024	STREET SWEEPER #52 REPA...	402-0000-531-01-48	VEHICLE MAINTENANCE		173.37
						Vendor CONSTRUCTION REPAIR SERVICES Total:	**173.37**
Vendor: CORDELL, KENNETH							
94507	CK REQ 02/23/2024	02/23/2024	BAIL REFUND - 3A0418314 ...	001-0000-237-10-00	COURT CASH		600.00
						Vendor CORDELL, KENNETH Total:	**600.00**
Vendor: CORE & MAIN LP							
94508	U362196	02/12/2024	SPRAY PAINT; MILWAUKEE ...	411-0000-535-00-36	OPERATING SUPPLIES		582.94
						Vendor CORE & MAIN LP Total:	**582.94**
Vendor: DEPT OF TRANSPORTATION							
94509	RE-313-ATB30313118	12/31/2023	SMALL CITIES ATMS	001-3510-518-63-00	ATMS SUBRECIPIENT EXPEN...		9.72
94509	RE-313-ATB30313118	12/31/2023	SMALL CITIES ATMS	350-0000-595-30-60	OTHER IMPROVEMENTS		21.60
						Vendor DEPT OF TRANSPORTATION Total:	**31.32**
Vendor: DKS ASSOCIATES							
94510	0088955	02/07/2024	Small Cities ATMS - Design	350-0000-595-30-60	OTHER IMPROVEMENTS	20-00069	245.00
						Vendor DKS ASSOCIATES Total:	**245.00**
Vendor: ECOLOGICAL LAND SERVICES, INC							
94511	2042572	02/27/2024	NW 5th Street - Environmen...	350-0000-595-30-60	OTHER IMPROVEMENTS	23-00126	809.50
						Vendor ECOLOGICAL LAND SERVICES, INC Total:	**809.50**
Vendor: EVERGREEN ITS, INC							
94512	1028	02/15/2024	CONTROLLERS	350-0000-595-30-60	OTHER IMPROVEMENTS	24-00011	14,270.04
						Vendor EVERGREEN ITS, INC Total:	**14,270.04**
Vendor: FINNERY CONSTRUCTION INC							
94513	1010	02/16/2024	FINNERY - 1010 RETAINAGE	001-0000-223-40-00	RETAINAGE PAYABLE		-1,750.00
94513	1010	02/16/2024	City Facilities Interior Painti...	001-3710-518-21-48	FACILITY MAINTENANCE	24-00033	38,010.00
						Vendor FINNERY CONSTRUCTION INC Total:	**36,260.00**
Vendor: FLYNN, DENNIS							
94514	EXP CLAIM 12/10/2023	12/31/2023	REIMBURSE CHIEF'S INTERV...	001-4522-521-20-43	TRAINING AND TRAVEL		738.55
						Vendor FLYNN, DENNIS Total:	**738.55**
Vendor: HENRY, STEPHANIE							
94515	R00258293	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		1,000.00
						Vendor HENRY, STEPHANIE Total:	**1,000.00**
Vendor: J2 BLUE PRINT SUPPLY CO							
94516	AR148879	02/22/2024	PLOTTER LEASE & USAGE	001-3510-544-20-35	OFFICE SUPPLIES		79.80
94516	AR148879	02/22/2024	PLOTTER LEASE & USAGE	001-5760-558-70-36	OPERATING SUPPLIES		79.80
94516	AR148879	02/22/2024	PLOTTER LEASE & USAGE	001-5860-558-50-36	OPERATING SUPPLIES		79.80
						Vendor J2 BLUE PRINT SUPPLY CO Total:	**239.40**

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: KARMY LAW OFFICE, PLLC							
94517	00124	01/31/2024	01/2024 PROSECUTION	001-3010-515-31-41	CONTRACT PROSECUTOR		10,500.00
					Vendor KARMY LAW OFFICE, PLLC Total:		**10,500.00**
Vendor: KATHRYN JACY THAYER							
94518	STMNT 02/26/2024	02/26/2024	JUDGE PRO-TEM SERVICE	001-1550-512-56-41	JUDGE		260.00
					Vendor KATHRYN JACY THAYER Total:		**260.00**
Vendor: KUPPENS, MARIE							
94519	R00256277	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		100.00
					Vendor KUPPENS, MARIE Total:		**100.00**
Vendor: MARTA L. OCHOA-RUTHERFORD							
94520	602	02/29/2024	COURT INTERPRETER SERVI...	001-1550-512-52-41	INTERPRETER		130.00
					Vendor MARTA L. OCHOA-RUTHERFORD Total:		**130.00**
Vendor: MATHER & SONS PUMP SERVICE INC							
94521	0000041098	02/27/2024	FISHER WELL SOUNDER	410-0000-534-00-36	OPERATING SUPPLIES		946.37
					Vendor MATHER & SONS PUMP SERVICE INC Total:		**946.37**
Vendor: MATSON, JENNIFER							
94522	R00260637	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		100.00
					Vendor MATSON, JENNIFER Total:		**100.00**
Vendor: METROWATCH							
94523	74011	02/17/2024	COURT BAILIFF SERVICE 02/...	001-1550-512-51-41	PROFESSIONAL SERVICES		672.00
					Vendor METROWATCH Total:		**672.00**
Vendor: NACM							
94524	CK REQ 03/04/2024	03/04/2024	2024 COURT MANAGEMENT..	001-1550-512-51-49	MEMBERSHIPS AND SUBSCR..		150.00
					Vendor NACM Total:		**150.00**
Vendor: NAVIA BENEFIT SOLUTIONS							
94525	10821332	02/28/2024	HSA PARTICIPANT FEE	001-2210-518-10-41	PROFESSIONAL SERVICES		100.00
94525	10821333	02/28/2024	FSA & DEP CARE	001-2210-518-10-41	PROFESSIONAL SERVICES		60.20
					Vendor NAVIA BENEFIT SOLUTIONS Total:		**160.20**
Vendor: NEW DAY ARBORIST							
94526	4184	02/27/2024	TREE MAINTENANCE - OPS ...	411-0000-535-00-41	PROFESSIONAL SERVICES		1,901.68
94526	4185	02/27/2024	TREE MAINTENANCE - 1012...	101-0000-542-30-41	PROFESSIONAL SERVICES		1,711.43
					Vendor NEW DAY ARBORIST Total:		**3,613.11**
Vendor: PESTLOCAL LLC							
94527	41358	02/22/2024	PEST CONTROL SERVICE - PD	001-3710-518-21-48	FACILITY MAINTENANCE		162.90
94527	41374	02/22/2024	PEST CONTROL SERVICE - O...	411-0000-535-03-48	BLDG OPERATIONS AND MA...		162.90
					Vendor PESTLOCAL LLC Total:		**325.80**
Vendor: PST INVESTIGATIONS							
94528	PSTI24-39	02/23/2024	BACKGROUND INVESTIGATI...	001-2210-518-10-41	PROFESSIONAL SERVICES		6,878.90
94528	PSTI24-39	02/23/2024	BACKGROUND INVESTIGATI...	001-4610-521-10-41	PROFESSIONAL SERVICES		2,228.00
					Vendor PST INVESTIGATIONS Total:		**9,106.90**

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: QUETEL CORPORATION							
94529	I-QT000793	02/23/2024	ANNUAL EVIDENCE STORAG...	001-4522-521-20-41	PROFESSIONAL SERVICES		14,197.36
					Vendor QUETEL CORPORATION Total:		**14,197.36**
Vendor: RICE, MARGOT							
94530	R00260211	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		350.00
94530	R00260211	02/26/2024	CUSTOMER REFUND	103-0000-362-90-00	COMMUNITY CENTER REVE...		370.00
					Vendor RICE, MARGOT Total:		**720.00**
Vendor: RICOH USA, INC							
94531	108051393	02/16/2024	OPS COPIER LEASE	411-0000-535-01-39	SHARED OPERATING SUPPLI...		165.53
					Vendor RICOH USA, INC Total:		**165.53**
Vendor: ROSS, CATHERINE							
94532	R00251270	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		500.00
					Vendor ROSS, CATHERINE Total:		**500.00**
Vendor: SHANNON & WILSON, INC							
94533	144772	01/29/2024	EQ & SRS - GEOTECHNICAL ...	411-0000-594-35-62	OTHER IMPROVEMENTS	24-00005	2,796.00
94533	145295	02/21/2024	EQ & SRS - GEOTECHNICAL ...	411-0000-594-35-62	OTHER IMPROVEMENTS	24-00005	5,136.15
					Vendor SHANNON & WILSON, INC Total:		**7,932.15**
Vendor: TAPANI INC							
94534	234007-04	01/31/2024	EQ BASIN EXPANSION & SRS...	411-0000-594-35-62	OTHER IMPROVEMENTS	23-00065	54,300.00
					Vendor TAPANI INC Total:		**54,300.00**
Vendor: TAURUS POWER & CONTROLS INC							
94535	14926	02/26/2024	STP-1 DRIVE & PUMP	411-0000-535-00-48	REPAIRS AND MAINTENANCE		865.00
					Vendor TAURUS POWER & CONTROLS INC Total:		**865.00**
Vendor: UNIFIRST CORPORATION							
94536	2240078464	02/26/2024	FLOOR MATS	103-0035-576-80-48	FACILITY REPAIRS AND MAI...		129.36
					Vendor UNIFIRST CORPORATION Total:		**129.36**
Vendor: VASILIY AND ALLA CLEANING SERVICE							
94537	02	02/29/2024	02/2024 JANITORIAL SERVI...	001-3710-518-21-48	FACILITY MAINTENANCE		4,002.30
					Vendor VASILIY AND ALLA CLEANING SERVICE Total:		**4,002.30**
Vendor: WASHINGTON WILDLIFE & REC COALITION							
94538	WWRC24-49	02/05/2024	2024 WWRC MEMBERSHIP	103-0035-576-80-49	MEMBERSHIPS AND SUBSCR..		275.00
					Vendor WASHINGTON WILDLIFE & REC COALITION Total:		**275.00**
Vendor: WEAVER, JESSICA							
94539	R00257765	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		350.00
					Vendor WEAVER, JESSICA Total:		**350.00**
Vendor: WINDSOR MEP ENGINEERS, LLC							
94540	23190	01/31/2024	EQ BASIN - PHASE 2 - DESIGN	411-0000-594-35-62	OTHER IMPROVEMENTS	22-00346	4,686.25
					Vendor WINDSOR MEP ENGINEERS, LLC Total:		**4,686.25**

Payment Number	Payable Number	Post Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: WOODY, ALYSSA							
94541	R00256145	02/26/2024	CUSTOMER REFUND	001-0000-239-10-00	CUSTOMER DEPOSITS		350.00
						Vendor WOODY, ALYSSA Total:	**350.00**
						Grand Total:	**223,390.93**

Fund Summary

Fund	Expense Amount
001 - GENERAL	91,019.94
101 - STREET	15,301.81
103 - PARKS	2,154.13
350 - CAPITAL PROJECT	15,346.14
402 - STORM DRAINAGE	224.35
410 - WATER	19,242.55
411 - SEWER	80,102.01
Grand Total:	**223,390.93**

Account Summary

Account Number	Account Name	Expense Amount
001-0000-223-40-00	RETAINAGE PAYABLE	-1,750.00
001-0000-237-10-00	COURT CASH	600.00
001-0000-239-10-00	CUSTOMER DEPOSITS	2,750.00
001-1550-512-51-41	PROFESSIONAL SERVICES	672.00
001-1550-512-51-49	MEMBERSHIPS AND SUB...	150.00
001-1550-512-52-41	INTERPRETER	130.00
001-1550-512-56-41	JUDGE	5,460.00
001-2210-518-10-41	PROFESSIONAL SERVICES	7,389.10
001-3010-515-31-41	CONTRACT PROSECUTOR	10,500.00
001-3510-518-63-00	ATMS SUBRECIPIENT EX...	9.72
001-3510-544-20-35	OFFICE SUPPLIES	79.80
001-3710-518-21-48	FACILITY MAINTENANCE	47,317.23
001-4522-521-20-41	PROFESSIONAL SERVICES	14,197.36
001-4522-521-20-43	TRAINING AND TRAVEL	738.55
001-4522-521-21-48	FACILITY MAINTENANCE	38.58
001-4610-521-10-41	PROFESSIONAL SERVICES	2,578.00
001-5760-558-70-36	OPERATING SUPPLIES	79.80
001-5860-558-50-36	OPERATING SUPPLIES	79.80
101-0000-542-30-41	PROFESSIONAL SERVICES	1,711.43
101-0000-542-30-47	STREET LIGHTS	13,590.38
103-0000-362-90-00	COMMUNITY CENTER R...	370.00
103-0015-575-50-47	PUBLIC UTILITY SERVICE	127.71
103-0020-576-90-47	PUBLIC UTILITY SERVICE	351.29
103-0035-576-80-48	FACILITY REPAIRS AND ...	279.36
103-0035-576-80-49	MEMBERSHIPS AND SUB...	275.00
103-0035-576-82-47	PUBLIC UTILITY SERVICE	750.77
350-0000-595-30-60	OTHER IMPROVEMENTS	15,346.14
402-0000-531-01-48	VEHICLE MAINTENANCE	173.37
402-0000-531-04-47	PUBLIC UTILITY SERVICE	50.98
410-0000-534-00-36	OPERATING SUPPLIES	5,802.25
410-0000-534-02-47	EXCISE TAX	72.09

Account Summary

Account Number	Account Name	Expense Amount
410-0000-534-03-47	PUBLIC UTILITY SERVICE	9,923.61
410-0000-594-34-60	OTHER IMPROVEMENTS	3,444.60
411-0000-535-00-36	OPERATING SUPPLIES	582.94
411-0000-535-00-41	PROFESSIONAL SERVICES	1,901.68
411-0000-535-00-48	REPAIRS AND MAINTEN…	865.00
411-0000-535-01-39	SHARED OPERATING SU…	165.53
411-0000-535-03-47	PUBLIC UTILITY SERVICE	8,680.56
411-0000-535-03-48	BLDG OPERATIONS AND…	162.90
411-0000-594-35-62	OTHER IMPROVEMENTS	67,743.40
	Grand Total:	**223,390.93**

Project Account Summary

Project Account Key	Expense Amount
None	98,837.07
151040	809.50
161240	14,546.36
190240	1,200.10
201640	12,618.40
201660	54,300.00
202540	825.00
221460	2,244.50
234260	38,010.00
Grand Total:	**223,390.93**

CITY OF BATTLE GROUND
STAFF REPORT

To:	Erin Erdman, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 18, 2024
Proceeding Type:	Consent
Subject:	Sanitary Vac Truck – Purchase Approval

Legislative History:	
• Action:	March 18, 2024

Staff Report Summary

The City Council will consider approval of a new sanitary sewer vac truck from Owen Equipment in the amount of $571,559.00 through passage of the consent agenda.

Background

The City uses a vac truck to clean out the City's sanitary sewer system. This piece of equipment is used to both address blockages and prevent them from happening in the first place.

The existing vac truck was purchased in 2007 and is now 17 years old. Parts are no longer available for the vehicle. The existing truck has served its useful life. Additionally, the City has been budgeting for the new truck through its R&R fund.

The City is proposing to use its Joint Purchasing Agreement through the Sourcewell conglomerate for the purchase.

Goals & Objectives

Goal: Improve And Maintain Infrastructure Systems

A vac truck is a necessary tool in order to keep the City's utilities functioning.

Fiscal and Policy Implications

This project is included in the budget for 2024.

Options

Option	Results
• Provide Purchase Approval	City will complete purchase of vac truck.
• Reject Purchase Approval	City will get additional bids in order to purchase vac truck.
• No Action	Purchase will be delayed until additional info is provided. Note that prices increased on March 1st and that any delay will result in an increase in cost.

Staff Recommendation

Staff recommends that City Council approve purchasing a new vac truck from Owen Equipment via passage of the Consent agenda in the amount of $571,559.00.

Attachments

A.	Quote

Legal Review

N/A

VACTOR

Owen Equipment

Presents a

Proposal Summary

2100i

Truck Mounted Single Engine
Combination Sewer Cleaner

For
CITY OF BATTLE GROUND, WA
SOURCEWELL CONTRACT
#101221-VTR



VACTOR

BASIC

MODEL

Vacuum System	Roots 824-18 Blower	**Debris Body Capacity (cu.yd.)**	12.00
Model Type	Combo	**Water Capacity**	1300
Water Flow	80.00	**Water Pressure**	2500
Chassis Source	Customer	**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	true

Base Model: $314,764.00

CHASSIS

PAFT370A-2025-E	Customer Supplied Chassis- Tandem Axle- 2025 Freightliner 114SD SBA 6x4- 370 HP- Auto- 66-000 GVWR- GHG	$0.00

STANDARD FEATURES

011iSTD	Aluminum Fenders	$0.00
012iSTD	Mud Flaps	$0.00
016iSTD	Color Coded Sealed Electrical System	$0.00
019iASTD	Intuitouch Electronic Package	$0.00
020iSTD	Double Acting Hoist Cylinder	$0.00
025iASTD	Handgun Assembly	$0.00
026iSTD	Ex-Ten Steel Cylindrical Debris Tank	$0.00
030iSTD	Flexible Hose Guide	$0.00
032iSTD	(3) Nozzles with Carbide Inserts w/Rack	$0.00
045iSTD	Suction Tube Storage	$0.00
046iSTD	1" Nozzle Pipe	$0.00
1001iSTD	Flat Rear Door w/Hydraulic Locks	$0.00
1005iSTD	Dual Stainless-Steel Float Shut Off System	$0.00
1011iSTD	Micro-Strainer Prior to Blower	$0.00
1024iSTD	Debris Body Vacuum Relief System	$0.00
1031iSTD	Debris Deflector Plate	$0.00
1033iSTD	60" Dump Height	$0.00
1041iSTD	Debris Body-Up Message and Alarm	$0.00
2001iSTD	Low Water Indicator On Screen w/Alarm and Water Pump Flow Indicator	$0.00
2011iSTD	3" Y -Strainer at Passenger Side Fill with 25' Fill Hose	$0.00

VACTOR

2022iSTD	Additional Water Tank Sight Gauge	$0.00
2023iSTD	Liquid Float Level Indicator	$0.00
3019iSTD	Digital Water Pressure Gauge	$0.00
4006iSTD	Front Joystick Boom Control	$0.00
4010iSTD	Boom Hose Storage	$0.00
4017iSTD	Boom Out of Position Message and Alarm	$0.00
5010iSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	$0.00
5011iSTD	3"Y -Strainer @ Water Pump	$0.00
5015iSTD	Midship Handgun Coupling	$0.00
5019iSTD	Chassis Engine Cooling Package	$0.00
5022iSTD	Side Mounted Water Pump	$0.00
6005iDSTD	Digital Hose Footage Counter	$0.00
6007iSTD	Hose Reel Manual Hyd Extend/Retract	$0.00
6009iSTD	Hose Reel Chain Cover	$0.00
6017iSTD	Hydraulic Tank Shutoff Valves	$0.00
6020iBSTD	Hydraulic Extending 15" - Rotating Hose Reel - 1" x800' Capacity	$0.00
7001iSTD	Tachometer/Chassis Engine w/Hour Meter	$0.00
7003iSTD	Water Pump Hour Meter	$0.00
7004iSTD	PTO Hour Meter	$0.00
7005iSTD	Hydraulic Oil Temp Alarm	$0.00
7007iSTD	Tachometer & Hour Meter/Blower	$0.00
8000iSTD	Circuit Breakers	$0.00
8025iSTD	LED Lights- Clearance- Back-up- Stop- Tail & Turn	$0.00
9002iSTD	Tow Hooks- Front and Rear	$0.00
9003iSTD	Electronic Back-Up Alarm	$0.00
i110STD	Module Paint- DuPont Imron Elite - Wet on Wet	$0.00
S390ASTD	8" Vacuum Pipe Package	$0.00
S560STD	Emergency Flare Kit	$0.00
S590STD	Fire Extinguisher 5 Lbs.	$0.00

VACTOR

BOOM

4011iB	Bellypack Wireless Controls with hose reel controls- 2-way communications- and LCD Display	$3,965.00
4013i	Rotatable Boom Inlet Hose	$722.00
4015i	180 deg. 10ft Telescoping Boom	$19,477.00
4022iA	Telescopic Boom Elbow- Hard Hat Style	$577.00

DEBRIS BODY

1016iSTD	"Subframe Mounted -2 Pipe Rack -8"	$0.00
1003i	Debris Body Washout	$1,926.00
1003iB	Rear Door Valve Flush Out	$529.00
1014i	Centrifugal Separators (Cyclones)	$6,729.00
1015i	Folding Pipe Rack - Curbside -8" Pipe	$1,336.00
1015iA	Folding Pipe Rack - Streetside -8" Pipe	$1,336.00
1015iBR	Rear Door Pipe Rack- Removed	$0.00
1022i	Rear Door Splash Shield	$1,961.00
1023i	Lube Manifold, with Lube Chart	$2,911.00
3021i	Digital Debris Body Level Indicator Tied to Vacuum Relief	$1,150.00

VACUUM OPTIONS

3015i	Front Blower Controls	$1,862.00
3017i	Blower High Temp Safety Shutdown	$664.00
6019iA	Final Filter and Silencer Ball Valve Drains	$562.00

REAR DOOR

1008iA	6" Rear Door Knife Valve w/Camloc w/Port - 6:00 position	$1,836.00
1009iD	Full Rear Door Swinging Screen	$982.00

HOSE REEL

6003iC	800' x 1" Piranha Sewer Hose2500 PSI in	$2,232.00

VACTOR

	lieu of STD	
6004iD	Rodder Hose Pinch Roller	$1,773.00
6014iA	2 High Pressure Hose Reels	$3,580.00
6025iB	Hose Wind Guide (Dual Roller)- Auto-Indexing	$4,786.00
6027iA	25' Leader Hose (in lieu of standard)	$437.00
8030i	Hose Reel Wrapped for Delivery	$0.00

WATER TANKS

2016i	Additional Water- 1300-Gallons Total	$3,417.00
3020i	Digital Water Level Indicator	$857.00
5015i	Handgun Couplers- Front and Rear	$770.00
6026i	Washington State DOT Legal Front Hose Reel	$0.00

MISCELLANEOUS

CM-PAFT370A-2025-01	Chassis Modifications - 2025 Freightliner PAFT370A	$400.00
8024i	Amber Lights for Flashing Light Package	$0.00

LIGHTING

8001iL	Rear Directional Control- LED Split Arrowboard	$2,739.00
8004iF	Rear Mounted- LED Beacon Light w/ Limb Guard	$1,296.00
8004iG	Front Mounted- LED Beacon Light w/Limb Guard	$1,296.00
8020iL	14 Light Package- 14 Federal Signal Strobe Lights- LED	$4,102.00
8028iA	Work Lights (2), Self-Leveling Boom LED	$1,005.00
8029i	Work Lights (2)- LED- Rear Door	$816.00
8029iA	Work Light- LED- Operators Station	$747.00
8029iC	Work Light- LED- Curb Side	$742.00
8029iD	Work Light- LED- Street Side	$742.00
9021iB	Camera System- Front- Rear and Both Sides	$1,898.00

VACTOR

PAINT

Cab Paint Color	White	$0.00
Module Paint Color		$0.00
V-LOGO-APPL.	Vactor Logos - Applied	$0.00
i124BL	Vactor 2100i Body Decal- Black	$0.00

TOOLBOX

010i	Operator Station Curbside Toolbox - with Lighting	$312.00
9070iA	Toolbox- Front Bumper Mounted- 16 x 12 x 18 w/(2) LED Side Markers	$2,486.00
9072iAL	Toolbox- Driver Side Chassis Frame- 60w x 24h x 24d - with Lighting	$3,577.00
9073iAL	Toolbox- Passenger Side Chassis Frame- 30w x 18h x 24d - with Lighting	$2,458.00
9074iAL	Toolbox- Driver Side Subframe- 18w x 24h x 24d - with Lighting	$1,973.00

WATER ACCESSORIES

2006i	Air Purge	$1,649.00
5021iC	Hydro Excavation Kit - Includes Lances w/ Shield- Nozzles- Storage Tray- and Vacuum Tube	$3,315.00
6019i	Rodder Pump Drain Valves	$624.00

WATER SYSTEM

5002iA	80 GPM/2500 PSI Jet Rodder pump	$0.00

SPECIALS & FREIGHT

SPECIAL	Short Build	$0.00
OWEN	Install Customer Supplied Water Meter	$185.00

VACTOR

OWEN	Custom Rear Streetside Cone Holder	$500.00
OWEN	Custom Shovel Holder	$310.00
OWEN	Custom Bar Holder- Front Bumper	$100.00
OWEN	Custom Bucket Holders- Hooks	$260.00
FREIGHT	Freight To Oregon	$6,750.00

VACTOR

Chassis Notes:

Factory Price:	$421,423.00
Sourcewell Discount:	**-$12,452.00**
Chassis Price:	$162,588.00
Total Price:	$571,559.00

Please remember Price indicated includes unapproved Special Request
Price valid for 30 Days from date of 02-20-2024

Product Model: 2100i
Proposal Date: 02-20-2024
Quote Number: 2024-71683
Price List Date: 02-01-2024
QTY: 1

Customer Initials_____

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a new signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order

VACTOR

3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

Signed By: **Date:**

VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

9-1-2021

VACTOR

Domestic Terms and Agreement

ORDERS: All orders are subject to acceptance by VactorManufacturing, Inc. or Guzzler Manufacturing, Inc. (hereafter referred to as Vactor). Orders for products not normally carried in stock or requiring special engineering or manufacturing is in every case subject to approval by Vactor's Management.

PRICES: All orders are subject to current prices in effect at the time of order acknowledgement. F.O.B. Point: Unless otherwise stated, all prices listed are F.O.B. factory. Vactor reserves the right to increase the order price set forth in this Proposal Summary at any time before delivery to Buyer to reflect any increase in Vactor's costs to manufacture or deliver the ordered product due to any factor beyond the reasonable control of Vactor. Vactor shall provide Buyer with prompt electronic notice of any such price increase. Buyer shall have five days from receipt of such notice to cancel its order, absent which Buyer shall be deemed to have consented to the price increase.

PAYMENT TERMS: The company's payment terms are due upon receipt, unless otherwise stated. However, until such time as Vactor receives full payment, Vactor shall maintain a purchase money security interest in the product.

CANCELLATION: Orders cannot be cancelled except upon terms that will compensate Vactor for any loss or damage sustained. Such loss will be a minimum of 10% of the purchase price.

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STORAGE CHARGES: Vactor shall charge the customer at current rates for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by Vactor is at the customer's or other party's risk. Vactor is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any caused beyond its reasonable control.

PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

VACTOR

PRODUCT IMPROVEMENTS: Vactor reserves the right to change manufacturing specifications and procedure in accordance with its product improvement policy.

MOUNTING PRICES: Mounting prices assume normally factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, fuel tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OROTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

VACTOR'S MAXIMUM LIABILITY SHALL NOT EXCEED AND BUYER'S REMEDY IS LIMITED TO EITHER (I) REPAIR OR REPLACEMENT OF THE DEFECTIVE PART OF PRODUCT, OR AT VACTOR'S OPTION (II) RETURN OF THE PRODUCT AND REFUND OF THE PURCHASE PRICE AND SUCH REMEDY SHALL BE BUYER'S ENTIRE ANDEXCLUSIVE REMEDY.

CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

_____

VACTOR

Date: _ _____.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Erin Erdman, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 18, 2024
Proceeding Type:	Consent
Subject:	Stormwater Vac Truck – Purchase Approval

Legislative History:	
• Action:	March 18, 2024

Staff Report Summary

The City Council will consider approval of a new stormwater sewer vac truck from Owen Equipment in the amount of $426,346.00 through passage of the consent agenda.

Background

The City uses a vac truck to clean out the City's sanitary sewer system. This piece of equipment is used to both address blockages and prevent them from happening in the first place.

The existing vac truck was purchased in 1991 and is now 33 years old. The existing truck is a hand me down from sewer and therefore is oversized for use in stormwater. The existing truck has served its useful life. Additionally, the City has been budgeting for the new truck through its R&R fund.

The City is proposing to use its Joint Purchasing Agreement through the Sourcewell conglomerate for the purchase.

Goals & Objectives

Goal: Improve And Maintain Infrastructure Systems

A vac truck is a necessary tool in order to keep the City's utilities functioning.

Fiscal and Policy Implications

This project is included in the budget for 2024.

Options

Option	Results
• Provide Purchase Approval	City will complete purchase of vac truck.
• Reject Purchase Approval	City will get additional bids in order to purchase vac truck.
• No Action	Purchase will be delayed until additional info is provided. Note that prices increased on March 1st and that any delay will result in an increase in cost.

Staff Recommendation

Staff recommends that City Council approve purchasing a new vac truck from Owen Equipment via passage of the Consent agenda in the amount of $426,346.00.

Attachments

A.	Quote

Legal Review

N/A

Presents a

Proposal Summary

Impact

Truck Mounted Single Engine Sewer Cleaner

For
CITY OF BATTLE GROUND, WA
SOURCEWELL CONTRACT# 101221-VTR



VACTOR

BASIC

MODEL

Vacuum System	Roots 616-15 Blower	**Debris Body Capacity (cu. yd.)**	5.00
Model Type	40.00	**Water Capacity**	750
Water Flow	Customer	**Water Pressure**	2500
Chassis Source		**Water Tank Material**	Aluminum
Controls		**Blower High Temp Shutdown**	

Base Model: $251,155.00

CHASSIS

CUSTOMER-FL	0

STANDARD FEATURES

010CSTD	Curbside Toolbox w/ Nozzle Storage Rack	$0.00
011CSTD	Aluminum Fenders	$0.00
012CSTD	Mud Flaps	$0.00
014CSTD	Electric / Hydraulic Proportional Boom Control	$0.00
016CSTD	Color Coded Sealed Electrical System	$0.00
019CSTD	Intuitouch Electronic Package	$0.00
020CSTD	Double Acting Hoist Cylinder	$0.00
025CASTD	Handgun Assembly	$0.00
026CSTD	Ex-Ten Steel Cylindrical Debris Tank	$0.00
030CSTD	Flexible Hose Guide	$0.00
032CSTD	(2) Nozzles w/ Carbide Inserts	$0.00
045CSTD	Suction Tube Storage	$0.00
046CSTD	3/4" Nozzle Pipe	$0.00
048CSTD	10' Leader Hose	$0.00
1005CSTD	Stainless Steel Float Shut Off System	$0.00
1016CSTD	Horizontal Micro-Strainer Prior to Blower	$0.00
1024CSTD	Debris Body Vacuum Relief System	$0.00
1041CSTD	Debris Body-Up Light and Alarm	$0.00
2001CSTD	Low Water Alarm with Water Pump Flow Indicator	$0.00
2022CSTD	Water Tank Sight Gauge	$0.00
2023CSTD	Liquid Float Body Level Indicator	$0.00

3015CSTD	Front Controlled Blower Drive	$0.00
3019CSTD	Digital Water Pressure Gauge	$0.00
4006CSTD	Joystick Boom Control	$0.00
4010CSTD	Boom Hose Storage	$0.00
4017CSTD	Boom Out of Position Light and Alarm	$0.00
5002CSTD	40 GPM/2500 PSI Jet Rodder pump	$0.00
5010CSTD	Rodder System Accumulator - Jack Hammer on/off Control w/ manual valve	$0.00
5011CSTD	3" Y-Strainer at Water Pump	$0.00
5012CSTD	Multi-Flow Water System	$0.00
5014CSTD	1" Water Relief Valve	$0.00
5015CSTD	Midship High Pressure Coupling	$0.00
6000CSTD	500' x 3/4" Sewer Hose 2500 PSI Piranha	$0.00
6005CSTD	Digital Hose Footage Counter	$0.00
6017CSTD	Hydraulic Tank Shutoff Valves	$0.00
6020CSTD	Rotating Hose Reel 3/4" x 500' Capacity 180 Deg. Rotation	$0.00
7001CSTD	Tachometer / Chassis Engine w/ Hour Meter	$0.00
7003CSTD	Water Pump Hour Meter	$0.00
7004CSTD	PTO Hour Meter	$0.00
7005CSTD	Hydraulic Oil Temp Alarm	$0.00
7007CSTD	Tachometer / Blower w/ Hour Meter	$0.00
8000CSTD	Circuit Breakers	$0.00
8025CSTD	LED Lights Clearance Backup Stop Tail & Turn	$0.00
9002CSTD	Tow Hooks Rear	$0.00
9003CSTD	Electronic Back-Up Alarm	$0.00
S390CSTD	6" Vacuum Pipe Package	$0.00
S560CSTD	Emergency Flare Kit	$0.00
S590CSTD	Fire Extinguisher 5 Lbs.	$0.00

BOOM

4011C	Bellypack Wireless Controls including hose reel controls	$3,672.00
4015C	180 deg. 5ft Telescoping Boom	$9,320.00

VACTOR

DEBRIS BODY

1003C	Body Washout	$1,874.00
1014C	Centrifugal Separators (Cyclones)	$3,669.00
1022C	Rear Door Splash Shield	$1,816.00
1023C	Lube Manifold	$2,832.00
1023CA	Lube Chart - Included	$0.00

REAR DOOR

1008CA	6" Rear Door Knife Valve w/Camloc 6:00 position	$1,467.00

HOSE REEL

6004CC	Pinch Roller	$1,724.00
6014CA	2 High Pressured Hose Reels	$3,482.00
6019C	Rodder Pump Drain Valves	$609.00
8030C	Hose Reel Wrapped for Delivery	$0.00

WATER TANKS

2006C	Air Purge	$1,605.00
3019C	Digital Water Level Indicator	$812.00
5021CA	Hydro Excavation Kit - Includes Lances w/ Shield Nozzles Storage Tray and Vacuum Tube	$3,224.00
6019CA	Final Filter and Silencer Ball Valve Drains	$548.00

MISCELLANEOUS

8024C	Amber Lights for Flashing Light Package	$0.00
9023C	Safety Cone Storage Rack - Post Style	$201.00

LIGHTING

8001CM	Rear Directional Control LED Arrowstick	$2,180.00

8020CA	10 Light Package 10 Federal Signal Strobe Lights LED	$2,564.00
8029CA	Work Lights (2) Boom	$931.00
8029CB	Work Lights (2) Rear Door	$739.00
8029CC	Work Lights (2) Driver & Passenger Side LED	$1,279.00
8029CD	Work Light Manhole	$798.00
9021CA	Camera System Front Rear and Both Sides	$1,846.00

Cab Paint Color	White	$0.00
Module Paint Color	White	$0.00

TOOLBOX

9071CAL	Toolbox Behind Cab - 14w 36h x 88d - with Lighting	$4,048.00

SPECIAL

	Body Vibrator	**$3,725.00**

FREIGHT

	Freight to Oregon	**$6,750.00**

Chassis Notes:

Factory Price:	$312,870.00
Sourcewell Discount:	**-$9,386.00**
Chassis Price:	$122,862.00
Total Price:	$426,346.00

Please remember Price indicated includes unapproved Special Request
Price valid for 30 Days from date of 02-16-2024

Product Model: Impact
Proposal Date: 02-16-2024
Quote Number: 2024-71678
Price List Date: 02-01-2024
QTY: 1

Customer Initials___ _____

PROPOSAL NOTES:

1. Multiple unit orders will be identical to signed proposal. Changes or deviations to any unit of a multiple unit order will require a newly signed proposal.
2. Chassis specifications and data codes for customer supplied chassis must be submitted to and approved by Vactor prior to submittal of customer purchase order

3. All prices quoted are in US Dollars unless otherwise noted.
4. This proposal incorporates, and is subject to, Vactor's standard terms and conditions attached hereto and made a part hereof.

Signed By: **Date:**

_ _____ _____

VACTOR

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

2100 Series, iMPACT and Ramjet	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
2100 Series, iMPACT and Guzzler only	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
2100 Series, iMPACT and Ramjet	2 years - Vactor Rodder Pump
ALL Models starting with 21-09X-XXXXX and beyond	2 year- Electrical & Electronics (excludes Chassis components)

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended, nor intended, or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
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GUZZLER

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1621 S. Illinois Street
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VACTOR

9-1-2021

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PERFORMANCE: Vactor shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

EXPERIMENTAL WORK: Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by Vactor, shall remain its exclusive property; and no use of same shall be made nor may ideas obtained therefrom be used except with the consent of and on terms acceptable to Vactor.

TAXES: Buyer's final cost shall include all applicable sales and use taxes, including all sales and use taxes attributable to any changes made to Buyer's initial order placed hereunder or to any changes to applicable sales and use tax laws. However, Vactor Manufacturing, Inc. shall be responsible for Federal Excise Tax(F.E.T.) unless it is separately stated on the invoice and added to the selling price. If F.E.T. is not separately stated on the invoice it has not been included in the price and Vactor will pay any F.E.T. due itself and bear the cost of the tax. Any refunds or adjustments to the F.E.T. in such cases belong to Vactor.

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WARRANTY: Vactor warrants its products to be free from defects in material and workmanship for a period of 12 months, subject to the limitations and conditions set forth in its current published warranty. Other than those expressly stated herein. THERE ARE NOT OTHER WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDED BUT NOT BY WAY OF LIMITATION, ARE THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MECHANTABILITY.

IT IS UNDERSTOOD AND AGREED THE VACTOR'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY IN NEGLIGENCE OROTHERWISE SHALL NOT EXCEED THE RETURN OF THE AMOUNT OF THE PURCHASE PRICE PAID BY THE PURCHASER AND UNDER NO CIRCUMSTANCES SHALL VACTOR BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE PRICES STATED FOR THE EQUIPMENT IS A CONSIDERATION IN LIMITING VACTOR'S LIABILITY. NO ACTION REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTION OF THE AGREEMENT MAY BE BROUGHT BY PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

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CHOICE OF LAW: These Terms and Conditions shall be construed according to the laws of the State of Illinois. Failure at any time by Vactor to exercise any of its rights under this agreement shall not constitute a waiver-thereof nor prejudice Vactor's right to enforce it thereafter.

COMPLETE AGREEMENT: These terms and conditions, contain the complete and final agreement between the parties hereto and no other agreement in any way modifying any of these terms and conditions will be binding on Vactor unless in writing and agreed to by an authorized representative of Vactor. All proposed terms included in Buyer's purchase order or other standard contracting documents are expressly rejected.

I agree with the above terms and conditions:

_____

VACTOR

Date: _ _____

CITY OF BATTLE GROUND
STAFF REPORT

To:	Erin Erdman, City Manager
	City Council
From:	Kristin Lehto, Community Development Director
Date:	March 18, 2024
Proceeding Type:	CONSENT
Subject:	City of Battle Ground "Old Town" Sub-Area Plan – Professional Services Agreement

Legislative History:	
• Consent	March 18, 2024

Staff Report Summary

City Council will consider authorizing the professional services agreement (PSA) with First Forty Feet to complete the work involved in Battle Ground's "Old Town" Sub-Area Plan.

Background

The City of Battle Ground is partnering with a consultant to create a sub-area plan for Battle Ground's downtown, (referred to as Old Town). The purpose of creating a sub-area plan is to identify a vision specifically for Old Town associated with the community's growth and citywide vision adopted in 2019.

Fiscal and Policy Implications

A total of $350,000 is budgeted from February 2024 to February 2025. Funding is provided from the State of Washington general fund- state appropriations.

Options

Option	Results
• Authorize Signing of the Professional Services Agreement	This will allow the City to proceed with sub-area plan development.
• Do Not Authorize Signing of the Professional Services Agreement Amendment	Legal advice would be recommended. Staff would not be able to accomplish the required work within the allocated timeframe.
• No Action	Legal advice would be recommended.

Staff Recommendation

Staff recommends that City Council authorize the Community Development Director to sign the Professional Services Agreement to complete the work involved in Battle Ground's "Old Town" Sub-Area Plan.

Attachments

A.	Professional Service Agreement

PROFESSIONAL SERVICES AGREEMENT

First Forty Feet
City of Battle Ground "Old Town" Sub-Area Plan

THIS AGREEMENT is entered into between the City of Battle Ground, a municipal corporation, hereinafter referred to as "the City", and **First Forty Feet** hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the City to perform professional services in connection with the project designated as the **"Old Town" Sub-Area Plan.**

2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. Time for Performance. Consultant shall perform all services and provide all work product required pursuant to this agreement **within twelve months** from the date of this agreement, unless an extension of such time is granted in writing by the City.

4. Payment. The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:

   a. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed **$350,000** without express written modification of the agreement signed by the City.

   b. The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

   c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.

   d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

   e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, emails/text, URL's and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant understands that the City is required to adhere to theWashington State Public Records laws and will produce all responsive records as necessary in accordance with RCW 42.56 and will maintain and retain all materials for the above named project in accordance with RCW 40.14. The Consultant is

required to provide all responsive materials requested for a public records or discovery request within the timeframe set forth by the City when such request is made at no additional expense to the city. The Consultant shall indemify and hold harmless theCity if the Consultant fails to provide materials responsive to the request or fails to conduct an appropriate search for records.

The Consultant acknowledges that the City is subject to RCW 42.56, the Public Disclosure Act, and this contract shall be a public record as defined in RCW 42.56.040 through 42.56.550. Any specific information submitted to the city and claimed by the Consultant to be confidential or proprietary, mustbe clearly identified as such by the Consultant. To the extent consistent with RCW Chapter 42.56, the City shall maintain the confidentiality of all such infomration marked or identified as confidential or proprietary.

The City will provide the Consultant any request for claimed proprietary or confidential information within 5 business days of receipt of the request and provide the Consultant 10 business days after to obtain a court order enjoining production under RCW 42.56.540. If the Consultant fails to obtain a court order within the timeframe allowed, the City will disclose the claimed proprietary records .

The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

7. Indemnification. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, 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 the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant’s negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant’s waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Insurance requirements:
The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

The Consultant’s maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City’s recourse to any remedy available at law or in equity.

Minimum scope and amount of insurance. Consultant shall obtain insurance of types and amounts described below:

a.Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

b.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 independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

c.Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d.Professional Liability insurance appropriate to the Consultant's profession.

Minimum amounts of Insurance: The Consultant shall maintain the following insurance limits:

i.Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of $1,000,000 per accident.

ii.Commercial General Liability insurance shall be written with limits no less than $2,000,000 each occurrence, $2,000,000 general aggregate.

iii. Professional Liability insurance shall be written with limits no less than $2,000,000 per claim and $2,000,000 policy aggregate limit. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

City Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

The Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

City Full Availability of Consultant Limits: If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Attorney fees. In the event of a lawsuit, arbitration or other action to interpret or enforce any provision of this agreement brought by either party, then the prevailing party shall be awarded such sum for attorney fees as a court or arbitrator may deem reasonable, together with the costs associated with such suit, arbitration or action.

12. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
  (42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973
  (23 USC Chapter 3 Section 324)
- Rehabilitation Act of 1973
  (29 USC Chapter 16 Subchapter V Section 794)
- Age Discrimination Act of 1975
  (42 USC Chapter 76 Section 6101 et seq.)
- Civil Rights Restoration Act of 1987
  (Public Law 100-259)
- Americans with Disabilities Act of 1990
  (42 USC Chapter 126 Section 12101 et. seq.)
- 49 CFR Part 21
- 23 CFR Part 200
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "C"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "C"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

The City is an equal opportunity provider and employer.

13. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

14. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

15. City's Right to Terminate Contract. Should the Consultant neglect to perform the work properly, or fail to perform any provision of the contract, the City, after thirty days' written notice to the Consultant, and its surety, if any, may, without prejudice to any other remedy the City may have, make good the deficiencies

and may deduct the cost thereof from the payment then or thereafter due the Consultant or, at the City's option, may terminate the contract and take possession of all materials, tools, appliances and finish the work by such means as the City sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Consultant, but if such expense exceeds such unpaid balance, the Consultant shall pay the difference to the City.

16. Notices. Notices to the City of Battle Ground shall be sent to the following address:

Erin Erdman
City Manager
City of Battle Ground
109 SW 1st. St. Ste. 221
Battle Ground, WA 98604
(360)-342-5005

Notices to Consultant shall be sent to the following address:

First Forty Feet
Attn: Will Grimm
412 NW Couch St #405
Portland, OR 97209
(503)-764-9692

17. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant.

18. **No Oral Representations or Changes to Contract**. The City of Battle Ground has not made any oral changes to this agreement. To the extent that either Party to the contract relied upon any oral representation of the other Party, the Parties agree that all oral representations were merged and incorporated into this contract so that this contract is the complete agreement between the Parties. The Parties further agree and acknowledge that no representative of the City is authorized to grant oral permission to change the terms of the contract and reliance upon such oral representation is unreasonable on behalf of the Contractor. Any change to the contract shall be by written modification of the contract signed by both parties or by a written change order presented to the City and signed by the City Manager or his designee.

19. **Compliance with laws.** Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.

Dated this 5 day of MARCH, 2024

CITY OF BATTLE GROUND

By _____
Erin Erdman, City Manager

CONSULTANT

By _____
Will Grimm, First Forty Feet

Attest/Authenticated:

_____
City Clerk

EXHIBIT "A"
SCOPE OF WORK
(see separate attachment)

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March 5, 2024

CITY OF BATTLE GROUND'S "OLD TOWN" SUB-AREA PLAN

INTRODUCTION

The FIRST FORTY FEET (FFF) team has been selected by the City of Battle Ground (COBG) to prepare a sub-area plan for Battle Ground's downtown, hereinafter referred to as the "Old Town Plan" or "Plan". Our team will collaborate with the COBG, stakeholders, and the community to create a sub-area plan that will: identify a vision, specifically for Old Town associated with the community's growth and the citywide vision adopted in 2019; assess economic opportunities and activity centers connecting different nodes within the study area; and provide specific policies and recommendations to achieve the goals and objectives.

PROJECT TEAM

FIRST FORTY FEET (FFF) will provide overall project management under the administration of the City of Battle Ground. FFF will facilitate and manage the project through a Consultant Leadership Team (CLT), where designated discipline leaders within the consultant team become task leaders responsible for leading critical aspects of the scope of work. The unique roles of these key team members supporting the project will produce deliverables that meet the City and community objectives.

The project team includes:

FIRST FORTY FEET – Lead Consultant, Project Management/Facilitation, Community Engagement, Vision/Land Use & Development/Mobility Planning and Design, Standards/Guidelines, Implementation Strategies and Old Town Plan Documentation, Future Style Guide.

FrontDoorBack - Retail Experience, Local Business Liaison, Business Inventory, Beautification, Lighting, & Banner Program.

Transpo Group (Transpo) - Build on the TSP, & CIP for Transportation and Multimodal Analysis, Connectivity Assessment, Parking, & Traffic Analysis. Capital Plan Roadway Projects Update

Leland Consulting - High-level Market Assessment, Infill Strategies, Development incentives and Potential Funding Strategies.

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Mackay Sposito - Utilities Infrastructure Assessment and Conceptual Design, Stormwater Design Coordination, Capital project Cost Estimating, Capital Plan update and Funding Sources.

PROJECT DESCRIPTION AND BACKGROUND

The “Old Town,” situated along Main Street, symbolizes the heart and historic center of the City, representing a vital part of the community. The challenges posed by growth, such as increased traffic and development, have now reached a critical juncture, negatively impacting the quality of the “Old Town” environment. Aging street infrastructure, narrow sidewalks, and overhead utilities have collectively compromised Main Street’s ability to function as a pedestrian-friendly destination.

The City has proactively formulated and adopted various policies and plans to guide the City’s future growth and investment. These include the Land Use Master Plan, a Complete Streets ordinance, the Parks, Recreation and Open Space Plan, Transportation System Plan, Housing Action Plan, Capital Plans, and the Roadmap Battle Ground, all of which articulate a community vision and strategic plan. The objective of this project is to translate these policies into actionable steps, providing a detailed plan and implementation strategy specifically focused on the revitalization of the “Old Town”.

VISION

Further, COBG recently completed a Community Vision and Strategic Action Plan, adopted in December 2018. The project’s focus was around community input and gaining a better understanding of what citizens would like to see for Battle Ground. Both the vision and summary report should serve as a foundation for the work involved in the Old Town Subarea Plan.

GENERAL OUTLINE OF SCOPE OF WORK

The purpose of this project is to complete a full review and create an Old Town Subarea Plan. Activities to be completed under this scope of work should include, but are not limited to:

- **Literature Review.** Review COBG’s Vision, East Main St Action Plan, 2015 -2035 Comprehensive Plan, Transportation System Plan, and other documents that provide a history and context for the plan update.
- **Old Town Boundaries**. Establish boundaries of Old Town into the scope of work and public outreach. There are different consensuses regarding whether Old Town is considered a portion of Main Street or

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if it encompasses a general area that can help connect the Community Center and BG Village. The scope should include building a consensus on the area's boundaries.

- **Business Inventory**. Evaluate and inventory existing businesses. Identify economic opportunities and employment niches for the future. This may include new jobs and targeted sectors for this area, per COBG's vision.
- **Urban Design.** Determine a style for the downtown's design guidelines based on the community vision that states to preserve the community's enduring small-town heritage and charm. A visual preference survey should be used during the public outreach process to help determine how to maintain Old Town as the "traditional heart of the community." Staff would like the work in this section to be the foundation for a future Style Guide.
- **Transportation/Walkability.** SR 502 serves as the City's Main Street and the following are areas that should be explored as part of the scope. COBG would like a design charette to be part of the scope to come to a consensus on the best transportation design layout. A plan from approximately 20 years ago mentioned a couplet around Old Town. COBG Staff would like to explore if that is still the best design option or if there is another design that promotes walkability and connects to the different commercial nodes mentioned in the Old Town Boundary point. It will be key to build consensus on design between city departments, the public, and elected officials. The scope should include building a consensus through a design charrette the looks at the following:
    - Assess street connectivity surrounding Old Town.
    - Determine ways to make the area walkable.
    - Main Street design and transportation network through Old Town.
    - Incorporate policies from the city's Non-Motorized Action Plan.
    - Determine streets to add to TSP and CIP to reduce cut through traffic on Main Street. Downtown should be a destination not a throughfare.
    - The result should be a detailed plan for transportation within this boundary for staff to move into construction plans.

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- **Stormwater.** Old Town's development occurred prior to today's environmental and stormwater regulations. The current development code requires each site to retain and treat water which does not meet the intent of block-to-block development that promotes walkability. The scope should look at stormwater for this area to accommodate the desired development patterns and should also investigate opportunities for green infrastructure. COBG has applied for a grant to review stormwater in this area and the two will be occurring concurrently.

- **Wayfinding**. Evaluate wayfinding opportunities and design to mark Old Town boundaries. The plan should also explore directional sign placement.

- **Parking.** Determine a parking strategy for Old Town.

- **Beautification**. Explore and make recommendations on the following items:

    - Undergrounding of utilities
    - Street light style for the area
    - How to incorporate COBG's banner program
    - Providing power to tree wells and streetlights (Holiday Lighting)
    - Gateway monuments

- **Infill Strategies.** The scope should look at infill and redevelopment strategies that include affordable housing. Current code and policies may hinder the redevelopment of these sites and the city would like suggestions for redevelopment incentives.

- **Public Outreach Program**. Incorporate into the scope of work a public outreach program. Outreach may include, but is not limited to, organizing, and participating in community meetings, surveying community members, and working with a project advisory committee. Demonstrate proficiency in conducting virtual meetings or alternative means of gathering information. COBG will provide staff members to assist with the public outreach program.

    - Public outreach should include a survey of business owners to understand what is needed for them to expand their businesses and redevelop.

- **Land Acquisition.** COBG would like suggestions on possible land acquisitions that can help build out a transportation network to divert throughfare traffic, for gathering spaces, parks, or other outcomes that result from this plan. The FFF team should evaluate and make

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recommendations for these properties based on the needs analysis and community input.

- **Implementation**. The plan should include an implementation schedule over the next 5 years for staff and elected officials to implement.
- **Capital Plan**. Update the 6-year and 20-year Capital Improvement Plan based upon transportation analysis, prioritizing projects, and providing costs.
- **Funding**. Update anticipated funding sources, strategies, and grant opportunities. Some funding strategies could include private revitalization incentives or public programs such as TIF.
- **Draft and final plans**. Prepare a draft plan for review and comment from staff and the advisory committee. Prepare a final draft plan to be presented before the Planning Commission and City Council for adoption.

PROJECT ASSUMPTIONS

The following apply to FFF Team deliverables unless otherwise specified in this work scope or by the COBG Project Manager:

- Previewing communications materials
    - Consultant Leadership Team shall provide an agenda and draft materials to the Project Management Team (PMT) at least two (2) working days prior to the meeting.
    - COBG will perform one (1) round of review on draft materials.
    - COBG will provide comments to Consultant Leadership Team within five (5) working days after a meeting to review draft work scope materials.
    - Consultant Leadership Team shall review with COBG all revisions and corrections to materials based on comments received prior to public release.
    - Consultant Leadership Team shall provide materials intended for public release to PMT at least every five (5) working days prior to the scheduled release.
- Text memorandums and reports
    - Memorandums are to be formatted for 8½-inch by 11-inch, or 11-inch by 17-inch paper in their native format and in an open,

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universally readable format suitable for review and editing by the COBG.

- All final memorandums, including graphics, tables, etc. are to be provided to COBG only digitally in an open, universally readable format suitable for uploading to the COBG website. COBG shall be responsible for printing of all materials.

- Existing Data, Drawings and Plans: The City of Battle Ground will provide where readily available copies of the following:
  - Utility franchise agreements
  - All readily available as-builts (public and private) within the study area as appropriate for the work outlined in this scope of work.
  - All relevant planning documents (Water System Plan, Sanitary Sewer Plan, Transportation Plan, Capital Improvements Plan(s), etc.) that are relevant to the work.

- Estimated Notice-to-Proceed (NTP) will be March 21, 2024

- For the purposes of establishing this Scope and Fee, the project study area limits are anticipated to include:
  - Main Street – SW 3rd Avenue to NE Fairground Avenue
  - NE 1st Street – Parkway Avenue to Grace Avenue
  - SE 1st Street – SW 3rd Avenue to Grace Avenue
  - Additional Side Streets – NE 1st Avenue to SE 1st Avenue

PROJECT APPROACH & WORK PLAN

1 PROJECT MANAGEMENT

FFF will provide overall project management under the administration of COBG. FFF's project manager will be responsible for the work scope and schedule and final authority for contracting and invoicing, as well as directing tasks and managing deliverables. Project management tasks are integrated into each of the tasks of the project work plan and scope.

FFF utilizes a systematic project management and decision-making structure that guides the project scope and tasks, along with a review and refinement

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of product deliverables in a timely manner to allow for progression through each project phase and project milestone. The core of the management structure is the Project Management Team (PMT) consisting of COBG staff, representatives of supporting agencies identified by COBG, and the FFF project manager. All decisions and final checks on schedule, tasks and deliverables go through the COBG project manager before advancing review materials or engagement through any committee, group, community stakeholder or decision-making body.

FFF promotes collaboration between the sub-consultant teams, keeping clear lines of responsibility for each specific task as it relates to the overall project. FFF will form a Consultant Leadership Team (CLT), where designated discipline leaders within the consultant team become task leaders responsible for leading critical aspects of the scope of work. The unique roles of these key team members supporting the project will produce deliverables that meet the city and community objectives. Additionally, FFF will maintain a portal for accessing iterative and final work products, meeting summaries, progress reports and invoices.

Project Management Team

The Project will be organized and managed by a Project Management Team (PMT comprised of the City of Battle Ground Project Manager, COBG staff as identified by the COBG Project Manager, and the Consultant Leadership Team (CLT), includes key personnel from First Forty Feet, FrontDoorBack, Transpo Group, Leland Consulting Group and Mackay Sposito Inc. The CLT is led by the prime consultant, First Forty Feet (FFF).

Technical Advisory Committee

The FFF team will work with the COBG to determine which relevant departments, staff, or public agencies shall serve on the Project's technical advisory committee (TAC). COBG will take the lead in establishing and coordinating the TAC, identifying specific members, and reaching out to potential members. The focus of the TAC will be to provide review and feedback of analyses and reports at key milestones. where feasible and when requested by City staff, to provide data and other resources to supplement the work included in the Project scope.

Project Advisory Committee

The FFF team will work with the COBG to determine the members of the project advisory committee, their role and anticipated number of meetings. It is expected that the PAC will advise COBG staff and the consultant team as they identify issues, develop, and refine concepts into recommendations, and guide the development of the Old Town Subarea Plan.

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Assumptions:

The First Forty Feet project manager in conjunction with the Consultant Leadership Team (CLT) will oversee project tasks, deliverables and scheduling and will coordinate meetings, reviews, and decision-making with the PMT and TAC. The PMT and TAC shall meet as specified by the work scope to coordinate logistics of the project, provide feedback, and give direction to the Consultant Leadership Team.

The FFF team has committed resources and team members to complete the project within an approximately (15) fifteen-month period ending in the second quarter of 2025.

FFF will:

- Coordinate activities between COBG, committees, stakeholders, and consultant team.
- Facilitate steering, technical, and small group meetings at all project milestones.
- Support COBG with elected and community leaders' meetings and updates.
- Conduct bi-weekly progress check-in meetings with COBG staff via teleconference. Meetings will include an Action Items Matrix update, project schedule/ and critical path updates.
- Maintain progress reports of work completed and outstanding items to be submitted to the PM monthly.
- Prepare project progress reporting to the COBG project manager that includes an overview of consultant work and compilation of deliverables.

1.1 CONTRACT ADMINISTRATION, INVOICING, AND PROGRESS REPORTS

FFF will provide contract administration, invoicing, and progress reporting for the Project to the COBG project manager including the following:

1. Prepare and submit monthly invoices. Each invoice will include date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period; subconsultants fees for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of

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invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.

3. Maintain required contract documentation. Provide copies of project files and records to the city for audits and public information requests. Final documents shall be provided in electronic format as requested.

ANTICIPATED PROJECT MANAGEMENT MEETINGS

Kick-Off Meeting Session	01
Community Engagement Plan Scoping	01
Transportation Alternatives Scoping	01
Bi-weekly PMT Meetings	32
Technical Advisory Meetings	05
Total:	40

1.2 PROJECT KICK-OFF MEETING

The FFF team and COBG shall schedule and facilitate a four-hour site tour and follow-up meeting in Battle Ground. At the on-site Kick-off meeting the FFF Consultant Leadership Team, COBG staff, and others identified by COBG will meet to:

- Tour the project area with the COBG. This tour will ground the consultant team in the physical conditions, past work, and COBG identified opportunities and challenges about the area, including considerations for the project boundaries, potential areas for traffic diversion and truck routing to ease impacts on Main Street, and planned development or public improvements projects.
- Determine method(s) for CCOBG delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.
- Review a draft project work plan schedule and key milestones for engagement.
- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of community engagement milestones.

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- Discuss the expectations for approach, roles, and communications protocols as well as expectations for engagement including stakeholder identification, engagement meetings format (in-person vs virtual), and meetings dates and facilities available for hosting engagement sessions.
- Discuss the formation of the project advisory committee, its role, and anticipated number of meetings throughout the project.

1.3 Community Engagement Plan Meeting-

FFF will lead a two-hour session with COBG staff to outline the community engagement plan to understand the breadth of stakeholders for engagement, coordination of outreach methods, available facilities for one-on-one meetings, community workshops and design sessions/charrette, engagement schedule, and identify regular or special session council and commissions dates.

1.4 Transportation Alternatives Meeting-

FFF and Transpo Group will facilitate up to a two-hour meeting with COBG staff to discuss previous transportation alternatives such as a couplet or other considerations for mitigating traffic impacts on Main Street within the Old Town. The meeting will scope a process for developing transportation alternatives and an iterative process of engagement with key stakeholders and a community-wide discussion.

TASK 1 Deliverables:

- Monthly progress reports and invoicing; Review of weekly action items
- Project schedule
- Contact reporting and issues tracking system.
- Facilitate/attend bi-weekly meetings, prepare agendas, meeting materials, and meeting summaries.
- Kick-off meeting and site visit, engagement planning and transportation alternatives meetings and meetings summaries.

2 COMMUNITY ENGAGEMENT

The FFF team is dedicated to fostering an exchange of ideas, concepts, and innovative strategies that align with COBG's objectives for the project. Our goal is to involve the community through an iterative planning, design, and engagement process. FFF employs a creative

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toolkit for engagement outreach, encompassing activities, events, charettes, and both in-person and virtual meetings and sessions with Councils, Commission, and Agencies with decision-making authority or advisory roles.

2.1 COMMUNITY ENGAGEMENT PLAN

FFF will lead the development of the public outreach and engagement plan in conjunction with COBG. The plan will define inclusive engagement and facilitation strategies, identify community partners and project stakeholders, and outline methods of outreach, engagement, and summary reporting processes. This includes flexible meeting schedules and facilities or online applications necessary and available to support a range of in-person and virtual engagement.

The Engagement Plan will feature robust outreach and stakeholder participation to ensure alignment with COBG's desire to gather input from the community, Old Town businesses, and property owners. Our team will collaborate closely with COBG's proposed Project Advisory Committee (PAC) and actively engage with COBG committees, commissions, the active transportation community, Planning Commission, and City Council and others to be identified in the Outreach and Engagement Plan. Regular check-ins with the project advisory committee are scheduled throughout the plan. The outreach and engagement plan outline a strategy focused on engaging key business owners, property owners, residents, and project milestones with Battle Grounds committees and commissions.

The plan will identify effective communication access points for COBG's outreach efforts, encompassing web, radio, resident platforms, Mentimeter, Padlet, Instagram, Survey Monkey, etc.

FFF will develop an:

- **Engagement Database:** Create shared engagement database spreadsheet highlighting key stakeholders, including Planning Commission in connection with joint meetings with the City Council, Parks and Recreation Commission, Active Transportation Sustainability Committee, and Downtown Subcommittee.
- **Engagement Plan**: Engagement purpose and goals will be developed by in coordination with the COBG to support the Project in informing, gathering input and using input from diverse stakeholders Create a schedule for engagement meetings including meeting planning tasks and deadlines and accompanying outreach materials, facilities, and

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outreach methods available and necessary to meet engagement objectives. Create a list of community partner co-hosts and supporters for each meeting (non-profits and community organizations, student orgs, regional public interest groups, etc.) who have confirmed their interest in supporting the project and engagement efforts

- **Engagement Materials & Tools**. Our team will prepare community meeting notices, as well as any meeting materials (such as informational or educational materials, staff reports, and presentations, etc.), surveys renderings, and photographic simulations that will assist in the engagement process. We will work with COBG staff to develop materials for COBG's website such as background and meeting information, reports, and maps related to the project.
- **Stakeholder Identification:** FFF will coordinate with the COBG in identifying the stakeholders for engagement throughout the project, and their roles in providing direction, building excitement, form/strengthen strategic partnerships and promoting the Projects community benefits.
- **Business & Property Owners.** The plan will include an approach for contacting all business and property owners within the Plan boundaries.
- **Housing Builders and Developers**. The plan will include an approach for contacting select builders and developers.
- **Conflict Assessment**. FFF will prepare in coordination with COBG staff a conflict situation assessment to identify challenges that could prevent successful outreach and public involvement.

2.2 ENGAGEMENT MILESTONES

The FFF Team recommends the design and facilitation of engagement sessions at two major project milestones and will identify options with COBG for the design of "interim" engagement sessions. These interim sessions are intended to address COBG's desire for a focused effort, such as a charette or multiple work sessions. The sessions are intended to address the needs of Main Street businesses for improvements to the buildings and streetscape to promote Old Town and a destination and the desire of COBG departments, and elected officials to identify preferences for the design of Main Street and possible traffic diversion concepts.

At a minimum, FFF will lead the design and facilitation at major milestones and an interim session as indicated:

- **Engagement Session #1 Visioning and Guiding Principles**: Develops a session providing information on the overall project purpose, project schedule, and existing conditions. Best practices for revitalizing downtown are presented, survey questions and polling to

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gather feedback to develop the vision and guiding principles for the revitalization of “Old Town.”

- **Engagement Session #2 Conceptual Planning and Design:** Provides information on the overall project purpose, project schedule, and a summary of Session #1. Survey questions and polling to gather feedback on the vision and guiding principles. Preliminary land use and circulation concepts are presented for further refinement.

- **Interim Engagement Sessions:**
    - **Main Street Business Workshop and Interviews** Facilitate a workshop with Main Street businesses to identify issues to be addressed and opportunities for improving the Main Street environment. Conduct follow-up interviews with select businesses to identify specific storefront improvements and potential programs to promote downtown businesses.

    - **Main Street Design and Traffic Diversion Concepts.** Facilitate up to two (2) work sessions and a design workshop with COBG departments, the project advisory committee, key stakeholders, and elected officials. Intended to determine critical traffic conditions to be addressed, discuss traffic circulation options and trade-offs, identify a preferred concept(s) for community discussion.

Engagement Milestones would consist of:

- **Meeting Design & Facilitation.** The FFF Team will design and facilitate in-person, virtual, or hybrid meetings as identified with the city in the Outreach and Engagement Plan. Coordinate meetings materials, presentations, rehearsals, and technology support for each meeting. Coordinate pre-meeting technology and presenter’s check-in one hour before each meeting.
- **Meeting Summaries.** Provide meeting summaries in a consistent meeting summary format for all meetings. Meeting summaries will include attendance sheets/lists, speaker summaries, actions, next steps, and questions.
- **Meeting Debriefs & Lessons Learned.** Coordinate and facilitate a meeting debrief with project team (one hour maximum) for each meeting. Take notes during each debrief and include a debrief summary in the meeting summary.

  Update Engagement Plan & Database. Update engagement plan based on lessons learned from each meeting. Update engagement database after each meeting.

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ANTICIPATED COMMUNITY ENGAGEMENT MEETINGS

Community Event #1		01
Community Event #2		01
Main Street Group Work Session		01
Main Street Businesses Group/ Individual Interviews		09
Mobility Design Work Sessions		02
Mobility Design Charette		01
Project Advisory Committee		05
Council and Commissions		06
	Total:	26
Surveys		03

TASK 2 Deliverables:

- Engagement plan, engagement database, conflict assessment.
- Project Advisory Committee Plan, meetings, and meetings summaries
- Engagement outreach and meetings/workshop/sessions materials
- Visualization tools, including renderings and visual simulations.
- Community engagement sessions design and facilitation, presentation; feedback forms; meeting agendas, and meeting summaries.

3 DATA COLLECTION & BASE MAPPING

3.1 LITERATURE REVIEW

The FFF team will ensure that existing conditions, both physically on the ground and in policy and planning documents, serve as the baseline for developing transportation and infrastructure design concepts, redevelopment scenarios, and strategies for a Main Street Style Guide. The team will become familiar with and document:

- Policies, plans, land use patterns, and regulatory documents impacting the planning area. This will include Battle Ground's Housing Action Plan (HAP), which will inform the market analysis and infill housing strategy.
- Key infrastructure systems and updates required to support development under the current Comprehensive Plan.
- COBG's existing infrastructure plans (sewer, stormwater, streets & traffic) and capital improvement plans/projects.

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- City and State programs for assisting business development, storefront improvements, business, or local improvement districts, TIF, MFTE, or other sources. Analyses, assessments, and evaluations will be developed as a series of independent memorandums and summarized in a brief opportunities and constraints memo.

3.2 BASE MAP

The FFF team will utilize data readily available from COBG to produce a project area base map. A core area and area of influence will define the project boundaries. For the design of Main Street and traffic diversion concepts, the team will use high-resolution aerial photos, overlain by data as the basemap, such as, CAD line drawings locating roadway and sidewalk geometries, utility and signal poles, landscaping, building footprints, and driveway locations where available.

TASK 3 Deliverables:

- Review and summary of existing plans and policies.
- Assemble project area base map and define project boundary.

4 EXISTING CONDITIONS ANALYSIS

4.1 MARKET ANALYSIS

FFF Team member Leland Consulting Group (LCG) will conduct a market analysis to identify existing conditions and the barriers to investment (physical, financial, market, regulatory, political) for all relevant land uses. LCG will incorporate and map in GIS the Business Inventory (4.2) to identify demand for retail, dining and entertainment uses that are complementary to the exiting retail clusters or unique retailers that distinguish Old Town. Employment demand will also be considered in particular opportunities for shared office, makerspace that would be attracted to the Main Street environment. Knowing the catalytic role that housing often plays in the revitalization and activation of downtowns, LCG will take a deeper dive into the analysis of housing opportunities, drawing upon the Housing Action Plan HAP, especially affordable housing that can provide a range of options for Battle Ground's residents and workers. A key component of this analysis will be outreached to housing developers and builders, in Task 2 since it is they who will ultimately be responsible for the successful implementation of the plan's housing goals. Their input early on will help ensure that the plan is realistic and that its recommended projects and incentives will achieve the desired outcomes.

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LCG will summarize community level population, employment, tourism, housing, and real estate development trends in the area to understand development opportunities and constraints and how these trends may inform business decisions to remain in Old Town or transition out.

- Existing Land Use Analysis and Potential Redevelopment Assessment. LCG and FFF will review Old Town retail, commercial, industrial, and residential land inventories, and values to understand opportunities for catalytic redevelopment potential, land use compatibility, adaptive reuse, and/or land acquisition. Properties that are vacant, and underutilized will be considered for future infill development scenarios and that align with opportunities to strengthen and enhance the retail, dining and entertainment that are drivers for generating activity in downtowns.

4.2 BUSINESS INVENTORY AND INTERVIEWS

FFF, with support from FrontDoorBack (FDB), will lead an inventory of Main Street businesses and conduct interviews to identify their interests, needs, and barriers to revitalization. LCG will utilize this information to align potential demand with available opportunities and specific uses that can enhance Old Town's appeal as a destination in the near term. Drawing on their expertise, FFF and FDB will offer a set of best practices for both districtwide and store-specific technical design, tailored to various category types. This approach will be complemented by a deeper understanding of shopper expectations and behavior, aimed at addressing retail shortcomings and positioning businesses to better serve their customers, fostering increased enjoyment, loyalty, and sales. Any underperforming aspects of the district, particularly in relation to business mix and visual presentation, will be identified, with corresponding improvement strategies considerations.

- **Business Inventory**: FFF with oversight from FDB will prepare a business inventory for Main Street documenting by parcel, building, tenant and the different business use categories. This gives FFF and FDB insight into how the mix of businesses are distributed and shows where clusters of similar complementary uses are gathered, where vacancies exist, or uses that are not compatible with an active pedestrian friendly shopping, dining, and entertainment destination.
- **Main Street Fundamentals Meeting**: The FFF and FDB will lead a meeting with Main Street businesses to review the project's purpose and timeline and a brief presentation on the fundamentals of Main Street revitalization. The objective is to discuss the challenges and opportunities for business sustainability, identify future street and

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infrastructure enhancements, and potential programs to foster business growth in Old Town. Moreover, the meeting will identify businesses interested in follow-up interviews to delve into recommendations for storefront improvements. A survey will be prepared and distributed alongside the meeting to gather input beyond the scope of the session and to accommodate businesses unable to attend.

- **Main Street Business Interviews:** FFF and FDB will conduct up to 9 interviews with business owners (mix of in-person and virtual). Business owners who cannot join an in-person interview will be interviewed virtually. The goal of these interviews will be to understand business interest in staying or relocating, the kinds of storefront improvements they would like to consider, and understand the types of programs and assistance that could support storefront improvements.

4.3 MAIN STREET ENVIRONMENT EVALUATION

FFF and FDB will conduct a visual survey of Main Street storefronts stretching from Parkway Avenue to Grace Avenue. This initiative aims to observe and assess the performance of these businesses at the street level, thereby collectively documenting the Main Street storefront experience and streetscape environment. Active and inviting storefronts are defined by six key elements: building form and color, awnings, entries and window transparency, retail displays, signage (across all layers), and lighting. Specific criteria will be established for evaluating the conditions along the Main Street corridor. The assessment will identify areas with vacant spots or gaps, as well as buildings that enhance or diminish the storefront environment.

The deliverables will encompass documentation of both daytime and evening conditions, with rankings based on their level of engagement or "curb appeal." These deliverables will also include a comprehensive set of suggested improvements and characteristics for businesses to consider, potentially incentivized or supported by the city through programs. The final deliverables will consist of maps, diagrams, and photos illustrating existing conditions, the visual survey, criteria, mapping, and evaluation scores.

4.4 EXISTING AND FUTURE TRANSPORTATION CONDITIONS

FFF and team member Transpo will build off existing conditions documentation and summarize existing findings related to:

- Current traffic conditions, including a review of all available existing traffic volumes (daily on road segments, and turning movements

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during peak hours around the project area) from publicly available sources and/or from the regional travel model, analysis of potential congestion, and understanding of travel patterns and truck routing that impact Main Street. New traffic counts will be collected for up to 5 locations where recent data is not available. The new data will consist of weekday AM and PM peak period intersection turning movements for up to 5 locations, along with 3-days of weekday daily traffic volumes, speed and classification counts for 1 location along the Main Street corridor. Transpo will calculate existing weekday AM and PM peak hour levels of service (LOS) at key study intersections along the corridor based on methodologies described in the Highway Capacity Manual.

- Multimodal connections and services, including an assessment of local and regional transit services, bicycle and pedestrian networks, shared mobility and micromobility offerings. Transpo will document existing non-motorized facilities, including sidewalks, shoulders, crosswalks, on-street bicycle lanes and multi-purpose trails in the study area.
- Available bus service and ridership data by stop within the study area will be gathered and summarized.
- Traffic Generators and Destinations uses and activity centers that generate traffic whether by car, on foot, bicycle and emerging micromobility such as e-bike, and scooters will be reviewed. Transpo will consider travel routes for the destinations and activities within 1/2-mile or less of the study corridors. The presence of schools, community centers, restaurants and convenience retail attract non-auto trips and the identification of these routes that serve these destinations or activity centers should be considered as candidates for investing in multi-modal improvements as they will have the greatest community benefits in encouraging non-vehicular travel.
- Future weekday AM and PM peak hour traffic volumes will be forecasted for the study area. The forecasts will be for only one future horizon year, which will be determined in coordination with the City and project team. Transpo will calculate the future LOS at the study intersections for the weekday peak hours using the same method as existing conditions.
- Transpo will obtain and summarize collision history within the study area from WSDOT. The analysis will evaluate fatal/serious or bike/ped crashes, crash severity, and human factors to understand existing safety issues in the study area. The time period will be the

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most recent 5 years. The analysis will consider potential countermeasures as part of the development of alternatives.

4.5 EXISTING PARKING

FFF and Transpo will review and assess existing parking demands and requirements, identify existing parking locations and type (on- and off-street and public versus private) and opportunities for addressing parking needs, reductions, shared facilities, and other measures appropriate to serve "Old Town" businesses and for replacement parking associated with infill and redevelopment. No new parking data will be collected. Transpo will conduct a windshield survey and rely on available parking data. Transpo will estimate potential increases in parking demands/needs considering infill and redevelopment.

4.6 EXISTING INFRASTRUCTURE REVIEW AND ASSESSMENT

Mackay Sposito will prepare a summary memo of the existing infrastructure serving the project area including a base map and a description of the existing capacities and condition of the utilities including sewer, water, and stormwater, including a description of gas, electric and telecommunications serving the Plan Area will be developed. Mackay Sposito will:

- Review the City's sewer, stormwater, and water system plans and summarize potential upgrades needed within the Study Area as identified in those plans.
- Complete a single site visit and single interview with the City's public works and maintenance and operations staff to identify and document existing deficiencies, challenges, and goals.
- Contact Clark Public Utilities and NW Natural Gas to obtain utility mapping and identify existing overhead utilities and underground natural gas infrastructure. Gather information regarding future potential private utility upgrades identified by private utilities within the Study Area.
- Review and summarize sidewalk connectivity, spot checks for sidewalk and curb ramp ADA compliance, and review the City's most recent pavement management program information to assess pavement condition.

Findings for the infrastructure review and assessment will identify:

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- Key issues of the existing condition, including utility service coverage, current capacity, and apparent needs and challenges that may apply to each.
- Potential capacity concerns, conflict issues, and timing constraints that may affect the phasing of future development.
- Systems requiring potential upgrades to support development allowed under the current General Plan.
- A compilation of COBG's existing public infrastructure plans (sewer, stormwater, water) and franchise utility plans where readily accessible.
- Utility upgrades identified as part of future capital improvement projects.
- Potential roadway infrastructure timing constraints that may affect the phasing of future development.

4.7 OPPORTUNITIES AND CHALLENGES SUMMARY

The FFF team will prepare memoranda for the physical, market, infrastructure and transportation existing and potential study area conditions and summarize overall opportunities and constraints.

TASK 4 Deliverables:

- Opportunities and Constraints memorandum summarizing findings and key trends.
- Summary memoranda— Business inventory, storefront evaluation, existing and future traffic conditions, parking management and supply, baseline market conditions infrastructure conditions, and redevelopment assessment, opportunities, and constraints.

5 "OLD TOWN" CONCEPTUAL PLANNING

The FFF team will develop and assess a broad range of bold, creative, and credible alternative mobility, infill development and style guide concepts. The mobility, and infill development scenarios may range from a 'business as usual' incremental change scenario to an aggressive change scenario. We will use our expertise to craft streets, trails and infrastructure design place-making gathering spaces and **StyleGuide** design elements, and the supporting land use frameworks and development typologies specifically for the study area. Concepts will:

- Capitalize on existing and planned facilities.

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- Promote a market driven and healthy mix of complementary and sustainable land uses and
- Enhance multi-modal access throughout the planning area.
- Be presented in high-quality graphic products which convey information and facilitate visualization and understanding of planning concepts for a broad audience.

5.1 VISION AND GUIDING PRINCIPLES

FFF will leverage the existing conditions assessment, along with the outcomes from Community Engagement #1 Sessions, to formulate a vision and guiding principles for the Project area. This vision will serve as a foundation for developing and evaluating potential concepts and scenarios for downtown land uses, transportation, and building design. The guiding principles will inform the creation of supporting frameworks for land use, mobility, and regulatory/policy aspects. The concepts, frameworks, and strategies are strategically designed to align with the vision, uphold the established guiding principles and meet the project objectives.

5.2 PRELIMINARY URBAN DESIGN STYLE GUIDE

FFF and FDB will leverage the evaluation and findings from the existing conditions analysis, specifically focused on Main Street Retail Storefronts, Building Form, and Streetscape. Their collaborative effort will result in the development of an Old Town style guide, aimed at providing clear guidance for future infill development and streetscape enhancements along the corridor. The Style Guide intends to illustrate the appropriate building form and typology, emphasizing the placemaking aspects within the first forty feet upwards, while also supporting an active street environment within the first forty feet outward. The objective is to articulate a design language rooted in the local architectural vernacular, avoiding direct replication of period styles or details.

- **Storefront Concepts.** The storefront style guide will encompass criteria for effective storefronts, emphasizing the six key elements: Building form and color, Awnings, Entries and Window Transparency, Retail Displays, Signage (all layers), and Lighting. The guide will include diagrams and textual explanations to illustrate appropriate conditions for each element and how they can be applied consistently along the corridor. Additionally, up to three buildings along the corridor will be selected to serve as before-and-after examples, demonstrating the practical application of the storefront

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style guide and showcasing the potential transformations in alignment with the outlined criteria.

- **Building Form Concepts.** The building form style guide will employ the architectural design objectives established in Task 4.3 as criteria for shaping building design concepts for infill sites. This guide will be systematically applied to infill development projects within or in close proximity to Old Town as part of Task 5.4, focusing on Preliminary Land Use and Infill Development Scenarios

5.3 PRELIMINARY MOBILITY CONCEPTS

The FFF and team will provide complete street expertise and experience in 'active transportation' pedestrian and bicycle planning for improving nonmotorized vehicle access, within and outside of the Project Area. The FFF team will provide concepts in illustrated plans, sketches, and diagrams that describe a balanced network including:

- **Traffic Diversion:** FFF team member Transpo will lead with support from FFF and Mackay Sposito the creation of concepts for addressing the impacts of heavy truck and vehicular through movement, traffic speed, and limited traffic control that affect the comfort and use of Main Street as a pedestrian friendly destination. At a minimum, the Team will explore alternatives that include:
    - A NE 1st Avenue/SE 1st Avenue Couplet
    - SE 1st Avenue as the designated truck route, Main Street as a collector street, and NE 1st Avenue as a multi-modal route.
    - Strategic Main Street traffic control measures to reduce vehicle speed and improve pedestrian crossings.

- **Main Street:** FFF, with support from Transpo and Mackay Sposito, will lead the design concepts that address issues impacting pedestrian comfort and movement along the corridor and the ability for the street to be a destination for Old Town shopping, dining and entertainment and commercial services. Main Street's limited right-of-way will likely preclude the ability to uniformly provide for traffic, on-street parking, bike facilities and adequate sidewalks to support a comfortable environment. We will identify options to optimize the pedestrian experience and ensure an environment to support Old Town businesses.

- **Neighborhood Connections:** FFF and Transpo will lead the design of key walk and bike connections between close-in neighborhoods and Main Street and to destinations such as Battle Ground Village, the

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Battle Ground Community Center, and Battle Ground High School. Neighborhood connections will build off COBG's non-motorized plan and identified trails to create a complete and interconnected network of dedicated walk, bike, and multi-use facilities. Connections will look for opportunities to create complete loops and prioritize routes with direct access to key destinations within the project area.

- **Green Streets:** FFF in coordination with Mackay Sposito will consider greens street design concepts integral to project area roadways. Mackay Sposito will provide technical oversite to ensure designs offer adequate capacity and best coordinate with a regional stormwater BMP. For Main Street in particular integrating stormwater planters will be balanced with the need to provide pedestrian movement and gathering, the use of sidewalk space to support business activity and ensure direct access from curbside parking.

- **Wayfinding:** FFF will develop preliminary concepts and location of Old Town wayfinding defining elements consisting of navigational signage and design and techniques for district Gateways

Assumptions

- Traffic diversions shown on concept plans will be within one block of Main Street. If diversions are proposed outside of the one-block limits of Main Street concept drawings, a schematic plan will be used.

5.4 PRELIMINARY LAND USE AND INFILL DEVELOPMENT SCENARIOS

FFF and LCG will collaborate to identify land uses and develop potential infill scenarios for key sites. The design will extend to include strategic public-use areas and amenities crucial for attracting investment and fostering a distinct sense of "place." FFF will provide visual representations, including illustrated plans, 3-D massing, diagrams, and illustrations, to convey the built design and character of redevelopment. The focus will be on establishing an appropriate scale and intensity aligned with Main Street or intersecting streets within Old Town. These depictions will adhere to the guidelines outlined in the Old Town Style Guide for:

- **Retail, Dining and Entertainment:** development scenarios will focus on complementing, expanding, replacing, and enhancing Main Street as a destination, as well as other streets within the vicinity. Special emphasis will be placed on identifying suitable locations for a "cluster of craft-type businesses" and "anchor" developments. These areas are envisioned to serve as a Project Area destination, offering a mix

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of daily-needs and visitor-oriented goods, services, hospitality, and food and beverage offerings. The selection of sites and proposed developments will align with the market analysis to ensure consistency with identified market demands and opportunities.

- **Housing and Mixed-Use:** development including a range of mixed-use, rental, for-sale, market-rate, and affordable housing alternatives.
- **Employment and Mixed-Use:** locations for new employment uses, maintaining existing stable uses and identifying potential employment clusters and commercial subareas within the Project Area.
- **Place-making:** Integrating Main Street, the Community Center, Central Park, and the recent Food Cart Pod as distinct amenities and opportunities for place-making through shared-street concepts, public gathering areas and potentially privately dedicated common-use areas that promote activity, Weaver Creek access and riparian habitat that provide an organizing element and amenity to Old Town.
- **Parking Strategy:** FFF and Transpo Group will identify the right balance of parking for residents, employees, and visitors needed to support a thriving Old Town and business environment. There is not a one-solution-fits-all approach, and parking strategies will be developed to balance the overall goals and objectives for Old Town. Transpo will work with COBG and the project team to determine the goals and objectives for the Old Town including those specific to parking. FFF will identify the future parking needs based on the proposed land use plan for the Subarea. Transpo will then develop a list of recommended parking strategies based on the parking needs and a review of best practices. Parking strategies identified will range from infrastructure needs to management to policy changes. Categories of strategies could include:
    - **Improving Efficiency.** These are strategies aimed at maximizing the use and efficiency of the parking supply.
    - **Reducing Demand.** These are strategies aimed at reducing parking demands through shifting travel modes and/or changing behaviors during peak demand periods.
    - **Awareness, Enforcement, and Authority.** These are strategies related to making the public aware of the parking regulations and locations, enforcing regulations and policies, and monitoring parking conditions to continually make improvements and ensure strategies are appropriate as conditions change.

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5.5 MOBILITY NETWORK AND TRAFFIC IMPACT ANALYSIS.

The Transpo Group will lead an assessment and evaluation of the mobility concepts, squaring the concepts with existing policies and best practices for managing adequate vehicular and truck access while ensuring walking and biking are viable alternatives to driving within the project area. In addition. Transpo will perform a high-level analysis of traffic and circulation impacts to the proposed street network as a result of the conceptual planning scenarios and identify key issues and potential mitigation measures to be addressed.

- **Roadway Cost Estimates:** Mackay Sposito will prepare planning level costs estimates for up to three roadways typical sections.

5.6 PRELIMINARY UTILITIES & STORMWATER INFRASTRUCTURE

Mackay Sposito will perform a high-level analysis of potential utilities impacts as a result of the conceptual planning scenarios and address potential service deficiencies. Concept level improvements and diagrams of water, sewer, electric and storm infrastructure will be developed with planning level cost estimates.

- **Overhead Utilities.** complete a high-level inventory of downtown private utility infrastructure and develop solutions for relocation of Clark Public Utilities as well as identified private communications and fiber.
- **Regional Stormwater.** provide a high-level analysis of anticipated stormwater runoff volumes for preliminary siting and sizing of a potential future regional stormwater facility using the Western Washington Hydrology Model; and a high-level assessment of up to two potential locations for a future regional stormwater facility. (Assessment will include reviewing property ownership and relative elevations, surrounding grading, and desktop review for sensitive areas for facility feasibility and function).
- **Water and Sewer** estimate demands based on existing and anticipated future redevelopment.
- **Gas-** complete a high-level inventory of downtown private gas lines and develop solutions for potential, replacement, or extensions to serve existing and anticipated redevelopment.
- **Infrastructure Cost Estimates** prepare planning level cost estimates for public utility improvements, stormwater treatment and detention solutions, and roadway.

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5.7 CONCEPTUAL PLANNING SUMMARY

FFF will provide a summary of the conceptual plans and evaluate concepts against the guiding principles, the ability to address the project objectives and concurrence with adopted plans and policies Findings of the assessments, evaluations and technical analyses will identify key issues to be addressed in the refinement of concept plans and frameworks for the Sub Area Plan.

TASK 5 Deliverables:

- Vision and guiding principles.
- Urban design StyleGuide
- Preliminary Mobility and Traffic Diversion Concepts. Up to two linear concept plans for Main Street and Traffic Diversions within the project limits. One schematic concept plan for Traffic Diversions. Up to two additional section-only concepts for Main Street within the project limits.
- Parking conditions memo and up to two future parking demand scenarios.
- Preliminary land Use and Infill Development Concepts
- Mobility and traffic Impacts Analysis and Concepts Assessment.
- Utility and Stormwater Infrastructure Improvement Concepts
- Utilities and Roadway Planning Level Cost Estimates
- Conceptual Planning Summary

6 "OLD TOWN" SUB AREA PLAN

FFF will prepare a Sub Area Plan that consolidates all work products and findings from previous project tasks, into a single Master Plan document. The master plan will outline alternative funding and financing strategies that COBG can consider as they implement a phased redevelopment of Old Town and priorities for capital infrastructure projects. The site's history, constraints, and connection to economic development can help COBG to position itself for broader state, federal, and potential philanthropic funding. The Sub Area Plan will describe the steps necessary to implement any policy changes that may be needed to support a successful public benefit development approach. In exploring grant funding, the plan will identify opportunities for state and federal agencies to provide grants, loans, and direct funding for projects that meet environmental, public health, economic, or parks, trails, and open space goals.

6.1 REGULATORY RECOMMENDATIONS

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Policies and regulations are anticipated to be time-sensitive projects that COBG can promptly initiate. The focus will be on regulations related to land use and parking, strategically identifying areas where COBG can implement appropriate regulations. This proactive approach aims to ensure that future development aligns with the goals of the Sub Area plan and remains consistent with the Comprehensive Plan.

6.2 OLD TOWN ORGANIZATION AND MANAGEMENT CONSIDERATIONS

Recommendations for a downtown organization or association will be identified and proposed to enhance capacity and effectively manage growth and activities related to Old Town.

6.3 FRAMEWORKS

Frameworks will address land use, mobility, utilities/infrastructure, and regulations to guide development and be presented as diagrams, plans, illustrations, and precedent images with supporting text.

- Mobility- identifies the network and design of multimodal facilities supporting Old Town, and traffic improvements to Main Street and surrounding streets.
- Land Use and Infill-identifies the type, location, and character of existing and future development.
- Utilities and Infrastructure- identifies the conceptual layout, and sizing of infrastructure improvements to support land uses and future infill development.
- Urban Design Style Guide-identifies the building form and design elements necessary to promote a unique Battle Ground style.

6.4 IMPLEMENTATION

The Implementation strategy prescribes a program for creating positive change and coordinating public and private investment to stimulate transit-oriented development for the catalyst property. The development strategy is founded on the principle that public dollars must be spent on projects that leverage significant private investment and spark widespread sustainable reinvestment in the station area.

- **Priority/Catalyst Projects—** Priority projects and catalyst site(s) that best address the project objectives and that in turn will result in significant positive change and substantial private investment will be identified. The selected projects will be those that can demonstrate that they are:

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  - Strategically located to induce nearby private sector development.
  - Positively change the public perception of Old Town
  - Stimulate Private development and redevelopment momentum.

- **Policies and Regulations** identify time-sensitive policies and regulatory changes and adoption that COBG can promptly initiate. The focus will be on regulations related to land use and parking, strategically identifying areas where COBG can implement appropriate regulations. This proactive approach aims to ensure that future development aligns with the goals of the Sub Area plan and remains consistent with the Comprehensive Plan.
- **Phasing Plan—** Considerations for phasing development and that considers current market conditions, developer considerations, and a strategy for investing in near term projects that increase the value of later development phases and ensuring that the best sites are leveraged for highest and best use and benefit to the community.
- **Funding/Financing Plan—** Update anticipated funding sources, strategies, and grant opportunities. Funding strategies could include private revitalization incentives or public programs such as TIF. Creative financing and incentives will be explored with the understanding that redevelopment may require some public investment to be realized. Potential partnerships will be identified that look to reduce building costs and offer reduced parking requirements or in-lieu parking fees as effective incentives. Initial public ownership of the land can further reduce the developer's cost while also giving COBG greater ability to ensure that the project will serve public interests.
- **Capital Plan— Update the 6-year and 20-year Capital Improvement Plan based upon transportation analysis, prioritizing projects, and providing costs.**
- **Action Plan (Projects,** Actions, **Schedule & Roles)—An implementation schedule will be prepared that outlines the timeline and sequence for the priority and catalyst projects with an emphasis on opportunities within a five-year timeframe. Tables will illustrate the project sequence for regulatory modifications and actions related to acquisition, design, approval and construction and the public versus private roles and responsibilities. Where appropriate, estimated costs and potential funding strategies or sources will be identified.**

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6.5 PLAN DOCUMENTATION

FFF will compile all of the planning work into a graphically compelling and well-organized, user friendly and heavily illustrated document. At a minimum, the Plan will include:

1. An executive summary, describing the Plan purpose, background, goals, objectives, and vision for addressing the project frameworks, fundamental concept, development capacity and plan implementation. This short concise summary will serve as a primary marketing material tool for promoting investment and building community support.

2. Public engagement, describing the process, methods of stakeholder involvement, summary of engagement outcomes for each phase and how public input was used to shape concepts, refinements, and the final small area plan.

3. Framework plans supporting the district themes— land use, multi-modal connections, regulations, parking, and green design.

4. Development strategy, emphasis on a 5-year planning horizon with recommended priority/catalyst projects, timeline, and action plan (roles, responsibilities, & financing) recommendations.

5. An appendix with the data collection and market analysis, conceptual planning, feasibility analysis summary memoranda, public involvement efforts conducted throughout the process; and style guide elements.

Documentation will be developed through an iterative process including:

- Plan Outline— FFF will identify a proposed Master Plan outline and structure for the document including topics to be addressed for each chapter. FFF will work with COBG staff to review and refine the outline before beginning to Review Draft Plan.
- Review Draft Plan—
- Final Plan for Adoption

TASK 6 Deliverables:

- Regulatory recommendations.
- Organization and management considerations.
- Framework plans.
- Implementation plan.
- Review Draft and Final Draft memos.
- Plan outline, review draft and final plan.

EXHIBIT "B"
COMPENSATION

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Fee for services:

Please see attached Project Fee Worksheet illustrating fee information broken down for each firm's project team. Reimbursable for this project are included in the overall fee.

CITY OF BATTLE GROUND'S "OLD TOWN" SUB-AREA PLAN	Consultant	Fee
Prime Consultant – Lead Consultant, Project Management/Facilitation, Community Engagement, Vision/Land Use & Development/Mobility Planning and Design, Standards/Guidelines, Implementation Strategies and Old Town Plan Documentation, Future Style Guide.	FIRST FORTY FEET	$126,785
Retail Experience, Local Business Liaison, Business Inventory, Beautification, Lighting, & Banner Program.	FrontDoorBack	$43,395
Build on the TSP, & CIP for Transportation and Multimodal Analysis, Connectivity Assessment, Parking, & Traffic Analysis. Capital Plan Roadway Projects Update	Transpo Group	$90,000
High-level Market Assessment, Infill Strategies, Development incentives and Potential Funding Strategies.	Leland Consulting Group	$ 40,020
Utilities Infrastructure Assessment and Conceptual Design, Stormwater Design Coordination, Capital project Cost Estimating, Capital Plan update and Funding Sources.	Mackay Sposito	$ 49,800
Total		$350,000

EXHIBIT "C"
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or

   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. §4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- National Highway Traffic Safety Administration Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms"programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CITY OF BATTLE GROUND
STAFF REPORT

To:	Erin Erdman, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 18, 2024
Proceeding Type:	Consent
Subject:	Sourcewell Cooperative Purchasing Agreement – Interlocal Agreement

Legislative History:	
• Action:	March 18, 2024

Staff Report Summary

The City Council will consider authorizing the City Manager to sign an Agreement with Sourcewell to participate in the cooperative purchasing program through passage of the consent agenda.

Background

Sourcewell is a cooperative purchasing program in the State of Minnesota and is an excellent source for acquiring equipment. RCW 39.34.030 allows for jurisdictions to join these cooperatives.

Currently, the City is a member of the State of Washington's cooperative and the City of Houston, Texas cooperative. This would provide us with another source of purchasing.

Goals & Objectives

Goal: Improve And Maintain Infrastructure Systems

Approval of a Joint Purchasing Agreement with Sourcewell allows for us to get good prices on equipment that will then be used to improve and maintain infrastructure.

Fiscal and Policy Implications

This Agreement doesn't cost anything. Purchasing would only be used for items approved by Council through the Budget where it is economically beneficial to Battle Ground.

Options

Option	Results
• Authorize Signing Of Agreement	City will have the option of purchasing from Sourcewell's contracts.
• Do Not Authorize Signing Of Agreement	City will not have the option of purchasing from Sourcewell's contracts.
• No Action	Signing of agreement will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the Cooperative Purchasing Agreement with Sourcewell.

Attachments

A.	Agreement

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Agreement	Cooperative Purchasing Agreement	Reviewed by the City Attorney on March 12, 2024.

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Sourcewell Cooperative Purchasing Program
Participation Agreement

This Participation Agreement is between Sourcewell and Participating Entity to provide access to Sourcewell's Cooperative Purchasing Program. Sourcewell's Board of Directors has approved these terms and conditions through operation of this intergovernmental Participation Agreement. Participating Entity approves this Agreement upon registration with Sourcewell.

Section 1: Authority

1.1 Sourcewell is a service cooperative established by Minn. Stat. § 123A.21 as a local unit of government pursuant to the Minn. Const. art. XII, sec. 3.

1.2 Sourcewell is authorized to provide a Cooperative Purchasing Program by Minn. Stat. § 123A.21, subd. 7(23) to Participating Entities.

1.3 Sourcewell's cooperative purchasing contracts and master agreements are offered through Minn. Stat. § 471.59 and this Participation Agreement. The Sourcewell Board of Directors has approved these participation terms, and Sourcewell is authorized to enter this interlocal or joint powers agreement with an eligible Participating Entity through this Participation Agreement.

1.4 Participation in Sourcewell's Cooperative Purchasing Program is open to eligible Participating Entities. A Participating Entity is any eligible entity registering with Sourcewell, including: any government unit, including a state, city, county, town, village, school district, political subdivision of any state, federally recognized Indian tribe, any agency of the United States, any instrumentality of a governmental unit, any other entity as defined in Minn. Stat. § 471.59 Subd. 1(b), and any entity as defined in Art. VI of the Sourcewell Bylaws.

1.5 Participating Entity and Sourcewell agree this Participation Agreement is for the purpose of allowing access to available Sourcewell Cooperative Purchasing Program contracts and master agreements with awarded suppliers.

1.6 Participating Entity represents, through an authorized signatory, it is eligible for participation as defined in this Agreement.

Section 2: General Terms

2.1 Sourcewell will make its Cooperative Purchasing Program available to Participating Entity. Sourcewell programs and master agreements are provided to Participating Entity "as is." Sourcewell makes no representation as to warranties of quality, merchantability, or fitness for a particular purpose. Participation in the Program is voluntary and non-exclusive.

2.2 To purchase from Sourcewell contracts and master agreements, Participating Entity must enter into a purchase order or other subsequent agreement in accordance with the terms and conditions of master agreements directly with a supplier. Participating Entity will be responsible

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for all aspects of its purchase, including ordering its goods and services, inspecting, accepting the goods and services, and prompt payment to supplier who will have directly billed the Participating Entity.

2.3 The Parties to this Agreement will adhere to all applicable laws concerning the procurement of goods and services in its respective jurisdiction.

2.4 Access to the Cooperative Purchasing Program is effective upon the date of Participating Entity's completed registration. The Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party.

2.5 Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof.

2.8 There will be no financial remunerations by or obligations upon Participating Entity for participation in Sourcewell Cooperative Purchasing Program.

2.9 Sourcewell's Cooperative Purchasing Program master agreements will be procured in compliance with Minnesota law and the Sourcewell Cooperative Purchasing Program.

2.10 The records and documents related to this this Agreement are subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

Section 3: Approval

The Sourcewell Board of Director has approved this Policy effective July 1, 2022.

Sourcewell:

DocuSigned by:
By Gregory Zylka
6BD483Z69B484F1...
Authorized Signature – Signed

By Greg Zylka
Name – Printed
Title Sourcewell Board of Directors Chair
Date 8/19/2022 | 9:40 AM CDT

DocuSigned by:
By Sara Nagel
9BEF5D6F88D140B...
Authorized Signature – Signed

By Sara Nagel
Name – Printed
Title Sourcewell Board of Directors Clerk
Date 8/19/2022 | 10:35 AM CDT

Participating Entity:

By
Authorized Signature – Signed

By Erin Erdman
Name – Printed
Title City Manager
Date 03/18/2024

CITY OF BATTLE GROUND
RESOLUTION NO. 24-04

A RESOLUTION IN OPPOSITION TO THE PROPOSED AND FUTURE EXPANSION OF THE FREIGHT RAIL DEPENDENT USE (FRDU) AFFECTING THE CITY OF BATTLE GROUND AND ADJACENT COUNTY LANDS AS WELL AS THE CHANGE TO HEAVY INDUSTRY ZONING SOUTH OF THE CITY OF BATTLE GROUND.

WHEREAS, the Freight Rail Dependent Use (FRDU) is slated to be expanded to include heavy industrial use and zoning to the south of the City of Battle Ground with potential expansion along the entire line; and

WHEREAS, the City of Battle Ground has no current or proposed customers for the railroad and gains no positive economic impact from reactivation of the railway; and

WHEREAS, train traffic adjacent to residential neighborhoods will decrease property values resulting in a probable loss for the city's corresponding tax base; and

WHEREAS, many of the crossings in Battle Ground are in residential areas and will require an audible horn lasting at least 15 seconds, decreasing the livability and small-town feel of our city; and

WHEREAS, millions of state dollars will be required to upgrade this line which would be best served elsewhere; and

WHEREAS, train traffic will likely increase potential delays in emergency vehicle response, adversely affecting our medically fragile population; and

WHEREAS, the multiple railroad crossings in Battle Ground are at-grade and non-signalized. They are also located near high traffic areas frequented by youth, such as the Battle Ground Skate & Bike Park, thus posing a safety hazard.

WHEREAS, the City of Battle Ground would prefer to explore the possibility of tourism related activities for this rail; and

NOW, THEREFORE IT BE RESOLVED by the City Council of the City of Battle Ground as follows:

1. Any reactivation of the Chelatchie Prairie Railroad within city limits would adversely affect Battle Ground's economic health and livability.

2. The City Council strongly urges the immediate cessation of the proposed and future expansion of the Freight Rail Dependent Use (FRDU).

3. The Clerk of the City of Battle Ground is hereby directed to forward copies of the resolution to the Clark County Council, all cities within Clark County, legislators of the 17th, 18th, 20th, and 49th districts, the Washington State Department of Commerce, the Governor of the State of Washington.

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

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR OF THE CITY OF BATTLE GROUND IN AN OPEN MEETING this 18th day of March 2024

CITY OF BATTLE GROUND, WASHINGTON:

By: _____
Troy McCoy, Mayor

Attest:

By: _____
Elizabeth Halili, City Clerk

Approved as to Form:

By: _____
Kirk Ehlis, City Attorney

CITY OF BATTLE GROUND
STAFF REPORT

To:	Erin Erdman, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	March 18, 2024
Proceeding Type:	Presentation
Subject:	Zing Broadband Franchise Agreement

Legislative History:	
• Presentation:	March 4, 2024
• Presentation/Motion:	March 18, 2024

Staff Report Summary

Staff will present information on a Franchise Agreement with Zing Broadband.

Background

Staff has been working with Zing Broadband 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 an automatic five (5) year renewal unless either party gives notice.

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.

Goals & Objectives

Goal: Cultivate Opportunities For Private Economic Development

Approval of a Franchise Agreement with Zing Broadband allows for them to provide internet services to homeowners and businesses, which can allow for those end users to gain economic benefit by the ability to use the internet.

Fiscal and Policy Implications

N/A

Options

Option	Results
• Approve Agreement	Zing Broadband will be able to use the City's ROW to provide internet services.
• Do Not Approve Agreement	Zing Broadband will not be able to use the City's ROW to provide internet services.
• No Action	No action will be taken until staff provided additional information.

Staff Recommendation

Staff recommends that City Council adopt Ordinance #2024-03.

The recommended motion would be: "I move to approve Ordinance #2024-03 granting Njord LLC DBA Zing Broadband a Franchise as presented".

Attachments

A.	Franchise Agreement
B.	Ordinance

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Agreement	Franchise Agreement	Reviewed by the City Attorney on October 20, 2023.
• Ordinance	Ordinance Granting Njord LLC A Franchise	Reviewed by the City Attorney on February 22, 2024.

FRANCHISE AGREEMENT
BETWEEN THE CITY OF BATTLE GROUND
AND
NJORD LLC DBA ZING BROADBAND

THIS IS A FRANCHISE AGREEMENT, entered into under the authority of RCW 35A.11.020, which grants the City broad authority to regulate the use of the public right-of-way and RCW 35A.47.040, which grants the City broad authority to grant nonexclusive franchise agreements between the City of Battle Ground (the “City”) and Njord LLC DBA Zing Broadband (“Grantee").

WHERAS, 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 this Franchise;

NOW, THEREFORE, THE CITY OF BATTLE GROUND AND NJORD LLC DBA ZING BROADBAND AGREE 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 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 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 specifically 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 and 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 maintain accurate engineering plans and details of all installed Facilities within the Franchise Area and shall provide such information in both paper and electronic form using the most current AutoCAD version (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. The City shall determine the acceptability of any as-built submittals provided under this Section.

Section 7.2 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 7.3 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 7.3 shall be construed to require Grantee to violate state or federal law regarding customer privacy, nor shall this Section 7.3 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 7.3 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 7.4 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 7.4 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 7.5 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 $2,000,000.00 for each accident;

(c) Worker's compensation within statutory limits and employer's liability insurance with limits of not less than $1,000,000.00;

(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 Any Facilities which are not removed within one hundred (120) days of either the date of termination or revocation or the date the City issued a permit authorizing removal, whichever is later, shall automatically become the property of the City. Any costs incurred by the City in safeguarding such Facilities or removing the Facilities shall be reimbursed by Grantee. Nothing contained within this Section 18 shall prevent the City from compelling Grantee to remove any such Facilities through judicial action when the City has not permitted Grantee to abandon said Facilities in place.

Section 18.4 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 18.5 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 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.

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.

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

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

Njord LLC D/B/A Zing Broadband
Juan Rivera-Strandberg
1721 SE Grace Ave Suite C
Battle Ground, WA 98064

Invoices:
Juan Rivera-Strandberg
(406) 607 - 9325

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, and any other similar act of God event.

Section 43 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 44 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.

CITY OF BATTLE GROUND
APPROVED:

_____

Erin Erdman
City Manager

NJORD LLC DBA ZING BROADBAND
APPROVED:

_____

Juan Rivera-Strandberg
Principal Officer

ATTEST/AUTHENTICATED:

_____

Elizabeth Halili
City Clerk

APPROVED AS TO FORM:

_____

Kirk Ehlis
City Attorney

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2024, before me the undersigned, a Notary Public in and for the State of _____, duly commissioned and sworn, personally appeared, Juan Rivera-Strandberg of Njord LLC DBA Zing Broadband, 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: _____

ORDINANCE NO. 2024-03

AN ORDINANCE OF THE CITY OF BATTLE GROUND GRANTING TO NJORD LLC DBA ZING BROADBAND, THE RIGHT PRIVILEGE, AUTHORITY AND 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.

WHEREAS, the City of Battle Ground (City) has a legitimate and necessary regulatory role in ensuring the availability of broadband telecommunications service and reliability of such services in its jurisdiction, and,

WHEREAS, Njord LLC DBA Zing Broadband ("Grantee") is a broadband telecommunications company that provides voice and data services to customers; and,

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

WHEREAS, a franchise for the 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 the 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 rights-of-way and RCW 35A.47.040 grants to the City broad authority to grant nonexclusive franchise agreements; and,

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

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

Section 1. The Franchise Agreement Between the City of Battle Ground and Njord LLC dba Zing Broadband, attached as Exhibit "A", is hereby approved and adopted.

Section 2. Njord LLC dba Zing Broadband is granted a nonexclusive franchise in accordance with the terms and conditions of said Franchise Agreement.

Section 3. This ordinance shall take effect and be in force _____, 2024 after its passage and publication pursuant to law.

ADOPTED AT THE REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, THIS ____ DAY OF _____, 2024.

CITY OF BATTLE GROUND

_____
Troy McCoy, Mayor

Attest:

_____
Elizabeth Halili, City Clerk

Approved as to form:

_____
Kirk Ehlis, City Attorney

CITY OF BATTLE GROUND
STAFF REPORT

To:	Erin Erdman, City Manager
From:	Meagan Lowery, Finance and Information Services Director
Date:	March 18, 2024
Proceeding Type:	PRESENTATION
Subject:	4th Quarter 2023 Financial Overview

Legislative History:	
• Presentation Only	March 18, 2024

Staff Report Summary

This presentation provides council with an overview of the city's fourth quarter 2023 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