BATTLE GROUND CITY COUNCIL AGENDA
MONDAY, JANUARY 5, 2026

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

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

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

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

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

Study Session

QUORUM NOTICE – 6:00 P.M.
Topic: Council Photography Session
Summary: Councilmembers will be in attendance for individual and group photographs.

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

OATH OF OFFICE
Councilmember Troy McCoy, Position No. 1; Councilmember Jeanie Kuypers, Position No. 4; Councilmember Aimee Vaile, Position No. 5; and Councilmember Brian Munson, Position No. 6.

MAYORAL SELECTION AND APPOINTMENT

DEPUTY MAYORAL SELECTION AND APPOINTMENT

MOTION TO APPROVE AGENDA

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports
Mayor's Report

- Salary Commission Position No. 1 Re-appointment: Neil Butler, 3-Year Term January 1, 2026 – December 31, 2028
- Planning Commission Position No. 2 Appointment: Gary Obermeyer, 4-Year Term January 1, 2026 – December 31, 2029
- C-TRAN Board of Directors Council Liaison and Alternate Appointments

Presentations

- Serving Beyond the Badge: Thanksgiving Edition & Recognition
- Battle Ground Police Department New Badge Presentation
- City of Battle Ground 75th Anniversary Celebration Planning

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 December 1, 2025
B. Claim Vouchers dated 12/09/2025 #98857-#98932, and Bank Drafts, in the amount of $1,771,381.84
C. Claim Vouchers dated 12/16/2025 #98933-#99003, and Bank Drafts, in the amount of $287,806.64
D. Claim Vouchers dated 12/23/2025 #99004-#99054, and Bank Drafts, in the amount of $1,146,982.41
E. Payroll dated 12/10/25, direct deposits of $301,956.80 for a total payroll of $301,956.80. No vouchers were issued in this payroll.
F. Payroll dated 12/23/2025, voucher #29295 in the amount of $2,616.44, and direct deposits of $311,485.20 for a total payroll of $314,101.64
G. 2026-2031 Intergovernmental Agreement for Grounds, Equipment, and Maintenance ("GEM") Services
H. SW Eaton Boulevard Improvements – ROW Purchase Approval - Schlecht
I. SW Eaton Boulevard Improvements – ROW Purchase Approval – WMR

PUBLIC HEARING

Ordinance No. 2026-01: KinderCare Utility Easement Vacation: Presentation/Public Hearing/Motion

Presented by Public Works Director Mark Herceg

Summary: Council will hear public testimony and consider the adoption of Ordinance No. 2026-01, granting a request to vacate an existing utility easement across property owned by KinderCare at 910 SW Scotton Way.

BUSINESS

ADMINISTRATIVE REPORTS

COUNCIL COMMUNICATIONS

ADJOURNMENT

NEXT MEETING DATE: Tuesday, January 20, 2026 – No Study Session – Regular Meeting at 7:00 p.m.

Public Notices:

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

Battle Ground City Council Meeting Minutes
Monday, November 17, 2025

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

The Pledge of Allegiance was recited.

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

COUNCIL: Mayor Troy McCoy, Deputy Mayor Shane Bowman, and Councilmembers Tricia Davis, Cherish DesRochers, Victoria Ferrer, Jeanie Kuypers, and Eric Overholser (via Zoom)

ABSENT: None.

STAFF: City Manager Kristina Swanson, Deputy City Manager Robert Ferrier, Finance and Information Services Director Meagan Lowery, Police Chief Dennis Flynn, Public Works Director Mark Herceg, Community Development Director Kristin Lehto, Planning Supervisor Samuel Crummett, Communications Manager and Public Information Officer Alisha Smith, Acting City Attorney Kirk Ehlis, and City Clerk Elizabeth Halili.

OATH OF OFFICE **7:01 p.m.**

Councilmember-Elect Jeanie Kuypers, Position No. 4, unexpired term ending December 31, 2025
Mayor McCoy announced that Jeanie Kuypers had been elected to Position No. 4 on the City Council to serve the unexpired term ending December 31, 2025. Mayor McCoy noted that Ms. Kuypers was previously appointed by the Council to fill the position from February 3 through November 25, 2025. City Clerk Elizabeth Halili administered the Oath of Office to Councilmember Kuypers, who then delivered a brief statement.

MOTION TO APPROVE AGENDA **7:04 p.m.**

MOTION: Councilmember DesRochers moved to amend the meeting agenda by removing the Certificate of Municipal Leadership Award from the Presentations section, noting that Councilmember Eric Overholser is attending remotely and the Council would prefer to present the award in person.
SECOND: Councilmember Kuypers
VOTE: Motion carried 7-0

SUMMARY REPORTS AND PRESENTATIONS **7:05 p.m.**

Councilmember Reports:

- **None**

Mayor's Report:

Recognition of Outgoing Councilmembers

Mayor McCoy recognized and thanked outgoing Councilmembers Tricia Davis (Position No. 5) and Cherish DesRochers (Position No. 6) for their service to the City of Battle Ground and presented each with a commemorative plaque.
Councilmember Davis and Councilmember DesRochers provided brief statements and thanked the Council and Staff for their dedication and service to the community.
The Council thanked Councilmembers Davis and DesRochers for their dedication and service to the Battle Ground community.

City Manager Kris Swanson provided a brief statement and invited Councilmember Tricia Davis to step down from the dais to receive a gift from the city.

City Manager Kris Swanson provided a brief statement and invited Councilmember Cherish DesRochers to step down from the dais to receive a gift from the city.

Mayor McCoy invited members of the public to provide comment:

- *Jessica Cole of Battle Ground provided a brief statement.*
- *John Idsinga of Battle Ground provided a brief statement.*
- *A brother of Councilmember DesRochers provided a brief statement.*
- *Max Booth provided a brief statement*
- *Aimee Vaile of Battle Ground provided a brief statement.*

- *Mayor McCoy reported that, following the recent passing of former Washougal Mayor and Councilmember Molly Coston, he now serves as Chair of the C-TRAN Board Composition Review Committee (BCRC). He noted that he has requested the City Attorney to file a Notice of Appearance to ensure the City is notified of any legal action involving the BCRC. Mayor McCoy further stated that he will likely request an Executive Session on this matter in the future.*
- *Mayor McCoy provided a brief statement regarding SB 5820 for the 2025-2026 legislative session which focuses on the inclusion of Freight Rail Dependent Use (FRDU) overlays in local comprehensive plans.*

Presentations:

- **New Employee Introduction: Heather Sveinsson, Recreation & Event Center Coordinator**
  Deputy City Manager Robert Ferrier introduced Heather Sveinsson, Recreation and Event Center Coordinator, to the Council. Ms. Sveinsson provided a brief statement and was welcomed by the Council.
- **Certificate of Municipal Leadership Award: Councilmember Eric Overholser**
  *This item was removed from the meeting agenda by earlier motion.

CITIZEN'S COMMUNICATIONS **7:28 p.m.**

- *Jessica Cole provided public comment.*

CONSENT AGENDA **7:30 p.m.**

A. City Council Study Session Minutes of November 17, 2025
B. City Council Regular Meeting Minutes of November 17, 2025
C. Claim Vouchers dated 11/10/2025, #98675-#98745, and Bank Drafts, in the amount of $1,175,445.39
D. Claim Vouchers dated 11/18/2025, #98746-#98802, and Bank Drafts, in the amount of $213,595.05

E. Claim Vouchers dated 11/24/2025, #98803-#98855, and Bank Drafts, in the amount of $289,886.60
F. Claim Vouchers dated 11/25/2025, #98856, in the amount of $10,023.60
G. Payroll dated 11/25/2025, direct deposits of $312,651.90 for a total payroll of $312,651.90.
H. Interlocal Agreement with the City of Ridgefield for Municipal Court Services
I. Interlocal Agreement with the City of La Center for Municipal Court Services
J. NW Regional Training Center – Interlocal Agreement
K. 2026-2029 Municipal Court Judge Certification – Judge Andrew Wheeler

MOTION: Deputy Mayor Bowman moved to approve the Consent Agenda in its entirety as presented.
SECOND: Councilmember DesRochers
VOTE: Motion carried 7-0

PUBLIC HEARINGS **7:31 p.m.**

Comprehensive Plan Update – Presentation/Public Hearing
Presented by Community Development Director Kristin Lehto
Summary: Council heard testimony regarding the Comprehensive Plan Update and considered moving the draft plan forward.

Director Lehto introduced Planning Supervisor Samuel Crummett
Planning Supervisor Crummett provided a brief presentation.

Mr. Crummett provided the Council with a handout entitled NW 30th/NW 249th Street Proposed Property Inclusion in UGB, submitted by Marty and Nancy Miller and Josh Haldeman.

Mayor McCoy opened the public hearing at 7:34 p.m.
- *Marty Miller of Battle Ground provided public testimony.*
- *Jessica Cole of Battle Ground provided public testimony*
- *Pearl Agard of Battle Ground provided public testimony*

Mayor McCoy closed the public hearing at 7:42 p.m.

The Council discussed the presentation.
Supervisor Crummett responded to questions from the Council.

MOTION: Councilmember Overholser motioned to move the draft Comprehensive Plan forward as drafted and to include these parcels as recommended by the Planning Commission.
SECOND: Councilmember Kuypers
VOTE: Motion carried 7-0

CONSENSUS was reached by the Council to bring the proposed property (12818 NE 249th Street and 25012 NE Dublin Road) into the Urban Growth Boundary (UGB) area.

Ordinance 2025-18: Fiscal Year 2026 Operating and Capital Improvement Budget – Presentation/Public Hearing/Motion
Presented by Finance and Information Services Director Meagan Lowery.
Summary: Council heard public testimony and considered the adoption of Ordinance 2025-18: Fiscal Year 2026 Operating and Capital Improvement Budget.

Director Lowery provided a brief presentation.

Mayor McCoy opened the public hearing at 7:53 p.m.

- *None provided public testimony*

Mayor McCoy closed the public hearing at 7:53 p.m.

City Clerk Halili read the title of Ordinance 2025-18

MOTION: Councilmember Bowman moved to adopt Ordinance 2025-18: Fiscal Year 2026 Operating and Capital Improvement Budget in its entirety as presented.
SECOND: Councilmember Kuypers
The Council discussed the motion and thanked Director Lowery for her work on the 2026 Budget.
VOTE: Motion carried 7-0
AYES: Mayor McCoy, Deputy Mayor Bowman, and Councilmembers Davis, DesRochers, Ferrer, Kuypers, and Overholser

Comprehensive Stormwater Master Plan Update – Presentation/Public Hearing
Presented by Public Works Director Mark Herceg
Summary: Council heard testimony and received a presentation on the Comprehensive Stormwater Master Plan (CSMP) Update that is occurring in correlation with the Comprehensive Plan Update process.

Director Herceg introduced Emily Stephens of Windsor Engineers
Ms. Stephens presented the Comprehensive Stormwater Master Plan Update to the Council.

The Council discussed the presentation.
Director Herceg responded to questions from the Council regarding impact fees and recommendations.

Mayor McCoy opened the public hearing at 8:03 p.m.

- *None provided public testimony*

Mayor McCoy closed the public hearing at 8:04 p.m.

The Council discussed the presentation.
Director Herceg responded to questions from the Council.

BUSINESS **8:04 p.m.**

- None

ADMINISTRATIVE REPORTS **8:04 p.m.**

- *City Manager Kris Swanson reported on the City's holiday festivities, decorations, and holiday banners. She noted that Luke Rogers, owner of Clean Choice Services, is a primary sponsor of the holiday tree lighting event at the Event Center and acknowledged additional generous donations from local businesses. Ms. Swanson announced that the Tree Lighting event will be held at the Event Center on Friday, December 5, at 5:30 p.m. Further details are available on the City's website, press releases, and social media platforms.*

COUNCIL COMMUNICATIONS **8:06 p.m.**

- *Councilmember DesRochers: Provided a brief statement thanking City Staff for all that they've done for Council and the City.*

- *Councilmember Kuypers addressed traffic and public safety concerns at the intersection of Grace Avenue and Main Street. She requested updates from Public Works Director Mark Herceg and staff regarding recommended short-term safety solutions, associated costs, and timelines, as well as how these measures could align with the long-term improvement project for the intersection and Main Street.*

CONSENSUS was reached by the Council directing staff to present the recommended short-term solutions, associated costs, and timelines to Council at a meeting in January 2026.

- Mayor McCoy: Requested volunteers from the Council for Christmas Light Judging

ADJOURNMENT

The regular meeting was adjourned at 8:10 p.m.

Next Meeting Date: Monday, January 5, 2026 – Photography Session at 6:00 p.m. – Regular meeting at 7:00 p.m.

Troy McCoy
Mayor

Elizabeth Halili
City Clerk

Date of approval by the City Council: January 5, 2026

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

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- Información será traducida al español a petición de *cityclerk.info@cityofbg.org*
- Информация имеется на русском языке по запросу на *cityclerk.info@cityofbg.org*.
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- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

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

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $1,771,381.84 ON THIS, THE 9TH DAY OF DECEMBER, 2025.

	ACCTG DATE	AMOUNT	
98857-98861	12/10/2025	$ 15,242.74	PAYROLL AP
BANK DRAFT	12/10/2025	$ 335,470.90	PAYROLL AP
98862	12/08/2025	$ 1,150.00	REGULAR AP
BANK DRAFT	12/09/2025	$ 9,785.70	FUEL AP
98863-98932	12/08/2025	$1,409,732.50	REGULAR AP
		$1,771,381.84	

Battle Ground, WA

Check Register

Packet: APPKT04736 - PRAP121025

By Vendor Name

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00067	AFLAC	12/10/2025	Regular	0.00	539.85	98857
00218	AWC EMPLOYEE BENEFIT TRUST	12/10/2025	Bank Draft	0.00	115,340.80	DFT0002848
00265	BATTLE GROUND POLICE ASSOC.	12/10/2025	Regular	0.00	1,500.00	98858
00667	DEFERRED COMPENSATION	12/10/2025	Bank Draft	0.00	2,883.18	DFT0002849
00702	DEPT OF RETIREMENT SYSTEMS	12/10/2025	Bank Draft	0.00	53,104.51	DFT0002850
02559	INTERNAL REVENUE SERVICE- FED T	12/10/2025	Bank Draft	0.00	104,630.49	DFT0002851
01241	KAISER FOUNDATION HEALTH PLAN	12/10/2025	Bank Draft	0.00	50,438.73	DFT0002852
01368	LIFE INSURANCE CO. OF NORTH AM	12/10/2025	Regular	0.00	2,423.25	98859
03434	MISSIONSQUARE	12/10/2025	Regular	0.00	8,207.64	98860
01528	NAVIA BENEFIT SOLUTIONS	12/10/2025	Bank Draft	0.00	1,532.79	DFT0002853
02175	TEAMSTERS LOCAL UNION NO. 58	12/10/2025	Regular	0.00	2,572.00	98861
03461	WEALTH CARE SAVER	12/10/2025	Bank Draft	0.00	7,540.40	DFT0002854

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	15	5	0.00	15,242.74
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	37	7	0.00	335,470.90
EFT's	0	0	0.00	0.00
	52	**12**	**0.00**	**350,713.64**

Battle Ground, WA

Check Register

Packet: APPKT04738 - R AP 12/08/2025 FOUNDERS

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
04378	FOUNDER'S COFFEE & MERCANTILE	12/08/2025	Regular	0.00	1,150.00	98862

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	1	1	0.00	1,150.00
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
	1	**1**	**0.00**	**1,150.00**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	1,150.00
			1,150.00

Battle Ground, WA

Check Register

Packet: APPKT04758 - FLEET 11/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03043	US BANK VOYAGER FLEET SYSTEM	12/09/2025	Bank Draft	0.00	9,785.70	DFT0002859

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	9,785.70
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**9,785.70**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	9,785.70
			9,785.70



Battle Ground, WA

Check Register

Packet: APPKT04756 - R AP 12/08/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00051	ADP SCREENING & SELECTION SERVI	12/09/2025	Regular	0.00	39.12	98863
00075	AKS ENGINEERING & FORESTRY	12/09/2025	Regular	0.00	4,058.75	98864
00107	ALPHA IMPRESSIONS, INC	12/09/2025	Regular	0.00	1,090.10	98865
00147	ANDREW W. WHEELER	12/09/2025	Regular	0.00	5,300.00	98866
02796	BERK	12/09/2025	Regular	0.00	10,646.75	98867
00295	BG PUBLIC SCHOOLS	12/09/2025	Regular	0.00	118,277.00	98868
03133	BRAD PIESCH AGGRESSIVE ENTERPR	12/09/2025	Regular	0.00	95.00	98869
00324	BRANDON C. CAMPBELL	12/09/2025	Regular	0.00	3,675.00	98870
00327	BRATTAIN INTERNATIONAL TRUCKS	12/09/2025	Regular	0.00	4,730.33	98871
00344	BSK ASSOCIATES	12/09/2025	Regular	0.00	758.00	98872
00393	CASCADE COLUMBIA DISTRIBUTION	12/09/2025	Regular	0.00	1,408.76	98873
04348	CASTRO, JAY	12/09/2025	Regular	0.00	100.00	98874
03311	CENTRALSQUARE TECHNOLOGIES, L	12/09/2025	Regular	0.00	45.00	98875
00428	CFM STRATEGIC COMMUNICATIONS	12/09/2025	Regular	0.00	4,680.00	98876
02951	CITY OF CAMAS	12/09/2025	Regular	0.00	1,043.55	98877
00868	CLARK COUNTY FIRE DISTRICT 3	12/09/2025	Regular	0.00	4,236.83	98878
00868	CLARK COUNTY FIRE DISTRICT 3	12/09/2025	Regular	0.00	11,818.00	98879
00869	CLARK COUNTY FIRE DISTRICT 5	12/09/2025	Regular	0.00	225.00	98880
00512	CLARK COUNTY TREASURER	12/09/2025	Regular	0.00	2,200.00	98881
00515	CLARK PUBLIC UTILITIES	12/09/2025	Regular	0.00	44,226.37	98882
01497	CONSOR NORTH AMERICA INC	12/09/2025	Regular	0.00	7,665.25	98883
02557	CORE & MAIN LP	12/09/2025	Regular	0.00	1,128.19	98884
00646	DATABAR	12/09/2025	Regular	0.00	6,445.73	98885
00732	DISCOVERY CLEAN WATER ALLIANCE	12/09/2025	Regular	0.00	364,001.11	98886
03262	DOWL, LLC	12/09/2025	Regular	0.00	7,341.25	98887
00870	FIRE SYSTEMS WEST, INC	12/09/2025	Regular	0.00	423.54	98888
03321	FRAZIER, KEEGAN	12/09/2025	Regular	0.00	450.00	98889
03835	FREEDOM TOWING & TRANSPORT L	12/09/2025	Regular	0.00	322.54	98890
00919	GAMETIME	12/09/2025	Regular	0.00	62,731.09	98891
04097	HALE, ERIK	12/09/2025	Regular	0.00	264.73	98892
01019	HARPER HOUF PETERSON RIGHELLIS	12/09/2025	Regular	0.00	5,073.75	98893
04233	HOCKINSON SCHOOL DISTRICT	12/09/2025	Regular	0.00	7,737.00	98894
01146	INDUSTRIAL SYSTEMS INC	12/09/2025	Regular	0.00	828.00	98895
01179	IRON MOUNTAIN	12/09/2025	Regular	0.00	1,210.08	98896
01192	J2 BLUE PRINT SUPPLY CO	12/09/2025	Regular	0.00	217.11	98897
04374	JACKSON, JAKAYLA	12/09/2025	Regular	0.00	350.00	98898
01265	KINNAN, WADE	12/09/2025	Regular	0.00	300.00	98899
01378	LOOMIS	12/09/2025	Regular	0.00	454.40	98900
04276	MADDEN FABRICATION, INC	12/09/2025	Regular	0.00	183,626.32	98901
01447	METROWATCH	12/09/2025	Regular	0.00	945.00	98902
01464	MILLER, ROBERT	12/09/2025	Regular	0.00	138.00	98903
01466	MINERT & ASSOCIATES, INC	12/09/2025	Regular	0.00	308.00	98904
01528	NAVIA BENEFIT SOLUTIONS	12/09/2025	Regular	0.00	200.00	98905
04252	NELSON TRUCK EQUIPMENT INC	12/09/2025	Regular	0.00	2,290.28	98906
02968	NEW YORK LIFE INSURANCE CO	12/09/2025	Regular	0.00	8,590.20	98907
03752	NURNBERG SCIENTIFIC	12/09/2025	Regular	0.00	1,221.18	98908
01646	ONE CALL CONCEPTS, INC	12/09/2025	Regular	0.00	130.66	98909
01669	OTAK	12/09/2025	Regular	0.00	996.75	98910
01689	PACIFIC POWER GROUP, LLC	12/09/2025	Regular	0.00	2,823.24	98911
01728	PBS ENGINEERING & ENVIRONMENT	12/09/2025	Regular	0.00	17,993.25	98912
01768	PLATT	12/09/2025	Regular	0.00	5,763.34	98913
03575	REED, KEVIN	12/09/2025	Regular	0.00	167.49	98914
01939	ROTSCHY, INC	12/09/2025	Regular	0.00	143,709.07	98915
02043	SMARSH	12/09/2025	Regular	0.00	166.49	98916

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04376	STALEY, MELISSA	12/09/2025	Regular	0.00	350.00	98917
02585	TAPANI INC	12/09/2025	Regular	0.00	340,378.50	98918
02179	TECHNOLOGY INTEGRATION GROUF	12/09/2025	Regular	0.00	126.41	98919
04375	TESNER KLEINER, JANE	12/09/2025	Regular	0.00	500.00	98920
04319	THE BRANDENBURG LAW FIRM	12/09/2025	Regular	0.00	1,000.00	98921
04210	TOTAL MECHANICAL INC	12/09/2025	Regular	0.00	2,701.81	98922
04377	TUMLINSON, JENNIFER	12/09/2025	Regular	0.00	500.00	98923
02294	UNIFIRST CORPORATION	12/09/2025	Regular	0.00	335.26	98924
02305	UNIVERSAL FIELD SERVICES, INC	12/09/2025	Regular	0.00	2,368.00	98925
04154	VANCOUVER DEFENDERS	12/09/2025	Regular	0.00	500.00	98926
02343	VASILIY AND ALLA CLEANING SERVIC	12/09/2025	Regular	0.00	3,660.04	98927
02375	WA ASSOC OF SHERIFFS & POLICE	12/09/2025	Regular	0.00	75.00	98928
03614	WALSH, KENNETH	12/09/2025	Regular	0.00	298.35	98929
02397	WALTER E. NELSON COMPANY	12/09/2025	Regular	0.00	553.72	98930
02419	WASHINGTON STATE PATROL	12/09/2025	Regular	0.00	225.00	98931
02497	WILCO	12/09/2025	Regular	0.00	618.31	98932
04226	DELTA DENTAL OF WASHINGTON	12/09/2025	Bank Draft	0.00	226.50	DFT0002857
04368	MADDOX	12/09/2025	Bank Draft	0.00	649.00	DFT0002858

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	87	70	0.00	1,408,857.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	2	2	0.00	875.50
EFT's	0	0	0.00	0.00
	89	**72**	**0.00**	**1,409,732.50**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	1,409,732.50
			1,409,732.50

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

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $287,806.64 ON THIS, THE 16TH DAY OF DECEMBER, 2025.

	ACCTG DATE	AMOUNT	
BANK DRAFT	12/10/2025	$ 75,201.97	PCARD PAYMENT
98933-98979	12/15/2025	$ 209,114.29	REGULAR A/P
98980-99003	12/16/2025	$ 3,490.38	UTILITY A/P
		$ 287,806.64	

Battle Ground, WA

Check Register

Packet: APPKT04779 - R AP 12/15/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03599	2 WATCH MONITORING INC OF VAN	12/15/2025	Regular	0.00	5,400.00	98933
04386	ATTY JACK GREEN	12/15/2025	Regular	0.00	2,200.00	98934
04379	BELAMOUR INC	12/15/2025	Regular	0.00	500.00	98935
04193	BNTELLIGENCE INC	12/15/2025	Regular	0.00	4,844.73	98936
04380	BONDAREV, ANNA	12/15/2025	Regular	0.00	350.00	98937
00319	BOYD, GAFFNEY, SOWARDS & TREO	12/15/2025	Regular	0.00	3,450.00	98938
00351	BUILDING MAINTENANCE SOLUTION	12/15/2025	Regular	0.00	5,011.80	98939
00424	CERTIFIED LANGUAGES INTERNATIC	12/15/2025	Regular	0.00	201.55	98940
00473	CITY OF LA CENTER	12/15/2025	Regular	0.00	870.03	98941
00868	CLARK COUNTY FIRE DISTRICT 3	12/15/2025	Regular	0.00	594.00	98942
00512	CLARK COUNTY TREASURER	12/15/2025	Regular	0.00	251.69	98943
00515	CLARK PUBLIC UTILITIES	12/15/2025	Regular	0.00	17,841.65	98944
04149	CONVERGE TECHNOLOGY SOLUTION	12/15/2025	Regular	0.00	675.00	98945
02557	CORE & MAIN LP	12/15/2025	Regular	0.00	798.40	98946
04159	ECHO ELECTRIC, LLC	12/15/2025	Regular	0.00	3,279.63	98947
03920	EMERGENCY VEHICLE SOLUTIONS LL	12/15/2025	Regular	0.00	22,142.28	98948
04385	FIGURACION, RAYMOND	12/15/2025	Regular	0.00	283.00	98949
04327	FORTUNE CASINO LA CENTER	12/15/2025	Regular	0.00	25.00	98950
00908	FURROW PUMP	12/15/2025	Regular	0.00	2,294.91	98951
01007	HAMER ELECTRIC INC	12/15/2025	Regular	0.00	16,726.16	98952
01036	HELENA GREEN	12/15/2025	Regular	0.00	150.00	98953
01114	HYMAS, KERRY	12/15/2025	Regular	0.00	141.44	98954
01225	JOHNSON, RONALD	12/15/2025	Regular	0.00	2,034.32	98955
04381	KELLEY, BRENDA	12/15/2025	Regular	0.00	100.00	98956
03257	LUANNE CONNER	12/15/2025	Regular	0.00	160.00	98957
01394	MACKAY & SPOSITO, INC	12/15/2025	Regular	0.00	51,638.70	98958
02988	MARTA L. OCHOA-RUTHERFORD	12/15/2025	Regular	0.00	173.33	98959
02716	MENKE JACKSON BEYER, LLP	12/15/2025	Regular	0.00	10,636.70	98960
04133	MERCY INCORPORATED	12/15/2025	Regular	0.00	500.00	98961
03307	MES SERVICE COMPANY INC	12/15/2025	Regular	0.00	1,406.40	98962
01447	METROWATCH	12/15/2025	Regular	0.00	693.00	98963
03029	NEW DAY ARBORIST	12/15/2025	Regular	0.00	9,298.10	98964
02855	NORTH FORK LANDSCAPE - NW BAR	12/15/2025	Regular	0.00	3,460.53	98965
01627	OFFICE OF STATE TREASURER	12/15/2025	Regular	0.00	11,731.34	98966
01677	PACIFIC BREEZE PRODUCTS, INC	12/15/2025	Regular	0.00	78.54	98967
03095	PACIFIC COAST ENERGY	12/15/2025	Regular	0.00	608.63	98968
01689	PACIFIC POWER GROUP, LLC	12/15/2025	Regular	0.00	4,364.84	98969
01699	PAGADUAN, CHRIS	12/15/2025	Regular	0.00	283.00	98970
01907	RICOH USA INC	12/15/2025	Regular	0.00	239.82	98971
04383	RUDIO, ELODIO	12/15/2025	Regular	0.00	2,197.50	98972
02781	SAFEFIRE	12/15/2025	Regular	0.00	1,303.20	98973
02034	SKAMANIA COUNTY SHERIFF'S OFFI	12/15/2025	Regular	0.00	161.08	98974
02179	TECHNOLOGY INTEGRATION GROUF	12/15/2025	Regular	0.00	10,634.32	98975
03487	TRADESMEN ELECTRIC	12/15/2025	Regular	0.00	500.00	98976
02943	TYLER BUSINESS FORMS	12/15/2025	Regular	0.00	603.50	98977
02305	UNIVERSAL FIELD SERVICES, INC	12/15/2025	Regular	0.00	972.00	98978

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02492	WHITNEY EQUIPMENT COMPANY IN	12/15/2025	Regular	0.00	7,304.17	98979

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	47	0.00	209,114.29
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
	68	**47**	**0.00**	**209,114.29**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	209,114.29
			209,114.29

Battle Ground, WA

Check Register

Packet: APPKT04767 - US BANK 11/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
02286	U.S. BANK ONECARD	12/10/2025	Bank Draft	0.00	75,201.97	DFT0002864

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	300	1	0.00	75,201.97
EFT's	0	0	0.00	0.00
	300	**1**	**0.00**	**75,201.97**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	75,201.97
			75,201.97

Battle Ground, WA

Refund Check Register

Refund Check Detail

UBPKT09955 - Refunds 01 UBPKT09951 Regular

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
31-004710-005	Gilmour, Madalene	12/16/2025	98980	368.65			368.65	Deposit
32-037790-002	Wirtanen, Steffan And Pamela	12/16/2025	98981	140.22			140.22	Generated From Billing
33-029910-001	Foumal, Suzie and Jeffrey	12/16/2025	98982	85.78			85.78	Generated From Billing
33-042360-009	Merriman, Britt	12/16/2025	98983	377.86			377.86	Deposit
33-073480-004	Becker, Jacqueline	12/16/2025	98984	153.22			153.22	Generated From Billing
33-150061-001	Lawrentz, Bonnie	12/16/2025	98985	186.58			186.58	Generated From Billing
34-034050-004	Caughie, Marc	12/16/2025	98986	183.84			183.84	Deposit
36-066680-004	Limbach, Scott	12/16/2025	98987	162.17			162.17	Deposit
36-126710-003	Dobbs, Dennis and Mary Ann	12/16/2025	98988	146.85			146.85	Generated From Billing
39-045960-006	Haring, Jack and Linda	12/16/2025	98989	82.32			82.32	Deposit
39-049540-007	Mathis, Autumn	12/16/2025	98990	75.23			75.23	Generated From Billing
42-065591-002	Ferguson, Jason and Shantelle	12/16/2025	98991	73.53			73.53	Generated From Billing
42-065978-001	Zuvich, Todd	12/16/2025	98992	57.51			57.51	Generated From Billing
42-097710-004	Fiano, Kim	12/16/2025	98993	104.01			104.01	Generated From Billing
43-049160-001	Schleicher, Gary	12/16/2025	98994	34.24			34.24	Generated From Billing
46-028900-008	Peraza, Carl	12/16/2025	98995	143.25			143.25	Deposit
46-050116-001	Hadziselimovic, Haris and Christina	12/16/2025	98996	16.47			16.47	Generated From Billing
48-022880-001	Winegarden, Linda	12/16/2025	98997	206.75			206.75	Generated From Billing
48-022990-000	Fling, Kim	12/16/2025	98998	132.65			132.65	Generated From Billing
49-077070-008	Winston, Nathan and Rachel	12/16/2025	98999	27.25			27.25	Generated From Billing
49-150127-001	Pointer, Melissa	12/16/2025	99000	451.52			451.52	Deposit
70-103720-000	Beagle, Timothy and Jamie	12/16/2025	99001	23.27			23.27	Generated From Billing
80-151055-001	Gong, Wai	12/16/2025	99002	33.88			33.88	Deposit
80-151631-000	Prairie Homes LLC	12/16/2025	99003	223.33			223.33	Deposit
Total Refunds: 24			**Total Refunded Amount:**	3,490.38				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	3490.38
Revenue Total:	3490.38

General Ledger Distribution

Posting Date: 12/16/2025

	Account Number	Account Name	Posting Amount	IFT
Fund:	410 - WATER			
	410-0000-111-10-99	POOLED CASH	-3,490.38	Yes
	410-0000-122-30-00	ACCOUNTS RECEIVABLE UNAPPLIED	3,490.38	
		410 Total:	0.00	
Fund:	999 - POOLED CASH			
	999-0000-111-11-00	CASH IN BANK	-3,490.38	
	999-0000-292-20-99	DUE TO OTHER FUNDS	3,490.38	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

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Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $1,146,982.41 ON THIS, THE 23RD DAY OF DECEMBER, 2025.

	ACCTG DATE	AMOUNT	
99004-99005	12/23/2025	$ 9,617.69	PAYROLL A/P
BANK DRAFT	12/23/2025	$ 171,727.30	PAYROLL A/P
99006-99054	12/22/2025	$ 965,637.42	REGULAR A/P
		$1,146,982.41	



Battle Ground, WA

Check Register

Packet: APPKT04801 - R AP 12/22/2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00075	AKS ENGINEERING & FORESTRY	12/22/2025	Regular	0.00	1,105.00	99006
03145	APEX MECHANICAL LLC	12/22/2025	Regular	0.00	500.00	99007
04388	BARTLEY, ANGIE	12/22/2025	Regular	0.00	500.00	99008
03849	BELLA TERRA LLC	12/22/2025	Regular	0.00	4,280.03	99009
04389	BRADY, SONJA	12/22/2025	Regular	0.00	100.00	99010
04395	CHICAGO TITLE	12/22/2025	Regular	0.00	21,911.79	99011
00476	CITY OF RIDGEFIELD	12/22/2025	Regular	0.00	5,071.53	99012
00487	CLARK AND SONS EXCAVATING INC	12/22/2025	Regular	0.00	239,919.45	99013
00869	CLARK COUNTY FIRE DISTRICT 5	12/22/2025	Regular	0.00	100.00	99014
00502	CLARK COUNTY PUBLIC WORKS	12/22/2025	Regular	0.00	500.00	99015
00512	CLARK COUNTY TREASURER	12/22/2025	Regular	0.00	34,064.17	99016
00515	CLARK PUBLIC UTILITIES	12/22/2025	Regular	0.00	20,144.99	99017
02706	COMCAST	12/22/2025	Regular	0.00	15.96	99018
01497	CONSOR NORTH AMERICA INC	12/22/2025	Regular	0.00	34,251.14	99019
03740	COURTNEY RAE MENDOZA	12/22/2025	Regular	0.00	331.24	99020
02694	GFWC-BATTLE GROUND	12/22/2025	Regular	0.00	632.78	99021
02714	GREENHAVEN LANDSCAPES, INC	12/22/2025	Regular	0.00	350.00	99022
00991	H & H WOOD RECYCLERS INC.	12/22/2025	Regular	0.00	6,420.00	99023
04097	HALE, ERIK	12/22/2025	Regular	0.00	235.62	99024
01003	HALME EXCAVATING	12/22/2025	Regular	0.00	23,512.71	99025
01036	HELENA GREEN	12/22/2025	Regular	0.00	75.00	99026
04294	INTERCOM LANGUAGE SERVICES	12/22/2025	Regular	0.00	170.00	99027
01265	KINNAN, WADE	12/22/2025	Regular	0.00	235.62	99028
01312	LAKESIDE INDUSTRIES	12/22/2025	Regular	0.00	276.20	99029
01394	MACKAY & SPOSITO, INC	12/22/2025	Regular	0.00	46,908.06	99030
02988	MARTA L. OCHOA-RUTHERFORD	12/22/2025	Regular	0.00	65.00	99031
04390	MERRIMAN, STACI	12/22/2025	Regular	0.00	500.00	99032
03307	MES SERVICE COMPANY INC	12/22/2025	Regular	0.00	2,164.75	99033
01447	METROWATCH	12/22/2025	Regular	0.00	672.00	99034
01480	MOLECULAR, INC	12/22/2025	Regular	0.00	6,578.60	99035
03868	OFFICE OF MINORITY & WOMEN'S B	12/22/2025	Regular	0.00	1,315.34	99036
03966	ONE WAY TRIGGER LLC	12/22/2025	Regular	0.00	342,524.89	99037
01728	PBS ENGINEERING & ENVIRONMENT	12/22/2025	Regular	0.00	5,458.75	99038
03979	PECKELS, JOANIE	12/22/2025	Regular	0.00	350.00	99039
03783	PESTLOCAL LLC	12/22/2025	Regular	0.00	162.90	99040
04274	POINT MONITOR CORPORATION	12/22/2025	Regular	0.00	7,925.40	99041
04392	PRECISION MOBILE ALIGNMENT	12/22/2025	Regular	0.00	500.00	99042
00930	RICOH USA, INC	12/22/2025	Regular	0.00	1,988.28	99043
03356	RYAN M. BUSBY	12/22/2025	Regular	0.00	10,500.00	99044
04393	STEPHENSON, CAROL	12/22/2025	Regular	0.00	500.00	99045
02585	TAPANI INC	12/22/2025	Regular	0.00	136,328.19	99046
03611	TERRACON CONSULTANTS, INC	12/22/2025	Regular	0.00	3,144.13	99047
04116	THOMPSON BROS EXCAVATING INC	12/22/2025	Regular	0.00	1,000.00	99048
02242	TK ELEVATOR CORPORATION	12/22/2025	Regular	0.00	659.69	99049
02294	UNIFIRST CORPORATION	12/22/2025	Regular	0.00	167.63	99050
02375	WA ASSOC OF SHERIFFS & POLICE	12/22/2025	Regular	0.00	435.20	99051
02415	WASHINGTON STATE CRIMINAL JUS	12/22/2025	Regular	0.00	760.38	99052
02807	WHISPERING PINES HOMEOWNERS	12/22/2025	Regular	0.00	100.00	99053

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02543	XIAO HUI CHEN	12/22/2025	Regular	0.00	225.00	99054

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	49	0.00	965,637.42
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
	65	**49**	**0.00**	**965,637.42**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	965,637.42
			965,637.42

Battle Ground, WA

Check Register

Packet: APPKT04783 - PRAP122325

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	12/23/2025	Bank Draft	0.00	2,883.18	DFT0002870
00702	DEPT OF RETIREMENT SYSTEMS	12/23/2025	Bank Draft	0.00	52,748.61	DFT0002871
02559	INTERNAL REVENUE SERVICE- FED T	12/23/2025	Bank Draft	0.00	107,022.32	DFT0002872
01368	LIFE INSURANCE CO. OF NORTH AM	12/23/2025	Regular	0.00	1,582.93	99004
03434	MISSIONSQUARE	12/23/2025	Regular	0.00	8,034.76	99005
01528	NAVIA BENEFIT SOLUTIONS	12/23/2025	Bank Draft	0.00	1,532.79	DFT0002873
03461	WEALTH CARE SAVER	12/23/2025	Bank Draft	0.00	7,540.40	DFT0002874

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	2	0.00	9,617.69
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	5	0.00	171,727.30
EFT's	0	0	0.00	0.00
	26	**7**	**0.00**	**181,344.99**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	12/2025	181,344.99
			181,344.99

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	January 5, 2026
Proceeding Type:	Consent
Subject:	GEM Agreement

Legislative History:	
• Action:	January 5, 2026

Staff Report Summary

The City Council will consider authorizing the City Manager to sign a Interlocal Agreement with various agencies throughout Clark County for the purpose of sharing equipment and labor for services relating to furnishing each other labor, equipment, and materials.

Background

The Grounds, Equipment, and Maintenance (GEM) Agreement has been in existence since 2005, which the City has been part of since near the beginning. This Agreement allows the City to receive from and provide assistance to other jurisdictions in the County.

The City has previously received assistance during emergencies (tornado) and provided assistance to others (FD3, BGSD, and Ridgefield).

Fiscal and Policy Implications

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

Goals & Objectives

Approving this Interlocal Agreement would achieve the City Council's goal to improve and maintain infrastructure systems as there are times when the City needs assistance or can provide assistance to others related to infrastructure.

Options

Option	Results
• Authorize Signing Of Agreement	County will be able to complete this work for the City.
• Do Not Authorize Signing Of Agreement	County will not be able to provide these services and City staff will need to determine how to move forward.
• No Action	Signing of agreement will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the Interlocal Agreement with the various jurisdictions of Clark County.

Attachments

A.	Interlocal Agreement

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Agreement	Intergovernmental Agreement For Grounds, Equipment, And Maintenance Services	Reviewed by the Contract City Attorney on November 24, 2025.

To be posted on CITY of Vancouver website

Pacific Northwest Interagency Cooperative

Intergovernmental Agreement For Grounds Equipment and Maintenance ("GEM") Services

1/1/2026 – 12/31/2031

-

This Agreement is between various public agencies for the purpose of sharing equipment and labor for services relating to furnishing each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support pursuant to chapter 39.34 RCW, RCW 47.28.140, and chapter 190.007 ORS.

WHEREAS, the parties to this Agreement are each responsible for constructing and maintaining their facilities/grounds, utilities (sewer, stormwater, power, water, gas, etc.), streets, roads, and highways and maintaining staff, equipment and materials to perform this work; and

WHEREAS, some of the parties to this Agreement were previous participants in similar interlocal agreements since 2005; and

WHEREAS, the parties and public have benefited from the earlier interlocal agreements by achieving greater efficiencies and economies of scale; and

WHEREAS, these interlocal cooperative efforts have commonly been known as the "GEM" Agreement, which stands for grounds, equipment and maintenance; and

WHEREAS, this successor Agreement is intended to be consistent with chapter 39.34 RCW (the "Interlocal Cooperation Act") and RCW 47.28.140 (the "Highways and Transportation Improvements Cooperative Agreements Act"), and with the provisions of ORS 190.007 ("Intergovernmental Cooperation"); and

WHEREAS, public agencies have a continuing need for efficiencies and economies of scale.

In consideration of the below terms, the parties agree as follows:

1. PURPOSES

The purpose of this Agreement is to permit the parties to make more efficient use of their resources by enabling them to furnish each other labor, equipment and materials when available on a reimbursable basis for services, roadway construction, maintenance activities, and facilities support. This sharing of

resources will be done with the understanding of the parties that the work of the owner of the requested resources takes first priority.

2. PARTIES

The initial parties to this Agreement are City of Vancouver, Clark County, Clark Regional Wastewater District and Clark Regional Transportation Agency. Other governmental agencies, quasi-governmental agencies and public service providers may become parties to this Agreement by executing a signature page pursuant to Section 21.

Other organizations who are neither general purpose governmental jurisdictions nor public service providers may be allowed to participate in similar or identical, but separate, service agreements.

3. TERM OF AGREEMENT

The term of this Agreement is from January 1, 2026, through December 31, 2031. The term may be extended pursuant to Section 4. This Agreement replaces the prior GEM Interlocal Agreement.

4. EXTENSIONS

This Agreement may be extended in five-year increments from the date that this Agreement was initially executed by written agreement of two or more parties. Any extensions shall be executed at least 30 days prior to the expiration of the Agreement. The Administrator for each party is authorized to execute five-year extensions without further authorization from the legislative or governing body of that party. A party desiring to extend the Agreement shall execute a new signature page reflecting the applicable five-year period of that party's continued participation.

5. REQUEST FOR SERVICES

Each request for service shall be in writing and specify the particular service required, the amounts and types of labor, equipment, and materials required, the location of the work, the estimated cost of the work and other information pertinent to the request. Upon receipt of the request, the party which has been requested to provide the service shall indicate its acceptance or rejection of the request, provide an estimated cost of the work by their forces, have it signed by their authorized official, and return one copy to the requesting party. In cases of emergency or unforeseen circumstance necessitating prompt action the request and approval may be done verbally but must be documented in writing within 48 hours of the verbal request.

The party supplying the services or the vehicles, machinery, and equipment shall be designated as the "Provider." The party receiving the services or assuming the use of vehicles, machinery or equipment shall be designated the "User.".

6. PAYMENT

The parties agree that the User shall reimburse the Provider, upon request, for its actual direct and related indirect costs including any administrative overhead charges. Administrative charges between

two separate parties may be waived by virtue of a separate written agreement between the parties. Users will pay Provider's invoices in full within 30 days of billing.

Each party agrees that it will be responsible to ensure that the amounts payable for work performed under this Agreement are in accordance with its own procurement guidelines and applicable law.

7. RECORDS RETENTION AND AUDIT

The parties agree to maintain records of all costs incurred under this Agreement pursuant to an accounting system as prescribed and approved by the Washington State Auditor's Office or by the Oregon Secretary of State Audits Division, as applicable. These records shall be kept available for inspection and audit by the party requesting the service for 6 years after payment of the requested service.

8. CARE AND MAINTENANCE OF EQUIPMENT

The parties agree that any time a request is made for the use of equipment, the User shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Provider. The User shall permit the equipment to be used only by properly trained and supervised operators. Any damage other than normal wear and tear will be the responsibility of the party in possession of the equipment at the time the equipment is damaged. The Provider may require, at its sole discretion, that only Provider's personnel operate certain equipment. In doing so, Provider is an independent contractor and Provider's employees are not employees of the User. The Provider's operator shall perform under the general direction and control of the User but shall retain full control of the manner and means of using the equipment.

9. RIGHT OF ENTRY

The parties have permission to enter all land in which the parties have an interest that is within or adjacent to the right-of-way of a highway, road or street to accomplish all work or services requested as part of this Agreement.

10. ADMINISTRATORS

The legislative body, governing body, or chief administrative official as appropriate for each party shall designate an administrator, who shall have authority to act on behalf of their agency for any action contemplated by this Agreement. The Administrator may designate another person to act in their capacity as Administrator for purposes of this Agreement.

11. DISPUTE CLAUSE, CHOICE OF LAW AND VENUE

If a dispute arises under this Agreement, it shall be resolved as follows:

The Administrator for the Provider and the User shall each appoint a member to a disputes board. These two members of the disputes board shall select a third member not affiliated with either agency. The

dispute resolution hearing shall be informal and unrecorded. Use of this dispute resolution process shall be a prerequisite to the filing of any litigation concerning the dispute.

Venue for any legal action resulting from this Agreement shall be in Clark County, Washington in any court with jurisdiction. The laws of the State of Washington shall apply to this Agreement.

12. HOLD HARMLESS AND INDEMNIFICATION

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

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

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

13. CIVIL RIGHTS ACT

A. Nondiscrimination --Title VI of the Civil Rights Act. All agree to comply with all requirements prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(d) and (e), et seq., and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, and any implementing requirements the Federal Transit Authority (hereinafter referred to as "FTA") may issue.

B. Equal Employment Opportunity – Title VII of the Civil Rights Act. All parties agree to comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. § 5332 and any implementing requirements the FTA may issue.

14. FRAUD OR FALSE STATEMENTS

By executing this Agreement, each party affirms the truthfulness and accuracy of any statement it has made, it makes, or may make or cause to be made, regarding use of any C-Tran / Federal Transit Agency ("FTA") funded or assisted equipment used pursuant to this Agreement.

Each party also acknowledges the Federal Government may impose penalties on a party pursuant to 18 U.S.C § 1001 and 49 U.S.C § 5307 for a false, fictitious or fraudulent claim, statement, submission or certification under a contract that is financed in whole, or in part, by Federal assistance.

15. FTA APPROVAL AND FEDERAL CHANGES

Each party, when contracting with an FTA regulated agency, shall comply with all applicable FTA regulations, policies, procedures and directives as adopted or amended, including those listed by reference in the Agreement between C-TRAN and the FTA. A party's failure to do so shall constitute a material breach of this Agreement.

16. DRUG AND ALCOHOL TESTING

If involved with the maintenance, repair or operation of C-Tran revenue service vehicles, the party shall participate in a drug and alcohol program that complies with the federal Department of Transportation 49 CFR § 653 and § 654. Employees who perform "safety-sensitive" functions must be included in the substance abuse management program. The FTA has determined that safety-sensitive functions are performed by personnel who:

1) operate revenue service vehicles, including when not in revenue service;
2) operate non-revenue service vehicles that require drivers to hold commercial driver's licenses (CDLs);
3) dispatch or control revenue service vehicles;
4) maintain revenue service vehicles or equipment used in revenue service except for contractors to Section 18 transit agencies; and
5) provide security and carry a firearm.

The FTA has determined these requirements also apply to employees of a contractor hired by participants to provide transit and/or maintenance services. These categories include supervisors who perform these functions. Supervisors of employees in these categories who do not themselves perform these functions are excluded.

C-Tran may request copies of signatory agency's Drug and Alcohol Policy from their respective Human Resources Departments, which party agencies shall provide within 10 days.

17. ACCESS TO RECORDS

All parties agree to maintain records and reports required under this Agreement for a period of not less than 6 years after the date of termination or expiration, except in the event of litigation or settlement of claims arising from the performance of any part of this Agreement, in which case all records shall be retained until the party, the FTA, or the Comptroller General have disposed of all litigation, appeals or claims related to this Agreement.

18. INCORPORATION OF FTA TERMS AND CONDITIONS

Sections 13-17 include, in part, certain Terms and Conditions required by the United States Department of Transportation (hereinafter referred to as "DOT") whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT as set forth in the FTA Circular 4220.lF, dated November 1, 2008 are incorporated by reference. All FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The parties shall not perform any act, fail to perform any act, or refuse to comply with any participating agency's requests, which would cause other participating agencies such as C-Tran to be in violation of the FTA terms and conditions.

19. TERMINATION OF AGREEMENT

Any party may terminate their participation in this Agreement at any time by giving at least 30 days' written notice to all other parties. Any termination under this Section shall be effective 30 days after notice is provided to all other parties, with the date measured 30 days from the date of notice is received by the last party.

20. INTERLOCAL COOPERATION ACT COMPLIANCE

This Agreement is entered into pursuant to chapter 39.34 and chapter 47.28 RCW and pursuant to 190.007 ORS, Intergovernmental Cooperation. Its purpose is as set forth in Section 1. Its duration is as specified in Sections 3 (Term) and 4 (Extensions). Its method of termination is set forth in Section 19. Its manner of financing and of establishing and maintaining a budget therefor is described in Section 6 (Payment). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

21. DOCUMENT EXECUTION AND POSTING

The parties agree this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit A.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to RCW 39.34.040. Upon execution of an original of this Agreement and posting of a copy of a party's executed signature page on the City of Vancouver's website, each counterpart shall constitute an agreement binding on all who have executed this Agreement.

The parties further agree that other entities may also become parties to this Agreement by signing original signature pages that incorporate by reference all the terms of this Agreement. Subsequent parties shall transmit signed signature pages to the attention of the Vancouver City Clerk, who shall cause a copy of the signature pages to be posted on the City of Vancouver website. Upon receipt and posting of such signature pages, this Agreement shall likewise be binding on those subsequent parties.

22. WAIVER

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

23. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, that determination shall not affect the validity of any other part of this Agreement.

EXHIBIT A – SIGNATURE PAGE

To be posted on City of Vancouver website

RETURN ADDRESS
City of Vancouver
City Clerk's Office
PO Box 1995
Vancouver, WA 98668-1995

Pacific Northwest Interagency Cooperative
Intergovernmental Agreement
For
Grounds Equipment and Maintenance ("GEM") Services
1/1/2026 – 12/31/2031
(SIGNED BY EACH PARTICIPATING ENTITY)

The undersigned agrees to the terms of the Pacific Northwest Interagency Cooperative Agreement for Equipment and Services ("GEM" Interlocal) - 1/1/2026 – 12/31/2031, the terms and conditions of which are incorporated by this reference.

AGENCY NAME:_____

_____
(Authorized Signature) Date

_____
(Printed Name/ Title)

Agency Administrator Name (primary user):_____

Agency Administrator Phone Number/Email:_____

Attested to:

_____
(Authorized Signature) Date

_____
(Printed Name/ Title)

Approved as to Form:

_____
(Authorized Signature) Date

_____
(Printed Name/ Title)

_____
Agency

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	January 5, 2026
Proceeding Type:	Consent
Subject:	SW Eaton Boulevard Improvements – ROW Purchase Approval – Schlecht

Legislative History:	
• Admin:	April 1, 2024
• Consent:	January 5, 2026

Staff Report Summary

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

Background

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

As discussed during the Admin portion of the April 1, 2024 Council Meeting, City staff would negotiate within the limits of City Policy to acquire said properties.

The City was able to negotiate a settlement with the owners of the Schlecht property for $125,996, which includes the Fair Market Value of $109,050 and an Administrative Settlement of $16,946. This purchase includes a permanent acquisition and a temporary construction easement. This is the seventeenth of twenty-one acquisitions that are necessary to construct the project.

Fiscal and Policy Implications

This project is included in the 2026 budget.

Goals and Objectives Relevance

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

Options

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

Staff Recommendation

Staff recommends that City Council approve purchase of a portion of the Schlecht property and a temporary construction easement in the amount of $125,996.

Attachments

A.	Warranty Deed
B.	Temporary Easement
C.	Quit Claim Deed

Legal Review

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

After recording return document to:

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

Document Title: Warranty Deed
Reference Number of Related Document: N/A
Grantor(s): Duane R. Schlecht and Tamara R. Schlecht, husband and wife
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot 146, Section 10, Township 3 North, Range 2 East
Additional Legal Description attached as Exhibit A and B
Assessor's Tax Parcel Number: 194169000

WARRANTY DEED

SW EATON BOULEVARD IMPROVEMENTS

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

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

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

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

Dated this 1 day of December 2025.

Duane R. Schlecht

Tamara R. Schlecht

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 1 day of December 20 25, before me personally appeared **Duane R. Schlecht and Tamara R. Schlecht,** to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

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

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

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Authorized Name/Title

Date:_____

STATE OF WASHINGTON)
: ss
County of _____)

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

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

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

MacKay Sposito

VANCOUVER OFFICE

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

17499LD1_DED-13
8/7/2023
GAH

EXHIBIT "A"

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

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO DUANE R. AND TAMARA R. SCHLECHT, RECORDED UNDER AUDITOR'S FILE NO. 5086882, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC STATION 78+51.94, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET RIGHT OF CC STATION 82+10.34 AND THE **TERMINUS** THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD.

CONTAINS 5,376 SQUARE FEET, MORE OR LESS.



8/22/2023

VANCOUVER OFFICE

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

17499LD1_CC-1
8/21/2023
GAH

EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC

CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A 2 INCH BRASS DISK IN CONCRETE ON THE NORTH LINE OF SAID SECTION 10 AND THE CENTERLINE OF SE 199TH STREET, SAID POINT BEING AT CONSTRUCTION CENTERLINE CC STATION 68+62.00;

THENCE ALONG SAID NORTH LINE SOUTH 89°23'22" EAST A DISTANCE OF 439.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION, SAID CORNER MARKED BY A 2-1/2 INCH BRASS DISK IN A MONUMENT CASE, AS DESCRIBED IN LAND CORNER RECORD BOOK 3, PAGE 81, RECORDS OF SAID COUNTY, SAID POINT ALSO MARKING THE INTERSECTION OF SE 199TH AVENUE, SW EATON ROAD, NE 112TH AVENUE AND SW 20TH AVENUE, SAID POINT ALSO BEING AT CC STATION 73+01.13;

THENCE ALONG SAID NORTH LINE OF SECTION 10 AND CENTERLINE OF SAID SW EATON ROAD SOUTH 89°25'22" EAST A DISTANCE OF 2658.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON THAT RECORD OF SURVEY, RECORDED UNDER BOOK 52, PAGE 25, SURVEY RECORDS OF SAID COUNTY, SAID POINT BEING AT CC STA 99+59.26;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 40.74 FEET TO A POINT MARKING THE INTERSECTION OF SW EATON ROAD AND STATE ROUTE 503, SAID POINT BEING AT CC STATION 100+00.00;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 905.00 FEET TO CC STATION 109+05.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
SW 20TH AVENUE CONSTRUCTION CENTERLINE CC 20TH
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°54'29" WEST OF CC STA:73+01.13, SAID POINT BEING AT CC 20TH STATION 5+50.00;

THENCE NORTH 00°54'29" EAST A DISTANCE OF 450.00 FEET TO CC 20TH STATION 10+00.00 AND CC STA: 73+01.13;

THENCE NORTH 00°28'33" EAST A DISTANCE OF 500.00 FEET TO CC 20TH STATION 15+00.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
STATE ROUTE 503 CONSTRUCTION CENTERLINE CC SR 503
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

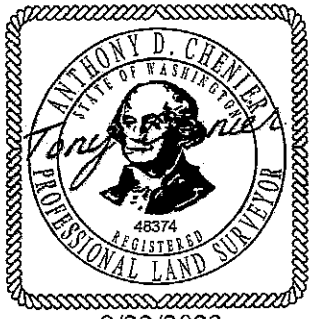
BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

THENCE NORTHERLY FROM SAID POINT NORTH 01°07'49" EAST A DISTANCE OF 500.00 FEET TO CC SR503 STATION 771+02.78 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

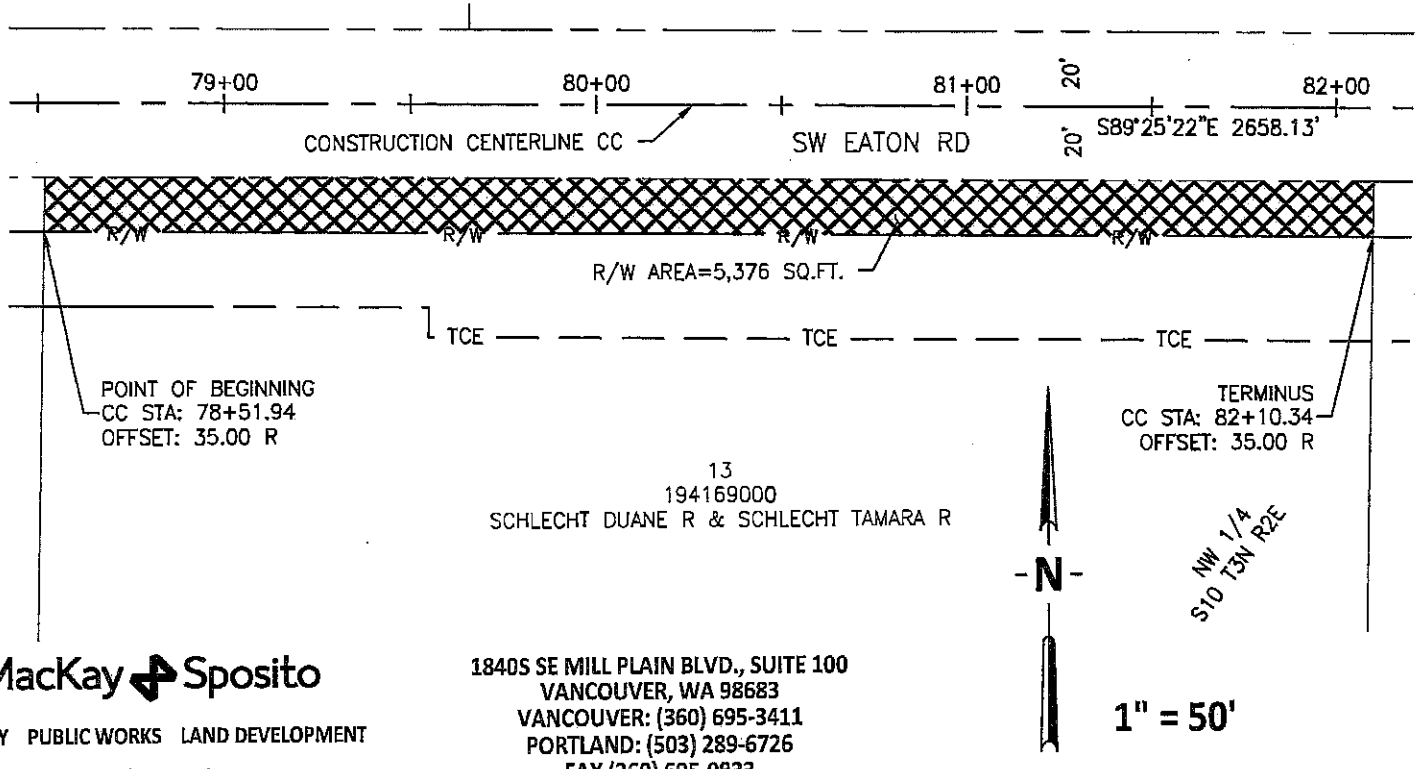


8/22/2023

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION
BATTLE GROUND, CLARK COUNTY, WA



8/22/2023



1" = 50'

MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

1840S SE MILL PLAIN BLVD., SUITE 100
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833

17499SS1_DED-13

After recording return document to:

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

Document Title: Temporary Easement
Reference Number of Related Document: N/a
Grantor(s): Duane R. Schlecht and Tamara R. Schlecht, husband and wife
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot 146, Section 10, Township 3 North, Range 2 East
Additional Legal Description attached as Exhibit A and B
Assessor's Tax Parcel Number: 191469000

TEMPORARY EASEMENT

SW EATON BOULEVARD IMPROVEMENTS

The Grantor(s), **Duane R. Schlecht and Tamara R. Schlecht, husband and wife,** for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **CITY OF BATTLE GROUND WASHINGTON, a municipal corporation of the State of Washington**, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of constructing the SW Eaton Boulevard Improvements Project.

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

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on April 29, 2027, hereinafter the "Term".

TEMPORARY EASEMENT

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

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

Dated this 1 day of December 2025

Duane R. Schlecht

Tamara R. Schlecht

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 1 day of December 2025, before me personally appeared **Duane R. Schlecht and Tamara R. Schlecht,** to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

JILL WYATT
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. NO. 24009169
COMM. EXPIRES 02/06/2028

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

TEMPORARY EASEMENT

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Authorized Name/Title

Date:_____

STATE OF WASHINGTON)
: ss
County of_____)

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

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

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

MacKay Sposito

VANCOUVER OFFICE

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

17499LD1_TCE-13
8/10/2023
GAH

EXHIBIT "A"

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

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO DUANE R. AND TAMARA R. SCHLECHT, RECORDED UNDER AUDITOR'S FILE NO. 5086882, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 55.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC STATION 78+51.83, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 55.00 FEET RIGHT OF CC STATION 79+55.42;

THENCE SOUTHERLY TO A POINT LYING 63.00 FEET RIGHT OF CC STATION 79+55.42;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 63.00 FEET RIGHT OF CC STATION 82+10.14 AND THE **TERMINUS** THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD.

CONTAINS 9,206 SQUARE FEET, MORE OR LESS.



8/22/2023

MacKay Sposito

VANCOUVER OFFICE

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

17499LD1_CC-1
8/21/2023
GAH

EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC

CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A 2 INCH BRASS DISK IN CONCRETE ON THE NORTH LINE OF SAID SECTION 10 AND THE CENTERLINE OF SE 199TH STREET, SAID POINT BEING AT CONSTRUCTION CENTERLINE CC STATION 68+62.00;

THENCE ALONG SAID NORTH LINE SOUTH 89°23'22" EAST A DISTANCE OF 439.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION, SAID CORNER MARKED BY A 2-1/2 INCH BRASS DISK IN A MONUMENT CASE, AS DESCRIBED IN LAND CORNER RECORD BOOK 3, PAGE 81, RECORDS OF SAID COUNTY, SAID POINT ALSO MARKING THE INTERSECTION OF SE 199TH AVENUE, SW EATON ROAD, NE 112TH AVENUE AND SW 20TH AVENUE, SAID POINT ALSO BEING AT CC STATION 73+01.13;

THENCE ALONG SAID NORTH LINE OF SECTION 10 AND CENTERLINE OF SAID SW EATON ROAD SOUTH 89°25'22" EAST A DISTANCE OF 2658.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON THAT RECORD OF SURVEY, RECORDED UNDER BOOK S2, PAGE 25, SURVEY RECORDS OF SAID COUNTY, SAID POINT BEING AT CC STA 99+59.26;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 40.74 FEET TO A POINT MARKING THE INTERSECTION OF SW EATON ROAD AND STATE ROUTE 503, SAID POINT BEING AT CC STATION 100+00.00;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 905.00 FEET TO CC STATION 109+05.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
SW 20TH AVENUE CONSTRUCTION CENTERLINE CC 20TH
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°54'29" WEST OF CC STA:73+01.13, SAID POINT BEING AT CC 20TH STATION 5+50.00;

THENCE NORTH 00°54'29" EAST A DISTANCE OF 450.00 FEET TO CC 20TH STATION 10+00.00 AND CC STA: 73+01.13;

THENCE NORTH 00°28'33" EAST A DISTANCE OF 500.00 FEET TO CC 20TH STATION 15+00.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
STATE ROUTE 503 CONSTRUCTION CENTERLINE CC SR 503
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

THENCE NORTHERLY FROM SAID POINT NORTH 01°07'49" EAST A DISTANCE OF 500.00 FEET TO CC SR503 STATION 771+02.78 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

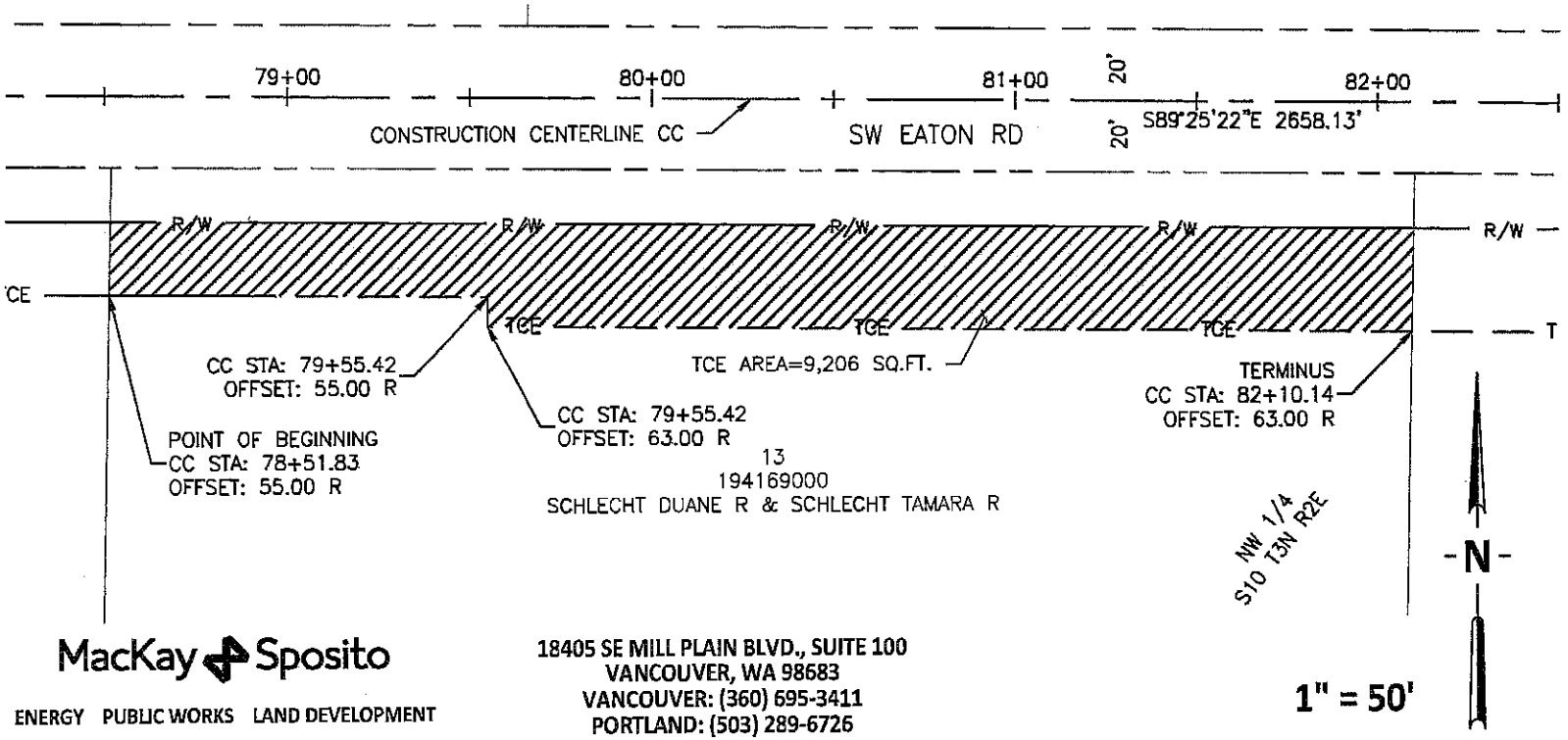


8/22/2023



8/22/2023

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
BATTLE GROUND, CLARK COUNTY, WA



1" = 50'

MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

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

17499SS1_TCE-13

After recording return document to:

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

Document Title: Quitclaim Deed
Reference Number of Related Document: 9602140273
Grantor(s): Rodney A. Schlecht and Yvonne L. Schlecht, husband and wife
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot 146, Section 10, Township 3 North, Range 2 East
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 194169000

QUITCLAIM DEED

SW EATON BOULEVARD IMPROVEMENTS

The Grantor(s), **Rodney A, Schlecht and Yvonne L. Schlecht,** husband and wife, for and in consideration of clearing title, convey(s) and quitclaim(s) to the **City of BATTLE GROUND WASHINGTON, a municipal corporation of the State of Washington,** Grantee, all rights in and to that certain easement as in Auditor's File No. 9602140273 that lies within the following described real property, and any after acquired interest therein, situated in Clark County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

QUITCLAIM DEED

Dated: NOVEMBER 28, 2025

Rodney R. Schlecht

Rodney R. Schlecht

Yvonne L. Schlecht

Yvonne L. Schlecht

STATE OF WASHINGTON)
: ss
COUNTY OF CLARK)

On this 28TH day of NOVEMBER 2025, before me personally appeared Rodney R. Schlecht and Yvonne L. Schlecht, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

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

RAYNE HALBERG
Comm. Expires 3/11/2029
NOTARY PUBLIC
Commission # 25011060
STATE OF WASHINGTON

Rayne Halberg

Notary Public in and for the State of Washington
Residing at: CLARK COUNTY, WASHINGTON
My commission expires 3-11-2029

QUITCLAIM DEED

Accepted and Approved

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Authorized Name/Title

Date:_____

STATE OF WASHINGTON)
: ss
County of _____)

On this _____ day of _____ 2025, before me personally appeared _____, to me known to be the _____, for the **CITY OF BATTLE GROUND WASHINGTON**, and that he/she executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said **CITY OF BATTLE GROUND WASHINGTON**, for the uses and purposes therein set forth, and on oath states that he is authorized to execute said instrument.

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

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

MacKay Sposito

VANCOUVER OFFICE

18405 SE Mill Plain Boulevard, Suite 100, Vancouver, WA 98683
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17499LD1_DED-13
8/7/2023
GAH

EXHIBIT "A"

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

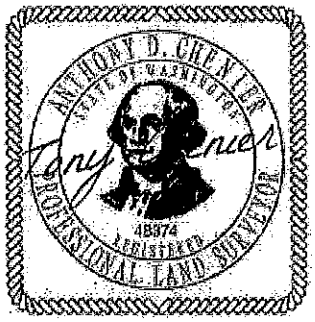
A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO DUANE R. AND TAMARA R. SCHLECHT, RECORDED UNDER AUDITOR'S FILE NO. 5086882, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC STATION 78+51.94, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET RIGHT OF CC STATION 82+10.34 AND THE **TERMINUS** THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD.

CONTAINS 5,376 SQUARE FEET, MORE OR LESS.



8/22/2023

MacKay Sposito

VANCOUVER OFFICE

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

17499LD1_CC-1
8/21/2023
GAH

EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC

CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE ALONG SAID NORTH LINE OF SECTION 10 AND CENTERLINE OF SAID SW EATON ROAD SOUTH 89°25'22" EAST A DISTANCE OF 2658.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON THAT RECORD OF SURVEY, RECORDED UNDER BOOK 52, PAGE 25, SURVEY RECORDS OF SAID COUNTY, SAID POINT BEING AT CC STA 99+59.26;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 40.74 FEET TO A POINT MARKING THE INTERSECTION OF SW EATON ROAD AND STATE ROUTE 503, SAID POINT BEING AT CC STATION 100+00.00;

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ENGINEER'S CENTERLINE DESCRIPTION
SW 20TH AVENUE CONSTRUCTION CENTERLINE CC 20TH
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 00°28'33" EAST A DISTANCE OF 500.00 FEET TO CC 20TH STATION 15+00.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
STATE ROUTE 503 CONSTRUCTION CENTERLINE CC SR 503
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

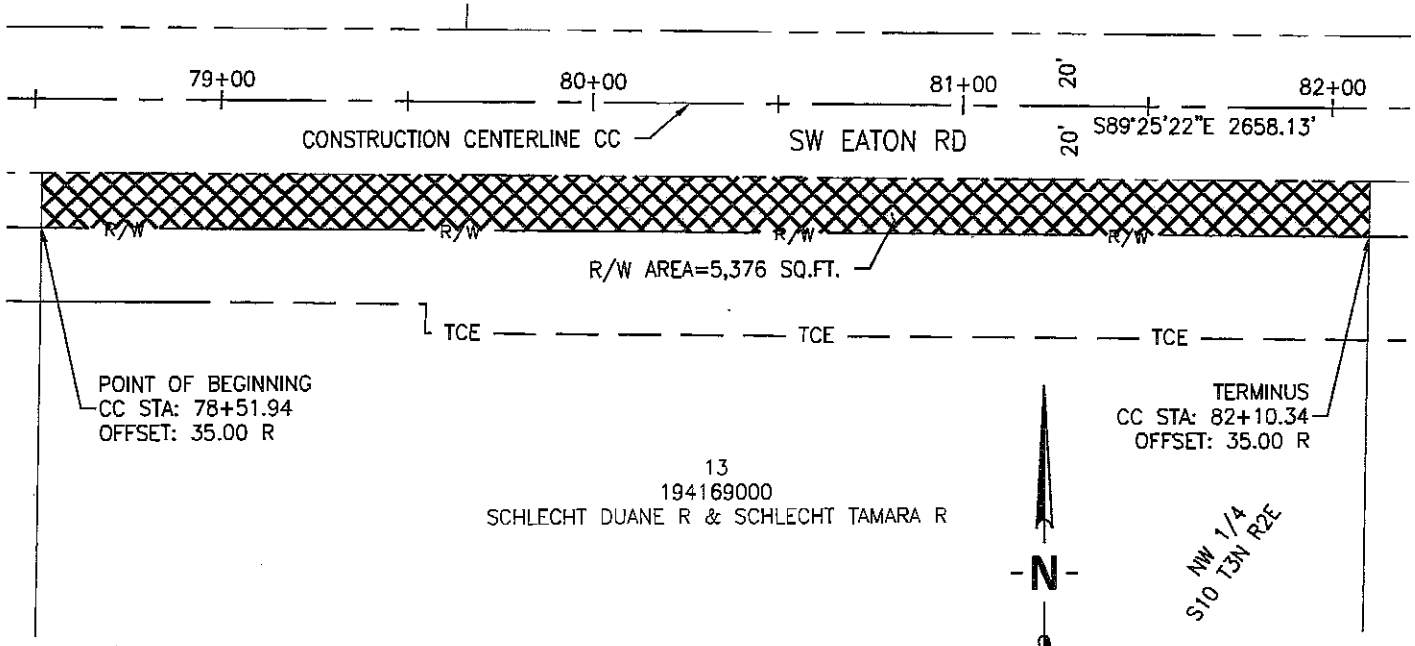
THENCE NORTHERLY FROM SAID POINT NORTH 01°07'49" EAST A DISTANCE OF 500.00 FEET TO CC SR503 STATION 771+02.78 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.



8/22/2023

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION
BATTLE GROUND, CLARK COUNTY, WA

ANTHONY D. CHENIER
STATE OF WASHINGTON
48374
REGISTERED
PROFESSIONAL LAND SURVEYOR
8/22/2023



1" = 50'

MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

1840S SE MILL PLAIN BLVD., SUITE 100
VANCOUVER, WA 98683
VANCOUVER: (360) 695-3411
PORTLAND: (503) 289-6726
FAX (360) 695-0833

17499SS1_DED-13

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	January 5, 2026
Proceeding Type:	Consent
Subject:	SW Eaton Boulevard Improvements – ROW Purchase Approval – WMR

Legislative History:	
• Admin:	April 1, 2024
• Consent:	January 5, 2026

Staff Report Summary

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

Background

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

As discussed during the Admin portion of the April 1, 2024 Council Meeting, City staff would negotiate within the limits of City Policy to acquire said properties.

The City was able to negotiate a settlement with the owners of the Schlecht property for $86,706, which includes the Fair Market Value of $78,050 and an Administrative Settlement of $8,656. This purchase includes a permanent acquisition and a temporary construction easement. This is the eighteenth of twenty-one acquisitions that are necessary to construct the project.

Fiscal and Policy Implications

This project is included in the 2026 budget.

Goals and Objectives Relevance

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

Options

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

Staff Recommendation

Staff recommends that City Council approve purchase of a portion of the Schlecht property and a temporary construction easement in the amount of $86,706.

Attachments

A.	Warranty Deed
B.	Temporary Easement

Legal Review

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

After recording return document to:

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

Document Title: Warranty Deed
Reference Number of Related Document: N/A
Grantor(s): WMR Properties LLC, a WA Limited Liability Company
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot 54, Section 10, Township 3 North, Range 2 East
Additional Legal Description attached as Exhibit A and B
Assessor's Tax Parcel Number: 194078000

WARRANTY DEED

SW EATON BOULEVARD IMPROVEMENTS

The Grantor(s), **WMR Properties LLC, a WA Limited Liability Company,** for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars, and other valuable consideration, hereby convey(s) and warrant(s) to the **CITY OF BATTLE GROUND WASHINGTON, a municipal corporation of the State of Washington, Grantee**, the following described real property situated in Clark County, in the State of Washington, under the imminent threat of the Grantee's exercise of its rights of Eminent Domain:

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

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

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

Dated this 1 day of December 2025.

, member
Name/Title

, member
Name/Title

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 1 day of December 2025, before me personally appeared Duane R. Schlecht and ~~Tamara~~ and Tamara R. Schlecht to me known to be the member and member of **WMR Properties LLC, a WA Limited Liability Company** that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

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

Notary Public in and for the State of Washington
Residing at: Jefferson OR 97352
My commission expires 2-6-2028

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Authorized Name/Title

Date:_____

STATE OF WASHINGTON)
: ss
County of _____)

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

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

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

MacKay Sposito

VANCOUVER OFFICE

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

17499LD1_DED-15
8/10/2023
GAH

EXHIBIT "A"

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

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO WMR PROPERTIES, LLC., RECORDED UNDER AUDITOR'S FILE NO. 6029533, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING NORTHERLY OF THE FOLLOWING DESCRIBED AREA:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC STATION 82+10.34, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 35.00 FEET RIGHT OF CC STATION 85+69.26;

THENCE SOUTHWESTERLY TO A POINT LYING 60.00 FEET RIGHT OF CC STATION 85+94.24;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 60.00 FEET RIGHT OF **CC** STATION 86+29.68 AND THE **TERMINUS** THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD.

CONTAINS 7,495 SQUARE FEET, MORE OR LESS.



8/22/2023

MacKay Sposito

VANCOUVER OFFICE

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

17499LD1_CC-1
8/21/2023
GAH

EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC

CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A 2 INCH BRASS DISK IN CONCRETE ON THE NORTH LINE OF SAID SECTION 10 AND THE CENTERLINE OF SE 199TH STREET, SAID POINT BEING AT CONSTRUCTION CENTERLINE CC STATION 68+62.00;

THENCE ALONG SAID NORTH LINE SOUTH 89°23'22" EAST A DISTANCE OF 439.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION, SAID CORNER MARKED BY A 2-1/2 INCH BRASS DISK IN A MONUMENT CASE, AS DESCRIBED IN LAND CORNER RECORD BOOK 3, PAGE 81, RECORDS OF SAID COUNTY, SAID POINT ALSO MARKING THE INTERSECTION OF SE 199TH AVENUE, SW EATON ROAD, NE 112TH AVENUE AND SW 20TH AVENUE, SAID POINT ALSO BEING AT CC STATION 73+01.13;

THENCE ALONG SAID NORTH LINE OF SECTION 10 AND CENTERLINE OF SAID SW EATON ROAD SOUTH 89°25'22" EAST A DISTANCE OF 2658.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON THAT RECORD OF SURVEY, RECORDED UNDER BOOK 52, PAGE 25, SURVEY RECORDS OF SAID COUNTY, SAID POINT BEING AT CC STA 99+59.26;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 40.74 FEET TO A POINT MARKING THE INTERSECTION OF SW EATON ROAD AND STATE ROUTE 503, SAID POINT BEING AT CC STATION 100+00.00;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 905.00 FEET TO CC STATION 109+05.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
SW 20TH AVENUE CONSTRUCTION CENTERLINE CC 20TH
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°54'29" WEST OF CC STA:73+01.13, SAID POINT BEING AT CC 20TH STATION 5+50.00;

THENCE NORTH 00°54'29" EAST A DISTANCE OF 450.00 FEET TO CC 20TH STATION 10+00.00 AND CC STA: 73+01.13;

THENCE NORTH 00°28'33" EAST A DISTANCE OF 500.00 FEET TO CC 20TH STATION 15+00.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
STATE ROUTE 503 CONSTRUCTION CENTERLINE CC SR 503
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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8/22/2023

EXHIBIT "C"

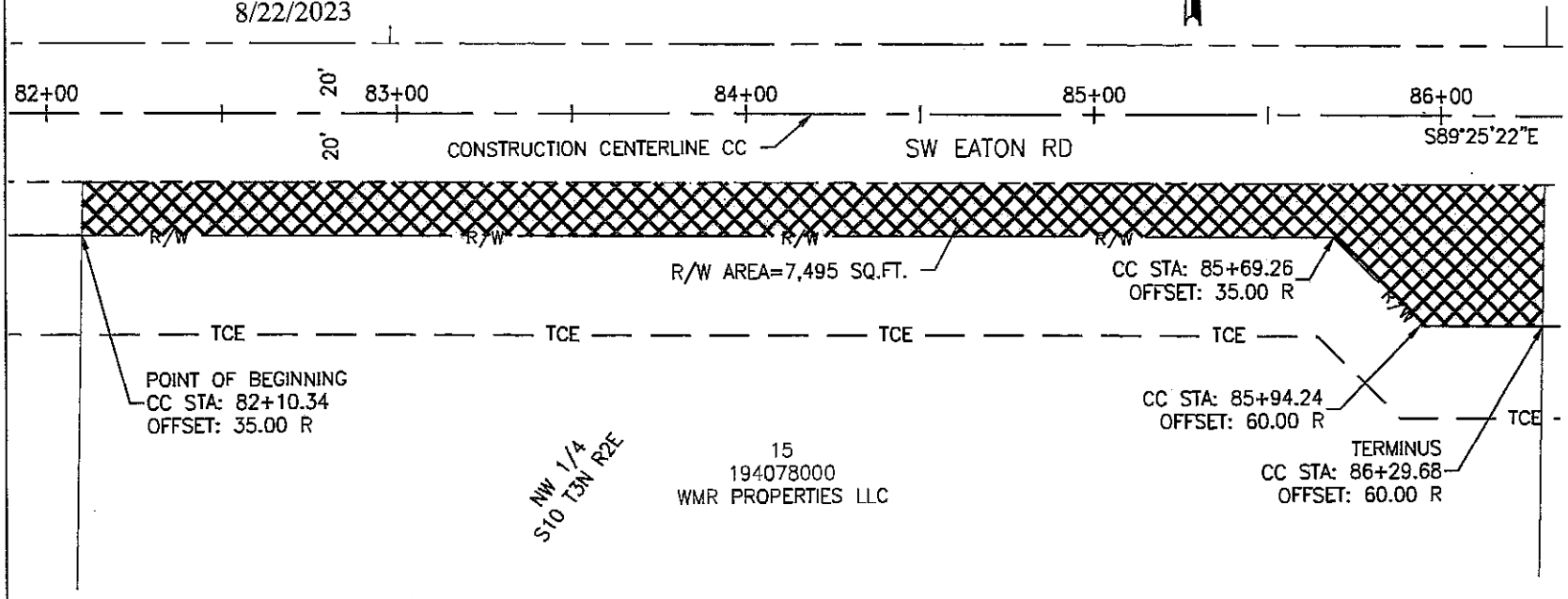
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION

BATTLE GROUND, CLARK COUNTY, WA

ANTHONY D. CHENIER
STATE OF WASHINGTON
48374
REGISTERED
PROFESSIONAL LAND SURVEYOR

8/22/2023

- N - 1" = 50'



MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

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

17499SS1_DED-15

After recording return document to:

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

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantor(s): WMR Properties LLC, a WA Limited Liability Company
Grantee(s): City of Battle Ground Washington
Legal Description: Tax Lot 54, Section 10, Township 3 North, Range 2 East
Additional Legal Description attached as Exhibit A and B
Assessor's Tax Parcel Number: 194078000

TEMPORARY EASEMENT

SW EATON BOULEVARD IMPROVEMENTS

The Grantor(s), **WMR Properties LLC, a WA Limited Liability Company,** for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **CITY OF BATTLE GROUND WASHINGTON, a municipal corporation of the State of Washington**, and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege and easement over, upon, and across the hereinafter described lands for the purpose of constructing the SW Eaton Boulevard Improvements Project.

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

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on April 29, 2027, hereinafter the "Term".

TEMPORARY EASEMENT

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

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

Dated this 1 day of December 2024.

_____, member
Name/Title

_____, member
Name/Title

STATE OF WASHINGTON)
: ss
COUNTY OF Clark)

On this 1 day of December 2024, before me personally appeared Duane R. Schlecht and Tamara R. Schlecht to me known to be the member and member of **WMR Properties LLC, a WA Limited Liability Company** that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Limited Liability Company, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument.

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

JILL WYATT
COMM. EXPIRES 02/06/2026
NOTARY PUBLIC
COMM. NO. 24009160
STATE OF WASHINGTON

_____
Notary Public in and for the State of Washington
Residing at: Jefferson OR
My commission expires 2-6-2026

TEMPORARY EASEMENT

Accepted and Approved

CITY OF BATTLE GROUND WASHINGTON

By:_____
Authorized Name/Title

Date:_____

STATE OF WASHINGTON)
: ss
County of _____)

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

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

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

MacKay Sposito

VANCOUVER OFFICE

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

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8/10/2023
GAH

EXHIBIT "A"

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

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO WMR PROPERTIES, LLC., RECORDED UNDER AUDITOR'S FILE NO. 6029533, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT LYING 63.00 FEET RIGHT OF CONSTRUCTION CENTERLINE CC STATION 82+10.14, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 63.00 FEET RIGHT OF CC STATION 85+64.77;

THENCE SOUTHEASTERLY TO A POINT LYING 87.00 FEET RIGHT OF CC STATION 85+88.76;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT LYING 87.00 FEET RIGHT OF CC STATION 86+29.45 AND THE **TERMINUS** THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD.

CONTAINS 11,813 SQUARE FEET, MORE OR LESS.



8/22/2023

MacKay Sposito

VANCOUVER OFFICE

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8/21/2023
GAH

EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC

CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY A 2 INCH BRASS DISK IN CONCRETE ON THE NORTH LINE OF SAID SECTION 10 AND THE CENTERLINE OF SE 199TH STREET, SAID POINT BEING AT CONSTRUCTION CENTERLINE CC STATION 68+62.00;

THENCE ALONG SAID NORTH LINE SOUTH 89°23'22" EAST A DISTANCE OF 439.13 FEET TO THE NORTHWEST CORNER OF SAID SECTION, SAID CORNER MARKED BY A 2-1/2 INCH BRASS DISK IN A MONUMENT CASE, AS DESCRIBED IN LAND CORNER RECORD BOOK 3, PAGE 81, RECORDS OF SAID COUNTY, SAID POINT ALSO MARKING THE INTERSECTION OF SE 199TH AVENUE, SW EATON ROAD, NE 112TH AVENUE AND SW 20TH AVENUE, SAID POINT ALSO BEING AT CC STATION 73+01.13;

THENCE ALONG SAID NORTH LINE OF SECTION 10 AND CENTERLINE OF SAID SW EATON ROAD SOUTH 89°25'22" EAST A DISTANCE OF 2658.13 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 10, AS SHOWN ON THAT RECORD OF SURVEY, RECORDED UNDER BOOK 52, PAGE 25, SURVEY RECORDS OF SAID COUNTY, SAID POINT BEING AT CC STA 99+59.26;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 40.74 FEET TO A POINT MARKING THE INTERSECTION OF SW EATON ROAD AND STATE ROUTE 503, SAID POINT BEING AT CC STATION 100+00.00;

THENCE CONTINUING ALONG SAID SECTION LINE AND CENTERLINE SOUTH 89°22'58" EAST A DISTANCE OF 905.00 FEET TO CC STATION 109+05.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
SW 20TH AVENUE CONSTRUCTION CENTERLINE CC 20TH
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A CONSTRUCTION CENTERLINE LOCATED IN THE SOUTH HALF OF SECTIONS 3 AND 4 AND THE NORTH HALF OF SECTIONS 9 AND 10 OF TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°54'29" WEST OF CC STA:73+01.13, SAID POINT BEING AT CC 20TH STATION 5+50.00;

THENCE NORTH 00°54'29" EAST A DISTANCE OF 450.00 FEET TO CC 20TH STATION 10+00.00 AND CC STA: 73+01.13;

THENCE NORTH 00°28'33" EAST A DISTANCE OF 500.00 FEET TO CC 20TH STATION 15+00.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

ENGINEER'S CENTERLINE DESCRIPTION
STATE ROUTE 503 CONSTRUCTION CENTERLINE CC SR 503
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

THENCE NORTHERLY FROM SAID POINT NORTH 01°07'49" EAST A DISTANCE OF 500.00 FEET TO CC SR503 STATION 771+02.78 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

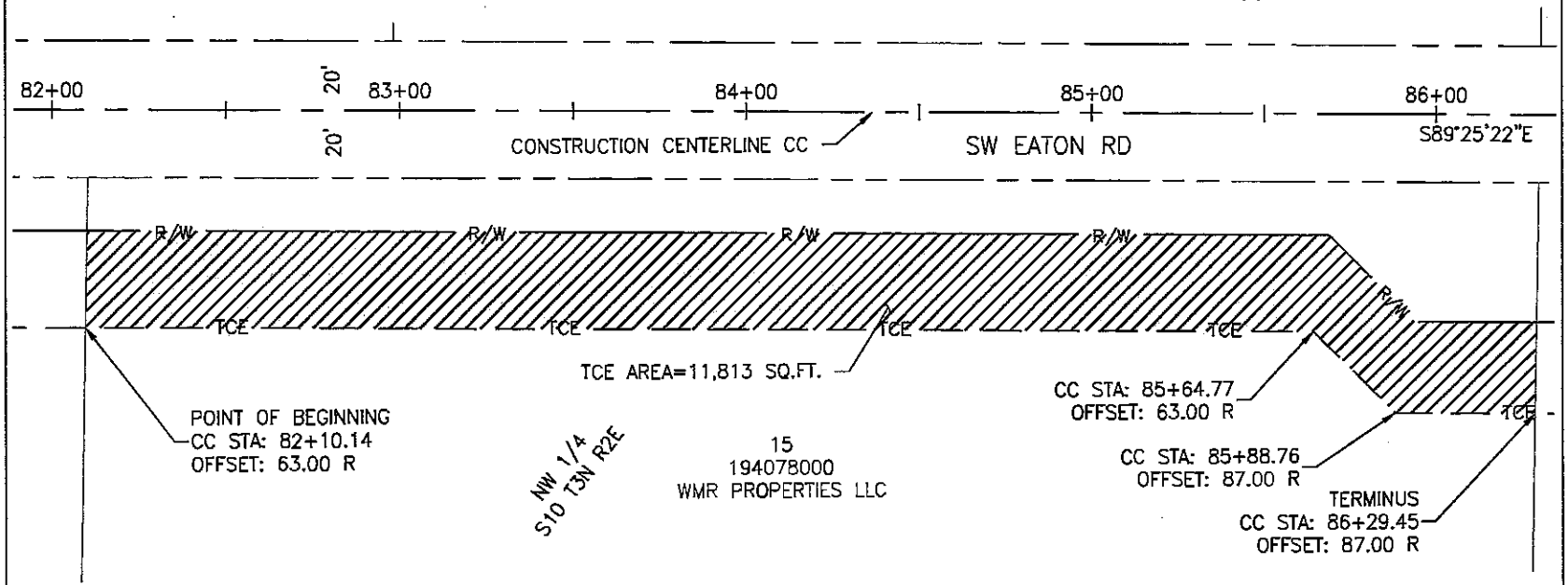


8/22/2023

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
BATTLE GROUND, CLARK COUNTY, WA

ANTHONY D. CHANLER
STATE OF WASHINGTON
48374
REGISTERED
PROFESSIONAL LAND SURVEYOR
8/22/2023

-N- 1" = 50'



MacKay Sposito

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CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	January 5, 2026
Proceeding Type:	Presentation/Public Hearing/Motion
Subject:	KinderCare Utility Easement Vacation

Legislative History:	
• Presentation/Motion:	November 17, 2025
• Presentation/Public Hearing:	January 5, 2026

Staff Report Summary

The City received a request to vacate an existing utility easement across property owned by KinderCare at 910 SW Scotton Way. Staff will discuss the request, Council will hold a Public Hearing, and Council will decide whether to grant the request or not.

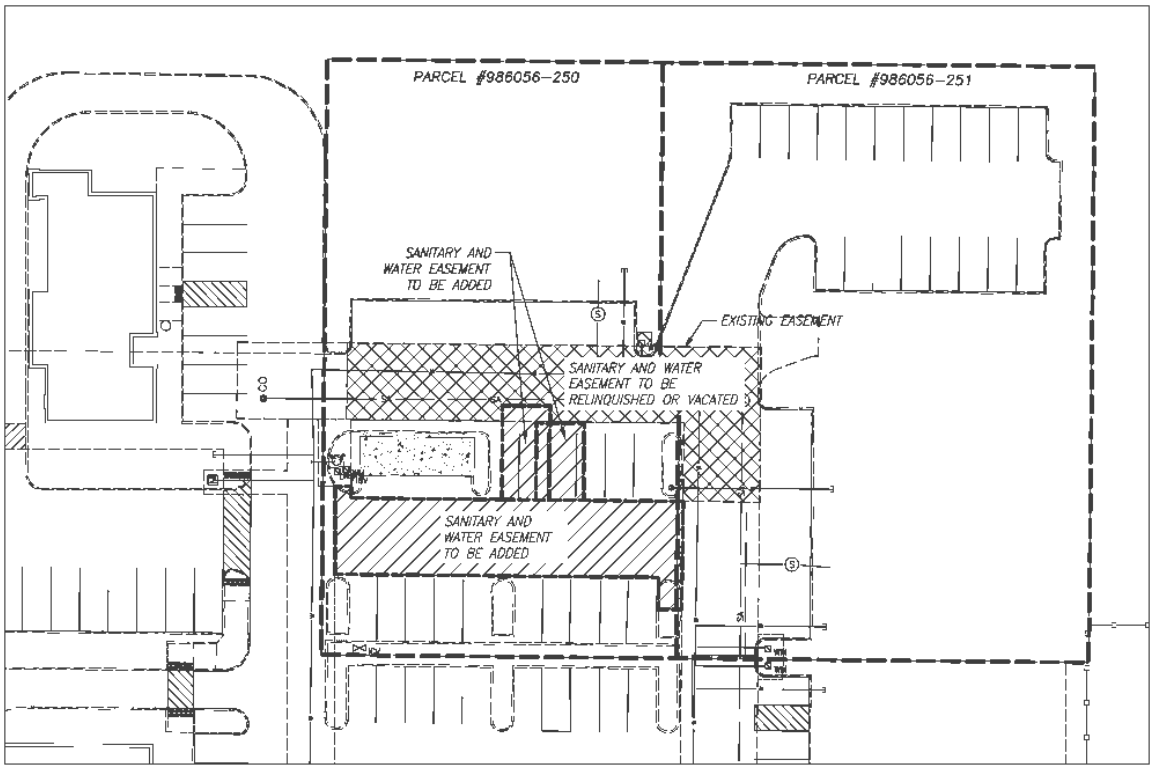
Background

Neither Battle Ground Municipal Code or State Law contains a process for utility easement vacations so after discussing with Legal, it was determined that following the street vacation process would be a suitable means to make a decision on the request. The street vacation process is as follows:

1. The owners of the underlying property petition the legislative authority (City Council) to make a vacation.
2. The petition needs to be signed by more than two-thirds of the owners.
3. After receiving a petition containing more than two-thirds of the abutting owners, the City Council shall by Resolution fix a time when the petition will be heard, which shall be not more than sixty days nor less than twenty days after passage of the Resolution.
4. City Council shall hold a hearing on the petition.
5. City Council may accept or reject the petition after the public hearing.

KinderCare has recently completed a new facility at 910 SW Scotton Way. As part of their construction they relocated some City water and sewer utilities. Since the utilities have been

relocated there is no longer a need for the easements. The sketch below shows the existing easement (where the utilities use to exist) to be vacated and the new easement (where the utilities now reside).



We are at steps 4 and 5 in the process. After the Public Hearing, Council should decide on whether to approve the request or not.

Fiscal and Policy Implications

N/A

Goals & Objectives

N/A

Options

Option	Results
• Approve Vacation	The request to vacate the existing utility easement will be granted.
• Not Approve Vacation	No further action is necessary.
• No Action	Staff will come back with additional information as requested.

Staff Recommendation

Staff recommends that City Council hold a Public Hearing and determine whether to approve or deny the vacation request. If Council wishes to approve the Ordinance, the recommended motion would be: "I move to approve Ordinance #2026-01 vacating a portion of a utility easement as presented".

Attachments

A.	Ordinance No. 2026-01

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Ordinance	Ordinance No. 2026-01 – An Ordinance Vacating A Portion Of A Utility Easement	Review by Ken Harper on December 23, 2025.

CITY OF BATTLE GROUND

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY OF BATTLE GROUND, WASHINGTON, VACATING A PORTION OF A UTILITY EASEMENT LOCATED AT 910 SW SCOTTON WAY IN THE CITY OF BATTLE GROUND

WHEREAS, the City received a petition to vacate a portion of sewer and water utility easement recorded as Clark County Auditor file no. 5944474 EAS, dated July 14, 2021; and

WHEREAS, the City Council adopted Resolution No. 25-13 on November 17, 2025, to set a public hearing date on the vacation request for January 5, 2026; and

WHEREAS, proper notice of the public hearing and mailing and posting requirements were completed in accordance with applicable law including RCW 35.79.020; and

WHEREAS, City staff has conducted an analysis of the vacation request and determined that the portion of the utility easement proposed for vacation is no longer being used for sewer or water purposes and is not likely to be useful to the City at any foreseeable point in the future; and

WHEREAS, on January 5, 2026, the City Council held a public hearing to consider the petition and public comments and evaluated access rights, need for easements, adequate compensation, and the public interest and benefits of said vacation; and

WHEREAS, the City Council finds that the City has no future need for the portion of the easement proposed to be vacated; and

WHEREAS, the City Council finds that no compensation should be required from the petitioner in exchange for vacating the portion of the easement; and

WHEREAS, the City Council finds that the public interest can be best served by the vacation; and

WHEREAS, said vacation has been the subject of consideration and a decision by the City pursuant to applicable law including Chapter 35.79 RCW; and

WHEREAS, the City Council finds that the portion of the easement as described herein should be vacated.

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

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated as findings of fact and/or conclusions of law of the City Council pursuant to the requirements of applicable law, including Chapter 35.79 RCW. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the City Council.

Section 2. Easement Vacated. The subject easement, legally described and depicted on Exhibit A attached hereto and incorporated by reference, is hereby vacated. The portion legally described and depicted on Exhibit B shall remain.

Section 3. No Compensation Required. No compensation shall be required as a condition of vacating the easement.

Section 4. Certified Copy of Ordinance. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Clark County Auditor. This vacation and the transfer of title to petitioner shall be effective at such time as this ordinance is properly published and recorded in the office of the County Auditor. Cost of recording shall be the responsibility of the petitioner. Following recording of this ordinance, a certified copy shall be sent to the Clark County Treasurer's Office.

Section 5. Corrections. The City Clerk and codifiers of the ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 6. 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 and unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 7. Publication/Summary and Effective Date. This ordinance, or a summary thereof consisting of the title, shall be published in the official newspaper of the City. This ordinance shall take effect five (5) days after the date of publication.

ADOPTED IN AN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS 5TH DAY JANUARY 2026.

Approved:

_____
Troy McCoy, Mayor

Attest:

By: _____
Elizabeth Halili, City Clerk

Approved as to form:

By: _____
Kenneth Harper, City Attorney