BATTLE GROUND CITY COUNCIL AGENDA
MONDAY, FEBRUARY 2, 2026

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

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

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

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

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

Study Session

STUDY SESSION – 6:00 P.M.
Topic: Review of RV, Trailer, and Boat Parking Battle Ground Municipal Code and Communications Process
Presented by Police Chief Dennis Flynn.
Summary: The Council will be presented with a review of the Battle Ground Municipal Code and Communications Process as it pertains to RV, Trailer, and Boat Parking.

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

MOTION TO APPROVE AGENDA

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports
Mayor's Report
Presentations

- 2026 Federal Legislative Agenda
- Street Preservation Program - 2026

CITIZEN'S COMMUNICATIONS

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

A. City Council Regular Meeting Minutes of January 20, 2026
B. Claim Vouchers dated 01/22/2026 #99190-#99244, and Bank Drafts, in the amount of $1,016,237.61
C. Payroll dated 01/23/2026, voucher #29296 in the amount of $522.59, and direct deposits of $327,806.05 for a total payroll of $328,328.64.
D. Battle Ground Little League Sports Field Agreement

BUSINESS

RV / Trailer / Boat Storage – Possible Code Amendment BGMC 17.135.150: Motion/Direction

Presented by Police Chief Dennis Flynn.

Summary: The Council will consider the options provided by Staff regarding whether the Battle Ground Municipal Code 17.135.150 should remain as written or be modified and provide direction to Staff.

ADMINISTRATIVE REPORTS

COUNCIL COMMUNICATIONS

ADJOURNMENT

NEXT MEETING DATE: Tuesday, February 17, 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

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kris Swanson, City Manager
Date:	February 2, 2026
Proceeding Type:	PRESENTATION/Motion
Subject:	2026 Federal Legislative Agenda

Agenda **Legislative History:**	
• First Presentation	February 2, 2026

Staff Report Summary

CFM Advocates will present a Federal Affairs update and provide information on federal policies and Congressionally Directed Spending (CDS).

Council will be presented with the Draft 2026 Federal Legislative Agenda for consideration and approval.

Options

Option	***Results***
• *Approve the 2026 Legislative Agenda as proposed*	This will be used for lobbying efforts in 2026
• *Request edits to the 2026 Legislative Agenda*	Staff will make changes and bring back for review.

Staff Recommendation

Approve the legislative agenda as presented.

Attachments

A.	2026 Federal Legislative Agenda

THE CITY OF Battle Ground WASHINGTON

2026 Federal Legislative Agenda- DRAFT

Current Projects ***Federal Request***

Eaton Boulevard Improvement Project ***$4 million***

The City of Battle Ground is seeking federal funding for the reconstruction of SW Eaton Boulevard between SW 20th Avenue and SR 503, a corridor comprised of the city's highest accident locations. The primary purpose of the project is to bring the roadway up to the city's Minor Arterial Standards, which will significantly increase safety by including a center turn lane and separating bike lanes and sidewalks from traffic. Additionally, a signal will be installed at SW 20th Avenue and additional turn lanes at the intersection with SR 503. Federal funding will go towards construction and complement over $3.5 million in state and local funding for the project. *Account: THUD HIP/Safe Streets for All Grant*

Public Safety Technology ***$680,940***

On behalf of its Police Department, the City of Battle Ground requests $680,940 in funding to replace outdated technology and to purchase additional safety equipment. This request will allow the Battle Ground Police Department to purchase 55 radios (30 mobile and 25 portable); 15 mobile data terminals; and 14 dash cameras. The unreliability of its current communication systems has caused several near misses during times of crisis, including during a bomb threat, a commercial fire, and a domestic violence call. These failures put the officers and the public at risk. *Account: DOJ COPS*

Battle Ground Downtown Revitalization ***$3 million***

The City of Battle Ground requests $3 million to start construction of its Main Street Revitalization Project. This funding will complement the $1 million from the state to bury utility lines. The city's main thoroughfare, East Main Street, offers visitors and residents access to restaurants, shopping, professional services, parks and recreation, hotel accommodation, and city and community services, including the Battle Ground Events Center and City Hall. The street is also centrally located to Battle Ground High School and within walking distance of multifamily housing. Main street programs enhance the economic vitality of cities while improving residents' quality of life, increasing accessibility, walkability, and expanding use of public space. Planning and design work is complete and ready for construction. Anticipated improvements include widening existing sidewalks, moving utilities underground, widening the street, and expanding opportunities for parking. In addition to street improvements, the Main Street Revitalization project will also include improvements to the city's Fairground Park, located at the end of East Main Street. The park is home to the Battle Ground Events Center, the city's award-winning skatepark, and baseball/softball fields. *Account: THUD EDI*

Battle Ground Wastewater Transmission ***$3 million***

Currently, wastewater travels 9 miles from the City of Battle Ground through a 16-inch pipeline to the Salmon Creek Treatment Plant. The capacity of this pipeline is expected to be reached in the next several years. The city and its regional partners are actively evaluating four alternatives to meet the city's future needs. Economic development and growth for the Battle Ground region depends on this project. Funding for this project will go towards the Design and Engineering of the preferred alternative. *Account: EPA Clean Water*

Policy Items

Support Robust Transportation Reauthorization Bill

The City supports a Surface Transportation Reauthorization that fully funds the Better Utilizing Investments to Leverage Development (BUILD), Safe Streets for All (SS4A), and Reconnecting Communities programs. Strategic initiatives in Longview depend on the continuation of federal programs. The continuation of all these programs provides Battle Ground with tools to manage growth effectively, strengthen economic resilience, and ensure our transportation remains safe, efficient and accessible for all users.

Contacts:

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360.342.5005
Kris.Swanson@cityofbg.org

Page Phillips Strickler
CFM Advocates
503.789.1427
Pages@cfmpnw.com

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kristina Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works
Date:	Director February 2, 2026
Proceeding Type:	Presentation
Subject:	Street Preservation Program – 2026

Legislative History:	
• Presentation:	February 2, 2026

Staff Report Summary

Public Works will present a rundown of the Street Preservation Program for 2026 at the City Council Meeting.

Background

Every year the City undertakes a pavement preservation program that includes several types of projects in order to maintain the City's approximately 90 miles of streets. Staff will present the work that will occur in 2026.

Fiscal and Policy Implications

N/A

Goals and Objectives Relevance

N/A

Options

N/A

Staff Recommendation

N/A

Attachments

N/A

Legal Review

N/A

Battle Ground City Council Meeting Minutes
Monday, January 20, 2026

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

The Pledge of Allegiance was recited.

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

COUNCIL: Mayor Eric Overholser, Deputy Mayor Vaile, and Councilmembers Troy McCoy, Shane Bowman (via Zoom), Victoria Ferrer, Jeanie Kuypers, and Brian Munson (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, Acting City Attorney Aziza Foster (via Zoom), and City Clerk Elizabeth Halili.

MOTION TO APPROVE AGENDA **7:01 p.m.**

MOTION: Councilmember Vaile moved to amend the agenda to remove the appointments for the LTAC Committee as listed under the Mayor's Report (and bring them back at the first meeting in March).
SECOND: Councilmember Ferrer
The Council discussed the motion.
Acting City Attorney Aziza Foster responded to questions from the Council.
Finance and Information Services Director Meagan Lowery responded to questions for the Council.
The Motion was called by Mayor Overholser with a Friendly Amendment: "Motion to remove the three appointments to the Lodging Tax Advisory Committee and to Table that and bring that back up in the first meeting of March."
Deputy Mayor Vaile concurred with the Friendly Amendment made to the motion.
VOTE: Motion carried 5-2
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Kuypers, and Councilmember Munson
NAYS: Councilmember McCoy, Councilmember Bowman

MOTION: Councilmember Ferrer moved to open up all committee appointments for discussion this evening.

SECOND: Councilmember Vaile
The Council discussed the motion.
VOTE: Motion carried 4-3
AYES: Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Kuypers, and Councilmember Munson
NAYS: Mayor Overholser, Councilmember McCoy, Councilmember Bowman

MOTION: Councilmember McCoy Called the Question to approve the agenda as amended.
SECOND: Councilmember Bowman
VOTE: Motion carried 7-0

SUMMARY REPORTS AND PRESENTATIONS **7:24 p.m.**

Councilmember Reports:

- Councilmember Kuypers: Clark County Regional Parks Task Force meeting report
- Councilmember McCoy: Regional Transportation Council (RTC) meeting report
- Councilmember Ferrer: Ending Community Homelessness Organization meeting report.
  Councilmember Ferrer requested that the City Manager email the Council a letter and draft plan regarding citywide participation in the proposed Countywide Homeless Systems Analysis for review and discussion at the next meeting.

Mayor's Report:

- ***Appointment to the Lodging Tax Advisory Committee (LTAC) Funded Organization Position, term beginning January 1, 2026***

***This item was removed by an earlier motion.**

- ***Appointment to the Lodging Tax Advisory Committee (LTAC) Funded Organization Position, term beginning January 1, 2026***

***This item was removed by an earlier motion.**

- ***Appointment to the Lodging Tax Advisory Committee (LTAC) Lodging Tax Collector Position, term beginning January 1, 2026***

***This item was removed by an earlier motion.**

- *Mayor Overholser provided a report on the EMS District 2 Board Meeting.*
- *Mayor Overholser provided a report on the C-TRAN Board of Director's meeting.*
  The Council discussed the report.
  Public Works Director Mark Herceg responded to a question from the Mayor.

- **City Council Liaison Board and Committee Appointments**
  Mayor Overholser sought the interest of Council members to serve on the following City Council Liaison Board and Committees and selected his appointments subject to confirmation by the Council:

  Clark County Mosquito Control District Board of Trustees:
  Mayor Overholser announced the need for one Council liaison delegate to serve on the Clark County Mosquito Control District Board of Trustees and explained the purpose of the committee and term length.
  Councilmember Ferrer expressed interest.
  Mayor Overholser invited a motion.

MOTION: Councilmember McCoy moved to approve the appointment of Councilmember Ferrer as Council Liaison Delegate to the Clark County Mosquito Control District Board of Trustees, term ending December 31, 2027.
SECOND: Councilmember Munson
VOTE: Motion carried 7-0

City of Battle Ground Ethics and Administration Committee:
Mayor Overholser announced openings for two Council liaison delegates to serve on the City of Battle Ground Ethics and Administration Committee, noting that as Mayor, he automatically serves by default. Mayor Overholser explained the purpose of the committee and term lengths.
Councilmember Munson, Councilmember Kuypers, and Deputy Mayor Vaile expressed interest.
Mayor Overholser announced his appointments to the City of Battle Ground Ethics and Administration Committee as Councilmember Munson and Councilmember Kuypers.

MOTION: Councilmember McCoy moved to approve the appointment of Councilmember Munson and Councilmember Kuypers as Council Liaison Delegates to the City of Battle Ground Ethics and Administration Committee terms ending December 31, 2027.
SECOND: Councilmember Ferrer
VOTE: Motion carried 6-1
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers
NAYS: Councilmember Munson

Emergency Medical Service (EMS) District 2 Board:
Mayor Overholser announced the need for one Council liaison delegate to serve on the EMS District 2 Board and explained the purpose of the committee and term length.
Mayor Overholser expressed interest.
Mayor Overholser invited a motion.

MOTION: Councilmember Ferrer moved to approve the appointment of Mayor Overholser as Council Liaison Delegate to the EMS District 2 Board, term ending December 31, 2027.
SECOND: Councilmember Vaile
VOTE: Motion carried 7-0

Lodging Tax Advisory Committee (LTAC):
Mayor Overholser announced the need for one Council liaison delegate and one alternate delegate to serve on the Lodging Tax Advisory Committee. Mayor Overholser explained the purpose of the committee and term length.
Deputy Mayor Vaile expressed interest.
Councilmember Ferrer expressed interest in serving as alternate delegate.
Mayor Overholser invited a motion to approve the appointments of Deputy Mayor Vaile as Council liaison delegate and Councilmember Ferrer as alternate delegate to the LTAC Committee term ending December 31, 2027 for both.

MOTION: Councilmember Kuypers moved to approve the appointment of Deputy Mayor Vaile as Council Liaison Delegate and Councilmember Ferrer as Alternate Liaison Delegate to the Lodging Tax Advisory Committee, term ending December 31, 2027.
SECOND: Councilmember Munson
VOTE: Motion carried 6-1

AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers, and Councilmember Munson
NAYS: Councilmember McCoy

Urban County Policy Board (UCPB):

Mayor Overholser announced the need for one Council liaison alternate delegate to serve on the Urban County Policy Board, noting that as Mayor, he automatically serves by default. Mayor Overholser explained the purpose of the committee and term length.
Councilmember Ferrer expressed interest.
Mayor Overholser invited a motion to approve the appointment of Councilmember Ferrer as Council liaison alternate delegate to the Urban County Policy Board, term concurrent with the tenure of the seated Mayor.

MOTION: Councilmember Vaile moved to approve the appointment of Councilmember Ferrer as Alternate Council Liaison Delegate to the Urban County Policy Board, term concurrent with the tenure of the seated Mayor.
The Council discussed the motion.
SECOND: Councilmember Ferrer
VOTE: Motion carried 7-0

Budget Advisory Committee:

Mayor Overholser announced openings for three Council liaison delegates to serve on the Budget Advisory Committee and explained the purpose of the committee and term lengths.
Councilmember Kuypers expressed interest.
The council discussed the positions and purpose of the committee.
Mayor Overholser announced his appointments to the Budget Advisory Committee as Deputy Mayor Vaile, Councilmember Kuypers, and Councilmember Munson.

MOTION: Councilmember Ferrer moved to approve the appointments of Deputy Mayor Vaile, and Councilmember Kuypers, and Councilmember Munson to the Battle Ground Budget Advisory Committee, terms ending December 31, 2027.
SECOND: Councilmember Bowman
VOTE: Motion carried 7-0

Evaluation Committee:

Mayor Overholser announced openings for two Council liaison delegates to serve on the City Manager Evaluation Committee, noting that as Mayor, he automatically serves by default. Mayor Overholser explained the purpose of the committee and term lengths. Mayor Overholser noted the committee would not meet annually in October, as previously noted, but would meet annually in April and on an as-needed basis.
Councilmember Munson, Deputy Mayor Vaile, Councilmember McCoy, and Councilmember Kuypers expressed interest.
The interested council members and Deputy Mayor responded to questions from the Mayor regarding their experience and qualifications for service on this Committee.
The council discussed the purpose of the committee.
Mayor Overholser announced his appointments to the City Manager Evaluation Committee as Councilmember Kuypers and Councilmember Munson.

MOTION: Councilmember Munson moved to approve the appointments of Councilmember Kuypers and

Councilmember Munson to the City Manager Evaluation Committee, terms ending December 31, 2026.
SECOND: Councilmember Ferrer
VOTE: Motion carried 7-0

Bi-State Coordination Committee:
Per Mayor Overholser's request, Councilmember McCoy explained the purpose of the Committee, noting that the Mayor automatically serves as Delegate.
Mayor Overholser stated that as Mayor, he is automatically the delegate to this committee.
No further discussion was held.

Columbia River Economic Development Council (CREDC):
Mayor Overholser asked Council if they wanted to consider opening the alternate delegate position on the CREDC currently held by Councilmember McCoy for further discussion. Hearing no discussion, Mayor Overholser stated the council would keep the alternate delegate position as appointed (Councilmember McCoy).

Discovery Clean Water Alliance (DCWA):
Councilmember McCoy stepped down from the Discovery Clean Water Alliance alternate delegate position.
Mayor Overholser announced he was seeking an alternate delegate to serve on the Discovery Clean Water Alliance.
Councilmember Munson expressed interest in serving as alternate delegate.
Mayor Overholser explained the purpose of the Alliance and term length, noting that Councilmember Bowman currently serves as the Council Liaison Delegate.
Councilmember Ferrer expressed interest in serving as alternate delegate.
The Council discussed the positions.

MOTION: Councilmember Kuypers moved that Councilmember Bowman maintain his position on that committee and that we open it up for two new Council Members to throw their name in the hat for the alternate position.
SECOND: Councilmember McCoy
Councilmember Munson withdrew his interest as the alternate.
Discussion was held by Council.
The Motion was called by Mayor Overholser with a Friendly Amendment: "Motion to appoint Councilmember Bowman to retain the primary seat and put Councilmember Ferrer in as the alternate."
Councilmember Kuypers concurred with the Friendly Amendment made to the motion.
VOTE: Motion carried 7-0

Ending Community Homelessness Organization (ECHO):
Mayor Overholser stepped down from the Alternate Delegate position on the Ending Community Homelessness Organization. Mayor Overholser explained the purpose of the committee and term length.
Councilmember Ferrer confirmed she would continue to serve as Council Liaison Delegate.
Mayor Overholser sought the Council's interest in serving as Alternate Delegate to ECHO.
Deputy Mayor Vaile expressed interest.
Mayor Overholser invited a motion.

MOTION: Councilmember Ferrer moved to approve the retention of Councilmember Ferrer as Council

Liaison Delegate and the appointment of Deputy Mayor Vaile to the Alternate Delegate Position to the Ending Community Homelessness Organization , until changed by Council.
SECOND: Councilmember Kuypers
VOTE: Motion carried 7-0

FD3 Fire Station Facility Committee
Mayor Overholser announced that this committee has been relinquished as the Fire District is looking at other alternatives versus staying in the existing building.

LEOFF-1 Board:
Mayor Overholser noted the current delegate position is held by Councilmember Kuypers, and the alternate delegate position is held by Councilmember Bowman and explained the term lengths.
Mayor Overholser sought the interest of Council for service on the LEOFF-1 board.
Deputy Mayor Vaile expressed interest.
Councilmember Bowman stepped down from the alternate delegate position on the Board.
Mayor Overholser invited a motion to approve the appointment of Councilmember Kuypers to the delegate position and Deputy Mayor Vaile to the alternate delegate position on the LEOFF-1 Board.

MOTION: Councilmember Ferrer moved to approve the appointment of Councilmember Kuypers and Deputy Mayor Vaile on the LEOFF-1 Board.
SECOND: Councilmember McCoy
VOTE: Motion carried 7-0

Regional Transportation Council (RTC):
Mayor Overholser announced that Councilmember McCoy would remain as the appointed Council Liaison Delegate to the Regional Transportation Council.

Legislative Committee:
Mayor Overholser announced the delegate positions on the Legislative Committee are currently held by Councilmember McCoy, Councilmember Bowman, and himself with terms ending December 31, 2026.
Mayor Overholser explained the purpose of the committee.
Mayor Overholser sought the Council's interest in serving as delegates on the committee.
Deputy Mayor Vaile, and Councilmember Ferrer expressed interest.
The Council discussed the Governance Coordination Manual as it pertains to term lengths on the Legislative Committee.
Further discussion was held by Council.
Mayor Overholser invited a motion.

MOTION: Councilmember Ferrer moved for Deputy Vaile, Councilmember Ferrer, and Mayor Overholser as this Legislative Committee.
SECOND: Councilmember Munson

Councilmember McCoy raised a POINT OF ORDER to inquire whether the individuals named in the motion constituted the Mayor's nominations. Mayor Overholser confirmed that Deputy Mayor Vaile, Councilmember Ferrer, and himself were his appointments.

VOTE: Motion Carried 4-3
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, and Councilmember Munson.
NAYS: Councilmember McCoy, Councilmember Bowman, and Councilmember Kuypers

Governance Coordination Manual Committee:
Mayor Overholser announced the Governance Coordination Manual will be considered during the upcoming Council Retreat/Special Meeting. No further discussion was held.

Councilmember Bowman raised a Point of Order concerning whether overriding the provisions of the Governance Manual requires a Public Hearing.

Mayor Overholser called a brief recess at 8:50 p.m.
Mayor Overholser reconvened the meeting at 8:57 p.m.

City Manager Swanson responded to questions from Council regarding the purpose of the Governance Coordination Manual and the process to amend which is done in the form of a Resolution.
The Council discussed the Point of Order made by Councilmember Bowman.

Mayor Overholser requested the City Attorney review the Governance Manual regarding term language on Boards and Committees.

City Attorney Aziza Foster responded to questions from the Council.

Further discussion was held by the Council.

MOTION*:* Councilmember Bowman moved that we do not spend money on legal for this governance manual question.
SECOND*:* Councilmember McCoy
VOTE: Motion Carried 6-1
NAYS: Overholser

Presentations:

- **New Employee Introduction: Jennifer Conde, Associate Planner**
  Community Development Director Kristin Lehto introduced Jennifer Conde, Associate Planner, to the Council. Ms. Conde provided a brief statement and was welcomed by the Council.
- **Grace/Main Traffic Safety Solutions**
  Public Works Director Mark Herceg provided a brief presentation regarding the Main Street & Grace Avenue Short Term Traffic Safety Solutions including the following options:
    - *Option #1: All-Way Stop – Not recommended by Staff*
    - *Option #2: Rapid Rectangular Flashing Beacons – Not recommended by Staff*
    - *Option #3: Flashing Beacons – Recommended by Staff*

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

CONSENSUS was reached by the Council to instruct staff to implement Option #3

CITIZEN'S COMMUNICATIONS **9:26 p.m.**

- *Jessica Cole provided public comment.*
- *Sharon Wodtke provided public comment*
- *Lori Lindberg provided public comment.*

CONSENT AGENDA **9:37 p.m.**

- **A.** City Council Regular Meeting Minutes of January 5, 2026
- **B.** Claim Vouchers dated 12/29/2025 #99054-#99082 in the amount of $95,9796.30
- **C.** Claim Vouchers dated 01/09/2026 #99083-#99118, and Bank Drafts, in the amount of $1,283,047.41
- **D.** Claim Vouchers dated 01/13/2026 #99119-#99189, and Bank Drafts, in the amount of $1,180,088.24
- **E.** Payroll dated 01/09/2026, direct deposits of $297,289.65 for a total payroll of $297,289.65. No vouchers were issued in this payroll.
- **F.** Resolution 26-01 Court Policy Case Weighting for: Community Court Cases; and Probation Violations

Councilmember Ferrer requested the removal of Item A from the Consent Agenda.

MOTION: Councilmember Ferrer moved to approve the Consent Agenda minus line Item A.
SECOND: Deputy Mayor Vaile
VOTE: Motion carried 7-0

The Council discussed Consent Agenda Item A

PUBLIC HEARINGS **9:40 p.m.**

- None

BUSINESS **9:40 p.m.**

- None

ADMINISTRATIVE REPORTS **9:40 p.m.**

- City Manager Kris Swanson reported that she will be attending the AWC City Action Days event in Olympia with Councilmember Ferrer, Deputy Mayor Vaile, and Councilmember Kuypers on January 21st and 22nd.
  Ms. Swanson noted that she will be sending out further communications on current projects within the city.
- Police Chief Dennis Flynn reported on the planned walk-out at Battle Ground High School and Prairie High School.

COUNCIL COMMUNICATIONS **9:44 p.m.**

- *Councilmember McCoy:*
  - *Requested information from staff regarding Road Closures & if City Council had any tools to speed up construction that had outlasted its road closing permit.*
    City Manager Swanson responded to the question from Councilmember McCoy and noted that this will be included in the communications she will send to council regarding current projects.
  - *Requested a secondary letter crafted regarding GMA with site specific requests that Council can look at if they are affected by the new AG Study. Mayor Overholser concurred with Councilmember McCoy's request.*

MOTION: Councilmember McCoy moved that Item A be approved if Councilmember Ferrer's comments are correct and the Clerk can confirm them that she make the amendments if not it stands as is.
SECOND: Kuypers
VOTE: 7-0

ADJOURNMENT

The regular meeting was adjourned at 9:49 p.m.

Next Meeting Date: Monday, February 2, 2026 – Study Session at 6:00 p.m. – Regular meeting at 7:00 p.m.

Eric Overholser	Elizabeth Halili
Mayor	City Clerk

Date of approval by the City Council: February 2, 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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- Za informacije na bosanskom jeziku obratite se na adresu *cityclerk.info@cityofbg.org*
- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa *cityclerk.info@cityofbg.org*
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

DRAFT

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

I, THE UNDERSIGNED, DO HEREBY CERTIFY 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 $1,016,237.61 ON THIS, THE 22ND DAY OF JANUARY, 2026.

	ACCTG DATE	AMOUNT	
BANK DRAFT	01/14/2026	$ 74,227.23	PCARD PAYMENT
99190-99191	01/23/2026	$ 11,687.79	PAYROLL AP
BANK DRAFT	01/23/2026	$ 181,600.82	PAYROLL AP
99192-99244	01/20/2026	$ 748,721.77	REGULAR AP
		$1,016,237.61	



Battle Ground, WA

Check Register

Packet: APPKT04870 - R AP 01/20/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03599	2 WATCH MONITORING INC OF VAN	01/22/2026	Regular	0.00	5,411.75	99192
04095	3E COMPANY ENVIRONMENTAL, EC	01/22/2026	Regular	0.00	6,837.89	99193
00060	ADVANTAGE POLYGRAPH SERVICES	01/22/2026	Regular	0.00	350.00	99194
04290	AFNW - AIR FILTERS NORTHWEST LL	01/22/2026	Regular	0.00	1,814.90	99195
00075	AKS ENGINEERING & FORESTRY	01/22/2026	Regular	0.00	3,152.50	99196
03817	ASSET PANDA	01/22/2026	Regular	0.00	2,959.66	99197
00284	BEST WESTERN BATTLE GROUND	01/22/2026	Regular	0.00	1,298.79	99198
03833	CARAHSOFT TECHNOLOGY CORPOR	01/22/2026	Regular	0.00	6,161.96	99199
00424	CERTIFIED LANGUAGES INTERNATIC	01/22/2026	Regular	0.00	75.40	99200
00473	CITY OF LA CENTER	01/22/2026	Regular	0.00	966.00	99201
00476	CITY OF RIDGEFIELD	01/22/2026	Regular	0.00	4,580.15	99202
00512	CLARK COUNTY TREASURER	01/22/2026	Regular	0.00	661.59	99203
03877	CLEAR SCAPE LLC	01/22/2026	Regular	0.00	8,927.00	99204
04414	COCKS, BRITTANY	01/22/2026	Regular	0.00	350.00	99205
00573	COLUMBIA ELECTRIC SUPPLY	01/22/2026	Regular	0.00	176.06	99206
02706	COMCAST	01/22/2026	Regular	0.00	16.03	99207
01497	CONSOR NORTH AMERICA INC	01/22/2026	Regular	0.00	75,617.63	99208
02557	CORE & MAIN LP	01/22/2026	Regular	0.00	169.88	99209
04412	CROWN CASTLE	01/22/2026	Regular	0.00	239.22	99210
04409	DAVIS, AVEENA	01/22/2026	Regular	0.00	100.00	99211
00778	ECOLOGICAL LAND SERVICES, INC	01/22/2026	Regular	0.00	761.25	99212
03587	EPIC LAND SOLUTIONS, INC	01/22/2026	Regular	0.00	2,378.71	99213
04410	FITZGEREL, LANCE	01/22/2026	Regular	0.00	750.00	99214
00908	FURROW PUMP	01/22/2026	Regular	0.00	2,378.03	99215
00978	GREGORY S. CHENEY, PLLC	01/22/2026	Regular	0.00	12,600.00	99216
01036	HELENA GREEN	01/22/2026	Regular	0.00	75.00	99217
01149	INK ABILITY	01/22/2026	Regular	0.00	377.06	99218
01190	J.L. STOREDAHL	01/22/2026	Regular	0.00	1,061.51	99219
01312	LAKESIDE INDUSTRIES	01/22/2026	Regular	0.00	420.44	99220
01394	MACKAY & SPOSITO, INC	01/22/2026	Regular	0.00	75,051.18	99221
01395	MACPHEE, JULIA	01/22/2026	Regular	0.00	234.00	99222
04413	MCCONNELL, MATTHEW	01/22/2026	Regular	0.00	120.00	99223
04403	MDSI, LLC	01/22/2026	Regular	0.00	7,538.14	99224
02716	MENKE JACKSON BEYER, LLP	01/22/2026	Regular	0.00	11,280.35	99225
03307	MES SERVICE COMPANY INC	01/22/2026	Regular	0.00	1,522.47	99226
01447	METROWATCH	01/22/2026	Regular	0.00	749.40	99227
01627	OFFICE OF STATE TREASURER	01/22/2026	Regular	0.00	11,863.12	99228
01728	PBS ENGINEERING & ENVIRONMENT	01/22/2026	Regular	0.00	4,138.75	99229
01907	RICOH USA INC	01/22/2026	Regular	0.00	479.49	99230
04253	S&F LAND SERVICES LLC	01/22/2026	Regular	0.00	14,369.50	99231
03825	SHANNON & WILSON, INC	01/22/2026	Regular	0.00	21,899.65	99232
02043	SMARSH	01/22/2026	Regular	0.00	166.49	99233
02585	TAPANI INC	01/22/2026	Regular	0.00	390,505.50	99234
04411	TARIQ, BURHAN	01/22/2026	Regular	0.00	750.00	99235
04210	TOTAL MECHANICAL INC	01/22/2026	Regular	0.00	4,659.42	99236
03170	TRANSPO GROUP USA, INC	01/22/2026	Regular	0.00	6,930.86	99237
02282	TYLER TECHNOLOGIES, INC	01/22/2026	Regular	0.00	20,727.28	99238
02305	UNIVERSAL FIELD SERVICES, INC	01/22/2026	Regular	0.00	810.00	99239
02313	US DEPARTMENT OF AGRICULTURE	01/22/2026	Regular	0.00	1,207.08	99240
04154	VANCOUVER DEFENDERS	01/22/2026	Regular	0.00	500.00	99241
02397	WALTER E. NELSON COMPANY	01/22/2026	Regular	0.00	1,863.03	99242
03355	WESTERN UNITED CIVIL GROUP LLC	01/22/2026	Regular	0.00	24,651.35	99243

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
03149	WINDSOR MEP ENGINEERS, LLC	01/22/2026	Regular	0.00	6,036.30	99244

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	80	53	0.00	748,721.77
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
	80	**53**	**0.00**	**748,721.77**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	748,721.77
			748,721.77

Battle Ground, WA

Check Register

Packet: APPKT04843 - US BANK 12/2025

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	01/14/2026	Bank Draft	0.00	74,227.23	DFT0002896

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	304	1	0.00	74,227.23
EFT's	0	0	0.00	0.00
	304	**1**	**0.00**	**74,227.23**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	74,227.23
			74,227.23

Battle Ground, WA

Check Register

Packet: APPKT04845 - PRAP012326

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	01/23/2026	Bank Draft	0.00	3,153.92	DFT0002900
00702	DEPT OF RETIREMENT SYSTEMS	01/23/2026	Bank Draft	0.00	53,550.55	DFT0002901
02559	INTERNAL REVENUE SERVICE- FED T	01/23/2026	Bank Draft	0.00	116,167.66	DFT0002902
01368	LIFE INSURANCE CO. OF NORTH AM	01/23/2026	Regular	0.00	1,656.44	99190
03434	MISSIONSQUARE	01/23/2026	Regular	0.00	10,031.35	99191
01528	NAVIA BENEFIT SOLUTIONS	01/23/2026	Bank Draft	0.00	1,401.64	DFT0002903
03461	WEALTH CARE SAVER	01/23/2026	Bank Draft	0.00	7,327.05	DFT0002904

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	2	0.00	11,687.79
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	20	5	0.00	181,600.82
EFT's	0	0	0.00	0.00
	26	**7**	**0.00**	**193,288.61**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	1/2026	193,288.61
			193,288.61

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
	Kris Swanson, City Manager
From:	Robert Ferrier, Deputy City Manager
Date:	February 2, 2026
Proceeding Type:	Consent Calendar
Subject:	Battle Ground Little League Sports Field Agreement

Legislative History:	
• Consent Calendar	February 2, 2026

Background

On January 7, 2019, the City Council approved an agreement by and between the City and Battle Ground Little League (BGLL) that authorized BGLL's lease of the sports fields at Fairgrounds Park for youth baseball and softball sports activities, including registration events, practices, league games, baseball/softball camps, and tournaments. That agreement was renewed in December 2023, authorizing BGLL to use the sports fields in 2024 and 2025. Pursuant to Section 2.b of the 2019 agreement, the City and BGLL may, by mutual written agreement, renew the lease for up to three (3) subsequent and consecutive terms of two (2) years each. A renewal of the agreement for the second two-year period would cover 2026 and 2027.

City staff and BGLL representatives have met and negotiated the second two-year renewal, as follows:

- The term of the second renewal would commence upon the written agreement of both parties and terminate on December 31, 2027.

- Prior to the termination of the 2nd renewal agreement, the parties may mutually agree to consider a third two-year renewal, consistent with the terms of the original 2019 agreement and the 1st renewal agreement.

- BGLL shall pay the City an annual rent of $2,500, payable on March 1st of each year throughout the term of the renewal agreement.

- An amount up to $2,499 of the annual rent may be forgiven by the City upon BGLL's completion of repairs and maintenance of the sports fields that keep the improvements located thereon in good condition satisfactory to the City and upon BGLL's submission of receipts and/or invoices for goods and materials necessary to conduct said maintenance.

- The City and BGLL agree to maintain open lines of communication during the term of the renewal agreement and address any parking issues that may arise should events hosted by the City at the Battle Ground Community Center coincide with youth baseball and/or softball activities managed by BGLL at the sports fields. On days when youth baseball and/or softball activities occur on the sports fields, BGLL will advise its patrons to park in the unpaved parking lot located closest to the sports fields and not in the paved parking lot closest to the Community Center. In the event a parking conflict may occur, City staff and BGLL representatives will work collaboratively to address the matter amicably, which may include BGLL stationing representatives near the Community Center parking lot to redirect vehicles of sports field patrons to the appropriate parking location.

Staff recommend the City Council consider, approve, and authorize staff to enter into the renewal agreement. Staff will be available for questions during the meeting.

Options

Option	***Results***
• *Authorize staff to enter into the agreement*	Staff will enter into an agreement with BGLL for their continued use of the sports fields at Fairgrounds Park
• *Direct staff to take no further action.*	Staff will take no further action on this matter at this time.

Staff Recommendation

Staff request the City Council authorize staff to enter into the agreement with BGLL.

Attachments

BGLL Lease 2nd Renewal Agreement

2nd LEASE RENEWAL AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is entered into on this _____ day of _____, 2026, between the City of Battleground, a Washington municipal corporation (hereinafter referred to as "Landlord"), and Battle Ground Little League, a non-profit corporation organized under the laws of the State of Washington (hereinafter referred to as "Tenant").

I. RECITALS

A. Landlord is a municipal corporation that wishes to strengthen community relations through the use of certain real property for recreational and civic purposes in conjunction with Tenant.

B. Tenant is a private non-profit organization whose goal is to assist children in developing qualities of citizenship, discipline, teamwork, and physical well-being.

C. Landlord has identified certain property with the express purpose of entering into this Lease with Tenant. This Lease will further the public interest because of the family and youth opportunities promulgated by Tenant and Tenant's use of the property, all of which Landlord expressly finds to be compatible with Landlord's goals and policies for the property as part of Landlord's park property.

D. The parties wish to execute their 2nd renewal option under the original lease signed on January 7, 2019, and enter into this 2nd Lease Renewal agreement whereby Tenant will have exclusive rights to certain property described herein and priority rights to other property described herein, all on terms more fully set forth below.

NOW THEREFORE, the parties agree as follows:

II. AGREEMENT

1. *Lease of the Premises*. Subject to the occurrence of the express conditions provided in Paragraph 2.a, Landlord hereby leases to Tenant, and Tenant leases from Landlord, certain real property situate in the City of Battleground and County of Clark, State of Washington, as more particularly described in Exhibit "A," attached hereto and expressly incorporated herein (the "Premises"), on the terms and conditions set forth herein.

2. *Term*. The term of this Lease shall be for a period of two (2) years, commencing on the Commencement Date as that term is defined below, and terminating at 12:00 o'clock, midnight, on December 31, 2027. The parties are executing their second of three (3) renewal options under Paragraph 2.b of the original lease agreement executed on January 7, 2019.

a. Commencement Date. This Lease shall commence and become effective only upon occurrence of approval in writing of all Lease provisions by Landlord City Council and by the Tenant Board of Directors, consistent with each organization's respective organizational documents and applicable state law. The Commencement Date shall be the day on which the latter of the two parties signs this Lease.

b. Renewal Option. Landlord and Tenant may review this Lease in accord with the terms of the parties' original lease entered into on January 7, 2019.

c. Tenant Obligations at Lease Inception. Except as specified elsewhere in this Lease, Landlord makes no representations or warranties to Tenant regarding the Premises, including the subsurface condition of the Premises and the existence or nonexistence of any utilities, fixtures, or improvements thereto. Tenant shall be responsible for performing any work necessary to bring the Premises into condition satisfactory to Tenant. By signing this Lease, Tenant acknowledged that it has had adequate opportunity to investigate the Premises, acknowledges responsibility for making any corrections, alterations, and repairs to the Premises consistent with this Lease, and acknowledges that the time needed to complete any such items shall not delay the Commencement Date.

d. Cancellation. In the event Landlord, in its sole discretion, determines at any time during the term of this Lease that the Premises are required for other general municipal purposes, this Lease shall be subject to cancellation by Landlord upon ninety (90) days prior written notice to Tenant. In the event that Landlord requires only a portion of the Premises for other general municipal purposes (the "Required Portion"), this Lease shall be cancelled only with respect to the Required Portion, and this Lease shall continue in full force and effect with respect to any remaining portion of the Premises. In such event, Landlord and Tenant shall execute an amendment to this Lease setting forth a description of the Premises less the Required Portion and Tenant shall return the Required Portion in the condition required by this Lease.

3. *Rent*. Tenant shall pay Landlord without demand in lawful money of the United States, annual rent in the sum of $2,500.00, payable on March 1st of each year throughout the term of this Lease. Payments are to be remitted to City of Battle Ground, 109 SW 1st St., Suite 221, Battle Ground, WA 98604, Attention: Finance Department.

An amount of up to $2,499.00 of the annual rent may be forgiven by Landlord upon Tenant's completion of repairs and maintenance of the Premises that keep the improvements located thereon in good condition satisfactory to Landlord (consistent with Paragraph 8), and upon Tenant's submission of receipts and/or invoices for goods

and materials necessary to conduct said maintenance. Said rent forgiveness is to be considered a reimbursement for Tenant's expenses in accordance with RCW 35.21.278.

Rent for any year during the Lease term that is less than twelve (12) months shall be prorated.

4. *Uses and Rights Regarding Improvements*. Landlord does hereby grant to Tenant the right and permission to use the Premises and improvements thereon, including buildings (together, "Tenant Improvements"), for the sole and exclusive purpose of establishing and providing youth baseball and softball activities, including registrations, practices, league games, baseball/softball camps, and tournaments. Failure of the Tenant to conform its use of the Premises to the purpose set forth herein will constitute an Event of Default, as that term is defined in Paragraph 18 hereof, and may result in termination of this Lease pursuant to Paragraph 19 hereof.

   a. All Tenant Improvements constructed on the Premises by Tenant during the term of the Lease shall be at the sole and exclusive expense of Tenant. Upon termination or expiration of the Lease term Landlord shall, in its sole discretion, exercise one of the following options:

      i. Require that Tenant convey and transfer to Landlord title to and all rights in Tenant Improvements constructed on the Premises, without any requirement whatsoever for payment or other consideration to be paid by Landlord to Tenant for the value of such Tenant Improvements. In connection therewith, Tenant shall, at Tenant's sole cost, timely execute any instruments necessary to accomplish such transfer.

      ii. Allow Tenant ninety (90) days to remove Tenant Improvements, its equipment, supplies, and other detachable personal property, including trade fixtures. In this event, upon removal of the Tenant Improvements, Tenant shall restore the Premises to substantially the same condition as existing on the Commencement Date.

   b. During the construction of any Tenant Improvements on the Premises, Tenant shall keep the Premises and Tenant Improvements free from any liens or encumbrances arising out of work performed, materials furnished, or any other obligations incurred by Tenant in connection with such construction. Tenant shall be responsible for any risk of loss or injury to persons or property during the construction of any Tenant Improvements on the Premises.

   c. Prior to the construction of any Tenant Improvements or substantial alterations to the Premises, written approval of the final plans and designs for such facilities and improvements shall be obtained from Landlord. Landlord shall

consider requests for approval in a timely manner. Such approval shall not be unreasonably conditioned, denied, or withheld. The approval required by this Paragraph 4 shall not apply to routine maintenance or emergency repairs that are necessary for the preservation of life or property.

5. *Parking Management*. Landlord and Tenant agree to maintain open lines of communication between the parties during the term of the agreement to monitor and address parking issues that may arise should events hosted by Landlord at the Battle Ground Community Center coincide with youth baseball and softball activities managed by Tenant at the Premises. On days when youth baseball and softball activities hosted by Tenant occur on the Premises, Tenant will advise its patrons to park in the unpaved lot located at the Premises and not in the paved parking lot immediately north of the Battle Ground Community Center. In the event a parking conflict should occur, Landlord and Tenant agree to work collaboratively to address the matter amicably. If requested by the Landlord, Tenant shall station representatives near the entrance to the Battle Ground Community Center parking lot during youth baseball and softball activities and redirect vehicles of its patrons to the unpaved parking lot at the Premises.

6. *Compliance with Laws*. Tenant shall not cause or permit the Premises or Tenant Improvements thereto to be used in any way that violates any applicable laws, rules, regulations, or orders, including without limitation, environmental, safety, and occupational health laws. Specifically, Tenant shall, at its sole expense, be responsible for complying with all laws in effect on the Commencement Date or as may be in effect throughout the Lease term that are applicable to the Premises and Tenant Improvements thereto as a consequence of Tenant's particular use. Without limiting any of the foregoing, the below-described express requirements concerning facilities access and environmental review compliance are included herein solely for Tenant's benefit and shall not operate to lessen or eliminate any of Tenant's other compliance obligations under this Paragraph 6.

Tenant shall comply with all applicable federal, state, and local requirements prohibiting discrimination based on sex, sexual orientation, race, national origin, age, and/or handicapping condition. Tenant acknowledges that Tenant's failure to comply with the foregoing shall be a default under this Lease, and may cause Landlord to sustain substantial damages, including the loss of federal, state, and/or local funding.

a. Access. Tenant shall be responsible for compliance with public access requirements under all laws, including all applicable provisions of the federal Americans with Disabilities Act concerning operation, construction, or modification of the Premises and Tenant Improvements thereto as a consequence of Tenant opening the Premises and Tenant Improvements thereto to the public as a place of public accommodation.

b. Environmental Review. Tenant shall be responsible for compliance with all local, state, and federal land use and environmental review requirements as a consequence of Tenant's leasehold rights and duties in the Premises and/or its occupation and use of the Premises and Tenant Improvements thereto.

7. *Utilities*. Landlord shall not be responsible for providing any utilities to the Premises. Tenant shall determine whether the available capacity of such utilities will meet Tenant's needs. Tenant shall install and connect, if necessary, and directly pay for all water, sewer, gas, janitorial, electricity, garbage, removal, heat, telephone, and other utilities and services used by Tenant on the Premises during the Lease term, whether or not such services are billed directly to Tenant. Tenant will also procure, or cause to be procured, without cost to Landlord, all necessary permits, licenses, or other authorizations required for the lawful and proper installation, maintenance, replacement, and removal on or from the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying all utilities or services to the Premises. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, shall join with Tenant in any application required for obtaining or continuing such utilities or services.

8. *Taxes*. Tenant shall pay all taxes, as applicable, including (i) any form of real estate tax or assessment imposed on the Premises, including Tenant Improvements thereto, by any authority including any city, state, or federal government, or any improvement district, as against any legal or equitable interest of Landlord or Tenant in the Premises or in the real property of which the Premises are a part, or against rent paid for leasing the Premises; and (ii) any form of personal property tax or assessment imposed on any personal property, fixtures, furniture, improvements, equipment, inventory, or other items, and all replacements, improvements, and additions to them located on the Premises during the Lease term. If any taxes paid by Tenant cover any period of time before or after the expiration of the Lease term, Tenant's share of those taxes paid will be prorated to cover only the period of Tenant's tenancy during the subject tax or fiscal year. Tenant may contest the amount or validity, in whole or in part, of any taxes at its sole expense, only after paying such taxes or posting such security as Landlord may reasonably require in order to protect the Premises against loss or forfeiture.

Without limitation to the generality of the foregoing, in addition to the rent, Tenant shall pay to Landlord when due any leasehold excise tax assessed pursuant to Ch. 82.29A RCW against Tenant in respect of the rent paid pursuant to Paragraph 3 above. Tenant shall in addition pay to Landlord when due the leasehold excise tax in respect of any payment or obligation hereunder which is deemed to be taxable rent. Payment is due at the same time as payment of the rent.

9. *Repairs and Maintenance*. Tenant shall, at its sole expense, maintain the Premises and Tenant Improvements thereto in good condition and promptly make all repairs and replacements, whether structural or non-structural, necessary to keep the Premises and

Tenant Improvements thereto in safe operating condition, including all utilities and other systems serving the Premises and Improvements thereto. Tenant shall permit no waste to or on the Premises or to Tenant Improvements thereto. Without limitation to the generality of the foregoing, Tenant shall be responsible for mowing, vegetation control/management, and all other general maintenance of the Premises.

Tenant shall make all necessary and routine repairs within a reasonable time frame as determined by Landlord, except in the case of emergency repairs or unsafe conditions, in which case Tenant will perform such repairs on an emergency basis as Landlord may determine necessary within 72 hours and remedy the situation with a complete and permanent repair within thirty (30) days.

Tenant shall be responsible for all repairs and maintenance as detailed herein year-round for the Premises leased, regardless of Tenant's exclusive or priority use designation for the property.

10. *Access*. After reasonable notice from Landlord (except in cases of emergency, where no notice is required), Tenant shall permit Landlord and its agents and employees to enter and inspect the Premises, including Tenant Improvements thereto, at all reasonable times in order to ensure Tenant's compliance with its duties under this Lease. Additionally, Tenant shall permit Landlord and its agents and employees to enter the Premises immediately upon an Event of Default as defined in Paragraph 18.

11. *Signage*. Tenant shall obtain Landlord's written consent before installing any signs upon the Premises, which consent shall not be unreasonably conditioned, denied, or withheld. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage or deface the Premises, including any facilities or improvements thereon constructed by Tenant, in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

12. *Destruction or Condemnation*.

a. Damage and Repair. If any facilities or Tenant Improvements on the Premises are partially damaged but not rendered untenantable, by fire or other insured casualty, then Tenant shall diligently restore the same and this Lease shall not terminate. Tenant Improvements shall not be deemed untenantable if less than twenty-five percent (25%) of said Improvements are damaged.

If Tenant Improvements become untenantable, Tenant may at its option diligently and fully restore such Tenant Improvements within 180 days of the loss, using any available insurance proceeds and/or additional funds or resources of Tenant; provided, however, that said 180-day period shall be tolled during the pendency of any bona fide dispute between Tenant and Tenant's insurer as to the existence or amount of any insurance policy coverage available for the said restoration. If Tenant is unwilling or unable to restore any untenantable Tenant Improvements within 180 days of the loss, as tolled above,

then Landlord at its sole discretion may either (i) continue this Lease and complete the required restoration at its own expense; or (ii) terminate this Lease and keep any insurance proceeds as additional named insured under Paragraph 13.b, by notifying Tenant within sixty (60) days of the date of expiration of such 180-day period, as tolled above. Neither party exercising restoration rights in good faith under this Paragraph 12.a shall be liable to the other for damages, compensation, or claims grounded on inconvenience, loss of business, or annoyance directly, incidentally, or consequentially arising from any repair or restoration of Improvements.

b. If the Premises, including any Tenant Improvements thereto, are made untenantable by eminent domain, or are made untenantable by reason of conveyance under a bona fide threat of eminent domain pursuant to a lawful and valid exercise of eminent domain by any duty authorized condemning authority, this Lease shall automatically terminate as of the earlier of the date title vests in the condemning authority or the condemning authority first has possession of the Premises. In case of taking of a part of the Premises that does not render the Premises untenantable, this Lease shall continue in full force and effect. In the case of any such whole or partial taking, Tenant shall be entitled to participate in any award resulting from the taking to the extent of (i) any loss sustained by the Tenant as a result of the termination of this Lease and (ii) the then value of the Tenant Improvements constructed or caused to be constructed by Tenant and contained on the Premises at the time of taking, but only if the Tenant Improvements, or a portion thereof, are taken. For any such condemnation, Tenant shall be entitled to a portion of said award, regardless of the "unit rule" or any undifferentiation in the form of the award, as follows: Tenant shall be entitled from any award received by Landlord so much of the award as is attributable to Tenant's Improvements valued at the time of the award, with an offset to Landlord for the fair rental value of the Premises, as unimproved, during the period of Tenant's possession of the Premises hereunder. In the event that the parties cannot agree on the amount of compensation due Tenant hereunder, the parties agree to submit their dispute for resolution pursuant to Ch. 7.04A RCW, the Washington Uniform Arbitration Act, or as the same may be hereafter amended. Notwithstanding any provision of the foregoing to the contrary, Tenant shall be permitted to make a separate claim against the condemning authority, and/or against any condemnation award in the negotiation or arbitration process described above, for all costs reasonably incurred by Tenant as a result of relocating the Tenant Improvements, including moving expenses or damages resulting from interruption.

13. *Insurance*. The Tenant shall procure and maintain for the duration of the Lease Term, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Tenant's use of the Premises.

a. Liability Insurance. During the Lease term, Tenant shall pay for and maintain commercial general liability insurance with broad form property damage and

contractual liability endorsements. This policy shall name Landlord as an additional insured, and shall insure Tenant's activities and those of Tenant's volunteers, employees, officers, contractors, licensees, agents, servants, guests, invitees, concessionaires, and/or visitors with respect to the Premises against loss, damage, or liability for personal injury or death or loss or damage to property with a combined single limit of not less than $3,000,000 per occurrence and $3,000,000 general aggregate, provided the insurance will be noncontributory with any liability insurance carried by Landlord.

b. Casualty Insurance. During the Lease term, Tenant shall pay for and maintain all-risk coverage casualty insurance (with coverage for earthquake and, if the Premises are in a flood plain, flood damage) for the Premises in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the policy, and in an amount not less than the replacement cost of the Premises, including all Tenant Improvements thereto, with a deductable of not more than $5,000. The casualty insurance policy shall name Tenant as the insured and Landlord as an additional insured, with loss payable to Landlord and Tenant as their interests may appear.

c. Miscellaneous. Tenant's insurance required under this Paragraph 13 are to contain, or be endorsed to contain, that they shall be the primary insurance as respect to the Landlord. Any insurance, self-insurance, or self-insured pool coverage maintained by the Landlord shall be in excess of Tenant's insurances and shall not contribute with it.

Insurance required under this Paragraph 13 shall be with a current A.M. best rating of not less than A:VII with a company authorized to transact business in the State of Washington. No insurance policy shall be canceled or reduced in coverage and each such policy shall provide that it is not subject to cancellation or a reduction in coverage except after thirty (30) days prior written notice to Landlord. Tenant shall provide Landlord with written notice of any policy cancellation within two (2) business days of their receipt of such notice. Failure on the part of Tenant to maintain the insurance as required herein shall constitute a material breach of this Lease, upon which Landlord may, after giving five (5) days notice to Tenant to correct the break, terminate the Lease or, at its discretion, procure or renew such insurance or pay any and all premium therewith, with any sums so expended to be repaid to the Landlord upon demand. Tenant shall deliver to Landlord upon commencement of the Lease and from time to time thereafter, copies or certificates of the insurance policies required by this Paragraph 13.

In no event shall the limit of such policies be considered as limiting the liability of Tenant under this Lease or otherwise limit Landlord's recourse to any remedy available at law or in equity. If Tenant maintains higher insurance limits than the minimums required under this Paragraph 13, Landlord shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Tenant, irrespective of whether such limits

maintained by Tenant are greater than those required under this Paragraph 13 or whether any certificate of insurance furnished to Landlord evidences limits of liability lower than those maintained by Tenant.

d. Waiver of Subrogation. Landlord and Tenant hereby release each other and any other tenant, their agents and/or employees, from responsibility for, and waive their entire claim of recovery for any loss or damage arising from any cause covered by insurance required to be carried by them. Each party shall provide notice to the insurance carrier or carriers of this mutual waiver of subrogation, and shall cause their respective insurance carriers to waive all rights of subrogation against the other. This release shall apply only to the extent such claim, loss, or liability is covered by insurance.

14. *Indemnification*. Tenant shall defend and indemnify Landlord, its officers, officials, employees, agents, and/or volunteers and save it harmless from and against, and shall defend with counsel acceptable to Landlord, any and all suits, actions, damages, claims, liability, and/or expense in connection with loss of life, bodily or personal injury, and/or property damage arising from or out of any occurrence in, upon, at, or from the Premises, or the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its volunteers, employees, officers, contractors, licensees, agents, servants, guests, invitees, concessionaires, and/or visitors; provided, that Tenant shall not be liable to Landlord to the extent such damages, liability, claims, or expenses are caused by or result from the sole negligence or intentional misconduct of Landlord.

Tenant hereby expressly waives claims against Landlord, and Landlord shall not be responsible or liable at any time, for any loss or damage to Tenant's personal property or to Tenant's operations, including any loss or damage to either the person or property of Tenant, that may be occasioned by or through the acts or omissions of persons occupying adjacent, connecting, or adjoining space, unless and only to the extent due to Landlord's sole negligence or intentional misconduct, and in no event shall Landlord be liable for Tenant's consequential damages. Tenant shall store its property in and shall use and enjoy the Premises and Tenant Improvements at its own risk, and hereby releases Landlord to the full extent permitted by law and except as expressly provided above, from all claims of every kind resulting in loss of life, personal or bodily injury, or property damage.

Solely for the purpose of effectuating the indemnification obligations under this Lease, and not for the benefit of any third parties (including, but not limited to employees of Tenant), Tenant specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this Lease shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker Compensation Acts, Disability Benefit Acts, or other employee benefit acts. Tenant shall cause any contractors and their subcontractors and material suppliers to execute similar waivers of industrial insurance immunity. The parties, by their initials below, acknowledge that the foregoing provisions of this

Paragraph 14 have been specifically and mutually negotiated between the parties.

Landlord _____ Tenant _____

15. *Assignment and Subletting*. Tenant shall not assign, sublet, mortgage, encumber, and/or otherwise transfer any interest in this Lease, except if Landlord's express written consent is obtained in advance no later than thirty (30) days prior to any such proposed assignment, sublease, or other transfer.

16. *Liens*. Tenant shall keep the Premises free from any liens created by or through Tenant. Tenant shall indemnify and hold Landlord harmless from liability from any such liens including, without limitation, liens arising from design and construction of Tenant Improvements.

17. *Tenant's Rights and Duties Regarding Use of the Premises*. Tenant expressly acknowledges that as of the Commencement Date there are existing structures located on the Premises, as described or portrayed on the attached Exhibits "A" and "B." Tenant's use of the Premises and associated sports fields and related improvements shall be subject to the Landlord's parks ordinances, rules, and regulations. Subject to the terms of this Lease, Tenant will have exclusive use of the sports fields and related improvements marked for illustrative purposes as "A" on Exhibit B and further described on Schedule A. "Exclusive use" shall not, however, prevent Landlord from utilizing the Premises for City sanctioned events during such times as Tenant is not utilizing the Premises. In the event Landlord intends to utilize the Premises for a City sanctioned event, Landlord will notify Tenant of such intended use. Tenant will have priority use of the sports fields marked for illustrative purposes as "B" on Exhibit B. "Priority use" for purposes of this Lease shall mean that Tenant may use the said sports fields on a preferred basis for activities otherwise permitted by this Lease on those certain dates corresponding with events designated by Tenant in a written schedule provided to Landlord by March 31 of each calendar year of all practice, league competition, and tournament schedules for which Tenant requests priority use during the Lease term, provided that the schedule must be approved by Landlord in writing prior to any said event. Landlord reserves all rights to regulate any and all activities at the Premises generally, such as parking and any approved use by event organizers. Use of the Premises for any purpose beyond that designated herein must be approved in advance by Landlord.

Tenant shall, at its sole cost and expense, operate and maintain the Premises in the same or better condition as existed at the Commencement Date of this Lease (normal wear, depreciation, and damage from causes beyond Tenant's control excepted).

18. *Default*. The following occurrences shall each be deemed an Event of Default:

a. Non-Conforming Use. Tenant fails to use the Premises, including Tenant Improvements thereto, for the purposes set forth herein this Lease.

b. Failure to Pay. Tenant fails to pay any sum, including rent due under this Lease, following fifteen (15) days written notice from Landlord of the failure to pay.

c. Vacation/Abandonment. Tenant vacates or abandons the Premises, including Tenant Improvements thereto, for a period of 180 or more consecutive days without prior notice to and express permission from Landlord.

d. Other Non-Monetary Defaults. Tenant breaches any agreement, term, or covenant of this Lease, other than one requiring the payment of money and not otherwise enumerated in this Paragraph 18, and the breach continues for a period of thirty (30) days after notice by Landlord to Tenant of the breach.

e. Failure to Take Possession. Tenant fails to take possession of the Premises on the Commencement Date.

19. *Remedies*. Landlord shall have the following remedies upon an Event of Default. Landlord's right and remedies under this Lease shall be cumulative, and none shall exclude any other right or remedy allowed under law.

a. Termination of Lease. Landlord may terminate Tenant's interest under the Lease, but no act by Landlord other than written notice from Landlord to Tenant of termination shall terminate this Lease. The Lease shall terminate on the date specified in the notice of termination.

b. Re-Entry. Landlord may continue this Lease in full force and effect and, upon not less than ten (10) days advance notice, re-enter and take possession of the Premises or any part thereof, expel the Tenant from the Premises and anyone claiming through or under the Tenant and remove the personal property of either. Re-entry or taking possession of the Premises by Landlord under this Paragraph 19 shall not be construed as an election on Landlord's part to terminate this Lease unless a written notice of termination is given to Tenant; however, Landlord reserves the right following any re-entry or reletting, or both, under this Paragraph 19 to exercise its right to terminate the Lease.

c. Waiver of Redemption Rights. Tenant, for itself, and on behalf of any and all persons claiming through or under Tenant, including creditors of all kinds, hereby waives and surrenders all rights and privileges which they may have under any present or future law to redeem the Premises, including Tenant Improvements thereto, or to have a continuance of this Lease for the Lease term, as it may have been extended.

d. Failure to Remove Property. If Tenant fails to remove any of its personal property from the Premises at Landlord's request following an uncured Event of Default, Landlord may, at its option, remove and store the property at Tenant's expense and risk, with the right to sell such stored property upon ten (10) days notice to Tenant after it has been stored for a period of thirty (30) days or more. The proceeds of such sale shall be applied first to the cost of

such sale, second to the payment of the charges for storage, if any, and third to the payment of any other sums of money that may then be due from Tenant to Landlord under any of the terms hereof, with the balance, if any, to be paid to Tenant.

20. *Non-Waiver*. Landlord's wavier of any breach of any term contained in this Lease shall not be deemed to be a waiver of the same term for subsequent acts of Tenant. The acceptance by Landlord of rent or other amounts due by Tenant hereunder shall not be deemed to be a waiver of any breach by Tenant pending such acceptance.

21. *Notices*. All notices under this Lease shall be in writing and effective (i) when delivered in person, or (ii) three (3) days after being sent by registered or certified mail to Landlord or Tenant, as the case may be, at the notice addresses set forth herein, or such other addresses as may from time to time be designated by such parties in writing.

LANDLORD:	TENANT:
Attn: Kris Swanson, City Manager	Attn: Ryan Smith, League President
City of Battle Ground	Battle Ground Little League
109 SW 1st Street	PO Box 805
Battle Ground, WA 98604	Battle Ground, WA 98604

22. *Hazardous Material*. Landlord represents and warrants to Tenant that to the best of Landlord's knowledge, there is no "Hazardous Material" (as defined below) on, in, or under the Premises as of the Commencement Date except as otherwise disclosed to Tenant in writing before the execution of this Lease including on the attached Schedule B. The parties understand and agree that any unlawful release of Hazardous Material in connection with containment and removal thereof by Tenant shall be expressly and exclusively the responsibility and obligation of Tenant.

Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about, or disposed of on the Premises by Tenant, its volunteers, agents, employees, contractors, and/or invitees, except in strict compliance with all applicable federal, state, and local laws, regulations, codes, and ordinances. If Tenant breaches the obligations stated in the preceding sentence, then Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, and/or losses including, without limitation, diminution in the value of the Premises, damages arising from any adverse impact on marketing of space at the Premises, and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees incurred or suffered by Landlord either during or after the Lease term.

The hereinabove indemnifications include, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work, whether or not required by any federal, state, or local governmental agency or political subdivision, because of Hazardous Material present in the Premises, or in soil or ground water on or under the Premises. Tenant shall immediately notify Landlord of any inquiry, investigation, or notice that Tenant may receive from any third party regarding the actual or suspected presence of Hazardous

Material on the Premises.

Without limiting the foregoing, if the presence of any Hazardous Material brought upon, kept, or used in or about the Premises by Tenant, its agents, employees, contractors, and/or invitees results in any unlawful release of Hazardous Material on the Premises or any other property, Tenant shall promptly take all actions, at its sole expense, as are necessary to return the Premises or any other property, to the condition existing prior to the release of any such Hazardous Material; provided, that Landlord's approval of such actions shall first be obtained, which approval may be withheld at Landlord's sole discretion.

As used herein, the term "Hazardous Material" means any hazardous, dangerous, toxic, or harmful substance, material, or waste including biomedical waste, which is or becomes regulated by any local governmental authority, the State of Washington, or the United States government due to its potential harm to the health, safety, or welfare of humans or the environment.

23. *Quiet Enjoyment*. So long as Tenant pays the rent and performs all of its obligations in this Lease, Tenant's possession of the Premises in accordance with the terms of this Lease will not be disturbed by Landlord or anyone claiming by, through, or under Landlord.

24. *General*.

a. Authority to Bind. Any individual signing this Lease on behalf of a party represents and warrants that such individual has authority to do so and, upon such individual's execution, that this Lease shall be binding upon and enforceable against the party on behalf of whom such individual is signing.

b. Entire Agreement. This Lease contains all of the covenants and agreements between Landlord and Tenant relating to the Premises. No prior agreements or understanding pertaining to the Lease shall be valid or of any force or effect; except, the original lease entered into by the parties on January 7, 2019, remains in effect unless otherwise amended by this Lease.

c. Amendments. This Lease may be amended only upon mutual written agreement of the parties.

d. Severability. Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Lease.

e. Governing Law. This Lease shall be governed by and construed m accordance with the laws of the State of Washington.

f. Costs and Attorneys' Fees. If Tenant or Landlord engage the services of an attorney to collect monies due or to bring any action for any relief against the

other, declaratory or otherwise, arising out of this Lease, including any suit by Landlord for the recovery of rent or other payments, or possession of the Premises, the losing party shall pay the prevailing party a reasonable sum for attorneys' fees incurred in such suit, at trial and on appeal.

g. Memorandum of Lease. This Lease shall not be recorded. However, Landlord and Tenant shall, at the other's request, execute and record a memorandum of lease in recordable form that identifies Landlord and Tenant, the commencement and expiration dates of the Lease, and the legal description of the Premises.

h. No Third Party Beneficiaries. No term or provision of this Lease is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party hereto, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

i. Successors and Assigns. All covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Landlord and Tenant and their respective heirs, executors, administrators, successors, marital communities, and/or assigns. Any assignment or subletting of the Premises or any interest in this Lease shall not relieve Tenant of primary responsibility for the performance of the terms and payment of the sums to be performed or paid by Tenant hereunder.

j. Insolvency. Either (i) the appointment of a receiver to take possession of all or any part of the assets of Tenant, or (ii) the general assignment by Tenant for the benefit of creditors, or (iii) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall, if such appointment, assignment, or action continues for a period of thirty (30) days, constitute a breach of this Lease by Tenant and Landlord may at its election and without notice terminate this Lease, and in that event, Landlord shall be entitled to immediate possession of the Premises. Provided, however, that in the event any provision of this Paragraph is contrary to any applicable law, such provision shall be of no force or effect.

k. Headings. The paragraph and section headings hereof are for convenience only and shall not be used to expand or interpret the meaning of any part of this Lease.

l. Time. Time is of the essence hereof.

m. No Warranties. Tenant acknowledges that except as expressly set forth in this Lease, neither Landlord nor any other person has made any representation or warranty with respect to the Premises. Tenant has inspected the Premises and the condition of title thereto and accepts the Premises "AS IS" in its present condition.

n. Late Payment. If Tenant fails to pay when the same is due and payable any rent or other sum required to be paid by Tenant hereunder, such unpaid amounts shall bear interest from the due date thereof to the date of payment at a rate equal to twelve percent (12 %) per annum and Tenant shall be charged a late fee of $100. 00. Landlord may elect to make payment of any unpaid amounts required to be made by Tenant hereunder and, upon demand, Tenant shall reimburse Landlord for said amounts together with interest.

o. No Partnership, etc. Landlord does not by this Lease, in any way or for any purpose, become a partner or joint venturer of Tenant in the conduct of Tenant's operations or otherwise. Tenant is independent of Landlord and nothing in this Lease shall be considered to create a relationship of agency or employer/employee between the parties. No employee, agent, volunteer, or other person associated with Tenant in any way shall be entitled to any benefits accorded to employees of Landlord.

25. *Non-Discrimination Clause*. To the extent required by law, Tenant for itself and its successors in interest and assigns, as a part of the consideration hereof, does herby covenant and agree as follows:

No person, on the grounds of race, creed, color, national origin, citizenship or immigration, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, shall be unreasonably excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in Tenant's personnel policies and practices or in the use or operation of Tenant's services or facilities.

Tenant agrees that in the construction of any improvements on, over, or under the leased Premises and the furnishing of services thereon, no person, on the grounds of race, creed, color, national origin, citizenship or immigration, sex, honorably discharged veteran or military status, sexual orientation, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, shall be unreasonably excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

During the performance of this Lease, Tenant, for itself, its officers and assigns, to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 USC Chapter 21, Subchapter V, § 2000d through 2000d-4a)
- Age Discrimination Act of 1975 (42 USC Chapter 76, § 6101, *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- Americans with Disabilities Act of 1990 (42 USC Chapter 126, § 12101 *et. seq.*)
- 49 CFR Part 21
- 23 CFR Part 200

- RCW 49.60.180

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

Landlord is an equal opportunity provider and employer.

IN WITNESS WHEREOF this Lease has been executed the date and year first above written.

LANDLORD

CITY OF BATTLE GROUND, WASHINGTON

By:_____
Its:_____

TENANT

BATTLE GROUND LITTLE LEAGUE

By:_____
Its: President

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence _____ is the person who appeared before me and said person acknowledged that _____ signed this instrument, on oath stated that _____ was authorized to execute the instrument and acknowledged it as the _____ of the CITY OF BATTLE GROUND, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2026.

_____
Name (Print)
NOTARY PUBLIC in and for the State of Washington,
residing at
My Commission expires:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

I certify that I know or have satisfactory evidence RYAN SMITH is the person who appeared before me and said person acknowledged that RYAN SMITH signed this instrument, on oath stated that RYAN SMITH was authorized to execute the instrument and acknowledged it as the PRESIDENT of the BATTLE GROUND LITTLE LEAGUE, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN to before me this 23 day of JANUARY, 2026.

NOTARY PUBLIC
STATE OF WASHINGTON
TAMARA L GUNTER
MY COMMISSION EXPIRES
JANUARY 01, 2027
COMMISSION NO. 151676

Tamara L. Gunter
Name (Print)
NOTARY PUBLIC in and for the State of Washington, residing at
My Commission expires: 01/01/2027

EXHIBIT A
FAIRGROUNDS BALL FIELDS
LEGAL DESCRIPTION

A parcel of land in the Southwest quarter of Section 35, Township 4 North, Range 2 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a point 30 feet North and 20 feet West of the Southeast corner of said Southwest quarter of Section 35;

THENCE North 02°05' 49" East, along the West line of Fairgrounds Avenue, a distance of 957.14 feet;

THENCE North 89°31'54" West, a distance of 345.37 feet, to the East line of the Right-Of-Way of the Northern Pacific Railway;

THENCE South along the Right-Of-Way of the Northern Pacific Railway to a point 30 feet North of the South line of Section 35;

THENCE South 89°31'54" East, a distance of 324.47 feet, to the **POINT OF BEGINNING**.

EXCEPT the South 305.00 feet of the above described parcel.

EXCEPT that portion Deeded to Clark County per Excise Tax No. 447712.

EXHIBIT B

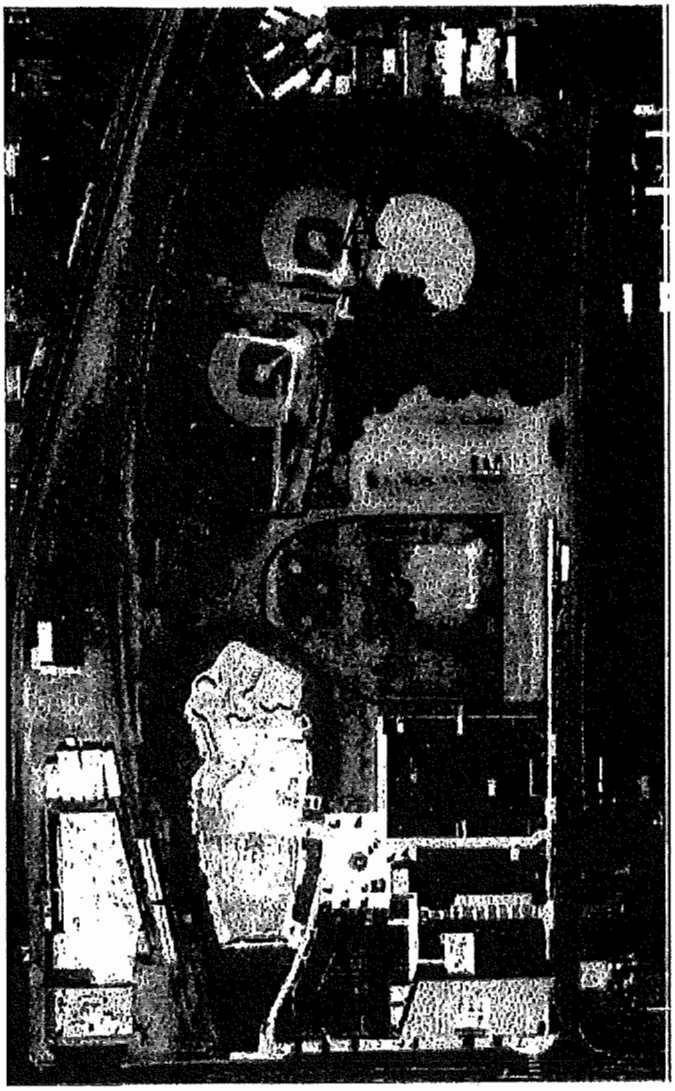


Exhibit C

TITLE VI ASSURANCES

During the performance of this LEASE, the TENANT, for itself, its assignees, and successors in interest agree as follows:

1. Compliance with Regulations: The TENANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the LANDLORD, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the ("REGULATIONS"), which are herein incorporated by reference and made a part of this LEASE.

2. Non-discrimination: The TENANT, with regard to the work performed during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-Consultants, including procurement of materials and leases of equipment. The TENANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the LEASE covers a program set forth in Appendix B of the REGULATIONS.

3. Solicitations for Sub-Consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the TENANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-Consultant or supplier shall be notified by the TENANT of the TENANT's obligations under this LEASE and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.

4. Information and Report: The TENANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by LANDLORD, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the TENANT shall so certify to the LANDLORD, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Non-compliance: In the event of the TENANT's non-compliance with the non-discrimination provisions of this LEASE, the LANDLORD shall impose such LEASE sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the TENANT under the LEASE until the TENANT complies, and/or;
   - Cancellation, termination, or suspension of the LEASE, in whole or in part.

6. Incorporation of Provisions: The TENANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases

of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The TENANT shall take such action with respect to any sub-Consultant or procurement as the LANDLORD, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

7. Provided, however, that in the event TENANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the TENANT may request the LANDLORD and the STATE enter into such litigation to protect the interests of the LANDLORD and the STATE and, in addition, the TENANT may request the United States enter into such litigation to protect the interests of the United States.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Dennis Flynn, Chief of Police
Date:	February 2, 2026
Proceeding Type:	Business
Subject:	RV / Trailer / Boat Storage - Possible Code Amendment
	BGMC 17.135.150

Legislative History:	
• February 2, 2026	Study Session
• February 2, 2026	Presentation/Motion or Direction

Staff Report Summary

The City Council will have reviewed BGMC 17.135.150, (RV / Trailer / Boat Storage), at the City Council Study Session, immediately preceding this council meeting and reviewed potential options for changes to the municipal code or to leave the code as written.

Background

BGMC 17.135.150, (RV / Trailer / Boat Storage), has been in existence for 25 years. In November 2023, Code Enforcement responded to a complaint for a RV parked in a residential driveway, which is not permissible by the code. This prompted the resident to point out numerous others who were also parking their RV in their driveways, asking that each violation be investigated.

On 07/29/25 BGPD Community Service Officers drove each city street, documenting 427 RV/Boat/Trailer violations at a total of 359 residential locations, (68 homes had multiple violations). This was further broken down that 326 of the 427 violations were for RV/boats/trailers parker in driveways, (75%), with the remaining 11 (24%), parked in the yards.

Direction was given to address the most egregious violations, (127 of them). As of 01/05/26, 127 warning notices were issued. Of the 127 warning notices issued, 65 complied and moved the

vehicles, 14 were non-compliant and fine notices were sent. The remaining 48 were scheduled for follow-up.

After hearing public testimony at the 01/05/26 City Council meeting, City Council issued a moratorium on enforcement, asking that the municipal code be reviewed.

The related codes for eight cities in the area, (Battle Ground, Ridfgefield, Camas, Vancouver, La Center, Woodland, Washougal, and Longview), were all reviewed and presented to City Council at their Study Session for possible action.

Fiscal and Policy Implications

No fiscal implication. Potential BGMC Code amendment

(RV / Trailer / Boat Storage BGMC 17.135.150)

Goals and Objectives Relevance

The goal of this is to review the current BGMC 17.135.150, (RV / Trailer / Boat Storage), and determine if the municipal code should remain as written or be modified. Several options will have been discussed at the City Council Study Session preceding this meeting.

Options

Option	***Results***
• *Option 1 - Leave current BGMC 17.135.150 as is with no changes*	BGPD CSO's will re-start enforcement on violators.
• *Option 2 – Allow one RV/boat/trailer to be parked in the driveway if no side access available or not possible due to topography, (Camas and Woodland model)*	This will allow one RV/boat/trailer to be parked in the driveway, only if certain conditions are met.
• *Option 3 – Allow one RV/boat/trailer to be parked in the driveway (Ridgefield and Vancouver model)*	This will allow one RV/boat/trailer to be parked in the driveway.
• *Option 4 – Front Yard parking allowed for RV/boat/trailer*	This will allow one RV/boat/trailer to be parked in the driveway.
• *Option 5 – Allow multiple RVs/boats/trailers to be parked in driveway and/or front yard*	This will allow multiple RVs/boats/trailers to be parked in the driveway.

Staff Recommendation

It is recommended that council select one of the proposed options and provide direction to staff.

Attachments

None

Legal Review

None done at this time.