BATTLE GROUND CITY COUNCIL AGENDA
MONDAY AUGUST 3, 2026

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

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

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

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

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

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

PLEDGE OF ALLEGIANCE

ROLL CALL

SUMMARY REPORTS AND PRESENTATIONS
Councilmember Reports
Mayor's Report
- BiG Heart Citizen Recognition Award: Liz Berrigan, Battle Ground Little League Concessions Volunteer

Presentations
- Clark County Commission on Aging Annual Report

MOTION TO APPROVE AGENDA

CITIZEN'S COMMUNICATIONS

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

A. City Council Regular Meeting Minutes of July 20, 2026
B. Claim Vouchers dated 07/17/2026 #100445-#100493 and Bank Drafts, in the amount of $970,492.41
C. Claim Vouchers dated 07/24/2026 #100494-#100549 and Bank Drafts, in the amount of $656,261.38
D. Payroll dated 07/24/2026, vouchers #29352-#29358 in the amount of $7,268.18 and direct deposits of $354,593.15 for a total payroll of $361,861.33
E. 2027-2029 Intergovernmental Cooperation Agreement with Clark County for Urban County Designation
F. Acceptance of Grant – Association of Washington Cities (AWC) Alternative Response Team Grant Program

BUSINESS

Resolution No. 26-04 Invocation at City Council Meetings: Presentation

Presented By*: Deputy City Manager Robert Ferrier*

Summary: *The City Council will be presented with a draft of Resolution 26-04 implementing invocations at City Council meetings and will provide direction to staff.*

Ordinance No. 2026-02 SW Eaton Boulevard Improvements - Right of Way (ROW) Final Action - Matoy: Presentation/Motion

Presented By*: Public Works Director Mark Herceg*

Summary: *The council will receive a presentation and consider adoption of Ordinance No. 2026-02 authorizing the City Manager to commence condemnation actions to acquire land, rights-of-way, and/or easements relating to the SW Eaton Boulevard Improvements Project. According to the tax rolls of Clark County, the ownership and tax parcel numbers of the property affected by this proposed final action for condemnation are as follows:*

Ownership: *Phillip Matoy and Celeste Matoy*

Tax Parcel Numbers: *192406000; 192363000*

Ordinance No. 2026-14 SW Eaton Boulevard Improvements - Right of Way (ROW) Final Action - Peru: Presentation/Motion

Presented By*: Public Works Director Mark Herceg*

Summary: *The council will receive a presentation and consider adoption of Ordinance No. 2026-14 authorizing the City Manager to commence condemnation actions to acquire land, rights-of-way, and/or easements relating to the SW Eaton Boulevard Improvements Project. According to the tax rolls of Clark County, the ownership and tax parcel numbers of the property affected by this proposed final action for condemnation are as follows:*

Ownership: *Shelley Peru and Rayna Peru*

Tax Parcel Numbers: *192385000; 192378000; 192366000*

Ordinance No. 2026-15 Lightcurve Franchise Agreement: Presentation/Motion

Presented By*: Public Works Director Mark Herceg*

Summary: *The council will receive a presentation and consider adoption of Ordinance No. 2026-15 approving a Franchise Agreement with Mashell Telecom, Inc., dba Lightcurve.*

Public Works Operations Center Expansion – Procurement Methods: Presentation

Presented By*: Public Works Director Mark Herceg*

Summary: *The council will receive a presentation from the city's consultant, Otak regarding procurement options for the future expansion of the Operations Center.*

ADMINISTRATIVE REPORTS

COUNCIL COMMUNICATIONS

ADJOURNMENT

NEXT MEETING DATE: Monday, August 17, 2026 – Study Session at 6:00 p.m. – Regular Meeting at 7:00 p.m.

Public Notices:

- Persons requiring special arrangements in order to participate in meetings should call the City Clerk's office at (360) 342 – 5008 at least two (2) business days prior to the scheduled meeting.
- The public is invited to view the full City Council packet on our website at www.cityofbg.org.
- 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

Battle Ground City Council Meeting Minutes
Monday, July 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 Ovderholser. The meeting was recorded via Zoom and live-streamed on YouTube.

The Pledge of Allegiance was recited.

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

COUNCIL:	Mayor Eric Overholser, Deputy Mayor Aimee Vaile, and Councilmembers Troy McCoy, Shane Bowman, Victoria Ferrer, and Jeanie Kuypers
ABSENT:	Councilmember Brian Munson
STAFF:	City Manager Kristina Swanson, Deputy City Manager Robert Ferrier, Finance and Information Services Director Meagan Lowery, City Engineer Ryan Jeynes, Community Development Director Kristin Lehto, Police Lieutenant Jason Perdue, Acting City Attorney Kirk Ehlis (via Zoom), and City Clerk Elizabeth Halili.

MOTION TO EXCUSE **7:01 p.m.**
MOTION: Councilmember McCoy moved to excuse Councilmember Munson from the meeting
SECOND: Councilmember Bowman
VOTE: Motion Carried 6-0
ABSENT: Councilmember Munson

SUMMARY REPORTS AND PRESENTATIONS **7:02 p.m.**
Councilmember Reports:

- *Councilmember Kuypers*
  - *Provided a report on the recent meeting held by the Governance Coordination Manual Committee.*
- *Mayor Overholser:*
  - *Provided a report regarding the Emergency Medical Services (EMS) District #2 Board meeting held on July 13, 2026.*
    The Council discussed the EMS District #2 meeting report. Mayor Overholser responded to questions from the Council.

- *Provided a report on the C-TRAN Board of Directors meeting held on July 14, 2026. Mayor Overholser noted that the C-TRAN Facility & System Tour will occur on August 11, 2026, and that Councilmembers are invited to attend. Council members were reminded to RVSP to the City Clerk should they plan to attend the tour.*

Mayor's Report:

- **Big Heart Citizen Recognition Award: Rego Athletic Scholarship Fund and Founder Kimberlee Roaden**
  Mayor Overholser presented the BiG Heart Citizen Recognition Award to the Rego Athletic Scholarship Fund and to Kimberlee Roaden in recognition of outstanding service to the youth of the City of Battle Ground. Founder Kimberlee Roaden accepted the award and provided a brief statement.

Presentations:

- **New Employee Introduction: Brittany Peterson, Battle Ground Municipal Court Clerk**
  Battle Ground Municipal Court Judge introduced Brittany Peterson to the Council and provided a brief Statement. Ms. Peterson provided a brief statement and was welcomed by the Council. Judge Wheeler announced the Battle Ground Community Court will hold a One-year Anniversary Celebration on Thursday, July 30, 2026, and invited the Council to attend.
- **Battle Ground Art Alliance Presentation**
  Battle Ground Art Alliance (BGAA) President JoyLynn Woodard provided a brief statement and introduced Randy Ahmann, BGAA Treasurer. Mr. Ahmann provided a brief presentation noting the Alliance would like to partner with the City of Battle Ground. Sonny Flink of the BGAA provided a brief statement.
  The Council discussed the presentation.
  Mr. Ahmann responded to questions from the Council.

MOTION TO APPROVE AGENDA **7:38 p.m.**

MOTION: Councilmember McCoy moved to approve the agenda as presented.
SECOND: Councilmember Ferrer
VOTE: Motion carried 6-0
ABSENT: Councilmember Munson

Mayor Overholser recessed the meeting at 7:39 p.m.
Mayor Overholser reconvened the meeting at 7:44 p.m.

CITIZEN'S COMMUNICATIONS **7:44 p.m.**

Mayor Overholser announced the duration of Citizen's Comments would be thirty (30) minutes and that each speaker's time would be three (3) minutes.

- *Judy Blevens provided public comment*
- *Teri Carroll provided public comment*
- *John Idsinga provided public comment*
- *Hollen Martin provided public comment*
- *Wynn Grcich provided public comment*
- *Nancy Tarr provided public comment*
- *April Hall provided public comment*
- *Jessica Cole provided public comment*
- *Simon provided public comment*

- *Betty Kirby provided public comment*

CONSENT AGENDA **8:14 p.m.**

A. City Council Study Session Minutes of June 15, 2026
B. City Council Regular Meeting Minutes of June 15, 2026
C. City Council Special Meeting Minutes of July 6, 2026
D. Claim Vouchers dated 06/12/2026 #100177-#100246 and Bank Drafts, in the amount of $1,101,466.16
E. Claim Vouchers dated 06/18/2026 #100247-#100291, in the amount of $983,273.68
F. Claim Vouchers dated 06/26/2026 #100292-#100325 and Bank Drafts, in the amount of $973,797.76
G. Claim Vouchers dated 07/02/2026 #100326-#100362, in the amount of $326,238.54
H. Claim Vouchers dated 07/10/2026 #100363-#100444 and Bank Drafts, in the amount of $1,050,301.94
I. Payroll dated 06/25/2026, vouchers #29332-#29342 in the amount of $8,222.52 and direct deposits of $344,700.55 for a total payroll of $352,923.07
J. Payroll dated 07/10/2026, vouchers #29343-#29351 in the amount of $7,636.66 and direct deposits of $361,143.23 for a total payroll of $368,779.89
K. NW 20th Avenue/NW9th Street – Local Agency Agreement Supplement
L. NW 20th Avenue/NW9th Street Intersection Improvements – Right of Way (ROW) Purchase Approval - Petersen
M. NW 20th Avenue/NW9th Street Intersection Improvements – Right of Way (ROW) Purchase Approval – Battle Ground Investment Group (BGIG)
N. NW 20th Avenue/NW9th Street Intersection Improvements – Right of Way (ROW) Purchase Approval – Kennedy
O. SW Eaton Boulevard Improvements – Right of Way (ROW) Purchase Approval - Mancia
P. SE Grace Avenue Phase 2 – Right of Way (ROW) Purchase Approval – Wong
Q. Resolution No. 26-05: Recreation and Conservation Office (RCO) Grant Authorization

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

BUSINESS **8:14 p.m.**

2026 Q2 Financial Review
Presented By: *Finance and Information Services Director Meagan Lowery*
Summary: *The City Council was presented with an overview of the city's 2026 second quarter financial performance report.*

Finance and Information Services Director Meagan Lowery provided a brief presentation.
The Council discussed the presentation and expressed appreciation to Director Lowery for her work for the City.
Director Lowery responded to questions from the Council.

Ordinance 2026-15 Lightcurve Franchise Agreement: Presentation
Presented By: *City Engineer Ryan Jeynes*
Summary: *The council received a presentation on a Franchise Agreement with Mashell Telecom, Inc., dba*

Lightcurve.

City Engineer Ryan Jeynes provided a brief presentation.
Lightcurve Chief Operations Officer Pao Lo made a brief statement

ADMINISTRATIVE REPORTS **8:26 p.m.**

- *City Manager Kris Swanson:*
  - *Announced the Battle Ground Community Court would hold a One-Year Anniversary Celebration on Thursday, July 30, 2026, and encouraged Council members to attend*
  - *Provided a brief report on the 2026 Event Center noting that one-time and long-term rentals and collected fees are up over those in 2025.*
  - *Provided a brief report regarding the city's wells noting that a hydrologist has been hired and a report should be available by year end 2026.*
  - *Stated the Council Retreat originally scheduled for July 31, 2026, is being rescheduled - date to be announced.*

COUNCIL COMMUNICATIONS **8:30 p.m.**

- *Mayor Overholser*
  - *Announced that the 2026 National Night Out Event will be held on Tuesday, August 4, 2026, from 6:00-8:00 pm at Chief Umtuch Middle School and encouraged the community to attend.*
  - *Issued a formal apology regarding a statement he made during the June 15, 2026, Council Meeting related to potential ethics violations including matters involving sexual harassment. He stated that he regretted his tone and offered a formal apology.*
  - *Requested additional information on the report detailing time and expenditures associated with proclamations, specifically asking how many public records request were submitted and the related staff time and cost during the reporting period.*
    City Manager Swanson responded to the Mayor.
    City Clerk Elizabeth Halili responded to the Mayor.
    Finance and Information Services Director Meagan Lowery responded to the Mayor.
  - *Thanked Battle Ground Festivals Association Board Members Councilmember Shane Bowman, John Idsinga, and Kendra Laratta for their work on the Battle Ground Harvest Days festival, noting it was a huge success.*

- *Councilmember McCoy*
  - *Commented on the number of Right of Way Agreements included on Consent Agenda and thanked staff for their work*
  - *Expressed appreciation to city staff and community volunteers for their support and efforts during the Harvest Days Festival.*
  - *Recognized the first-ever 5K event, noting that 144 participants registered.*

- *Councilmember Bowman*
  - *Thanked City staff for their work on the Harvest Days Festival and encouraged the public to volunteer for future events. He noted that those interested in volunteering may contact BattleGroundFestivals.com.*

EXECUTIVE SESSION **8:47 p.m.**

Mayor Overholser announced that pursuant to RCW 42.30.110(1)(g), the City Council would enter an

Executive Session to review the performance of a public employee. Mayor Overholser stated the Executive Session would last one (1) hour, commencing at 8:50 pm and ending at 9:50 pm with no action to follow.

Mayor Overholser recessed the Regular Meeting at 8:48 p.m.

The Council entered Executive Session at 8:50 p.m.

Mayor Overholser re-entered the Chambers at 9:50 p.m. and announced the Executive Session would be extended an additional thirty (30) minutes ending at 10:20 p.m.

Councilmember Ferrer left the Executive Session at 9:50 p.m.
Councilmember Ferrer rejoined the Executive Session at 9:52 p.m.

Mayor Overholser re-entered the Chambers at 10:18 p.m. and announced the Executive Session would be extended for an additional twenty (20) minutes ending at 10:40 p.m.

The Council reentered the Chambers at 10:40 p.m.
Mayor Overholser reconvened the Regular Meeting at 10:40 p.m.
No action was taken.

ADJOURNMENT
The regular meeting was adjourned at 10:40 p.m.

Next Meeting Date: Monday, August 3, 2026 – No Study Session - Regular meeting at 7:00 p.m.

Eric Overholser	Elizabeth Halili
Mayor	City Clerk

Date of approval by the City Council: August 3, 2026

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

- This institution is an equal opportunity provider and employer.
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- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

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DRAFT

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

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

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $970,492.41 ON THIS, THE 17TH DAY OF JULY, 2026.

	ACCTG DATE	AMOUNT	
100445-100493	07/13/2026	$ 717,735.54	REGULAR AP
BANK DRAFT	07/15/2026	$ 5,388.52	PAYROLL AP
BANK DRAFT	07/01/2026	$ 32,047.03	PAYROLL AP
BANK DRAFT	07/10/2026	$ 12,019.96	PAYROLL AP
BANK DRAFT	07/15/2026	$ 66,296.64	PAYROLL AP
BANK DRAFT	07/14/2026	$ 137,004.72	PAYROLL AP
		$ 970,492.41	



Battle Ground, WA

Check Register

Packet: APPKT05302 - R AP 07/13/2026

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	07/13/2026	Regular	0.00	1,877.71	100445
04004	ACE HARDWARE - BATTLE GROUND	07/13/2026	Regular	0.00	1,617.87	100446
04513	ALLEN, CALLIE	07/13/2026	Regular	0.00	500.00	100447
00144	ANDERSON, PHILIP	07/13/2026	Regular	0.00	648.59	100448
00295	BG PUBLIC SCHOOLS	07/13/2026	Regular	0.00	268,875.00	100449
00319	BOYD, GAFFNEY, SOWARDS & TREOS	07/13/2026	Regular	0.00	2,700.00	100450
00324	BRANDON C. CAMPBELL	07/13/2026	Regular	0.00	4,000.00	100451
00424	CERTIFIED LANGUAGES INTERNATIO	07/13/2026	Regular	0.00	295.80	100452
00428	CFM STRATEGIC COMMUNICATIONS	07/13/2026	Regular	0.00	4,680.00	100453
04514	CHURCH OF CHRIST	07/13/2026	Regular	0.00	750.00	100454
00868	CLARK COUNTY FIRE DISTRICT 3	07/13/2026	Regular	0.00	3,359.76	100455
00868	CLARK COUNTY FIRE DISTRICT 3	07/13/2026	Regular	0.00	40,080.28	100456
00515	CLARK PUBLIC UTILITIES	07/13/2026	Regular	0.00	166,159.55	100457
01497	CONSOR NORTH AMERICA INC	07/13/2026	Regular	0.00	2,689.68	100458
02557	CORE & MAIN LP	07/13/2026	Regular	0.00	295.84	100459
02859	CORTES, ADRIAN	07/13/2026	Regular	0.00	525.00	100460
03740	COURTNEY RAE MENDOZA	07/13/2026	Regular	0.00	300.00	100461
00646	DATABAR	07/13/2026	Regular	0.00	5,223.35	100462
03262	DOWL, LLC	07/13/2026	Regular	0.00	7,003.25	100463
00778	ECOLOGICAL LAND SERVICES, INC	07/13/2026	Regular	0.00	1,419.05	100464
00963	GOODYEAR TIRE SYSTEMS	07/13/2026	Regular	0.00	1,242.27	100465
04233	HOCKINSON SCHOOL DISTRICT	07/13/2026	Regular	0.00	7,737.00	100466
01146	INDUSTRIAL SYSTEMS INC	07/13/2026	Regular	0.00	3,773.68	100467
04078	JENSEN, KELLY	07/13/2026	Regular	0.00	184.15	100468
02689	LOWERY, MEAGAN	07/13/2026	Regular	0.00	362.00	100469
02988	MARTA L. OCHOA-RUTHERFORD	07/13/2026	Regular	0.00	260.00	100470
01447	METROWATCH	07/13/2026	Regular	0.00	775.72	100471
01491	MUELLER CO., LLC	07/13/2026	Regular	0.00	136.13	100472
01728	PBS ENGINEERING & ENVIRONMENT	07/13/2026	Regular	0.00	258.75	100473
04515	PINA, SANDRA	07/13/2026	Regular	0.00	750.00	100474
04274	POINT MONITOR CORPORATION	07/13/2026	Regular	0.00	2,352.24	100475
01781	POLLARD WATER	07/13/2026	Regular	0.00	230.92	100476
01832	PUBLIC SAFETY TESTING INC	07/13/2026	Regular	0.00	437.00	100477
01856	R&W ENGINEERING	07/13/2026	Regular	0.00	1,584.50	100478
01907	RICOH USA INC	07/13/2026	Regular	0.00	246.11	100479
04422	ROBERTSON FICK ENGINEERING, PC	07/13/2026	Regular	0.00	6,720.00	100480
04295	RODDA-MILLER PAINT	07/13/2026	Regular	0.00	161.70	100481
03356	RYAN M BUSBY	07/13/2026	Regular	0.00	11,500.00	100482
02034	SKAMANIA COUNTY SHERIFF'S OFFIC	07/13/2026	Regular	0.00	2,416.20	100483
02043	SMARSH	07/13/2026	Regular	0.00	11.42	100484
02097	STATE OF WASHINGTON	07/13/2026	Regular	0.00	1,049.00	100485
02098	STATE OF WASHINGTON	07/13/2026	Regular	0.00	5,479.88	100486
04005	SWANSON, KRIS	07/13/2026	Regular	0.00	211.00	100487
02585	TAPANI INC	07/13/2026	Regular	0.00	130.00	100488
04210	TOTAL MECHANICAL INC	07/13/2026	Regular	0.00	10,787.00	100489
03170	TRANSPO GROUP USA, INC	07/13/2026	Regular	0.00	11,063.16	100490
02282	TYLER TECHNOLOGIES, INC	07/13/2026	Regular	0.00	132,296.36	100491
04154	VANCOUVER DEFENDERS	07/13/2026	Regular	0.00	500.00	100492

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
02397	WALTER E. NELSON COMPANY	07/13/2026	Regular	0.00	2,078.62	100493

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	68	49	0.00	717,735.54
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	68	**49**	**0.00**	**717,735.54**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	717,735.54
			717,735.54

Battle Ground, WA

Check Register

Packet: APPKT05290 - PRAP071026

By Check Number

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

Bank Code POOLED CASH Summary

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

Fund Summary

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

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

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

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $656,261.38 ON THIS, THE 24TH DAY OF JULY, 2026.

	ACCTG DATE	AMOUNT	
100494-100496	07/24/2026	$ 13,722.93	PAYROLL AP
100497-100548	07/20/2026	$ 349,411.44	REGULAR AP
BANK DRAFT	07/24/2026	$ 192,965.07	PAYROLL AP
100549	07/22/2026	$ 9,560.43	UTILITY AP
BANK DRAFT	07/22/2026	$ 90,601.51	PCARD PAYMENT
		$ 656,261.38	

Battle Ground, WA

Check Register

Packet: APPKT05311 - PRAP072426

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03912	GORDON, AYLWORTH, & TAMI, P.C.	07/24/2026	Regular	0.00	547.54	100494
01368	LIFE INSURANCE CO. OF NORTH AM	07/24/2026	Regular	0.00	1,728.86	100495
03434	MISSIONSQUARE	07/24/2026	Regular	0.00	11,446.53	100496
00667	DEFERRED COMPENSATION	07/24/2026	Bank Draft	0.00	3,539.03	DFT0003105
00702	DEPT OF RETIREMENT SYSTEMS	07/24/2026	Bank Draft	0.00	56,568.15	DFT0003106
02559	INTERNAL REVENUE SERVICE- FED T	07/24/2026	Bank Draft	0.00	123,697.20	DFT0003107
01528	NAVIA BENEFIT SOLUTIONS	07/24/2026	Bank Draft	0.00	1,451.64	DFT0003108
03461	WEALTH CARE SAVER	07/24/2026	Bank Draft	0.00	7,709.05	DFT0003109

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	8	3	0.00	13,722.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	21	5	0.00	192,965.07
EFT's	0	0	0.00	0.00
	29	**8**	**0.00**	**206,688.00**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	206,688.00
			206,688.00



Battle Ground, WA

Check Register

Packet: APPKT05329 - US BANK 06/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
02286	U.S. BANK ONECARD	07/22/2026	Bank Draft	0.00	90,601.51	DFT0003110

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	308	1	0.00	90,601.51
EFT's	0	0	0.00	0.00
	308	**1**	**0.00**	**90,601.51**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	90,601.51
			90,601.51

Battle Ground, WA

Refund Check Register

Refund Check Detail

UBPKT11138 - 7/22/26 manual refund

Account	Name	Date	Check #	Amount	Code	Receipt	Amount	Type
39-051170-005	Hoffman, Jennifer	7/22/2026	100549	9,560.43			9560.43	Deposit
Total Refunds: 1			**Total Refunded Amount:**	9,560.43				

Revenue Code Summary

Revenue Code	Amount
996 - UNAPPLIED CREDITS	9560.43
Revenue Total:	9560.43

General Ledger Distribution

Posting Date: 07/22/2026

	Account Number	Account Name	Posting Amount	IFT
Fund: 410 - WATER				
	410-0000-111-10-99	POOLED CASH	-9,560.43	Yes
	410-0000-122-30-00	ACCOUNTS RECEIVABLE UNAPPLIED	9,560.43	
		410 Total:	0.00	
Fund: 999 - POOLED CASH				
	999-0000-111-11-00	CASH IN BANK	-9,560.43	
	999-0000-292-20-99	DUE TO OTHER FUNDS	9,560.43	Yes
		999 Total:	0.00	
		Distribution Total:	0.00	



Battle Ground, WA

Check Register

Packet: APPKT05324 - R AP 07/20/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
04517	BATTLE GROUND INVESTMENT GRO	07/20/2026	Regular	0.00	2,100.00	100497
04205	BLAKE A IVERSON	07/20/2026	Regular	0.00	300.00	100498
03133	BRAD PIESCH AGGRESSIVE ENTERPR	07/20/2026	Regular	0.00	95.00	100499
04198	CAR TOYS, INC	07/20/2026	Regular	0.00	15,816.37	100500
00473	CITY OF LA CENTER	07/20/2026	Regular	0.00	583.78	100501
00476	CITY OF RIDGEFIELD	07/20/2026	Regular	0.00	3,269.45	100502
00869	CLARK COUNTY FIRE DISTRICT 5	07/20/2026	Regular	0.00	1,392.72	100503
00512	CLARK COUNTY TREASURER	07/20/2026	Regular	0.00	3,707.67	100504
00512	CLARK COUNTY TREASURER	07/20/2026	Regular	0.00	192.42	100505
01497	CONSOR NORTH AMERICA INC	07/20/2026	Regular	0.00	8,463.09	100506
04149	CONVERGE TECHNOLOGY SOLUTION	07/20/2026	Regular	0.00	2,643.75	100507
00646	DATABAR	07/20/2026	Regular	0.00	2,047.65	100508
00693	DEPT OF LICENSING	07/20/2026	Regular	0.00	588.00	100509
03719	DOOLITTLE CONSTRUCTION LLC	07/20/2026	Regular	0.00	26,694.08	100510
04159	ECHO ELECTRIC, LLC	07/20/2026	Regular	0.00	2,814.65	100511
04327	FORTUNE CASINO LA CENTER	07/20/2026	Regular	0.00	50.00	100512
00978	GREGORY S. CHENEY, PLLC	07/20/2026	Regular	0.00	7,300.00	100513
00991	H & H WOOD RECYCLERS INC.	07/20/2026	Regular	0.00	17,200.69	100514
04520	HALEY, TABETHA	07/20/2026	Regular	0.00	1,000.00	100515
01003	HALME EXCAVATING	07/20/2026	Regular	0.00	6,316.80	100516
01019	HARPER HOUF PETERSON RIGHELLIS	07/20/2026	Regular	0.00	6,340.00	100517
01036	HELENA GREEN	07/20/2026	Regular	0.00	150.00	100518
01109	HUMANE SOCIETY FOR SW WASHIN	07/20/2026	Regular	0.00	22,315.00	100519
02822	KENNEDY, DEAN EVA	07/20/2026	Regular	0.00	1,700.00	100520
04236	LUMIFI CYBER INC	07/20/2026	Regular	0.00	30,851.28	100521
02988	MARTA L. OCHOA-RUTHERFORD	07/20/2026	Regular	0.00	130.00	100522
02716	MENKE JACKSON BEYER, LLP	07/20/2026	Regular	0.00	19,245.40	100523
01447	METROWATCH	07/20/2026	Regular	0.00	727.24	100524
01627	OFFICE OF STATE TREASURER	07/20/2026	Regular	0.00	9,982.72	100525
04249	OVERHOLSER, ERIC	07/20/2026	Regular	0.00	120.87	100526
01673	OWEN EQUIPMENT COMPANY	07/20/2026	Regular	0.00	4,821.45	100527
01728	PBS ENGINEERING & ENVIRONMENT	07/20/2026	Regular	0.00	35,566.53	100528
04508	PETERSEN, PETER P.	07/20/2026	Regular	0.00	2,300.00	100529
04522	PHAMUONG, ANGELES	07/20/2026	Regular	0.00	750.00	100530
03248	PRECISION CONCRETE CUTTING INC	07/20/2026	Regular	0.00	1,820.45	100531
01810	PRO CALIBER MOTORSPORTS	07/20/2026	Regular	0.00	16,829.07	100532
01907	RICOH USA INC	07/20/2026	Regular	0.00	36.35	100533
03843	ROSAUERS	07/20/2026	Regular	0.00	50.00	100534
04518	ROTSCHY, BASIL	07/20/2026	Regular	0.00	35.00	100535
02090	STAN'S BODY SHOP, INC	07/20/2026	Regular	0.00	1,000.00	100536
02096	STATE AUDITOR'S OFFICE	07/20/2026	Regular	0.00	12,727.24	100537
02585	TAPANI INC	07/20/2026	Regular	0.00	380.00	100538
04475	TEPEDINO, KELLY	07/20/2026	Regular	0.00	215.00	100539
02255	TRAFFIC SAFETY SUPPLY CO	07/20/2026	Regular	0.00	1,297.21	100540
02294	UNIFIRST CORPORATION	07/20/2026	Regular	0.00	357.84	100541
02313	US DEPARTMENT OF AGRICULTURE	07/20/2026	Regular	0.00	1,544.65	100542
02319	VAN CLEAVE & ASSOCIATES, LLC	07/20/2026	Regular	0.00	653.40	100543
03951	VERTEX CONTRACTING LLC	07/20/2026	Regular	0.00	2,445.24	100544
04519	VIQ SOLUTIONS, INC	07/20/2026	Regular	0.00	27.28	100545
02397	WALTER E. NELSON COMPANY	07/20/2026	Regular	0.00	141.97	100546
04516	WASHINGTON CRANE & HOIST LLC	07/20/2026	Regular	0.00	1,274.13	100547

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
04507	WONG, DAVID G.S.	07/20/2026	Regular	0.00	71,000.00	100548

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	65	52	0.00	349,411.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	65	**52**	**0.00**	**349,411.44**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	7/2026	349,411.44
			349,411.44

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kris Swanson, City Manager
Date:	August 3, 2026
Proceeding Type:	Consent
Subject:	2027-29 Intergovernmental Cooperation Agreement with Clark County for Urban County Designation

Legislative History:	
• Consent	August 3, 2026

Staff Report Summary

Consider and approve the Intergovernmental Cooperation Agreement by and between the City of Battle Ground (City) and Clark County (County) for 2027-29 for Community Development Block Grant and Home Investment Partnerships Programs.

Background

Pursuant to RCW 39.34.010, local governmental units, such as the County and City, as well as other municipal units, may cooperate amongst themselves on matters of mutual advantage and in a manner which takes geographic, economic, population and other factors into consideration that can affect the needs of local communities.

Since 2014, the City and the County, as well as the other cities in Clark County, including the Cities of Camas, La Center, Ridgefield, Washougal, Woodland, and the Town of Yacolt (collectively, the Cities), have been parties to an intergovernmental cooperation agreement affecting joint participation in certain federal programs administered by the U.S. Department of Housing and Urban Development (HUD) here in Clark County, such as the Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME). In continuation of that relationship, the parties propose to enter into a new intergovernmental cooperation agreement for the 2027-29 period (see Attachment A).

HUD funding has long been used across Clark County to fund a variety of projects that serve the interest of the public, including capital improvements, community facilities, and housing activities. Under the proposed agreement, the parties agree to continue to cooperate and undertake community renewal and lower income housing activities in a manner and upon terms consistent with

the agreement and HUD regulations. The County, as applicant and grantee, shall continue to assume responsibility for administration of CDBG and HOME activities, with projects to be implemented and funds expended in accordance with subgrant agreements between the County and the Cities.

The agreement will have a three-year term covering 2027, 2028, and 2029, and shall automatically renew for successive one-year periods thereafter covering 2030, 2031, and 2032, unless the County or City provides written notice informing the other party it elects not to participate in qualification periods beyond the initial three-year term.

Staff Recommendation

Consider and approve the Intergovernmental Cooperation Agreement by and between the City of Battle Ground (City) and Clark County (County) for 2027-29 for Community Development Block Grant and Home Investment Partnerships Programs.

Legal Review

N/A

Attachment A – Intergovernmental Cooperation Agreement for 2027-29

Docusign Envelope ID: 773B2BF7-5303-8215-83F4-A6FD4BBA873C

#2026-HUD-CITIES

INTERGOVERNMENTAL COOPERATION AGREEMENT
between CLARK COUNTY and the CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD, WASHOUGAL, WOODLAND, and TOWN OF YACOLT

2027-2029 THREE-YEAR URBAN COUNTY QUALIFICATION and SUCCEEDING THREE-YEAR QUALIFICATION PERIOD for COMMUNITY DEVELOPMENT BLOCK GRANT and HOME INVESTMENT PARTNERSHIPS PROGRAMS

THIS COOPERATION AGREEMENT (hereinafter referred to as "Agreement") is entered into between Clark County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as "CITIES"), that are each a municipal corporation of the State of Washington within Clark County, for the cooperation of units of local government under the authority of RCW 39.34. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

A. WHEREAS, the United States Congress has enacted the Housing and Community Development Act of 1974 (Act), as amended; and

B. WHEREAS, Congress has found and declared that the nation's cities, towns, and urban communities face critical social economic and environmental problems; and

C. WHEREAS, Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and

D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income; and

E. WHEREAS, consistent with this primary objective, the federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:

1. The elimination of slums, blight and the prevention of blighting influences, and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income.

2. The elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities.

3. The conservation and expansion of the nation's housing stock to provide a decent home and a suitable living environment for all persons, but principally those of low- and moderate-income.

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4. The expansion and improvement of the quantity and quality of community services, principally for persons of low- and moderate-income, which are essential for sound community development and the development of viable urban communities.

5. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers.

6. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial de-concentration of housing opportunities for persons of lower income, and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of high income.

7. The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons.

8. The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base.

9. The conservation of the nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources.

F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its CITIES; and

G. WHEREAS, Title I of said Act provides that urban counties may, under some circumstances, receive entitlement for community development funds; and

H. WHEREAS, one of the criteria for Urban County eligibility is a county population of at least 200,000; and

I. WHEREAS, the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Yacolt desire to participate in the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME); and

J. WHEREAS, this Agreement shall be authorized by the COUNTY and CITIES governing body and executed by the chief executive officer; and

K. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has specified the minimum provisions which must be included within any intergovernmental cooperation agreement into which local governments enter to qualify for Urban County eligibility.

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows.

L. The COUNTY and the CITIES agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.

M. The CITIES authorize the inclusion of their populations for purposes of the Act to qualify the COUNTY as an Urban County and Participating Jurisdiction for Community Development Block

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Grant and HOME Investment Partnerships Program funds from HUD.

N. The COUNTY, as the applicant and grantee, assumes full responsibility, including final approval of the annual program, and also assumes all obligations of an applicant as specified in the Housing and Community Development Act of 1974, the amendments thereto, the National Affordable Housing Act of 1990, the amendments thereto, and the regulations thereunder, for Community Development Block Grant and HOME Investment Partnership (HOME) activities for Fiscal Year appropriations and program income generated from the expenditure of such funds. Projects may also be implemented, and funds expended in accordance with subgrant agreements between the COUNTY and the CITIES signatory to this Agreement.

O. The COUNTY, as the Grantee, shall not fund activities in or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.

P. Pursuant to 24 CFR §570.501(b), the CITIES shall be subject to the same requirements applicable to subrecipients including the requirement of a written agreement as set forth in 24 CFR §570.503.

Q. The COUNTY and CITIES agree that CDBG and HOME grants will be conducted and administered to take all action necessary to assure compliance with:

1. Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended.

2. Section 104(d) of Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR Part 42.

3. Section 109 of Title I of the Housing and Community Development Act of 197 4, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, and Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146.

4. Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35.

5. Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1.

6. Title VIII of the Civil Rights Act of 1968, also known as the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing per 24 CFR § 91.225(a) and Affirmatively Furthering Fair Housing Definitions and Certifications (86 FR 30779, June 10, 2021), to be codified at 24 CFR 5.151 and 5.152.

7. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the implementing regulations at 49 CFR Part 24.

8. Section 3 of the Housing and Urban Development Act of 1968.

9. Any other applicable laws and regulations.

R. The COUNTY and CITIES agree that, in the event a city undertakes any activity with urban county CDBG or HOME funds which generates program income as defined by the CDBG and HOME regulations, such program income must be paid to the COUNTY.

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S. The COUNTY is responsible for monitoring and reporting to HUD all such program income and the use thereof; therefore, CITIES shall be required to perform appropriate record keeping and reporting as shall be necessary for the COUNTY to perform its required monitoring and reporting function.

T. The COUNTY and CITIES agree that if real property is acquired or improved, in whole or in part, with CDBG or HOME funds, the following standards shall apply:

1. The CITY shall provide timely notification to COUNTY of any modification or change in the use of such real property at the time of acquisition or improvement, including disposition.

2. In the event the property acquired or improved, in whole or in part, with CDBG funds is sold or transferred for a use which does not qualify as an eligible activity under the CDBG regulations, CITY shall reimburse the COUNTY program in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-CDBG funds.

3. Program income generated from the disposition or transfer of property prior to the closeout of a CITY's project activities, the change of status of a CITY, or termination of this Cooperation Agreement between COUNTY and CITY shall be subject to the requirements of Section R of this Agreement.

U. For the purposes of developing program plans, a Policy Board is hereby established which shall guide in the development of policies and make recommendations to the COUNTY. Such recommendations shall be based upon established criteria for selection of eligible CDBG and HOME activities within the urban county. COUNTY shall receive and act upon the recommendations of said Policy Board, but in no event shall the COUNTY waive or delegate its legal responsibilities as grantee.

V. The Policy Board shall submit to the COUNTY recommendations for projects and priorities consistent with the objectives of the Housing and Community Development Act of 1974 and National Affordable Housing Act of 1990, as amended and the Consolidated Plan.

W. The CITY agrees not to apply for grants under the Small Cities or Washington State CDBG or HOME Programs from appropriations for fiscal years during the period in which it is participating in the urban county CDBG and HOME program covered by this Agreement.

X. The CITY agrees not to sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-federal consideration, but must use such funds for activities eligible under Title I of the Act.

Y. The CITY agrees not to participate in a HOME consortium except through the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation.

Z. The CITY as a cooperating unit of general local government has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

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2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

AA. This Agreement shall remain in effect for the three-year program period of Federal Fiscal Years 2027, 2028, and 2029, and until CDBG funds, HOME funds, and program income received during the three-year program period are expended and the funded activities completed. Neither the COUNTY nor CITIES may terminate, withdraw, or be removed from the program during the three-year program period.

BB. This Agreement shall automatically renew for participation for one successive three-year Urban County qualification period of 2030, 20231, and 2032, unless the COUNTY or the CITY provides written notice to the other party it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified on the HUD.gov Urban County website. The COUNTY shall notify CITIES in writing of the CITIES right to make this election.

CC. The COUNTY and CITIES agree to adopt amendment(s) to this Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s), when applicable. Failure by the COUNTY or CITIES to adopt any such amendment, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the Agreement for such qualification period.

DD. The signatory to this Agreement shall remain full participants in the Urban County programs for the life of this Agreement and be bound by its requirements.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this 2 day of July, 2026.

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CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal, and publicly assisted housing.

CLARK COUNTY

Approved as to form:

Rebekah Ward-Palmerton
Signature

Senior Deputy Procesecuting Attorney
Title

06/29/26
Date

Signature of authorized official:

Kathleen Otto
Signature

County Manager
Title

07/02/26
Date

CITY OF BATTLEGROUND

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF CAMAS

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

Docusign Envelope ID: 773B2BF7-5303-8215-83F4-A6FD4BBA873C

CITY OF LA CENTER

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF RIDGEFIELD

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

CITY OF WASHOUGAL

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

Docusign Envelope ID: 773B2BF7-5303-8215-83F4-A6FD4BBA873C

CITY OF WOODLAND

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

TOWN OF YACOLT

Approved as to form:

Signature

Title

Date

Signature of authorized official:

Signature

Title

Date

Certificate Of Completion

Envelope Id: 773B2BF7-5303-8215-83F4-A6FD4BBA873C
Status: Completed
Subject: Complete with Docusign: HUD Urban County Qualification Intergovernmental Agreement 2027-2029
Source Envelope:
Document Pages: 8
Signatures: 2
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Jack Brady
1300 Franklin St
Vancouver, WA 98660
Jack.Brady@clark.wa.gov
IP Address: 64.4.184.5

Record Tracking

Status: Original
6/23/2026 3:46:50 PM
Holder: Jack Brady
Jack.Brady@clark.wa.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Rebekah Ward-Palmerton Rebekah.Ward-Palmerton@clark.wa.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.35	Sent: 6/23/2026 4:38:52 PM Resent: 6/26/2026 9:14:24 AM Resent: 6/29/2026 12:34:19 PM Viewed: 6/29/2026 1:06:05 PM Signed: 6/29/2026 1:06:39 PM
Electronic Record and Signature Disclosure: Accepted: 6/29/2026 1:06:05 PM ID: 43b140b2-9a6d-486d-87bc-21b1c2942b22		
Kathleen Otto Kathleen.Otto@clark.wa.gov County Manager Clark County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.4.181.42	Sent: 6/29/2026 1:06:40 PM Viewed: 7/2/2026 3:37:10 PM Signed: 7/2/2026 3:53:57 PM
Electronic Record and Signature Disclosure: Accepted: 7/2/2026 3:37:10 PM ID: 6b0d2140-1369-4c62-9c7a-b25a084f20c7		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Rebecca Royce Rebecca.Royce@clark.wa.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/29/2026 1:06:41 PM
Electronic Record and Signature Disclosure: Accepted: 7/23/2020 4:20:03 PM ID: c6ddaa30-ffba-446a-bdb0-5ac6647941c8		

Carbon Copy Events	Status	Timestamp
Nooreen Ebrahim Nooreen.Ebrahim@clark.wa.gov Clark County, WA Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 7/2/2026 3:53:58 PM Viewed: 7/2/2026 4:04:50 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2026 4:38:52 PM
Certified Delivered	Security Checked	7/2/2026 3:37:10 PM
Signing Complete	Security Checked	7/2/2026 3:53:57 PM
Completed	Security Checked	7/2/2026 3:53:58 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Clark County, WA (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the â€˜I agreeâ€™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign â€˜Withdraw Consentâ€™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Clark County, WA:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: loann.vuu@clark.wa.gov

To advise Clark County, WA of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at loann.vuu@clark.wa.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Clark County, WA

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Clark County, WA

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to loann.vuu@clark.wa.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	WindowsÂ® 2000, WindowsÂ® XP, Windows VistaÂ®; Mac OSÂ® X
Browsers:	Final release versions of Internet ExplorerÂ® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safariâ„¢ 3.0 or above (Mac only)
PDF Reader:	AcrobatÂ® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the â€˜I agreeâ€™ button below.
By checking the â€˜I agreeâ€™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Clark County, WA as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Clark County, WA during the course of my relationship with you.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
From:	Meagan Lowery, Finance and Information Services Director
Date:	August 3, 2026
Proceeding Type:	Consent
Subject:	Acceptance of Grant – Alternative Response Team Grant Program

Legislative History:	
• August 3, 2026	Consent Calendar

Staff Report Summary

The City Council is asked to consider and approve the acceptance of an Association of Washington Cities grant awarded to the City of Battle Ground under the Alternative Response Team Program in the amount of $110,820 and enter a subsequent sub-recipient grant with Fire District 3.

Background

The Association of Washington Cities (AWC), using funds allocated from the Washington State Legislature and the Washington State Health Care Authority, manages the Alternative Response Team Grant (ARTG) program, which provides funding to cities to create and support programs that can help communities respond to crisis using alternative methods. This is the third year of this program for our local Fire District.

The City of Battle Ground, in partnership with Fire District 3 (FD3) and Clark-Cowlitz Fire Rescue (CCFR) applied for funding through ARTG to continue the program for the period of July 1, 2026 through June 30, 2027. The program addresses the social, behavioral, medical, and environmental needs of those who may experience mental health and substance abuse difficulties, or mental crisis following a 9-1-1 call, or who requires some other referral pathway as appropriate to local hospitals, law enforcement, and local fire districts. ARTG funding would be used by FD3 to fund their social worker who can better assist community members in need and support the growing mental health needs of the district, which includes Battle Ground and surrounding communities.

Fiscal and Policy Implications

ARTG funding will pay for FD3's operational costs associated with their social worker, $110,820. City staff time administrating the grant is minimal and can be absorbed in the City's regular budget.

Options

Option	*Results*
• *Accept the ART Grant from AWC and authorize the City Manager to enter into an agreement with FD3 regarding the use of the ART funds.*	The City will accept the ART grant.
• *Do not authorize or take no action.*	The City will not accept the ART grant.

Staff Recommendation

Staff recommends the City Council accept the ART grant from AWC in the amount of $110,820

Attachments

A.	ART Grant Agreement

Association of Washington Cities
Grant ("Grant") with

City of Battle Ground
through

The Alternative Response Team Grant.
A program funded through the Washington State Operating Budget

For

Jurisdiction name	City of Battle Ground
Program description	Support of the CARES program in partnership with local fire districts

Start date: July 1, 2026

End date: June 30, 2027

Grant Number: ART26-04

Association of Washington Cities (AWC)

Alternative Response Team Grant (ARTG)

Senate Bill 5167, Section 214.35(c)(i) went into effect on July 1, 2025. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Battle Ground will meet the goals of these funds.

<table>
<tr><td colspan="2">1. Grantee
City of Battle Ground
109 SW 1st Street
Battle Ground, WA 98604</td><td colspan="2">2. Grantee doing business as (optional)</td></tr>
<tr><td colspan="2">3. Grantee representative
Kris Swanson
City Manager
(360) 342-5000
kris.swanson@cityofbg.org</td><td colspan="2">4. AWC representative
Kirsten Peterson
Project Coordinator
(360) 742-6629
kirstenp@awcnet.org
1076 Franklin Street SE
Olympia, WA
98501</td></tr>
<tr><td>5. Grant amount
$110,820</td><td>6. Start date
July 1, 2026</td><td>7. End date
June 30, 2027</td><td>8. Tax ID #
91-6007035</td></tr>
<tr><td colspan="4">9. Grant purpose
Establish an alternative response team program as described in Attachment A.</td></tr>
<tr><td colspan="4">AWC and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee General Terms and Conditions including Attachment “A” – Scope of Work; Attachment “B” – Budget & Budget Narrative; Attachment “C” – Grantee Data Collection; Attachment (D) – Grantee Agent(s).</td></tr>
<tr><td colspan="2">For grantee

_____
Kris Swanson, City Manager

Date: _____</td><td colspan="2">For Association of Washington Cities

_____
Deanna Dawson, CEO

Date: _____</td></tr>
</table>

Last revision 07/06/2026

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the Grant contact person for all communications and billings regarding the performance of this Grant.

The Representative for AWC and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. TERM

The initial term of the Contract shall be July 1, 2026, and continue through June 30, 2027, unless terminated sooner as provided herein. The term of the contract may be extended by an amendment signed by both parties.

3. PAYMENT

AWC shall pay to Grantee an amount not to exceed $110,820 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. BILLING PROCEDURES AND PAYMENT

AWC will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Grantee will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART26-04**. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

AWC may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by AWC.

Duplication of billed costs

The Grantee shall not bill AWC for services performed under this Grant, and AWC shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Grantees.

Final reimbursement and reporting deadline

When the project is completed, the Grantee must submit a final report and supporting documents needed to close out the project no later than July 31, 2027.

AWC shall withhold 10 percent (10%) from each payment until the final reporting from the Grantee has been submitted, verified and accepted by AWC.

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Grantee to AWC within thirty (30) calendar days after the Contract expiration date. AWC is under no obligation to pay any claims that are submitted 31 or more calendar days after the Contract expiration date ("Belated Claims"). AWC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS

Grantee will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing invoices.

6. AGENT(S)

Agent(s) in this Contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this Contract. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this Contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 7 of this Contract.

7. INSURANCE

a. **Workers' compensation coverage.** The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:

   i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;

   ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "i" above, and/or;

   iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

   Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in i), ii), and iii) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

   If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, or to obtain coverage for such employees, the Grantee will indemnify AWC for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed to AWC by the Grantee pursuant to the indemnity may be deducted from any payments owed by AWC to the Grantee for the performance of this Grant.

b. **Automobile insurance.** In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:

   $1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. **Business automobile insurance.** In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Symbol 2 “owned autos only” must be secured. If the Grantee’s employees’ vehicles are used, the Grantee must also include under the Business Automobile policy Symbol 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. **Public liability insurance (General liability).** The Grantee shall at all times during the term of this Grant, at its sole cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each occurrence	$1,000,000
Products-completed operations limit	$2,000,000
Personal and advertising injury limit	$1,000,000
Fire damage limit (any one fire)	$ 50,000

e. **Local governments that participate in a self-insurance program.** Alternatively, Grantee may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements set forth above or as is customary to the contractor or Grantee’s business, operations/industry, and the performance of its respective obligations under this Grant.

f. **Additional insured.** The Association of Washington Cities shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor’s reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

g. **Proof of insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Grantee’s receipt of Authorization to Proceed.

h. General insurance requirements. Grantee shall, at all times during the term of the Grant and at its sole cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Grant at AWC’s option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee’s liability under the indemnities and reimbursements granted to AWC in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

8. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A – ARTG Application & Scope of Work
- Attachment B – Budget & Budget Narrative
- Attachment C – Grantee Reporting Requirements
- Attachment D – Grantee Agent(s)

GRANTEE GENERAL TERMS AND CONDITIONS

1. **Access to data.** In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.

2. **Alterations and amendments.** This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Grant, the Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of AWC.

5. **Assurances.** AWC and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.

6. **Attorney's fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

7. **Budget revisions.** Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B – Budget & Budget Narrative, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Grantee will use the funding change request form provided by AWC to request these budget revisions.

8. **Certification regarding wage violations.** The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

   The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.

9. **Change in status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify AWC of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.

10. **Rights in data/ownership.** Grantee agree that all data and work products (collectively "Work Product") produced pursuant to the Scope of Work of this Contract will be considered a work for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and will be owned by Washington State Health Care Authority ("HCA"). Grantee is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes,

techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work for hire under applicable law, Grantee assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Grantee will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of HCA. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Agreement, but that does not originate therefrom (“Preexisting Material”), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.

Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

11. **Covenant against contingent fees.** The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

12. **Disputes.** In the event that a dispute arises under this Grant, the parties will negotiate in good faith and use their best efforts to amicably resolve any dispute before resorting to litigation.

13. **Duplicate payment.** AWC shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

14. **Entire agreement.** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

15. **Ethical conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

16. **Governing law and venue.** This Grant shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

17. **Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Grant except for injuries and damages caused by the sole negligence of AWC. “Claim” as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, ”claims” shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Grantee’s obligation to indemnify, defend and hold harmless includes any claim by Grantee’s agents, employees, representatives, or any subcontractor or its employees.

    Grantee expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Grantee’s or its agent’s performance or failure to perform the Grant. Grantee’s obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.

    Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.

18. **Independent capacity of the grantee.** The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of AWC. The Grantee will not hold itself out as nor claim to be an officer or employee of AWC, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

19. **Licensing and accreditation standards.** The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.

20. **Limitation of authority.** Only AWC or AWC’s delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by AWC.

21. **Non-discrimination.** The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee’s noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with AWC.

22. **Overpayments**. Grantee shall refund to AWC the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, AWC may charge Grantee one percent (1%) per month on the amount due until paid in full.

23. **Public disclosure.** Grantee acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.

24. **Publicity.** The Grantee agrees to submit to AWC all advertising and publicity matters relating to this Grant which in the AWC's judgment, AWC's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

25. **Registration with Department of Revenue.** The Grantee shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Grant.

26. **Records maintenance.** The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the AWC, personnel duly authorized by AWC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

    If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

27. **Right of inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to AWC or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.

28. **Severability.** The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

29. **Subcontracting.** Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of AWC. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the AWC for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Grantee is incompetent, AWC shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to AWC.

30. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

31. **Technology security requirements**. Grantee must ensure that all data and devices used to carry out Program follow all applicable state and federal data privacy and protection requirements. Grantee must ensure that data is properly secured and protected using best practices for security and protection from outside intrusion from parties not associated with the Program.

32. **Termination for convenience.** Except as otherwise provided in this Grant, AWC may, by ten (10) days written notice, beginning on the second day after the mailing of such notice, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, AWC shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.

33. **Termination for default**. In the event AWC determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, AWC has the right to suspend or terminate this Grant. AWC shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Grant may be terminated at AWC's opinion. AWC reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by AWC to terminate the Contract. In the event of termination, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

34. **Termination due to funding limitations or contract renegotiation, suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion of this Grant, with the notice specified below and without liability for damages:
    a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Grant under the revised funding conditions.
    b. At AWC's discretion, AWC may give written notice to Grantee to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed.
        (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
        (2) When AWC determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.
        (3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the date of the notice of suspension. AWC

shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.

c. AWC may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
d. For purposes of this section, “written notice” may include email.

35. Termination procedure. Upon termination of this Grant the AWC, in addition to other rights provided in this Grant, may require the Grantee to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the “Treatment of Assets” clause shall apply in such property transfer.

AWC shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Grantee and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the “Disputes” clause for this Grant. The AWC may withhold from any amounts due to the Grantee such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the AWC, the Grantee shall:

a. Stop work under this Grant on the date and to the extent specified, in the notice;
b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Grantee under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Grant had been completed, would have been required to be furnished to AWC;
f. Complete performance of such part of the work not terminated by AWC; and
g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which AWC has or may acquire an interest.

36. Waiver. A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Kirsten Peterson, Project Coordinator at kirstenp@awcnet.org.

This program shall include the following elements as central features of their program:

- Grant recipients must establish a co-responder team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify AWC of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, AWC remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE OF WORK

The City of Battle Ground in partnership with Fire District 3 (FD3) and Clark-Cowlitz Fire Rescue (CCFR) will continue to expand the Community Assistance and Education Services (CARES) program with the addition of a Social Worker / Community Risk-Reduction Specialist (SW/CRRS). The program focuses on residents experiencing mental health, substance use, medical, social, and environmental challenges, following 9-1-1 calls, hospital discharges, or referrals from public safety and healthcare partners. CARES aims to reduce unnecessary emergency service utilization, improve health and safety outcomes, strengthen crisis response capabilities, and build sustainable, community-based support services.

The goals of the program include:

- Connect vulnerable residents to appropriate services and supports, including behavioral health treatment, substance use recovery services, housing, transportation, healthcare, and social service resources.
- Reduce non-emergent 9-1-1 calls, emergency room visits, hospital readmissions, and justice system involvement through proactive intervention, case management, and resource coordination.
- Improve outcomes for older adults and individuals with disabilities through home safety assessments, medication management support, fall prevention, and risk-reduction strategies.
- Strengthen regional coordination among fire departments, law enforcement, hospitals, behavioral health providers, and community organizations through the CARES program.
- Expand opioid overdose prevention and treatment efforts, including medication-assisted treatment (MAT), naloxone distribution, overdose education, and warm handoffs to treatment providers.
- Increase community education and outreach related to mental health, substance use prevention, home safety, medication safety, fire prevention, and other public health issues.

Attachment B

Budget & Budget Narrative

PROGRAM BUDGET

Category	Award amount
Staff	
Supplies & equipment	
Professional services	$110,820
Other	
Total award amount	**$110,820**

PROGRAM BUDGET NARRATIVE

Professional Services: Alternative Response Team grant funding will be utilized to pay for the salary and benefits of a Social Worker / Community Risk Reduction Specialist within the CARES program.

Attachment C

Grantee Reporting Requirements

FINAL REPORT
A final program report is due to AWC by July 31, 2027. Programs should make reasonable efforts to collect and report on the following information:

- Describe program participants including:
  - Number of individuals served
  - Gender (Male, Female, Nonbinary, etc.) of individuals served
  - Age of individuals served
  - Veteran status of individuals served
  - Substance abuse or mental health issues of individuals served
  - Reason for contact
  - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
  - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

QUARTERLY MEETINGS
AWC will coordinate with grant recipients to schedule check-ins about every three months of the performance period. The check-ins will either be in-person, phone, or video conference. The check-ins will provide an opportunity to grantees to share updates, ask questions, and resolve challenges. Check-ins can be scheduled more frequently as needed.

Attachment D

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address
Fire District 3	17718 NE 159th St., Brush Prairie, WA 98606

Sub-recipient Agreement - City of Battle Ground ("Grant") with

Clark County Fire District 3

through

The Alternative Response Team Grant.
A program funded through the Washington State Operating Budget through
The Association of Washington Cities (AWC)

For

Jurisdiction name	Clark County Fire District 3
Program description	CARES program in partnership with local fire districts.

Start date: July 1, 2026

End date: June 30, 2027

Face sheet

Grant Number: ART24-02

Alternative Response Team Grant (ARTG)

Senate Bill 5187, Section 215-69a went into effect on July 1, 2023. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Battle Ground will meet the goals of these funds and the City has determined the program will be run by Clark County Fire District 3 and thereby passing the funds through to the District.

<table>
<tr><td colspan="2">1. Grantee
Clark County Fire District 3
17718 NE 159th St
Brush Prairie, WA 98606
360.892.2331</td><td colspan="2">2. Grantee doing business as (optional)
DBA Name
DBA Mailing Address</td></tr>
<tr><td colspan="2">3. Grantee representative

Chris Drone
Fire Chief
chris.drone@fire3.org</td><td colspan="2">4. City of Battle Ground representative

Kris Swanson
City Manager
Kris.swanson@cityofbg.org</td></tr>
<tr><td>5. Grant amount
$110,820</td><td>6. Start date
July 1, 2026</td><td>7. End date
June 30, 2027</td><td>8. Tax ID #</td></tr>
<tr><td colspan="4">9. Grant purpose
Establish an alternative response team program as described in Attachment A.</td></tr>
<tr><td colspan="4">City of Battle Ground and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee General Terms and Conditions including Attachment “A” – Scope of Work; Attachment “B” – Budget & Budget Narrative; Attachment “C” – Grantee Data Collection; Attachment (D) – Grantee Agent(s).</td></tr>
<tr><td colspan="2">For Grantee

_____
Chris Drone, Fire Chief
_____
Date</td><td colspan="2">For City of Battle Ground

_____
Kris Swanson, City Manager
_____
Date</td></tr>
</table>

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the Grant contact person for all communications and billings regarding the performance of this Grant.

The Representative for CITY OF BATTLE GROUND and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. TERM

The initial term of the Contract shall be July 1, 2026, and continue through June 30, 2027, unless terminated sooner as provided herein. The term of the contract may be extended by an amendment signed by both parties.

3. PAYMENT

CITY OF BATTLE GROUND shall pay an amount not to exceed $110,820 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. BILLING PROCEDURES AND PAYMENT

CITY OF BATTLE GROUND will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for CITY OF BATTLE GROUND not more often than monthly. Grantee will use the invoice form provided by CITY OF BATTLE GROUND to request reimbursement.

The invoices shall describe and document, to CITY OF BATTLE GROUND's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART26-04**. A receipt must accompany any single expenses in the amount of $50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, CITY OF BATTLE GROUND will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify CITY OF BATTLE GROUND.

Payment shall be considered timely if made by CITY OF BATTLE GROUND within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

CITY OF BATTLE GROUND may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by CITY OF BATTLE GROUND.

Duplication of billed costs

The Grantee shall not bill CITY OF BATTLE GROUND for services performed under this Grant, and CITY OF BATTLE GROUND shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Grantees.

Final reimbursement and reporting deadline

When the project is completed, the Grantee must submit a final report and supporting documents needed to close out the project no later than July 25, 2027.

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to CITY OF BATTLE GROUND within thirty (20) calendar days after the Contract expiration date. CITY OF BATTLE GROUND is under no obligation to pay any claims that are submitted 20 or more calendar days after the Contract expiration date ("Belated Claims"). CITY OF BATTLE GROUND will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS

Grantee will submit reports, in a form and format to be provided by CITY OF BATTLE GROUND (See Attachment C). Data must be provided to CITY OF BATTLE GROUND along with final billing.

6. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this agreement. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 6 of this document.

7. INSURANCE

a. **Workers' compensation coverage.** The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:

   i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;

   ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;

   iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

   Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against CITY OF BATTLE GROUND, its directors, officers, and employees.

   If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and CITY OF BATTLE GROUND incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Grantee will indemnify CITY OF BATTLE GROUND for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed CITY OF BATTLE GROUND by the Grantee pursuant to the indemnity may be deducted from any payments owed by CITY OF BATTLE GROUND to the Grantee for the performance of this Grant.

b. **Automobile insurance.** In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:

   $1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. **Business automobile insurance.** In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Grantee's employees' vehicles are used, the Grantee must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. **Public liability insurance (General liability).** The Grantee shall at all times during the term of this Grant, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by CITY OF BATTLE GROUND, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each occurrence	$1,000,000
Products-completed operations limit	$2,000,000
Personal and advertising injury limit	$1,000,000
Fire damage limit (any one fire)	$ 50,000

e. **Local governments that participate in a self-insurance program.** Alternatively, Grantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements or as is customary to the contractor or Grantee's business, operations/industry, and the performance of its respective obligations under this Grant.

f. **Additional insured.** The Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

CITY OF BATTLE GROUND may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. CITY OF BATTLE GROUND, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

g. **Proof of insurance.** Certificates and or evidence satisfactory to the CITY OF BATTLE GROUND confirming the existence, terms and conditions of all insurance required above shall be delivered to CITY OF BATTLE GROUND within five (5) days of the Grantee's receipt of Authorization to Proceed.

h. General insurance requirements. Grantee shall, at all times during the term of the Grant and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Grant at CITY OF BATTLE GROUND's option. By requiring insurance herein, CITY OF BATTLE GROUND does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to CITY OF BATTLE GROUND in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

8. **ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A – ARTG Application & Scope of Work
- Attachment B – Budget & Budget Narrative
- Attachment C – Grantee Reporting Requirements
- Attachment D – Grantee Agent(s)

GRANTEE GENERAL TERMS AND CONDITIONS

1. **Access to data.** In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to CITY OF BATTLE GROUND, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.

2. **Alterations and amendments.** This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Grant, the Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

4. **Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of CITY OF BATTLE GROUND.

5. **Assurances.** CITY OF BATTLE GROUND and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.

6. **Attorney's fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.

7. **Budget revisions.** Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B – Budget & Budget Narrative, may be revised without prior written approval of CITY OF BATTLE GROUND, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of CITY OF BATTLE GROUND. Grantee will use the funding change request form provided by CITY OF BATTLE GROUND to request these budget revisions.

8. **Certification regarding wage violations.** The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

   The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify CITY OF BATTLE GROUND of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.

9. **Change in status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify CITY OF BATTLE GROUND of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (20) days after such a change takes effect.

10. **Rights in data/ownership.** Grantee agree that all data and work products (collectively "Work Product") produced pursuant to the Scope of Work of this Agreement will be considered a work for hire under the U.S. Copyright Act, 17 U.S.C. §101 et seq, and will be owned by HCA. Grantee is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas,

improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, Software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

If for any reason the Work Product would not be considered a work for hire under applicable law, Grantee assigns and transfers to HCA, the entire right, title and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof. Grantee will execute all documents and perform such other proper acts as HCA may deem necessary to secure for HCA the rights pursuant to this section.

Grantee will not use or in any manner disseminate any Work Product to any third party, or represent in any way Grantee ownership of any Work Product, without the prior written permission of HCA. Grantee will take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors will not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.

Material that is delivered under this Agreement, but that does not originate therefrom ("Preexisting Material"), must be transferred to HCA with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so. Grantee agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. HCA will have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Grantee.

Grantee must identify all Preexisting Material when it is delivered under this Agreement and must advise HCA of any and all known or potential infringements of publicity, privacy or of intellectual property affecting any Preexisting Material at the time of delivery of such Preexisting Material. Grantee must provide HCA with prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Grantee with respect to any Preexisting Material delivered under this Agreement.

11. **Covenant against contingent fees.** The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. CITY OF BATTLE GROUND shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

12. **Disputes.** In the event that a dispute arises under this Grant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

13. **Duplicate payment.** CITY OF BATTLE GROUND shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

14. **Entire agreement.** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

15. **Ethical conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.

16. **Governing law and venue.** This Grant shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

17. **Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless CITY OF BATTLE GROUND and all officials, agents, and employees of CITY OF BATTLE GROUND, from and against all claims for injuries or death arising out of or resulting from the performance of this Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, '"claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Grantee's obligation to indemnify, defend and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees.

    Grantee expressly agrees to indemnify, defend, and hold harmless CITY OF BATTLE GROUND for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Grantee's or its agent's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, or hold harmless CITY OF BATTLE GROUND shall not be eliminated or reduced by any actual or alleged concurrent negligence by CITY OF BATTLE GROUND, or their agents, employees, or officials.

    Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless CITY OF BATTLE GROUND, and their agents, employees, or officials.

18. **Independent capacity of the grantee.** The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of CITY OF BATTLE GROUND. The Grantee will not hold itself out as nor claim to be an officer or employee of CITY OF BATTLE GROUND, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.

19. **Licensing and accreditation standards.** The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.

20. **Limitation of authority.** Only CITY OF BATTLE GROUND or CITY OF BATTLE GROUND's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by CITY OF BATTLE GROUND.

21. **Non-discrimination.** The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to CITY OF BATTLE GROUND. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify CITY OF BATTLE GROUND immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee's noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with CITY OF BATTLE GROUND.

22. **Overpayments**. Grantee shall refund to CITY OF BATTLE GROUND the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, CITY OF BATTLE GROUND may charge Grantee one percent (1%) per month on the amount due until paid in full.

23. **Public disclosure.** Grantee acknowledges that CITY OF BATTLE GROUND is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and CITY OF BATTLE GROUND acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.

24. **Publicity.** The Grantee agrees to submit to CITY OF BATTLE GROUND all advertising and publicity matters relating to this Grant which in the CITY OF BATTLE GROUND's judgment, CITY OF BATTLE GROUND's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of CITY OF BATTLE GROUND who will need to seek approval from AWC as well.

25. **Records maintenance.** The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the CITY OF BATTLE GROUND, personnel duly authorized by CITY OF BATTLE GROUND, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

    If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

26. **Right of inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to CITY OF BATTLE GROUND or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of CITY OF BATTLE GROUND. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.

27. **Severability.** The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

28. **Subcontracting.** Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of CITY OF BATTLE GROUND. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the CITY OF BATTLE GROUND for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

If, at any time during the progress of the work, CITY OF BATTLE GROUND determines in its sole judgment that any agent of the Grantee is incompetent, CITY OF BATTLE GROUND shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by CITY OF BATTLE GROUND of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to CITY OF BATTLE GROUND.

29. **Taxes.** All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

30. **Technology security requirements**. Grantee must ensure that all data and devices used to carry out Program follow all applicable state and federal data privacy and protection requirements. Grantee must ensure that data is properly secured and protected using best practices for security and protection from outside intrusion from parties not associated with the Program.

31. **Termination for convenience.** Except as otherwise provided in this Grant, CITY OF BATTLE GROUND may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, CITY OF BATTLE GROUND shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.

32. **Termination for default**. In the event CITY OF BATTLE GROUND determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, CITY OF BATTLE GROUND has the right to suspend or terminate this Grant. CITY OF BATTLE GROUND shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Grant may be terminated. CITY OF BATTLE GROUND reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by CITY OF BATTLE GROUND to terminate the Contract. In the event of termination, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the CITY OF BATTLE GROUND provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

33. **Termination due to funding limitations or contract renegotiation, suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion of this Grant, with the notice specified below and without liability for damages:
    a. At CITY OF BATTLE GROUND’s discretion, CITY OF BATTLE GROUND may give written notice of intent to renegotiate the Grant under the revised funding conditions.
    b. At CITY OF BATTLE GROUND’s discretion, CITY OF BATTLE GROUND may give written notice to Grantee to suspend performance when CITY OF BATTLE GROUND determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee’s performance to be resumed.
        (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
        (2) When CITY OF BATTLE GROUND determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.
        (3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee’s proposed resumption date is not acceptable to CITY OF BATTLE

GROUND and an acceptable date cannot be negotiated, CITY OF BATTLE GROUND may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the date of the notice of suspension. CITY OF BATTLE GROUND shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.

c. CITY OF BATTLE GROUND may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. CITY OF BATTLE GROUND shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to CITY OF BATTLE GROUND in the event the termination option in this section is exercised.
d. For purposes of this section, “written notice” may include email.

34. Termination procedure. Upon termination of this Grant the CITY OF BATTLE GROUND, in addition to other rights provided in this Grant, may require the Grantee to deliver to CITY OF BATTLE GROUND any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the “Treatment of Assets” clause shall apply in such property transfer.

The CITY OF BATTLE GROUND shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by CITY OF BATTLE GROUND and the amount agreed upon by the Grantee and CITY OF BATTLE GROUND for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by CITY OF BATTLE GROUND, and (d) the protection and preservation of the property, unless the termination is for default, in which case CITY OF BATTLE GROUND shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the “Disputes” clause for this Grant. The CITY OF BATTLE GROUND may withhold from any amounts due to the Grantee such sum as CITY OF BATTLE GROUND determines to be necessary to protect CITY OF BATTLE GROUND against potential loss or liability.

The rights and remedies of CITY OF BATTLE GROUND provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the CITY OF BATTLE GROUND, the Grantee shall:

a. Stop work under this Grant on the date and to the extent specified, in the notice;
b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
c. Assign to CITY OF BATTLE GROUND, in the manner, at the times, and to the extent directed by the CITY OF BATTLE GROUND, all rights, title, and interest of the Grantee under the orders and subcontracts in which case CITY OF BATTLE GROUND has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of CITY OF BATTLE GROUND to the extent the CITY OF BATTLE GROUND may require, which approval or ratification shall be final for all the purposes of this clause;
e. Transfer title to CITY OF BATTLE GROUND and deliver, in the manner, at the times and to the extent as directed by CITY OF BATTLE GROUND, any property which, if the Grant had been completed, would have been required to be furnished to CITY OF BATTLE GROUND;
f. Complete performance of such part of the work not terminated by CITY OF BATTLE GROUND; and
g. Take such action as may be necessary, or as CITY OF BATTLE GROUND may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which CITY OF BATTLE GROUND has or may acquire an interest.

35. Waiver. A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Emma Shepard, Special Projects Coordinator at emmas@awcnet.org.

This program shall include the following elements as central features of their program:

- Grant recipients must establish a co-responder team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify CITY OF BATTLE GROUND of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, CITY OF BATTLE GROUND remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE & GOALS OF ARTG PROGRAM

The City of Battle Ground in partnership with Fire District 3 (FD3) and Clark-Cowlitz Fire Rescue (CCFR) will continue to expand the Community Assistance and Education Services (CARES) program with the addition of a Social Worker / Community Risk-Reduction Specialist (SW/CRRS). The program focuses on residents experiencing mental health, substance use, medical, social, and environmental challenges, following 9-1-1 calls, hospital discharges, or referrals from public safety and healthcare partners. CARES aims to reduce unnecessary emergency service utilization, improve health and safety outcomes, strengthen crisis response capabilities, and build sustainable, community-based support services.

The goals of the program include:

- Connect vulnerable residents to appropriate services and supports, including behavioral health treatment, substance use recovery services, housing, transportation, healthcare, and social service resources.
- Reduce non-emergent 9-1-1 calls, emergency room visits, hospital readmissions, and justice system involvement through proactive intervention, case management, and resource coordination.
- Improve outcomes for older adults and individuals with disabilities through home safety assessments, medication management support, fall prevention, and risk-reduction strategies.
- Strengthen regional coordination among fire departments, law enforcement, hospitals, behavioral health providers, and community organizations through the CARES program.
- Expand opioid overdose prevention and treatment efforts, including medication-assisted treatment (MAT), naloxone distribution, overdose education, and warm handoffs to treatment providers.
- Increase community education and outreach related to mental health, substance use prevention, home safety, medication safety, fire prevention, and other public health issues.

Attachment B

ARTG Budget & Narrative

GRANT FUNDED PROGRAM BUDGET

Category	Cost
Staffing	$0
Supplies & Equipment	$0
Professional Services	$0
Other	$110,820
TOTAL	**$110,820**

PROGRAM BUDGET NARRATIVE

Professional Services: Alternative Response Team grant funding will be utilized to pay for the salary and benefits of a Social Worker / Community Risk Reduction Specialist within the CARES program.

Attachment C

Grantee Reporting Requirements

FINAL REPORT
A final program report is due to CITY OF BATTLE GROUND by July 25, 2027. Programs should make reasonable efforts to collect and report on the following information:

- Describe program participants including:
  - Number of individuals served
  - Gender (Male, Female, Nonbinary, etc.) of individuals served
  - Age of individuals served
  - Veteran status of individuals served
  - Substance abuse or mental health issues of individuals served
  - Reason for contact
  - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
  - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

QUARTERLY MEETINGS
AWC will coordinate with grant recipients to schedule check-ins about every three months of the performance period. The check-ins will either be in-person, phone, or video conference. The check-ins will provide an opportunity for grantees to share updates, ask questions, and resolve challenges. Check-ins can be scheduled more frequently as needed. Fire District 3 will be required to also attend these meetings.

Attachment D

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kris Swanson, City Manager
Date:	August 3, 2026
Proceeding Type:	Presentation (Business)
Subject:	Invocation at City Council meetings

Legislative History:	
• Council Communications	May 4, 2026
• First Presentation	June 1, 2026

Staff Report Summary

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

Background

During the "Council Communications" portion of the May 4, 2026, City Council meeting, the City Council asked that the matter of including an invocation for future meetings be placed on an agenda for further discussion.

This matter has been discussed by the City Council recently. For example, during the Council Communication portion of City Council meeting that occurred on November 4th, 2024, councilmembers requested that staff provide information and sample local government policies for prayer at public meetings. Staff provided councilmembers with information curated on the matter by the Municipal Research and Services Center (MRSC), which is a nonprofit organization that helps local governments across Washington State better serve their communities through legal and policy guidance on any topic, including the topic of prayer, pledges, and land acknowledgment in public meetings (see MRSC - Opening Your Meeting: Prayers, Pledges, and Land Acknowledgements).

Subsequently, during the "Administrative Reports" portion of the City Council meeting that occurred on January 6, 2025, the topic of "moment of silence" was discussed by the City Council. As part of that discussion, the City Attorney responded to questions from the City Council, and a consensus was reached to ask the City Attorney to look further into any legal issues regarding a separate pre-business meeting gathering to hold a moment of silence or prayer with or without a quorum present. That legal research and opinion was provided to the City Council on January 22,

2025, and then shared again with current councilmembers by City Manager Swanson on May 5, 2026.

As noted by MSRC, opening a public meeting with a prayer or invocation is a legally permissible practice. The United States Supreme Court addressed the matter in *Town of Greece v. Galloway (2014*), ruling that legislative prayer does not violate the Establishment Clause of the United States Constitution.

While an invocation need not be nondenominational, the opportunity to provide it must be open to all faiths, and no single religion may be advanced or disparaged. If a governing body (i.e. a city council) chooses to include an invocation at its meetings, reasonable best practices include the following:

- The legislative body should adopt a policy that clarifies that an opportunity to deliver an invocation is open to any faith, or lack thereof.
- Invocations should be positive and uplifting and refrain from denigrating other faiths or beliefs, including non-believers.
- No member of the public, City Council, or staff shall be required to participate in an invocation. An individual's participation, or lack thereof, in an invocation shall not be a basis for retaliation, discrimination, and/or preferential treatment.
- No remuneration or other compensation shall be offered nor given for providing an invocation.

Staff have reviewed sample policies related to invocation policies and prepared a draft resolution on the matter for discussion (see Attachment B).

Fiscal and Policy Implications
N/A

Goals and Objectives Relevance
N/A

Options

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

Staff Recommendation

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

Legal Review

The City Attorney has reviewed this matter.

Attachments

Attachment A – Draft City of Battle Ground Invocation Policy

RESOLUTION NO. 26-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON, ESTABLISHING A WRITTEN POLICY FOR THE PRESENTATION OF INVOCATIONS AT CITY COUNCIL MEETINGS.

WHEREAS, legislative prayer, such as an opening prayer at a council meeting, has long been understood as compatible with the Establishment Clause of the U.S. Constitution; and

WHEREAS, such a prayer takes place at the opening of legislative sessions, where it is meant to lend gravity to the occasion and reflect values long part of the heritage of the United States; and

WHEREAS, prayer that invites lawmakers to reflect upon shared ideals and common ends before they embark on the fractious business of governing serves that legitimate function and is, therefore, constitutional; and

WHEREAS, opening prayers seek peace for the nation, wisdom for its lawmakers, and justice for its people, appealing to universal values embodied not only in religious traditions but also in our founding documents and laws,

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

SECTION 1. The City Council finds and determines that invocations offered pursuant to this stated practice will preserve, promote, and protect the general health, safety, and welfare of the City, and thereby adopts this policy. The information contained in the recital clauses above is adopted, restated, and incorporated by this reference herein as findings and conclusions supporting this resolution.

SECTION 2. Subject to the provisions and procedures of this resolution, an invocation may be offered prior to the City Council's regular business meetings on a rotating, first-come, first-served basis, and be provided for no more than one (1) minute on a voluntary basis by people affiliated with local faith-based organizations and ministries. As an alternative, a group or individual having no religious affiliation may request the opportunity to offer a brief statement to reflect on the gravity of the moment, seek peace for the nation, wisdom for its lawmakers and justice for its people, or generally appeal to universal values of our country. Any group or individual may request a moment of silence in place of an invocation.

SECTION 3. Invocations shall be scheduled through the City Manager's office on a first-come, first-serve basis. The City Manager's office will maintain the roster of groups or individuals scheduled to give an invocation. In the interest of equal opportunity, a group or individual may present an invocation no more than one (1) time per calendar year. The Council serves constituents of all faith and beliefs, expresses no faith preference, and recognizes no faith as

superior or inferior to others. A cleric's or individual's specific faith, or lack thereof, shall not preclude his/her ability to give an invocation.

SECTION 4. The following procedures and rules shall apply to invocations:

1. An individual or group may request an opportunity to schedule an invocation by calling the City Manager's office by phone at 360-342-5000.
2. An individual or group may make no more than one (1) invocation per calendar year.
3. On the date of the Council meeting, the Mayor will introduce a cleric or other individual by name and title prior to an invocation.
4. Invocations or statements shall be given by only one (1) person and may not exceed one (1) minute in length.
5. All invocations shall be positive and uplifting. During an invocation the cleric or other individual shall not denigrate any other faiths or beliefs, including non-believers, threaten damnation, proselytize, or preach conversion.
6. Invocations shall not be used as an opportunity to lobby or request funding or support.
7. No member of the Council, public, or government staff at the Council meeting shall be required nor expected to participate in an invocation. A person's participation, or lack thereof, in an invocation shall not be a basis for retaliation, discrimination, and/or preferential treatment by the City.
8. No remuneration or other compensation shall be offered nor given for providing an invocation.
9. Some Council meetings may not have a person scheduled to give an invocation. In such cases, the Mayor, at his/her discretion, may ask for a moment of silence.

ADOPTED by the City Council of the City of Battle Ground, Washington, at its regular business meeting on August 3, 2026.

Approved

_____
Eric Overholser, Mayor

ATTEST:

_____
Elizabeth Halili, City Clerk

Approved as to form:

_____
[INSERT NAME OF CITY ATTORNEY]

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	August 3, 2026
Proceeding Type:	Presentation/Motion
Subject:	SW Eaton Boulevard Improvements – ROW Final Action – Matoy

Legislative History:	
• Admin:	April 1, 2024
• Presentation/Motion:	August 3, 2026

Staff Report Summary

The City Council will consider authorizing condemnation against the owners of property along the SW Eaton Boulevard Improvements project.

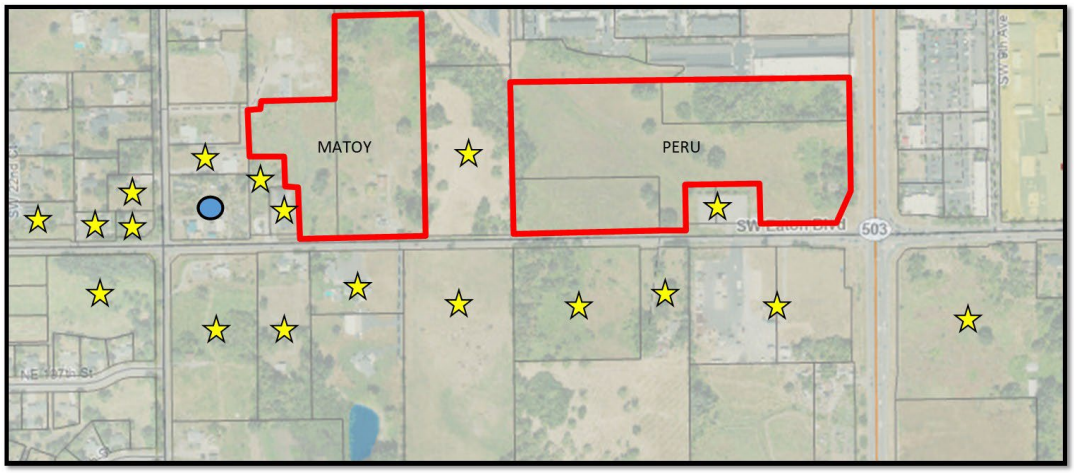
Background

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

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

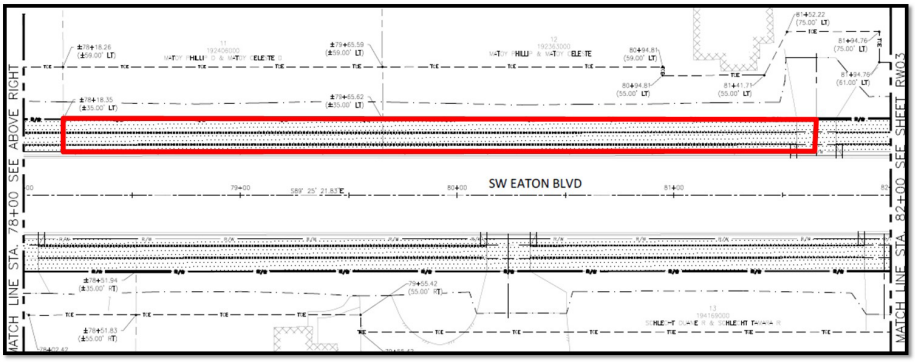
The City has currently purchased the necessary property rights from nineteen of the twenty-one property owners. There are, however, two property owners where negotiation has reached an impasse. RCW 8.12 gives the City the power of eminent domain to acquire the necessary property rights from these two property owners for this project.

The map below shows the two properties in question:



[Red Box = Subject Parcels, Yellow Star = Property Purchased, Blue Circle = Recently Completed]

Below is the area needed from the Matoy parcels:



City project management and legal staff will be at the Council meeting in order to guide Council through the final action process and answer any questions.

Fiscal and Policy Implications

This project is included in the 2026 budget.

Goals and Objectives Relevance

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

Options

Option	Results
• Approve Condemnation	City will be able to acquire the necessary property to complete this project.
• Reject Condemnation	City will not be able to acquire the necessary property to complete this project. Grant funding for the project will likely need to be paid back.
• No Action	Decision will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council approve condemnation against these property owners. A motion to do so is as follows: "I make a motion to approve Ordinance 2026-02 authorizing for the condemnation of real property interests for the Matoy properties related to the SW Eaton Boulevard project".

Attachments

A.	Ordinance No. 2026-02

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Ordinance	Ordinance No. 2026-02 – An Ordinance Authorizing For The Condemnation Of Real Property Interests Related To The SW Eaton Boulevard Project	Reviewed by the Contract City Attorney on July 14, 2026.

ORDINANCE NO. 2026-02

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE CONDEMNATION OF LAND AND REAL PROPERTY INTERESTS REQUIRED FOR THE CONSTRUCTION AND IMPLEMENTATION OF THE SW EATON BLVD SR-503 TO SW 20TH AVENUE PROJECT WITHIN THE CITY OF BATTLE GROUND; DIRECTING THE INITIATION OF APPROPRIATE PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR SAID CONDEMNATION; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City's Transportation System Plan Update (2015-2025), dated June 2015, identified that by 2035 the intersections of SR 503 at SW Eaton Boulevard and SW 20th Avenue at SW Eaton Boulevard would be in concurrency failure; and

WHEREAS, the City Council held a public hearing on June 18, 2018, after due notice of the time and place being given by publication and posting, to consider adopting the Six Year Transportation Improvement Plan 2019 to 2024; and

WHEREAS, on June 10, 2019, the City Council passed Resolution 18-04, adopting the Six Year Transportation Plan 2019 to 2024, which included thereon the SW Eaton Blvd SR-503 to SW 20th Avenue Project; and

WHEREAS, the SW Eaton Blvd SR-503 to SW 20th Avenue Project (subsequently the "project") has been included on all subsequently adopted Six Year Transportation Plans since its initial inclusion thereon; and

WHEREAS, a traffic study conducted in 2021 identified that by 2040, without improvements, the intersections of SR 503 at Eaton Boulevard and SW 20th Avenue at Eaton Boulevard would be in concurrency failure; and

WHEREAS, SW Eaton Boulevard is a narrow two-lane road with no bike lanes or sidewalks and no shoulder for the majority of the section of SW Eaton Boulevard from SR 503 to SW 20th Avenue; and

WHEREAS, there have been several accidents along the section of SW Eaton Boulevard from SR 503 to SW 20th Avenue due to the lack of shoulders and deep ditches along the roadway; and

WHEREAS, the City has identified that the necessary improvements to fix the concurrency issues at the intersections of SR 503 and SW Eaton Boulevard and SW 20th Avenue and SW Eaton Boulevard include: (1) reconstructing SW Eaton Boulevard between SR 503 and SW 20th Avenue to a 3-lane section, including bike lanes and sidewalks which will be separated from the roadway by a planter strip; (2) addition of a signal to the intersection of SW Eaton Boulevard and SW 20th Avenue; and (3) addition of an eastbound right turn lane, second

westbound left turn lane, and second southbound left turn lane to the intersection of SR 503 and SW Eaton Boulevard; and

WHEREAS, the City Council finds that the public health, safety, necessity, and convenience demand that the project be undertaken at this time and that in order to carry out the project it is necessary at this time for the City to acquire the land, property, and property interests described herein; and

WHEREAS, the City Council finds and declares it necessary and in the best interest of the public that the land and real property interests described herein be condemned, appropriated, and taken for public use, subject to the making or paying of just compensation to the owners thereof in the manner provided by law; and

WHEREAS, notice of the planned final action set forth herein was duly provided in accordance with RCW 8.12.005 and RCW 8.25.290.

NOW THEREFORE, the City Council of the City of Battle Ground, Washington, does ordain as follows:

Section 1. Public Use and Necessity. The construction of the project is a public use in accordance with RCW 8.12.030, which specifically authorizes cities to condemn land and property for, among other things, streets and avenues. The construction of the project is also a public use in light of the present facts relating to said intersections, including, but not limited to, failing levels of service. The certain land, property, and property interests within Battle Ground, Washington, as further described in the attached **Exhibit 1**, are necessary for construction of the project and these actions are in the best interests of the citizens of Battle Ground, Washington.

Section 2. Eminent Domain. In the absence of a negotiated purchase with the owners of the property, the City Manager and/or her designees are hereby authorized to commence condemnation proceedings to acquire the land, property, and property interests necessary for the project pursuant to law, to determine and make or pay just compensation, and to take such other steps as may be necessary to complete the acquisition of said land, property, and property interests. In doing so, the City Manager and/or her designees are authorized to adjust the extent of the property and property interests taken or acquired to facilitate implementation of this ordinance, provided that such adjustment shall not be inconsistent with the project. Nothing in this ordinance limits the City in its identification and acquisition of property and property interests or rights necessary for these purposes. The City reserves the right to acquire other or different property in support of the project, as the same exists or may in the future be revised. The City Manager and/or her designees are further authorized to approve and enter into any and all such agreements, stipulations, and orders necessary to carry out the provisions of this ordinance.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 5. Effective Date. This ordinance shall be in full force and effect thirty (30) days after final passage by the City and publication.

ADOPTED IN AN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS ___ DAY OF _____, 2026.

_____
Eric Overholser, Mayor

Attested to by:

_____
Elizabeth Halili, City Clerk

Approved as to form:

_____
Kenneth W. Harper, Contract City Attorney

EXHIBIT 1

DESCRIPTION OF REAL PROPERTY AND REAL PROPERTY INTERESTS TO BE ACQUIRED FROM PHILLIP MATOY AND CELESTE MATOY

Reference Parcel 192406000; Right-of-Way Acquisition

Reference Parcel 192406000; Temporary Construction Easement

Reference Parcel 192363000; Right-of-Way Acquisition

Reference Parcel 192363000; Temporary Construction Easement

Legal descriptions attached.

MacKay Sposito

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360.695.3411 | www.mackaysposito.com

17499-ACQ_11
11/26/2025
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LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION
PARCEL #192406000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO PHILLIP D. & CELESTE D. MATOY, RECORDED UNDER AUDITOR'S FILE NO. 9306230391, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 78+18.35, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET LEFT OF CC STATION 79+65.62 AND THE TERMINUS THEREOF.

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

CONTAINS 2,209 SQUARE FEET, MORE OR LESS.



11/26/2025

MacKay Sposito

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11/26/2025
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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

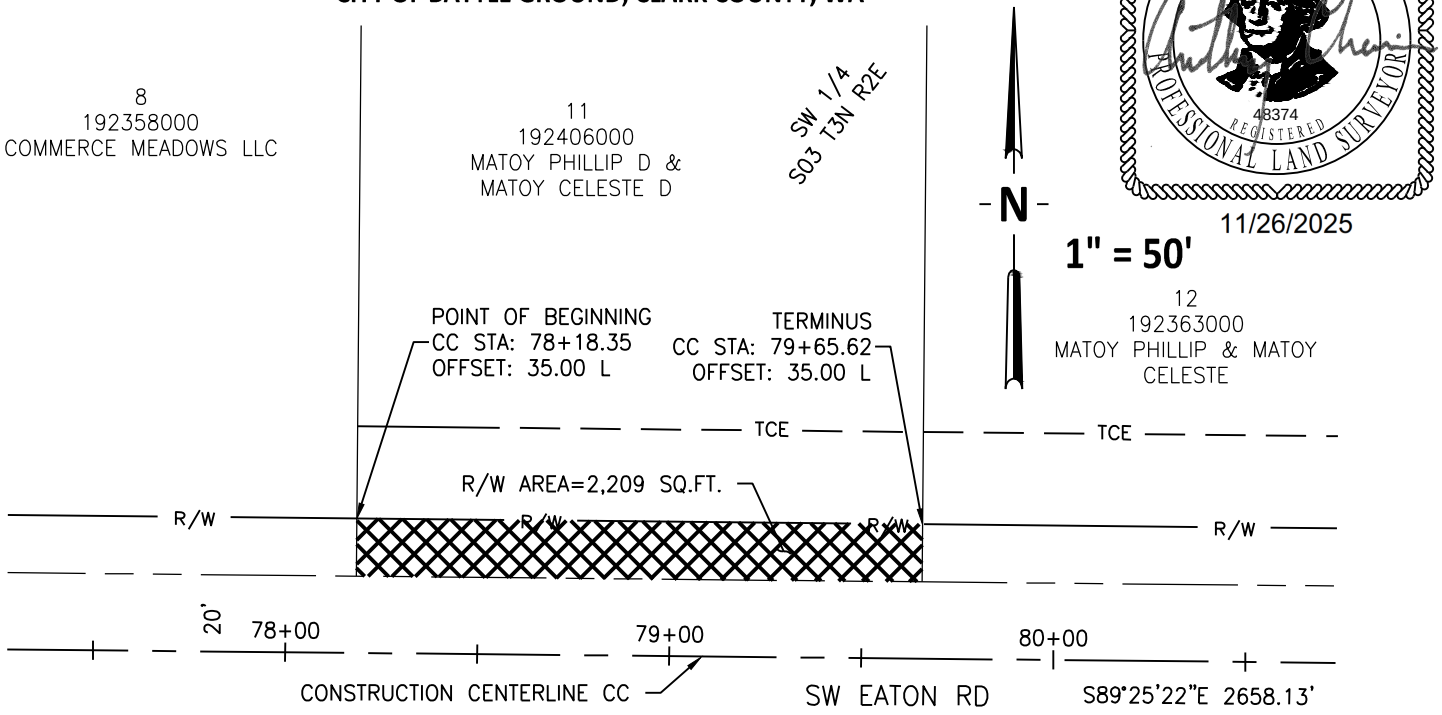
BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

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



11/26/2025

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT-OF-WAY ACQUISITION
PARCEL #192406000
CITY OF BATTLE GROUND, CLARK COUNTY, WA



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

11/26/2025

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

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360.695.3411 | www.mackaysposito.com

17499-TCE_11
11/26/2025
GAH

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192406000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO PHILLIP D. & CELESTE D. MATOY, RECORDED UNDER AUDITOR'S FILE NO. 9306230391, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 59.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 78+18.31, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 59.00 FEET LEFT OF CC STATION 79+65.59 AND THE TERMINUS THEREOF.

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

CONTAINS 3,535 SQUARE FEET, MORE OR LESS.



11/26/2025

MacKay Sposito

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11/26/2025
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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

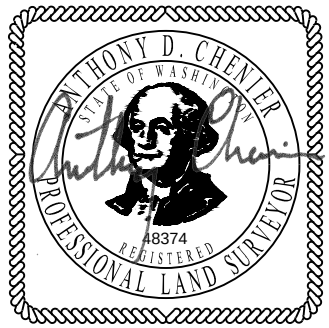
BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

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

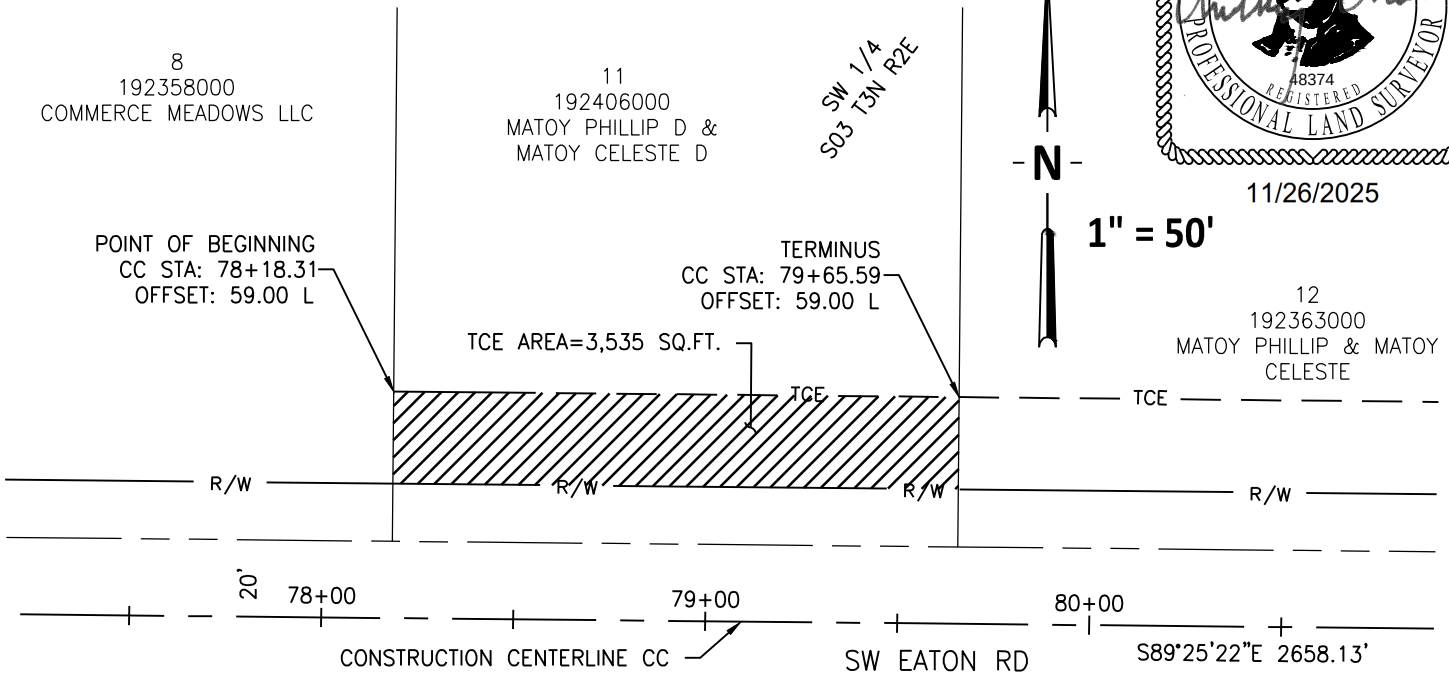


11/26/2025

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192406000
CITY OF BATTLE GROUND, CLARK COUNTY, WA



11/26/2025



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ENERGY PUBLIC WORKS LAND DEVELOPMENT
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17499-ACQ_12
11/26/2025
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LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION
PARCEL #192363000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO PHILLIP D. & CELESTE D. MATOY, RECORDED UNDER AUDITOR'S FILE NO. 9305100236, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 79+65.62, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 35.00 FEET LEFT OF CC STATION 82+97.89 AND THE TERMINUS THEREOF.

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

CONTAINS 4,984 SQUARE FEET, MORE OR LESS.



11/26/2025

MacKay Sposito

17499LD1_CENTERLINES
11/26/2025
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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



11/26/2025

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY ACQUISITION PARCEL #192363000

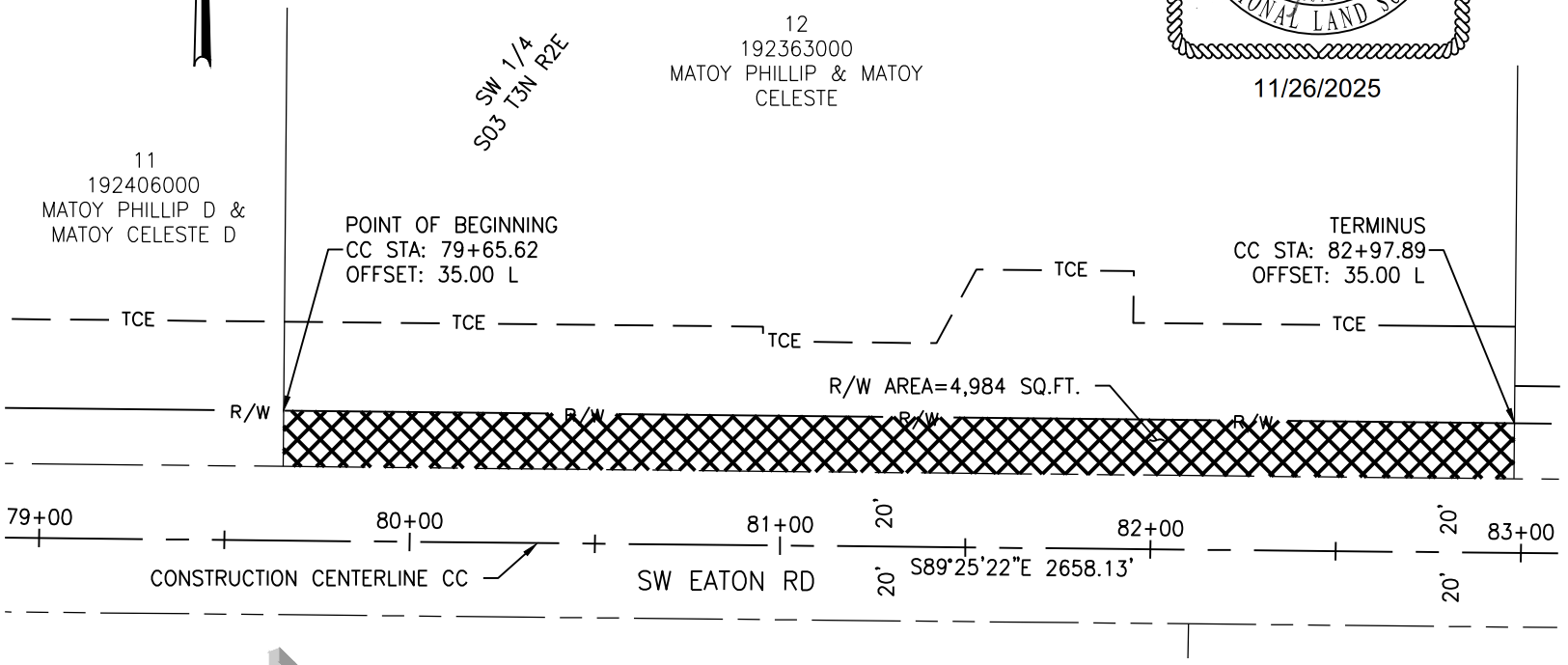
CITY OF BATTLE GROUND, CLARK COUNTY, WA

N

1" = 50'



11/26/2025



MacKay Sposito

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360.695.3411 | www.mackaysposito.com

17499-TCE_12
11/26/2025
GAH

LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192363000
CITY OF BATTLEGROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN STATUTORY WARRANTY DEED TO PHILLIP D. & CELESTE D. MATOY, RECORDED UNDER AUDITOR'S FILE NO. 9305100236, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 59.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 79+65.59, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 59.00 FEET LEFT OF CC STATION 80+94.81;

THENCE SOUTHERLY TO A POINT LYING 55.00 FEET LEFT OF CC STATION 80+94.81;

THENCE EASTERLY TO A POINT LYING 55.00 FEET LEFT OF CC STATION 81+41.71;

THENCE NORTHEASTERLY TO A POINT LYING 75.00 FEET LEFT OF CC STATION 81+52.22;

THENCE EASTERLY TO A POINT LYING 75.00 FEET LEFT OF CC STATION 81+94.76;

THENCE SOUTHERLY TO A POINT LYING 61.00 FEET LEFT OF CC STATION 81+94.76;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 61.00 FEET LEFT OF CC STATION 82+97.87 AND THE TERMINUS THEREOF.

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

CONTAINS 8,737 SQUARE FEET, MORE OR LESS.



11/26/2025

MacKay Sposito

17499LD1_CENTERLINES
11/26/2025
GAH

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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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11/26/2025

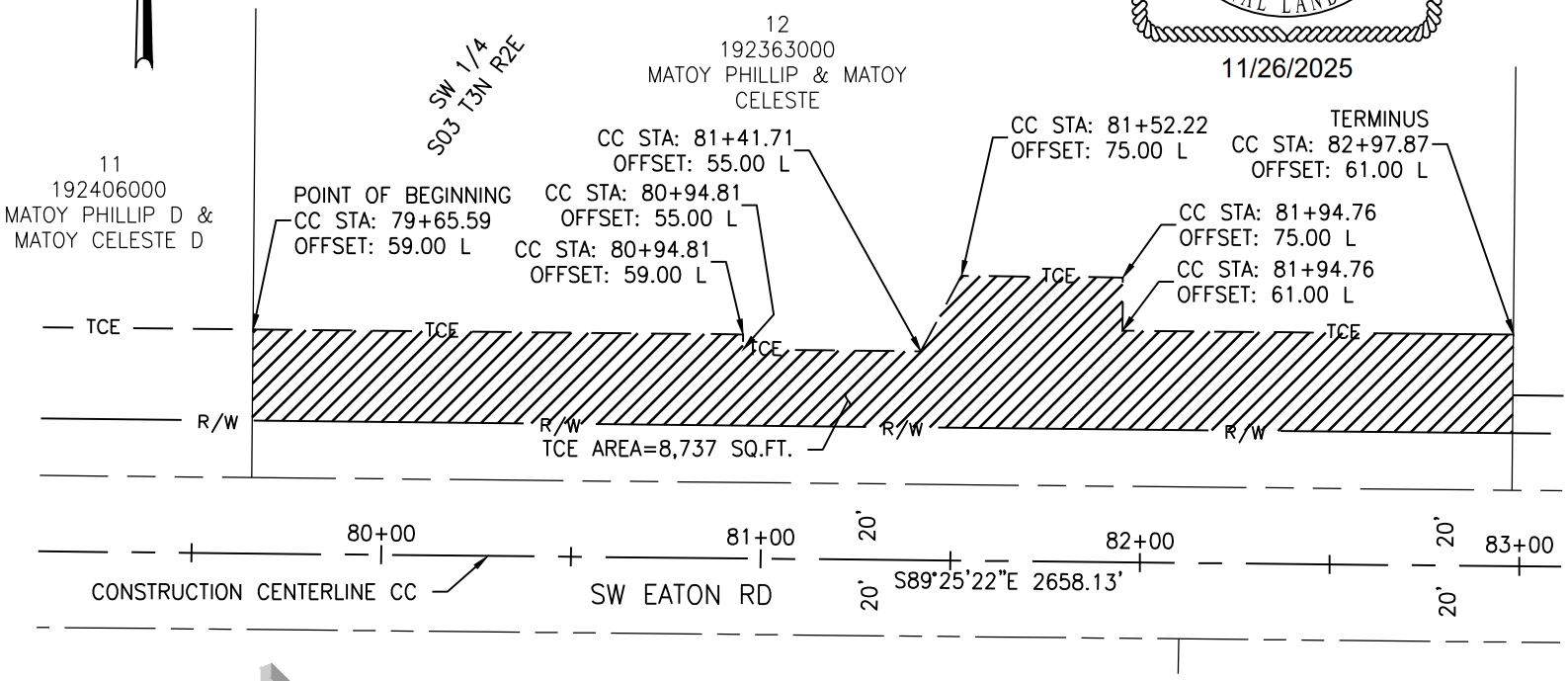
EXHIBIT "C"
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PARCEL #192363000
CITY OF BATTLE GROUND, CLARK COUNTY, WA

N

1" = 50'



11/26/2025



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CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	August 3, 2026
Proceeding Type:	Presentation/Motion
Subject:	SW Eaton Boulevard Improvements – ROW Final Action – Peru

Legislative History:	
• Admin:	April 1, 2024
• Presentation/Motion:	August 3, 2026

Staff Report Summary

The City Council will consider authorizing condemnation against the owners of property along the SW Eaton Boulevard Improvements project.

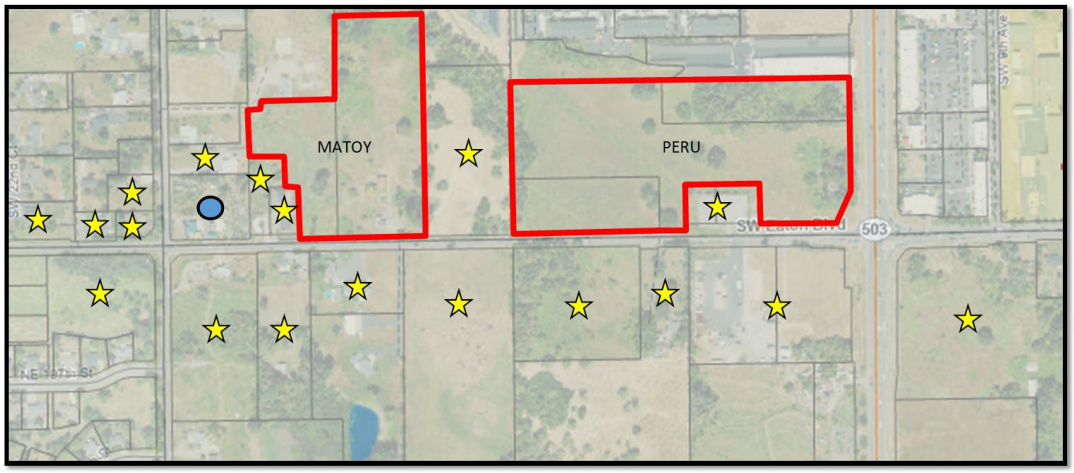
Background

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

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

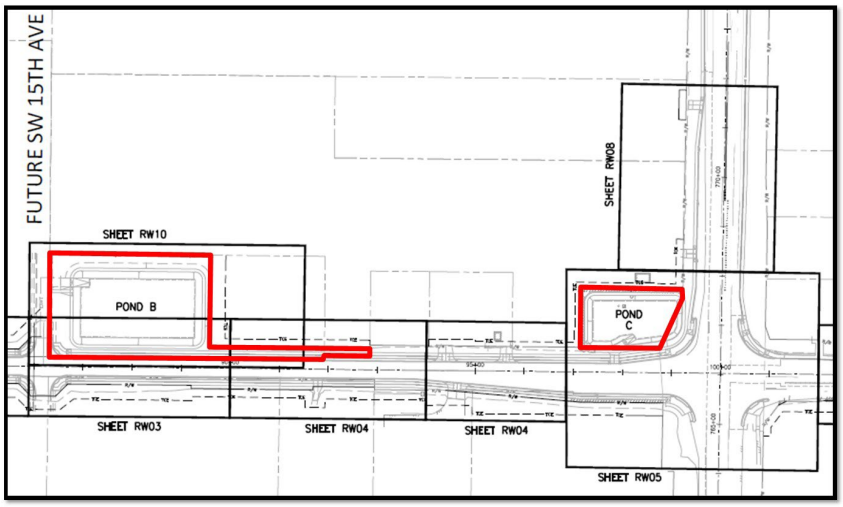
The City has currently purchased the necessary property rights from nineteen of the twenty-one property owners. There are, however, two property owners where negotiation has reached an impasse. RCW 8.12 gives the City the power of eminent domain to acquire the necessary property rights from these two property owners for this project.

The map below shows the two properties in question:



[Red Box = Subject Parcels, Yellow Star = Property Purchased, Blue Circle = Recently Completed]

Below is the area needed from the Peru parcels:



City project management and legal staff will be at the Council meeting in order to guide Council through the final action process and answer any questions.

Fiscal and Policy Implications

This project is included in the 2026 budget.

Goals and Objectives Relevance

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

Options

Option	Results
• Approve Condemnation	City will be able to acquire the necessary property to complete this project.
• Reject Condemnation	City will not be able to acquire the necessary property to complete this project. Grant funding for the project will likely need to be paid back.
• No Action	Decision will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council approve condemnation against these two property owners. A motion to do so is as follows: "I make a motion to approve Ordinance 2026-14 authorizing for the condemnation of real property interests for the Peru properties related to the SW Eaton Boulevard project".

Attachments

A.	Ordinance No. 2026-14

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Ordinance	Ordinance No. 2026-14 – An Ordinance Authorizing For The Condemnation Of Real Property Interests Related To The SW Eaton Boulevard Project	Reviewed by the Contract City Attorney on July 14, 2026.

ORDINANCE NO. 2026-14

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE CONDEMNATION OF LAND AND REAL PROPERTY INTERESTS REQUIRED FOR THE CONSTRUCTION AND IMPLEMENTATION OF THE SW EATON BLVD SR-503 TO SW 20TH AVENUE PROJECT WITHIN THE CITY OF BATTLE GROUND; DIRECTING THE INITIATION OF APPROPRIATE PROCEEDINGS IN THE MANNER PROVIDED BY LAW FOR SAID CONDEMNATION; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND OTHER MATTERS RELATING THERETO.

WHEREAS, the City's Transportation System Plan Update (2015-2025), dated June 2015, identified that by 2035 the intersections of SR 503 at SW Eaton Boulevard and SW 20th Avenue at SW Eaton Boulevard would be in concurrency failure; and

WHEREAS, the City Council held a public hearing on June 18, 2018, after due notice of the time and place being given by publication and posting, to consider adopting the Six Year Transportation Improvement Plan 2019 to 2024; and

WHEREAS, on June 10, 2019, the City Council passed Resolution 18-04, adopting the Six Year Transportation Plan 2019 to 2024, which included thereon the SW Eaton Blvd SR-503 to SW 20th Avenue Project; and

WHEREAS, the SW Eaton Blvd SR-503 to SW 20th Avenue Project (subsequently the "project") has been included on all subsequently adopted Six Year Transportation Plans since its initial inclusion thereon; and

WHEREAS, a traffic study conducted in 2021 identified that by 2040, without improvements, the intersections of SR 503 at Eaton Boulevard and SW 20th Avenue at Eaton Boulevard would be in concurrency failure; and

WHEREAS, SW Eaton Boulevard is a narrow two-lane road with no bike lanes or sidewalks and no shoulder for the majority of the section of SW Eaton Boulevard from SR 503 to SW 20th Avenue; and

WHEREAS, there have been several accidents along the section of SW Eaton Boulevard from SR 503 to SW 20th Avenue due to the lack of shoulders and deep ditches along the roadway; and

WHEREAS, the City has identified that the necessary improvements to fix the concurrency issues at the intersections of SR 503 and SW Eaton Boulevard and SW 20th Avenue and SW Eaton Boulevard include: (1) reconstructing SW Eaton Boulevard between SR 503 and SW 20th Avenue to a 3-lane section, including bike lanes and sidewalks which will be separated from the roadway by a planter strip; (2) addition of a signal to the intersection of SW Eaton Boulevard and SW 20th Avenue; and (3) addition of an eastbound right turn lane, second

westbound left turn lane, and second southbound left turn lane to the intersection of SR 503 and SW Eaton Boulevard; and

WHEREAS, the City Council finds that the public health, safety, necessity, and convenience demand that the project be undertaken at this time and that in order to carry out the project it is necessary at this time for the City to acquire the land, property, and property interests described herein; and

WHEREAS, the City Council finds and declares it necessary and in the best interest of the public that the land and real property interests described herein be condemned, appropriated, and taken for public use, subject to the making or paying of just compensation to the owners thereof in the manner provided by law; and

WHEREAS, notice of the planned final action set forth herein was duly provided in accordance with RCW 8.12.005 and RCW 8.25.290.

NOW THEREFORE, the City Council of the City of Battle Ground, Washington, does ordain as follows:

Section 1. Public Use and Necessity. The construction of the project is a public use in accordance with RCW 8.12.030, which specifically authorizes cities to condemn land and property for, among other things, streets and avenues. The construction of the project is also a public use in light of the present facts relating to said intersections, including, but not limited to, failing levels of service. The certain land, property, and property interests within Battle Ground, Washington, as further described in the attached **Exhibit 1**, are necessary for construction of the project and these actions are in the best interests of the citizens of Battle Ground, Washington.

Section 2. Eminent Domain. In the absence of a negotiated purchase with the owners of the property, the City Manager and/or her designees are hereby authorized to commence condemnation proceedings to acquire the land, property, and property interests necessary for the project pursuant to law, to determine and make or pay just compensation, and to take such other steps as may be necessary to complete the acquisition of said land, property, and property interests. In doing so, the City Manager and/or her designees are authorized to adjust the extent of the property and property interests taken or acquired to facilitate implementation of this ordinance, provided that such adjustment shall not be inconsistent with the project. Nothing in this ordinance limits the City in its identification and acquisition of property and property interests or rights necessary for these purposes. The City reserves the right to acquire other or different property in support of the project, as the same exists or may in the future be revised. The City Manager and/or her designees are further authorized to approve and enter into any and all such agreements, stipulations, and orders necessary to carry out the provisions of this ordinance.

Section 3. Severability. If any section, sentence, clause, or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this ordinance.

Section 4. Corrections. Upon the approval of the City Attorney, the City Clerk is authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 5. Effective Date. This ordinance shall be in full force and effect thirty (30) days after final passage by the City and publication.

ADOPTED IN AN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS ___ DAY OF _____, 2026.

_____
Eric Overholser, Mayor

Attested to by:

_____
Elizabeth Halili, City Clerk

Approved as to form:

_____
Kenneth W. Harper, Contract City Attorney

EXHIBIT 1

DESCRIPTION OF REAL PROPERTY AND REAL PROPERTY INTERESTS TO BE ACQUIRED FROM SHELLEY PERU AND RAYNA PERU

Reference Parcel 192385000; Right-of-Way Acquisition

Reference Parcel 192385000; Temporary Construction Easement

Reference Parcel 192366000; Right-of-Way Acquisition

Reference Parcel 192366000; Temporary Construction Easement

Reference Parcel 192378000; Temporary Construction Easement

Legal descriptions attached.

MacKay Sposito

17499LD1_DED-16
07/07/2026
GAH

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LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION
PARCEL #192385000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL BEQUEATHED TO SHELLEY PERU AND RAYNA PERU BY THE LAST WILL AND TESTAMENT OF NELLIE J. JUNOR, RECORDED UNDER CAUSE NO. 91-400236-4, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE NORTHWEST CORNER OF SAID PARCEL, SAID POINT BEING 228.75 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 86+30.10, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT “B”, ATTACHED;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL TO A POINT LYING 228.76 FEET LEFT OF CC STATION 89+59.10;

THENCE SOUTHERLY TO A POINT LYING 43.00 FEET LEFT OF CC STATION 89+59.10;

THENCE EASTERLY TO A POINT LYING ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 43.00 FEET LEFT OF CC STATION 91+91.97 AND THE TERMINUS.

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

CONTAINS 74,016 SQUARE FEET, MORE OR LESS.



07/07/2026

MacKay Sposito

17499LD1_CENTERLINES
11/26/2025
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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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SW 20TH AVENUE CONSTRUCTION CENTERLINE CC 20TH
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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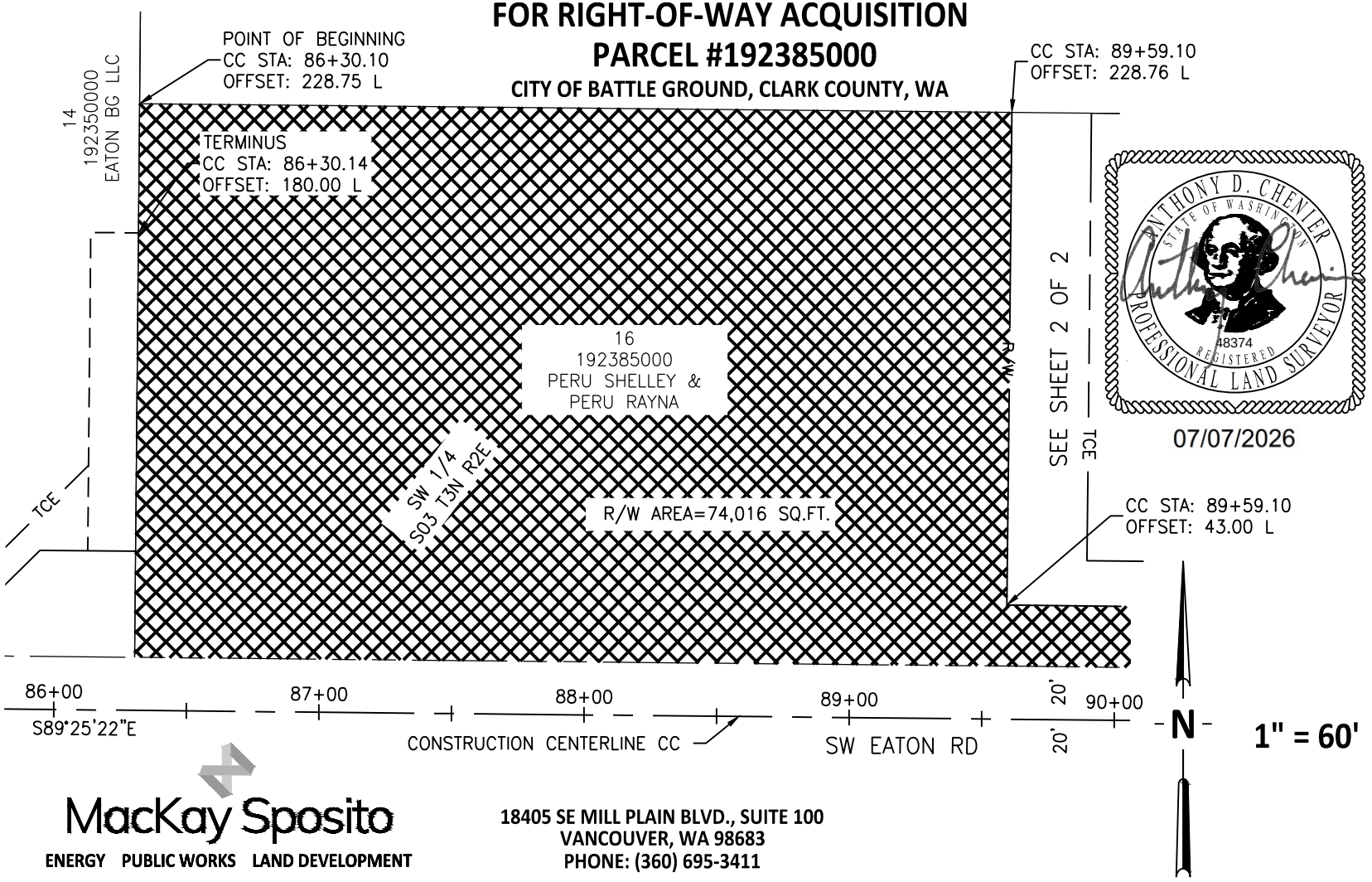


07/07/2026

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT-OF-WAY ACQUISITION
PARCEL #192385000

CITY OF BATTLE GROUND, CLARK COUNTY, WA



ANTHONY D. CHENIER
STATE OF WASHINGTON
18374
REGISTERED
PROFESSIONAL LAND SURVEYOR

07/07/2026

1" = 60'

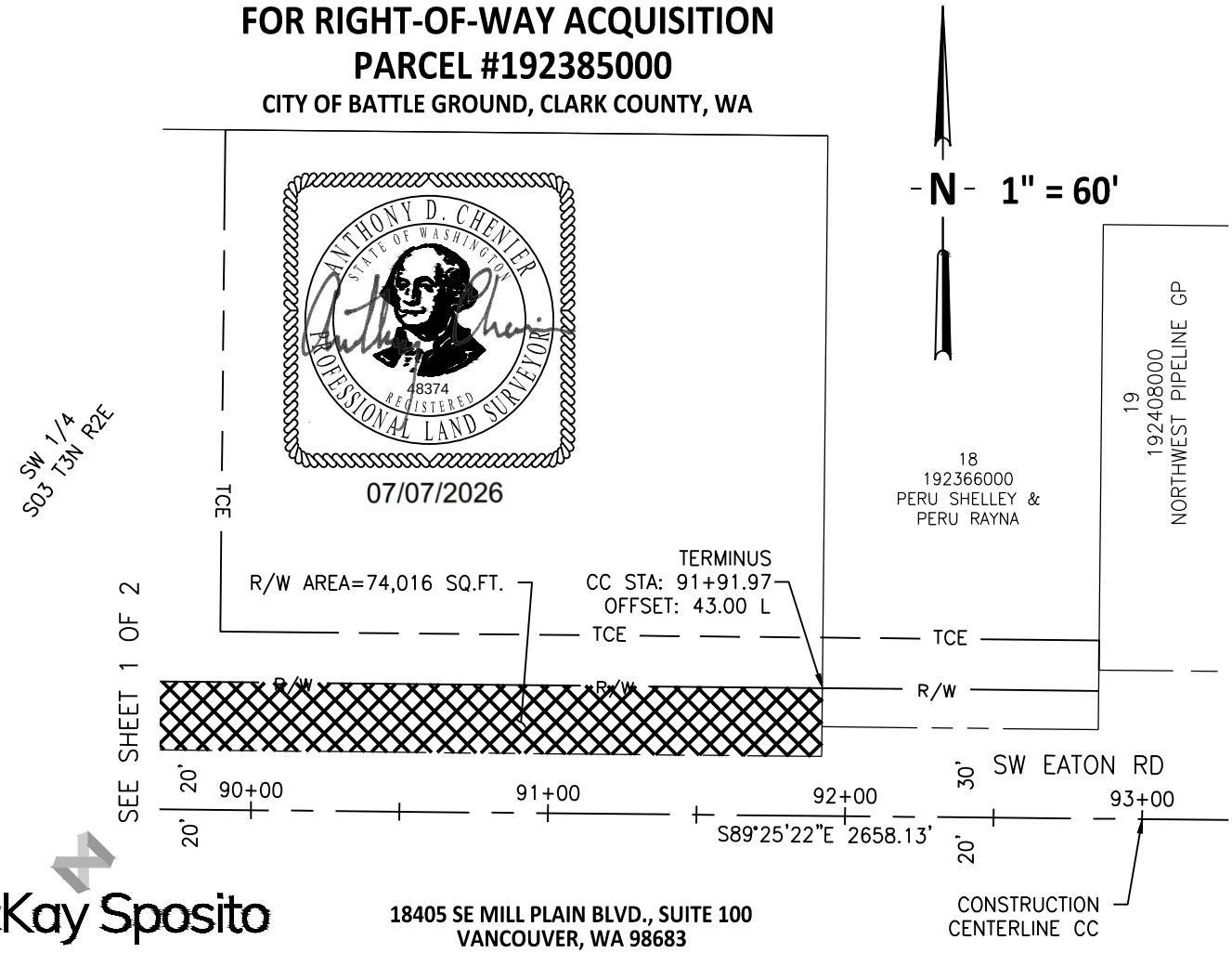
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VANCOUVER, WA 98683
PHONE: (360) 695-3411

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT-OF-WAY ACQUISITION
PARCEL #192385000
CITY OF BATTLE GROUND, CLARK COUNTY, WA



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17499LD1_TCE-16
07/07/2026
GAH

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LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192385000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL BEQUEATHED TO SHELLEY PERU AND RAYNA PERU BY THE LAST WILL AND TESTAMENT OF NELLIE J. JUNOR, RECORDED UNDER CAUSE NO. 91-400236-4, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SAID PARCEL, SAID POINT BEING 228.76 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 89+59.10, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT “B”, ATTACHED;

THENCE EASTERLY ALONG SAID NORTHERLY LINE TO A POINT LYING 228.76 FEET LEFT OF CC STATION 89+89.10;

THENCE SOUTHERLY TO A POINT LYING 60.00 FEET LEFT OF CC STATION 89+89.10;

THENCE EASTERLY TO A POINT ON THE EASTERLY LINE OF SAID PARCEL, SAID POINT BEING 60.00 FEET LEFT OF CC STATION 91+91.96;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE TO A POINT LYING 43.00 FEET LEFT OF CC STATION 91+91.97;

THENCE WESTERLY TO A POINT LYING 43.00 FEET LEFT OF CC STATION 89+59.10;

THENCE NORTHERLY TO THE POINT OF BEGINNING.

CONTAINS 9,022 SQUARE FEET, MORE OR LESS.



07/07/2026

MacKay Sposito

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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

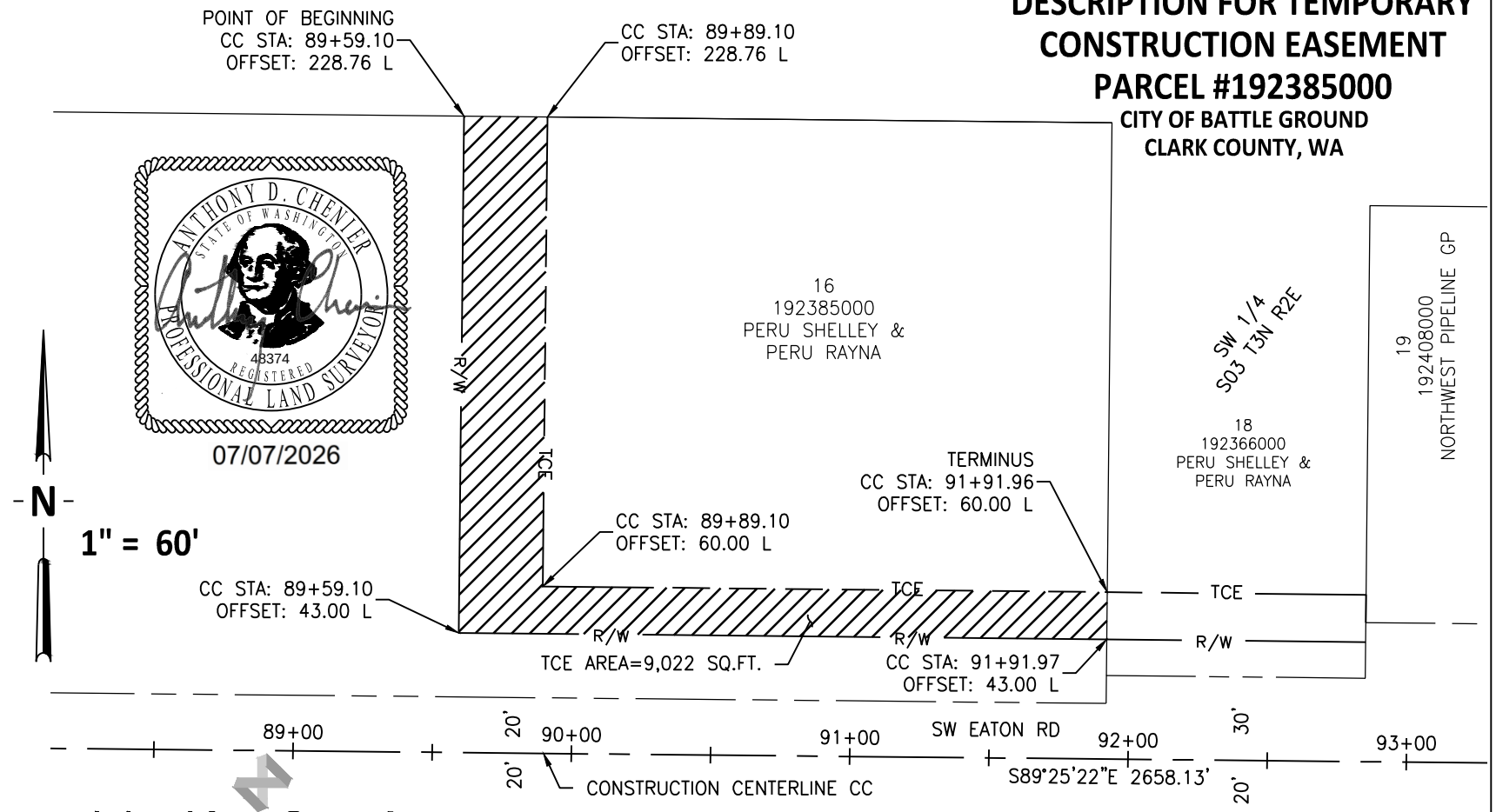
BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

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



07/07/2026

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192385000
CITY OF BATTLE GROUND
CLARK COUNTY, WA



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17499LD1_DED-18
07/07/2026
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LEGAL DESCRIPTION
RIGHT-OF-WAY ACQUISITION
PARCEL #192366000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN QUITCLAIM DEED TO SHELLEY AND RAYNA PERU, RECORDED UNDER AUDITOR'S FILE NO. 3665632, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT LYING 43.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 91+91.97, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 43.00 FEET LEFT OF CC STATION 92+84.91 AND THE TERMINUS THEREOF.

TOGETHER WITH
A PORTION OF SAID PARCEL LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT LYING 50.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 97+15.00, WHEN MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SW EATON ROAD, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE NORTHERLY TO A POINT LYING 170.08 FEET LEFT OF CC STATION 97+15.00;

THENCE EASTERLY TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF SR 503 (NE 122ND AVENUE), SAID POINT LYING 80.54 FEET LEFT OF THE CONSTRUCTION CENTERLINE SR503 STATION 767+70.13, AS DESCRIBED IN EXHIBIT "B", ATTACHED AND THE TERMINUS THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD AND SR 503 (NE 122ND AVENUE).
CONTAINS 23,420 SQUARE FEET, MORE OR LESS.



07/07/2026

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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

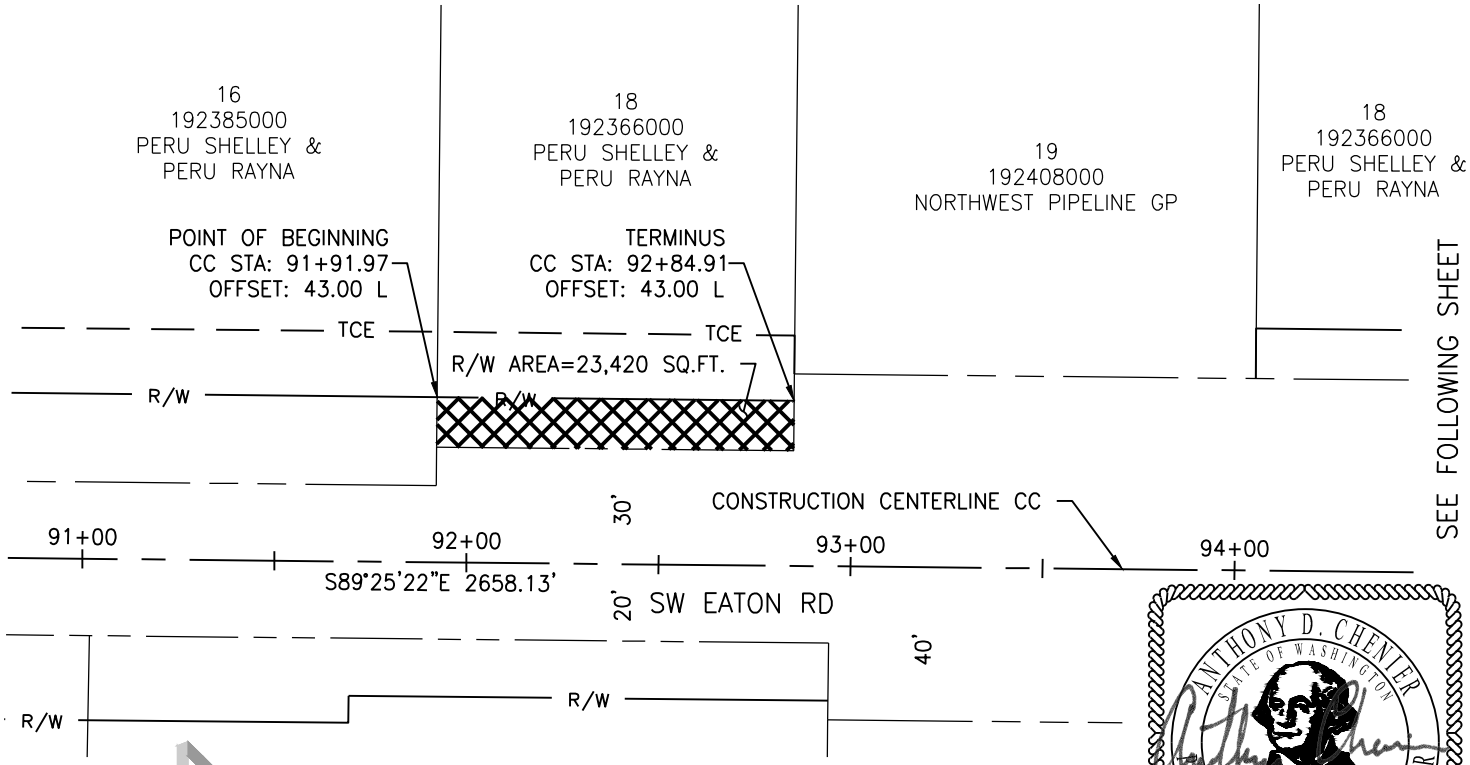
THENCE NORTHERLY FROM SAID POINT NORTH 01°07'49" EAST A DISTANCE OF 500.00 FEET TO CC SR503 STATION 771+02.78 AND THE TERMINUS OF SAID CONSTRUCTION CENTERLINE.



07/07/2026

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FOR RIGHT-OF-WAY ACQUISITION
PARCEL #192366000
CITY OF BATTLE GROUND, CLARK COUNTY, WA

N 1" = 50'



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

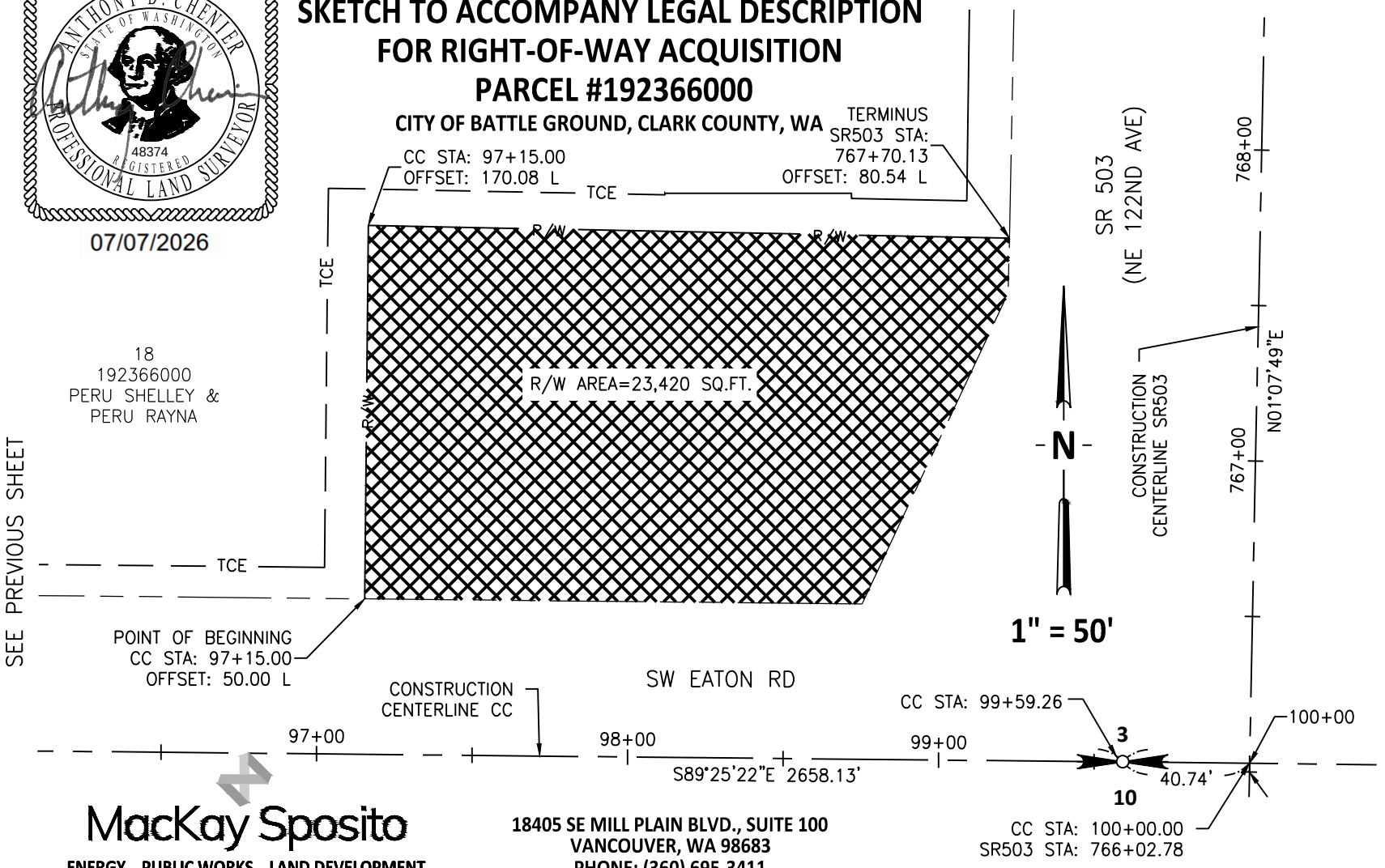
07/07/2026

EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR RIGHT-OF-WAY ACQUISITION PARCEL #192366000

CITY OF BATTLE GROUND, CLARK COUNTY, WA

ANTHONY D. CHENIER
STATE OF WASHINGTON
48374
REGISTERED
PROFESSIONAL LAND SURVEYOR
07/07/2026



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17499LD1_TCE-18
07/07/2026
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LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192366000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN QUITCLAIM DEED TO SHELLEY AND RAYNA PERU, RECORDED UNDER AUDITOR'S FILE NO. 3665632, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID PARCEL, SAID POINT BEING 60.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 91+91.96 WHEN MEASURED AT RIGHT ANGLES TO, SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN QUITCLAIM DEED TO NORTHWEST NATURAL GAS COMPANY, RECORDED UNDER AUDITOR'S FILE NO. 3467889, RECORDS OF CLARK COUNTY, WASHINGTON, SAID POINT BEING 60.00 FEET LEFT OF CC STATION 92+84.91 AND THE TERMINUS THEREOF.

TOGETHER WITH
A PORTION OF SAID PARCEL LYING SOUTHERLY AND EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EASTERLY LINE OF THAT PARCEL DESCRIBED IN QUITCLAIM DEED TO NORTHWEST NATURAL GAS COMPANY, RECORDED UNDER AUDITOR'S FILE NO. 3467889, RECORDS OF CLARK COUNTY, WASHINGTON, SAID POINT BEING 60.00 FEET LEFT OF CONSTRUCTION CENTERLINE CC STATION 95+75.02, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT LYING 60.00 FEET LEFT OF CC STATION 97+01.99;

THENCE NORTHERLY TO A POINT LYING 181.93 FEET LEFT OF CC STATION 97+01.99;

THENCE EASTERLY TO A POINT LYING 180.89 FEET LEFT OF CC STATION 98+10.20;

THENCE NORTHERLY TO A POINT LYING 181.43 FEET LEFT OF CC STATION 98+10.20;

THENCE EASTERLY TO A POINT LYING 182.03 FEET LEFT OF CC STATION 98+70.20;

THENCE SOUTHERLY TO A POINT LYING 180.31 FEET LEFT OF CC STATION 98+70.20;

THENCE EASTERLY TO A POINT LYING 179.95 FEET LEFT OF CC STATION 99+07.23;

THENCE NORTHERLY TO A POINT LYING 95.00 FEET LEFT OF CONSTRUCTION CENTERLINE SR503 STATION 768+72.83, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE EASTERLY TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SR 503 (NE 122ND AVENUE), SAID POINT BEING 80.50 FEET LEFT OF SR 503 STATION 768+72.83 AND THE TERMINUS THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SW EATON ROAD AND SR 503 (NE 122ND AVENUE).

CONTAINS 8,344 SQUARE FEET, MORE OR LESS.



07/07/2026

MacKay Sposito

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11/26/2025
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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

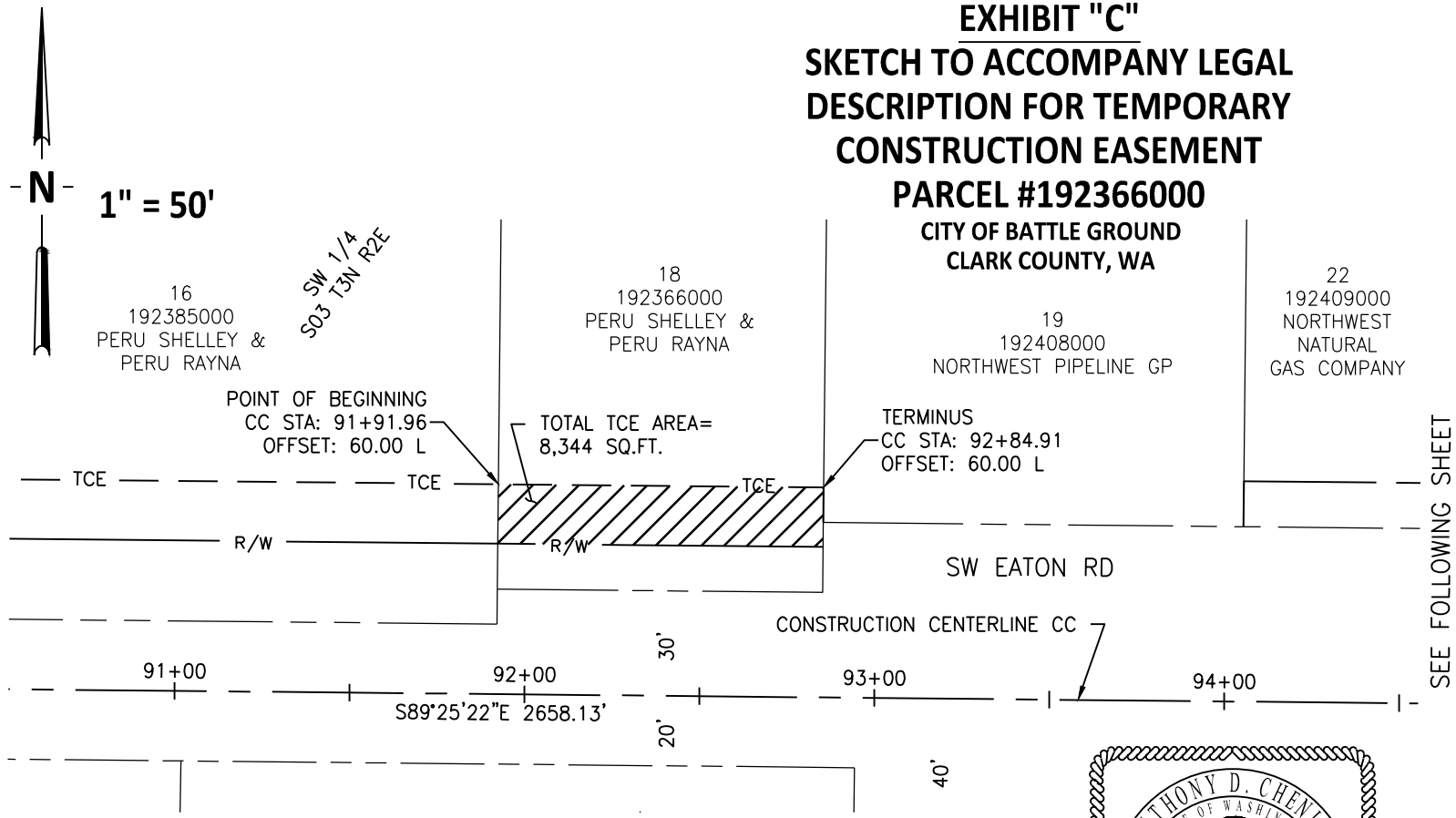
BEGINNING AT CC STATION 100+00.00, SAID POINT BEING AT SR503 STATION 766+02.78;

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



07/07/2026

EXHIBIT "C"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192366000
CITY OF BATTLE GROUND
CLARK COUNTY, WA



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

07/07/2026

MacKay Sposito

17499LD1_TCE-37
07/07/2026
GAH

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LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION EASEMENT
PARCEL #192378000
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN QUIT CLAIM DEED TO SHELLEY AND RAYNA PERU, RECORDED UNDER AUDITOR'S FILE NO. 5625148, RECORDS OF CLARK COUNTY, WASHINGTON, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING ALL THAT PORTION OF SAID PARCEL LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SR503 (NE 122ND AVENUE), SAID POINT BEING 80.42 FEET LEFT OF CONSTRUCTION CENTERLINE SR503 STATION 771+14.70, WHEN MEASURED AT RIGHT ANGLES TO SAID CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE WESTERLY TO A POINT LYING 95.00 FEET LEFT OF SR503 STATION 771+14.70;

THENCE NORTHERLY TO A POINT LYING 95.00 FEET LEFT OF SR503 STATION 771+74.91;

THENCE EASTERLY TO A POINT ON SAID RIGHT-OF-WAY LINE, SAID POINT BEING 80.40 FEET LEFT OF SR503 STATION 771+74.91 AND THE TERMINUS THEREOF.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE EXISTING RIGHT-OF-WAY OF SR 503 (NE 122ND AVENUE).

CONTAINS 879 SQUARE FEET, MORE OR LESS.



07/07/2026

MacKay Sposito

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EXHIBIT "B"

ENGINEER'S CENTERLINE DESCRIPTION

SE EATON ROAD CONSTRUCTION CENTERLINE CC
CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



07/07/2026

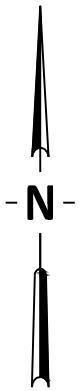
EXHIBIT "C"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION FOR TEMPORARY CONSTRUCTION EASEMENT PARCEL #192378000

CITY OF BATTLE GROUND, CLARK COUNTY, WA



07/07/2026



1" = 50'

SW 1/4
S3 T3N R2E

37
192378000
PERU SHELLEY J &
PERU RAYNA O

18
192366000
PERU SHELLEY & PERU RAYNA

SR503 STA:
771+74.91
OFFSET: 95.00 L

TCE

R/W AREA=879 SQ.FT.

SR503 STA:
771+14.70
OFFSET: 95.00 L

POINT OF BEGINNING
SR503 STA:
771+14.70
OFFSET: 80.42 L

TERMINUS
SR503 STA:
771+74.91
OFFSET: 80.40 L

SR 503
(NE 122ND AVE)

CONSTRUCTION CENTERLINE SR503

772+00

N01°07'49"E

771+00

770+00

CC STA
100+00.00
SR503 STA:
766+02.78

CC STA: 99+59.26

CONSTRUCTION
CENTERLINE CC

SW EATON RD

3

10

40.74'

MacKay Sposito

ENERGY PUBLIC WORKS LAND DEVELOPMENT

www.mackaysposito.com

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

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	August 3, 2026
Proceeding Type:	Presentation/Motion
Subject:	Lightcurve Franchise Agreement

Legislative History:	
• Presentation:	July 20, 2026
• Presentation/Motion:	August 3, 2026

Staff Report Summary

Staff will present information on a Franchise Agreement with Lightcurve.

Background

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

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

Fiscal and Policy Implications

N/A

Goals & Objectives

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

Options

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

Staff Recommendation

Staff recommends that City Council adopt Ordinance #2026-15.

The recommended motion would be: "I move to approve Ordinance #2026-15 granting Mashell Telecom, Inc. DBA Lightcurve a Franchise as presented".

Attachments

A.	Ordinance

Legal Review

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

ORDINANCE 2026-15

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

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

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

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

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

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

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

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

Section 1 Franchise Granted.

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

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

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

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

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

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

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

approved by the City Council.

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

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

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

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

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

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

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

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

Section 4 Location of Telecommunications Network Facilities.

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

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

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

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

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

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

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

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

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

Section 5 Relocation of Telecommunications Network Facilities.

Section 5.1 Improvement Projects.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 6 Undergrounding of Facilities

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

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

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

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

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

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

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

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

Section 7 Maps and Records

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

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

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

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

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

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

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

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

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

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

Section 8 Work in the Rights-of-Way.

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

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

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

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

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

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

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

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

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

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

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

Section 9 City Requested Facilities.

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

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

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

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

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

Section 10 Safety Requirements.

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

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

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

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

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

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

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

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

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

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

Section 10.5 Additional Safety Standards:

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

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

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

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

Section 12 Restoration after Construction.

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

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

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

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

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

Section 13 Emergency Work/Dangerous Conditions.

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

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

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

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

Section 14 Recovery of Costs.

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

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

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

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

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

Section 15 City's Reservation of Rights.

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

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

Section 16 Indemnification

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

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

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

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

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

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

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

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

Section 17 Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 20 Bonds.

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

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

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

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

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

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

Section 23 Remedies to Enforce Compliance.

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

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

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

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

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

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

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

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

Section 30 Assignment.

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

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

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

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

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

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

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

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

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

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

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

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

Lightcurve
Darlene Curran
PO Box 639
Eatonville, WA 98328

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

Invoices:
Darlene Curran
PO Box 639
Eatonville, WA 98328

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

Section 37 Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance unless such invalidity or unconstitutionality materially alters the rights, privileges, duties, or obligations hereunder, in which event either party may request renegotiation of those remaining terms of this Franchise materially affected by such court's ruling.

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

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

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

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

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

Section 42 Miscellaneous.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPROVED:

_____

Eric Overholser, Mayor

ATTEST/AUTHENTICATED:

_____

Elizabeth Halili, City Clerk

APPROVED AS TO FORM:

_____

Kirk Ehlis, City Attorney

STATEMENT OF ACCEPTANCE

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

MASHELL TELECOM, INC. DBA LIGHTCURVE

By: _____ Date: _____

Name: _____

Title: _____

STATE OF _____)
)ss
COUNTY OF _____)

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

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

_____
Signature

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

MY COMMISION EXPIRES: _____

CITY OF BATTLE GROUND
STAFF REPORT

To:	Kris Swanson, City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	August 3, 2026
Proceeding Type:	Presentation
Subject:	Operations Center Expansion – Procurement Methods

Legislative History:	
• Presentation: • Presentation: • Presentation:	August 18, 2025 (Tour/Master Plan) June 1, 2026 (PW Priorities) August 3, 2026 (Procurement Methods)

Staff Report Summary

The city's Consultant, Otak, will present procurement options for the future expansion of the Operations Center.

Background

City staff worked with an Architect to come up with a Master Plan for the Operations Center to support the next 20-years of growth for the Public Works Department, which is related to the continued growth of the City.

Staff has previously provided information on the Master Plan. This presentation will provide council with options to procure construction at the site.

Goals and Objectives Relevance

N/A

Fiscal and Policy Implications

N/A

Options

N/A

Staff Recommendation

This presentation is intended to inform the City Council about procurement options for the Operations Center Expansion. There is no action that is necessary at this time.

Attachments

A.	Presentation

Legal Review

N/A

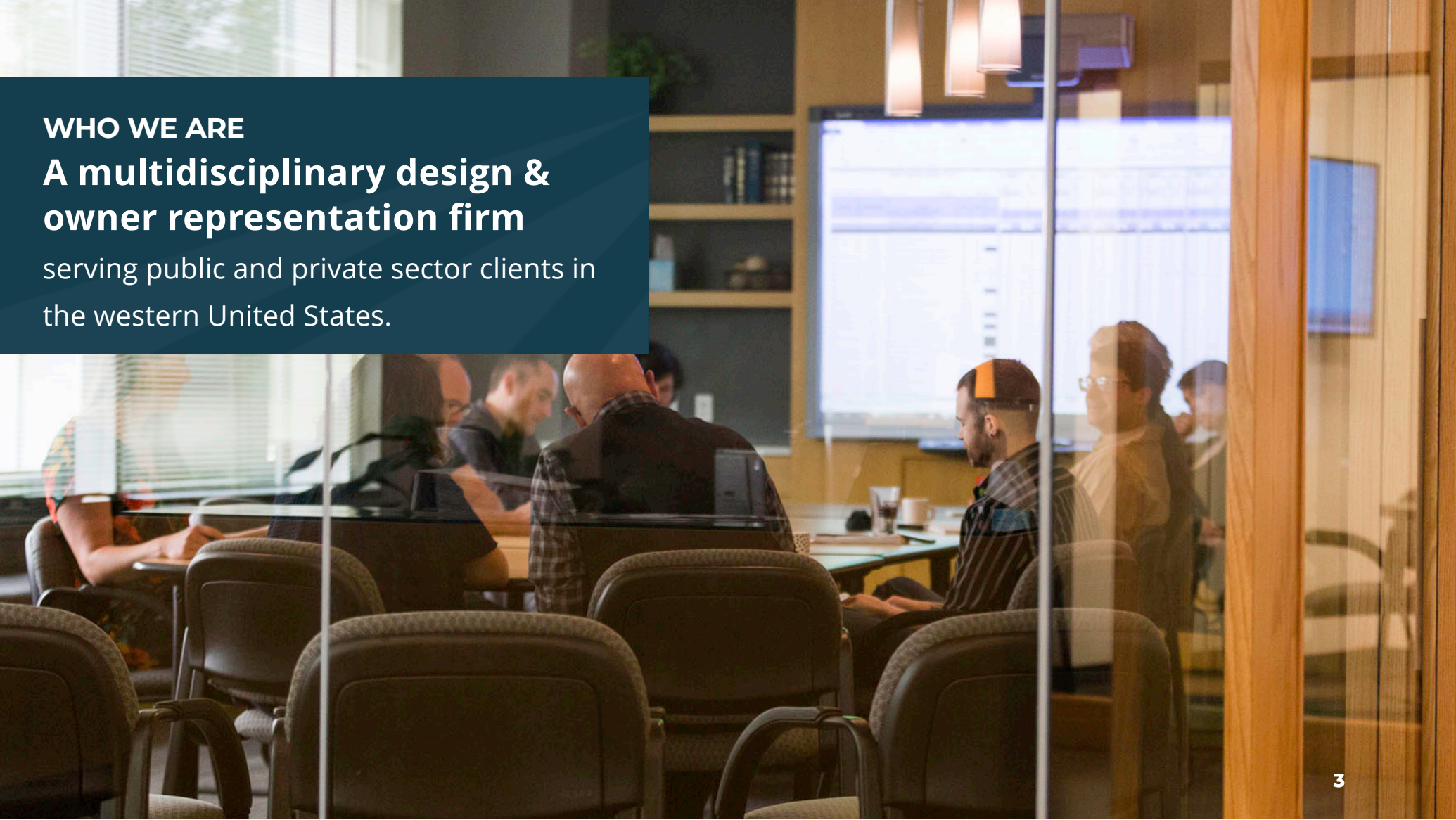


City of Battle Ground Operations Campus Expansion Project Delivery

August 2026

Agenda

1) Introduction to Otak
2) Session Goals
3) Project Delivery Model Overview
4) Washington State Process
5) Recommendations
6) Q&A



WHO WE ARE

A multidisciplinary design & owner representation firm

serving public and private sector clients in the western United States.

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT

What We Do



Architecture



Civil Engineering



Landscape Architecture



PM/CM Owner's Representative



Planning



Survey & Mapping



Transportation



Urban Design



Water & Natural Resources



Federal



International

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT

Our Team



Kevin Moisan

Client Services Mgr.
Otak



Andrew Lent

Project Manager
Otak



Mike Day

Sr. Technical Advisor
Otak



Shawn Klinkner

Business Unit Leader
Otak

Goals for Session

City Of Battle Ground Operations Center Expansion

- Overview: Project Delivery Models & their relationship to Cost, Schedule and Risk
- The Role of the Owner Advisor/Representative in Project Delivery
- City of Battle Ground Operations Center Expansion as a Case Study for GC/CM Delivery
- Recommendations



Project Delivery Models & their relationship to Cost, Schedule & Risk

Project Delivery Models

Why Consider Alternate Project Delivery

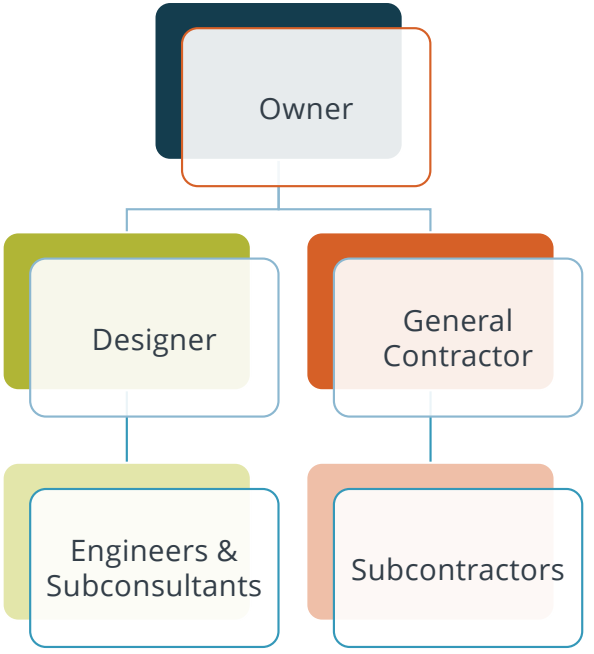
- Traditional Project Delivery makes sense when:
  - Projects are straightforward, limited in scope
  - Design drawings are complete; specifications are available, clear & enforceable
  - Risks are known in advance or are minimal (Owner carries the risk)
- Alternate Project Delivery has a higher value proposition when:
  - Projects are phased and occupied by staff
  - Schedule is material to Owner
  - Multiple scopes of work are necessary
  - Cost Assurance is needed by the Owner
  - Design can be informed by Trade Partnership/Field Constructability
  - Risk can be mutually shared between Owner & Contractor

Design-Bid-Build

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT

Models of Project Delivery: D/B/B

Understanding the defining factors between the methods

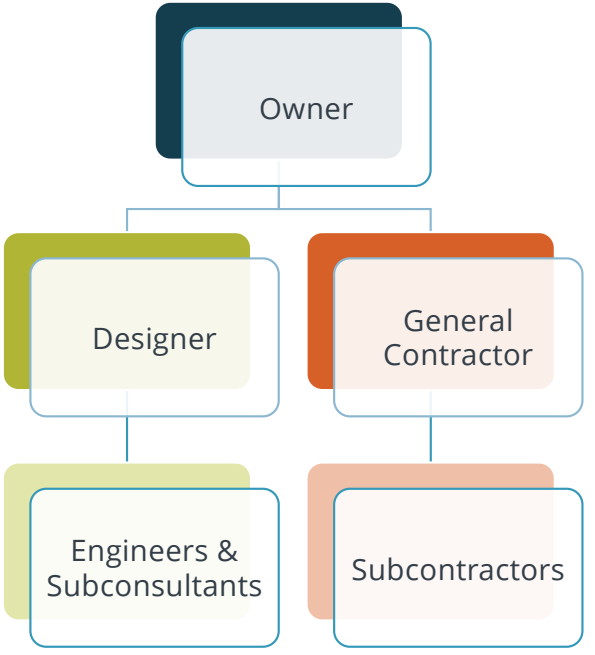


- **Characteristics**:
  Three linear phases (Design, Bid, Build)
  - Four Prime Players (Owner, Designer, Contractor)
  - Three Separate Contracts
    - (Owner-Designer)
    - (Owner-Contractor)
    - (Owner-Owner Representative, optional)

- **Responsibilities**:
  - **Owner** – Program, Finance, Mgmt
  - **Designer** – Plan + Spec preparation, normal services
  - **Contractor** – Prime and sub construction

Models of Project Delivery: D/B/B

Understanding the defining factors between the methods



Model Differentiators:

- Contract separately for Design & Construction
- Contractor selection based on **lowest responsive bid** with no requirements on qualifications beyond financial bonding capability
- No input from Contractor during design phase
- Most successful in **linear, non-complex** projects
- Construction cost is established **after** completion of design
- Implies perfection of design documents
- Any changes in design or schedule can be costly
- Possibility of claims, delays and litigation; have resulted in adversarial relationships between the parties
- Owner carries risk of performance and budget and manages all disputes

>> Hard bid doesn't guarantee lowest overall cost.

Design-Bid-Build Model Summary



Construction Drawings must be complete so they serve as explicit contract requirements. The less detailed the more risk the Owner is for Change Orders.



Process is Linear, no opportunities for management of long lead items so schedule vulnerable to material delays.



No contractor input during design because it creates unfair advantage.



More likely to be adversarial between the parties.



Low initial cost, **higher** final cost because Owner is responsible for change orders due to lack of plan details or unknown site conditions.



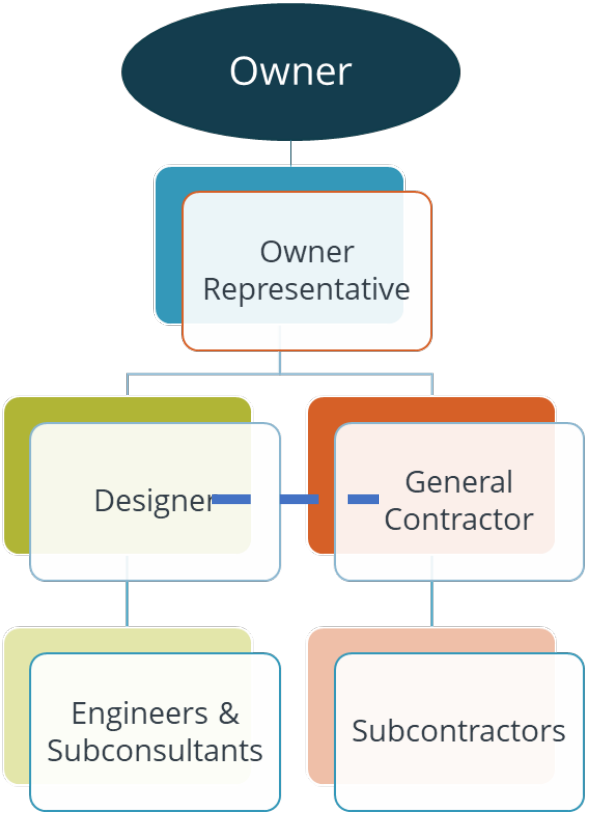
Owner self-manages design which can exacerbate design costs if inefficient or inexperienced.

GC/CM Project Delivery

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT

Models of Project Delivery: GC/CM

Understanding the defining factors between the methods



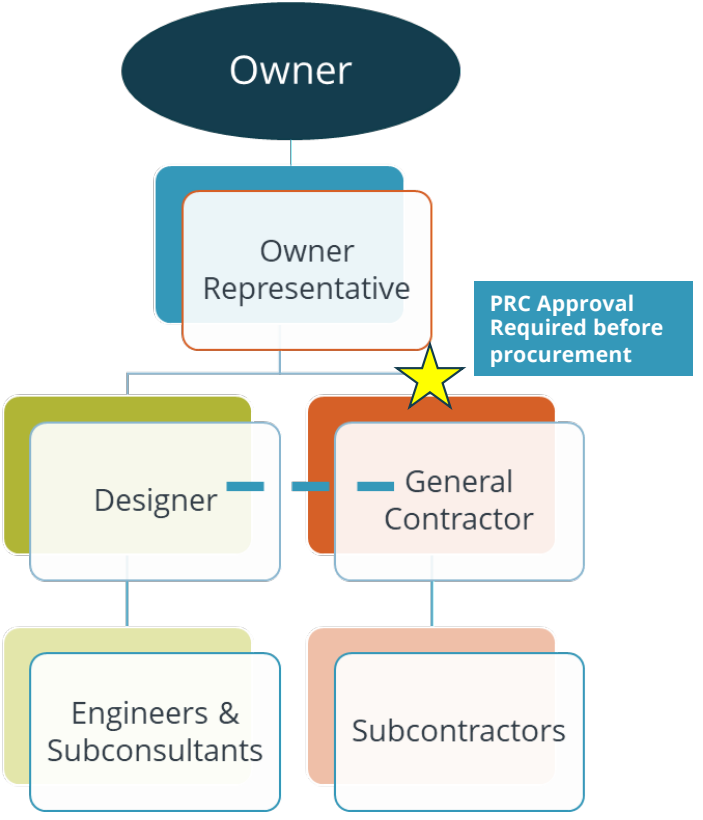
- **Characteristics**:
  Three phases:
  - Design/Preconstruction Svcs.,
  - Bidding
  - Building & closeout – may be fast tracked

  Four Prime Players
  - Three Separate Contracts
    - (Owner-Designer)
    - (Owner – GC/CM)
    - (Owner- Owner Representative)

- **Responsibilities**:
  - **Owner** – Program Definition, Finance
  - **Owner Representative**: Project charter, procurement, contract administration, design management, cost, schedule, risk management, construction & closeout management, occupancy planning & support.
  - **Designer** – All normal services
  - **Contractor** – provides **pre-construction services;** Secures trade partners essential to design collaboration; assists in constructability review and design assist role; is prime with the subcontractors.

Models of Project Delivery: GC/CM

Understanding the defining factors between the methods



Model Differentiators:

- PRC approval must be granted **before** procurement of the GC/CM.
- Designer and Contractor selection **based on qualifications** (potentially major subs as well); selection is made on **best value** to Owner
- Quantitative pricing component on General Conditions and Fee
- Collaborative between GC and Designer during preconstruction and design phase utilizing GC and key subcontractors in constructability assessment and design-assist role
- Use of Target Value Design to ensure budget and program are aligned
- Owner benefits from proactive Value Engineering and early approach development (identification of long lead items, risk identification)
- Provides contracting methodology for long lead Item procurement with MEP Trades, leading to schedule optimization
- Advantageous for projects with budget constraints, multiple phases, schedule constraints and technical complexity.
- Owner retains some risk with higher level of Owner Involvement through design phase, but risks are shared with Contractor the GMP model.
- Cost guarantees during design: GMP established early (50-75% of contract documents complete)

GC/CM Model Summary



Application for alternate delivery and PRC approval is required prior to procurement of General Contractor.



Contractor assumes some risk from owner through GMP using design contingency to address plan errors & omissions & unforeseen issues.



Reliable initial cost with GMP with savings reverting to client or options to “add-back” quality, while achieving target value



Early work agreements can mitigate schedule delays due to long lead materials. Shortest overall duration.



Project team efforts are more aligned towards collaboration through early involvement



Design is managed by Owner Rep and allows for stakeholder engagement, value engineering and approach innovation with GC/CM as design contributor

The Role of the Owner Representative

How Project Delivery influences role & outcomes

In GC/CM the role of the Owner Representative is crucial to creation of value for the client. **Proactive** project leadership is essential to optimizing value.

Project Chartering allows the onboarding of the Project Team into client project delivery goals, requirements and project delivery process lays foundations for success.

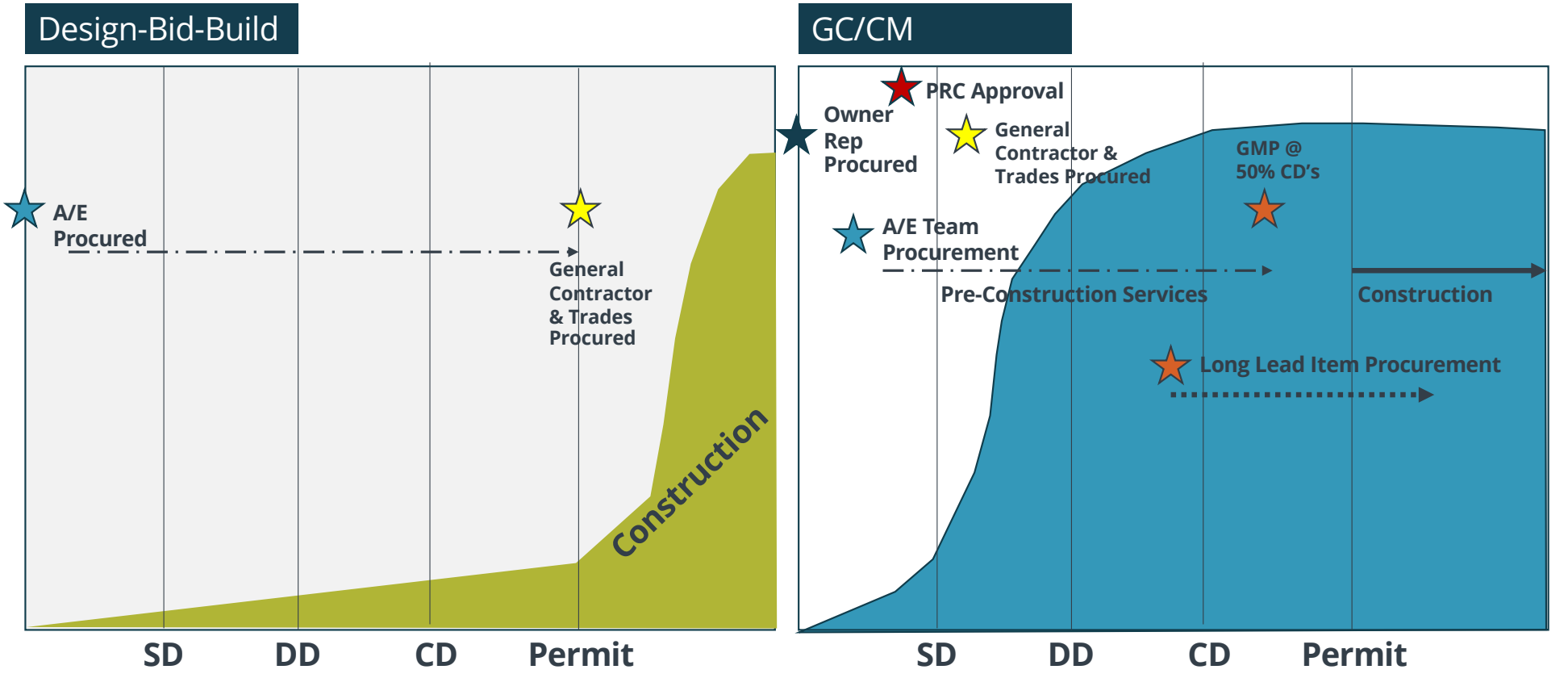
Value engineering isn't automatic. Proactive work and stage gating help ensure design achieves the Target Value Budget.

Quality Assurance begins in the design phase and shifts to quality control in construction. The Owner Rep helps keep the team calibrated to optimal outcomes for the Client in each phase.

Summary

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT

Traditional vs. GC/CM Project Delivery



Collaborative Project Delivery

Assembling ingredients for success in GC/CM project delivery

- Project team is highly aligned and contractually structured to work together in the owner interest
- Collaborative decision making
- Fiscal transparency
- Elimination of overlap in services
- Early involvement of key participants
- Dynamic Cost Modeling
- Target Value Design
- Improved constructability, virtual design & construction
- Team serves as incubator of innovation



Setting up Success in Team Outcomes

Clearly define value for the Owner and onboard the team into it. Create an incubator of innovation and improve reliability of outcomes

Increase relatedness & trust between the Owner, Designer & Contractor throughout the project life cycle



Reduce waste in the schedule; Leverage the team to create the most efficient approach; strategically overlap the phases of the project.

Stay true to design intent & long-term goals for Operations & Maintenance; Leverage team problem solving, learning and action producing high value for the Owner

Optimize opportunities for Cost Management through qualified competition, proactive Target Value Design & Cost Management principles



Assessing the Operations Center Expansion for Alternative Delivery

Our Understanding of Project Phasing

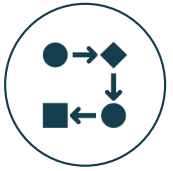
City of Battle Ground
Public Works Campus Expansion

PROJECTS	EXPERIENCE	
	Phase 1	Phase 2
Admin/Ops Addition & Remodel & Parking Expansion	●	
Enclosed Warehouse & Shops	●	
Fleet Maintenance Building		●
Relocated Vactor Parking		●
Covered Vehicle & Material Storage		●
Shop Storage Canopy	●	
Police Storage, Enclosed & Vehicle Storage		●
Covered Site Storage Areas		●

Owner Requirements:

- Temporary Facilities for all staff and secure police storage during Phase I and II of the project
- Meet goals for Phase I budget thresholds
- Equip campus with Emergency Power
- Meet goals for operations and maintenance, sustainability and fiscal stewardship
- Prepare site for integration with COBG plans for Access Control and Site Security & lighting
- Set up site for modular furniture & FF&E
- If there is support, consider ways to set up project for Phase II.

Feasibility Analysis & Risk Assessment



Complex Phasing Requirements



Site Stormwater Needs Re-assessment



Undocumented Fill on Site & Wetland Mitigation



Relocated Building Condition Remediation



Need to Maintain Operations



Long Lead Items in Forecasted Program of Work



Site Circulation Complexity



Futureproofing the Investment to Last

Alternate Project Delivery Approval

Washington State Process Overview with Project Review Committee (PRC)



- *Project Information*
- *Justification of Benefit*
- *Team Qualifications*

- *Due between the 15 – 20th of the month*
- *Certification must be active*

- *Committee reviews application*
- *Clarifications made (if needed)*

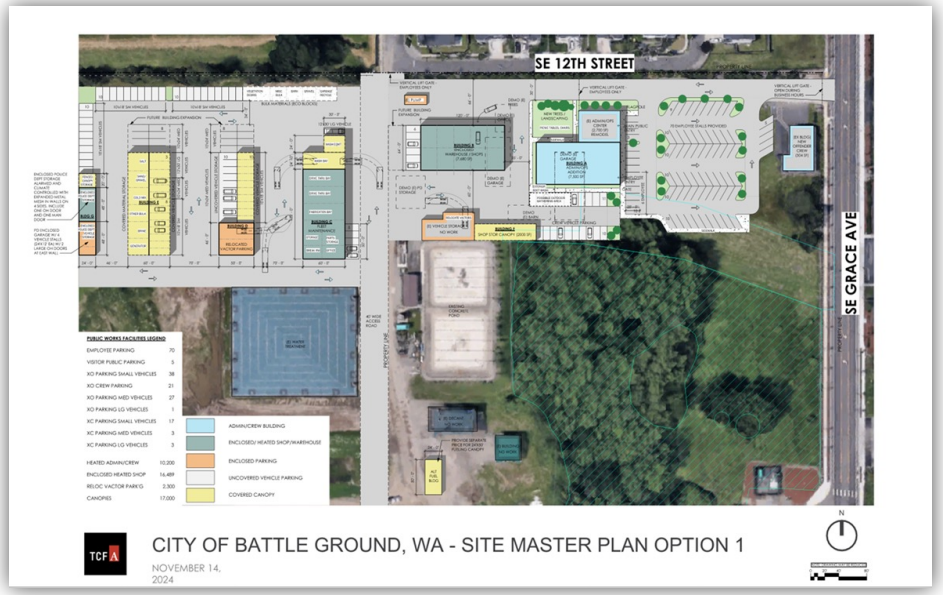
- *Project Presentation*
- *Q&A*
- *Public comment period*

- *Final decision rendering within 10 days of presentation*

Following project completion, the Owner Rep assists the city with reporting back to the PRC on the results of the alternative project delivery.

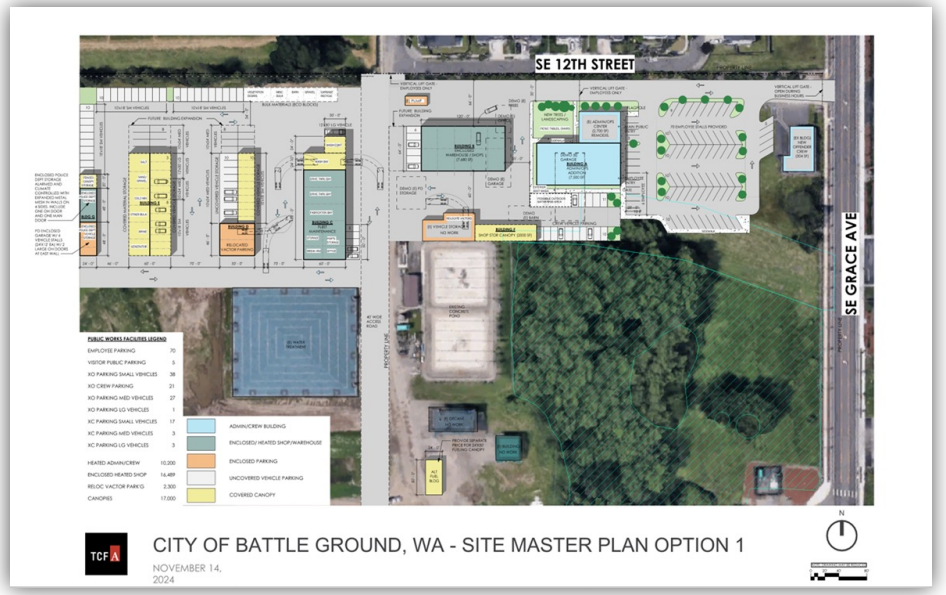
Issues to Consider

Are the criteria present which would warrant alternative delivery?



- ☑ Project Phasing & Complexity
- ☑ Level of Stakeholder engagement in design & construction
- ☑ Need for Owner control of the design
- ☑ Land Use and Entitlement process
- ☑ Schedule Savings Opportunity (long lead item procurement)
- ☑ Opportunity for Value Engineering
- ☑ Cost and Construction Management
- ☑ Quality Assurance
- ☑ Change Management
- ☑ Owner Risk Tolerance & Cost Assurance

Pressures which drive a need for a Collaborative model



- ☑ Opportunity to reduce waste
- ☑ Owner Demand for greater value proposition & cost certainty
- ☑ Reduction of Owner Risk – Shared risk model
- ☑ Sustainability for Operations & Maintenance
- ☑ Introduction of Efficiency into Design & Construction
- ☑ Schedule compression
- ☑ Proactive Budget and Design Alignment
- ☑ Transition to Operations & Maintenance “hand off”

Project Delivery Recommendations



Following review of project documents, conducting feasibility and risk analysis, Otak CPM **recommends** the City of Battle Ground Operations Campus Expansion for GC/CM Alternative Delivery.



Discussion & Questions

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT



Thank You!

Otak CPM has completed over $5 billion dollars of capital project delivery using collaborative project delivery methodologies in the last 7+ years

We would be **honored** to assist the City with its plans to expand the Operations Center Campus!

Otak CPM COMPREHENSIVE PROJECT MANAGEMENT

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