BATTLE GROUND CITY COUNCIL AGENDA
MONDAY, OCTOBER 19, 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 generally limited to three (3) minutes per person; however, the Mayor may adjust this time to ensure the meeting proceeds in an orderly and timely manner. Please submit written comments to the City Clerk's Office at least six (6) hours prior to the meeting with the heading "Public Comment for disbursement to the City Council."

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

Study Session

STUDY SESSION – 6:00 P.M.

Topic: Comprehensive Plan Update

Presented By: *Community Development Director Kristin Lehto, Public Works Director Mark Herceg, and Planning Supervisor Sam Crummett.*

Summary: *The City Council will receive a presentation regarding the City of Battle Ground's periodic update to its Comprehensive Plan (2025-2045).*

City Council Meeting Agenda

CALL TO ORDER – 7:00 P.M.

INVOCATION

The invocation roster is full for 2026 and 2027. New requests will be accepted beginning June 2027 for openings in 2028.
Members of the public who wish to offer an invocation, brief statement, or moment of silence may submit an Invocation Request Form.
Requests are scheduled on a first-come, first-served basis in accordance with the City Council Meeting Invocation Policy (Resolution 26-04).

PLEDGE OF ALLEGIANCE

ROLL CALL

SUMMARY REPORTS AND PRESENTATIONS

Councilmember Reports
Mayor's Report

- October 2026, BiG Heart Citizen Recognition Award: Camp Hope of Southwest Washington
- Parks & Community Engagement Advisory (PACE) Board Appointment to Position #7: Jody Shaw, unexpired term ending December 31, 2027, and subsequent 3-Year term from January 1, 2027 – December 31, 2029
- LEOFF-1 Disability Board Council Liaison Re-Appointment to Position #1: Deputy Mayor Vaile, 2-Year Term from January 1, 2027 – December 31, 2028

Presentations

MOTION TO APPROVE AGENDA

CITIZEN'S COMMUNICATIONS

CONSENT AGENDA

All items listed below are considered routine and will be approved through a single motion, unless a Councilmember requests that an item be removed from the Consent Agenda for separate consideration prior to the vote on its adoption.

- **A.** City Council Regular Meeting Minutes of October 5, 2026
- **B.** Claim Vouchers dated 10/02/2026 #100930-#100963, in the amount of $975,802.10
- **C.** Claim Vouchers dated 10/12/2026 #100964-#101003, and Bank Drafts, in the amount of $1,961,475.96
- **D.** Payroll dated 10/09/2026, vouchers #29384-#29386 in the amount of $1,826.60 and direct deposits of $316,559.79 for a total payroll of $318,386.39
- **E.** SE Grace Avenue Phase 2 – Right of Way (ROW) Purchase Approval – Thomas
- **F.** Gordy Jolma Family Natural Area (GJFNA) – Public Trail and Access Easement
- **G.** SW Eaton Boulevard Improvements – Local Agency Agreement Supplement with WSDOT
- **H.** Preliminary Budget – Set Public Hearings
- **I.** W 15th Avenue/W Main Street Intersection Improvements – Bid Award
- **J.** Police Radio Purchase with Clark Regional Emergency Service Agency (CRESA) – Bulk Order
- **K.** Ordinance No. 2026-23 Battle Ground Comprehensive Plan – Set Public Hearing
- **L.** Ordinance No. 2026-24 Comprehensive Stormwater Master Plan Update – Set Public Hearing
- **M.** Ordinance No. 2026-25 Transportation System Plan Update – Set Public Hearing
- **N.** Ordinance No. 2026-26 Facilities Master Plan Update – Set Public Hearing
- **O.** Ordinance No. 2026-27 Hockinson School District Capital Facilities Plan – Set Public Hearing
- **P.** Ordinance No. 2026-29 Master Planned Developments – Set Public Hearing
- **Q.** Ordinance No. 2026-30 Winters Rezone Request – Set Public Hearing

BUSINESS

2026 Q3 Financial Review

Presented By*: Finance and Information Technologies Director Meagan Lowery*

Summary: *The City Council will be presented with an overview of the city's 2026 third quarterly financial performance.*

Ordinance No. 2026-28 Amending Battle Ground Municipal Code (BGMC) Chapter 12.108 Maintenance of Sidewalks: Presentation/Set Public Hearing

Presented By*: Public Works Director Mark Herceg*

Summary: *The City Council will receive a presentation on proposed updates to the City's sidewalk code, including a sidewalk assistance program, and consider setting a Public Hearing for the November 16, 2026, Regular Meeting to receive testimony on Ordinance No. 2026-28, amending BGMC Chapter 12.108 Maintenance of Sidewalks.*

Community Development Block Grant (CDBG) Project Proposals: Presentation

Presented By*: Public Works Director Mark Herceg*

Summary: *The City Council will receive a presentation regarding this year's Community Development Block Grant (CDBG) program including additional projects that were discussed at the October 5, 2026, City Council Regular Meeting.*

ADMINISTRATIVE REPORTS

COUNCIL COMMUNICATIONS

EXECUTIVE SESSION

Pursuant to RCW 42.30.110(1)(i), the City Council will enter an Executive Session to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. The Session is anticipated to last thirty (30) minutes with no action to follow.

ADJOURNMENT

NEXT MEETING DATE: Monday, November 2, 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

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Kristin Lehto, Community Development Director
	Mark Herceg, Public Works Director
	Sam Crummett, Planning Supervisor
Date:	October 19, 2026
Proceeding Type:	Study Session
Subject:	Comprehensive Plan Update

Legislative History:	
• Work Session:	October 19, 2026

Staff Report Summary

The Public Works Director, Community Development Director and Planning Supervisor will provide City Council with a presentation related to City of Battle Ground's periodic update to its Comprehensive Plan (2025-2045).

Background

Battle Ground is nearing completion of the periodic update to its Comprehensive Plan (2025–2045). Every 10 years, under the Growth Management Act (GMA), cities and counties must complete a major update to their Comprehensive Plans. The Comprehensive Plan serves as a 20-year vision and roadmap for how Battle Ground will develop over the next 20 years.

A variety of capital plans support the Comprehensive Plan and will also be covered during our presentation:

- City of Battle Ground Transportation Plan, December 2025
- City of Battle Ground Facilities Master Plan, 2026 – 2046
- City of Battle Ground Comprehensive Stormwater Master Plan, 2025 – 2045
- Hockinson School District Capital Facilities Plan, 2025 – 2031

Fiscal and Policy Implications
N/A, at this time

Goals & Objectives

N/A, at this time

Options

N/A, at this time

Staff Recommendation

This presentation is for information only.

Attachments

See the link to review all of the following plans:

https://cityofbg.box.com/s/9z7awig7lnocyld7n0s23148y4rq4s7t

- The City of Battle Ground Comprehensive Plan (2025 – 2045):
- City of Battle Ground Transportation Plan, December 2025
- City of Battle Ground Facilities Master Plan, 2026 – 2046
- City of Battle Ground Comprehensive Stormwater Master Plan, 2025 – 2045
- Hockinson School District Capital Facilities Plan, 2025 – 2031

Legal Review

N/A, at this time

Battle Ground City Council Meeting Minutes
Monday, October 5, 2026

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

INVOCATION
Pursuant to Resolution 26-04, the Invocation was provided by Bast Sekhmet, Satanic Temple

PLEDGE OF ALLEGIANCE:
The Pledge of Allegiance was recited.

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

COUNCIL: Mayor Eric Overholser, Deputy Mayor Aimee Vaile, and Councilmembers, Troy McCoy, Victoria Ferrer, Shane Bowman, Jeanie Kuypers and Brian Munson

ABSENT: None

STAFF: Acting Interim City Manager Robert Ferrier, Finance and Information Services Director Meagan Lowery, Community Development Director Kristin Lehto, Public Works Director Mark Herceg, Police Chief Dennis Flynn, Acting City Attorney Hillary Evans (via Zoom), Communications Manager/Public Information Officer Alisha Smith, City Clerk Elizabeth Halili, and Executive Assistant Kelly Jensen.

SUMMARY REPORTS AND PRESENTATIONS **7:04 p.m.**

Councilmember Reports:

- *Councilmember Kuypers*
  - *Provided a report regarding the recent Governance Manual Review Committee meeting. Councilmember Kuypers sought direction and consensus on the following topics:*
    - *Study Session and Regular Meeting Scheduling Options*
      Discussion was held by the Council

    CONSENSUS was reached by Council in favor of incorporating the Study Session into the Regular Meeting with the meeting starting at 6:00 p.m.

    - *Shall the adjustment of total time for public comments and individual speaker time limits be set by the Mayor with confirmation by Council?*
      Discussion was held by Council.

- *Councilmember McCoy:*
    - *Reported on the recent Columbia River Economic Development Council (CREDC) meeting. Noted that, with the City's Growth Management Act (GMA) expansion now approved, he is requesting Council direction for staff to compile a list of economically viable parcels—including zoning information and potential development options—for presentation to the CREDC.*
    - *Reported on the recent Regional Transportation Council meeting.*

      The Council discussed Councilmember McCoy's request regarding the CREDC land-expansion options.
      Community Development Director Kristin Lehto responded to questions from the Council.

Mayor's Report:

- *None*

Presentations:

- *None*

MOTION TO APPROVE AGENDA **7:20 p.m.**

MOTION: Councilmember Bowman moved to approve the meeting agenda as presented.
SECOND: Councilmember Kuypers
VOTE: Motion Carried 7-0

CITIZEN'S COMMUNICATIONS **7:21 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.

Mayor Overholser opened the floor for public comment at 7:23 p.m.

- *Judy Blevens provided public comment*
- *Shirley Waltz provided public comment*
- *Colleen Eubanks provided public comment*
- *David Terry provided public comment*
- *Jessica Cole provided public comment*
- *Wynn Grcich provided public comment and handouts to the Council*
- *Baer Dobson provided public comment*
- *Courtney Hendricks provided public comment*

CONSENT AGENDA **7:46 p.m.**

A. City Council Regular Meeting Minutes of September 21, 2026
B. Claim Vouchers dated 09/18/2026 #100843-#100883, and Bank Drafts, in the amount of $801,492.11
C. Claim Vouchers dated 09/25/2026 #100884-#100929, and Bank Drafts, in the amount of $821,197.48
D. Payroll dated 09/25/2026, vouchers #29380-#29383 in the amount of $2,749.39 and direct deposits of $332,901.77 for a total payroll of $335,651.16
E. 2027-2031 Interlocal Agreement with Skamania County for Incarceration Services

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

PUBLIC HEARING **7:47 p.m.**

Ordinance No. 2026-18 Municipal Code Amendments: Chapter 3.04 Funds: Public Hearing/Motion
***Presented By*:** *Finance and Information Services Director Meagan Lowery*
Summary: *The council heard public testimony, received a presentation, and considered approval of Ordinance 2026-18 Amending Battle Ground Municipal Code Chapter 3.04 Funds.*

Finance and Information Services Director Meagan Lowery provided a brief presentation

Mayor Overholser opened the public hearing at 7:48 p.m.

- *Jessica Cole of Battle Ground provided public testimony.*
- *Tracie Guthrie of Battle Ground provided public testimony*
  Director Lowery responded to questions.

Mayor Overholser closed the public hearing at 7:51 p.m.

City Clerk Halili read the Title of Ordinance 2026-18

MOTION: Councilmember Munson moved to adopt Ordinance No. 2026-18 amending the Battle Ground Municipal Code Chapter 3.04 Funds as presented.
SECOND: Deputy Mayor Vaile
The Council discussed the motion.
ROLL CALL VOTE: Motion Carried 7-0
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson
NAYS: None.

Ordinance No. 2026-19 Municipal Code Amendments: Chapter 13.05.100 Adjustment of Utility Bills: Public Hearing/Motion
***Presented By*:** *Finance and Information Services Director Meagan Lowery*
Summary: *The council heard public testimony, received a presentation, and considered approval of Ordinance 2026-19 Amending Battle Ground Municipal Code Chapter 13.05.100 Adjustment of Utility Bills.*

Finance and Information Services Director Meagan Lowery provided a brief presentation

Mayor Overholser opened the public hearing at 7:54 p.m.

- *None provided public testimony.*

Mayor Overholser closed the public hearing at 7:54 p.m.

City Clerk Halili read the Title of Ordinance 2026-19
The Council discussed the presentation
Director Lowery responded to questions from the Council.

MOTION: Deputy Mayor Vaile moved to adopt Ordinance No. 2026-19 amending Battle Ground Municipal Code Chapter 13.05.100 Adjustment of Utility Bills as presented.

SECOND: Councilmember Kuypers
The Council discussed the motion.
ROLL CALL VOTE: Motion Carried 7-0
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson
NAYS: None.

EXECUTIVE SESSION **8:05 p.m.**

Mayor Overholser announced that pursuant to RCW 42.30.110(1)(i), the City Council would enter an Executive Session to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. Mayor Overholser stated the Executive Session would last ten (10) minutes, beginning at 8:07 pm and ending at 8:17 pm with no action to follow.

Mayor Overholser recessed the Regular Meeting at 8:05 p.m.
The City Council, Deputy City Manager Robert Ferrier, Community Development Director Lehto, and City Attorney Hillary Evans entered the Executive Session at 8:07 p.m.

The Council re-entered the Chambers at 8:17 p.m.
Mayor Overholser reconvened the Regular Meeting at 8:17 p.m.

BUSINESS **8:17 p.m.**

Ordinance No. 2026-21 Imposing an Immediate Six-Month Citywide Moratorium on Development Applications and Permits Relating to the Redevelopment of Existing Mobile Home or Manufactured Home Parks to Allow the City to Review Options, Policies, and Draft Regulations for the Preservation of Existing Mobile Home and Manufactured Home Parks: Presentation/Motion/Set Public Hearing
Presented By*: Community Development Director Kristin Lehto*
Summary: *The City Council received a presentation regarding the adoption of Ordinance No. 2026-21 imposing an immediate six-month moratorium on development applications and permits relating to the redevelopment of existing mobile homes or manufactured home parks. Pursuant to RCW 36.70A.390, the Council set a full public hearing on the ordinance for November 16, 2026.*

Community Development Director Kristin Lehto provided a brief presentation.
City Clerk Elizabeth Halili read the title of Ordinance No. 2026-21

MOTION: Mayor Overholser moved adopt Ordinance 2026-21 imposing an immediate six-month citywide moratorium on development applications and permits relating to the redevelopment of existing mobile home or manufactured home parks and to set a Public Hearing to hear public testimony on the Ordinance for November 16, 2026, to comply with the requirements of RCW 36.760A.390.
SECOND: Councilmember Munson
ROLL CALL VOTE: Motion Carried 7-0
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember McCoy, Councilmember Bowman, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson
NAYS: None.

City Manager Executive Search: Presentation
Presented By: *Deputy City Manager Robert Ferrier*
Summary: *The City Council received a presentation regarding seven proposals from executive search firms for the City Manager Recruitment and provided direction to staff.*

Deputy City Manager Robert Ferrier provided a brief presentation.
Councilmember Kuypers recommended that the Council select GMP Consultants to support the development of a consistent, objective, and professional process for evaluating qualified internal candidates prior to initiating a full external recruitment. She further recommended that the Council direct staff to request a revised scope of work and fee proposal from GMP Consultants, focused initially on the following elements:

- *Leadership Needs Assessment*
- *Position Qualifications and Expectations*
- *Internal Candidate Evaluation*
- *Council Review and Approval*
- *First-Year Leadership Plan*
- *External Recruitment, if necessary*

Discussion was held by Council.

MOTION: Councilmember Kuypers moved to direct staff to go back to GMP and obtain a revised scope of work that the council can look at based on the recommendations that I provided. And when we get that, then we basically would have the revised scope and this current scope and dollar amount, and the Council can then determine if they're wanting to jump in with a full-fledged external and internal or if they want to go with the internal only.
SECOND: Councilmember Munson
VOTE: Motion Carried 5-2
AYES: Mayor Overholser, Deputy Mayor Vaile, Councilmember Ferrer, Councilmember Kuypers, Councilmember Munson
NAYS: Councilmember McCoy, Councilmember Bowman

Ordinance No. 2026-20 Municipal Code Amendments: Chapter 3.32 Utility Tax: Presentation/Set Public Hearing
Presented By: *Finance and Information Services Director Meagan Lowery*
Summary: *The City Council received a presentation and considered setting a Public Hearing for Noevmeber 2, 2026, Regular City Council Meeting to hear testimony regarding Ordinance No. 20026-20, which would amend the name of the BGMC Chapter 3.32 and provide a definition section clarifying what constitutes "gross revenue".*

Finance and Information Services Director Lowery provided a brief presentation.
City Clerk Halili read the Title of Ordinance No. 2026-20

MOTION: Councilmember McCoy moved to set a Public Hearing for the November 2, 2026, Regular City Council Meeting to hear testimony regarding Ordinance No. 2026-20.
SECOND: Councilmember Ferrer
VOTE: Motion Carried 7-0

Resolution No. 26-07 General Fund – Unrestricted Fund Balance: Presentation/Motion
Presented By: *Finance and Information Services Director Meagan Lowery*
Summary: *The City Council received a presentation and considered adoption of Resolution No. 26-07 which*

amends the policy and method for determining the appropriate level of unrestricted fund balance of the general fund.

Finance and Information Services Director Meagan Lowery provided a brief presentation

MOTION: Councilmember Munson moved to approve Resolution No. 26-07 General Fund Unrestricted Fund Balance as presented.
SECOND: Deputy Mayor Vaile
VOTE: Motion Carried 7-0

Community Development Block Grant (CDBG) Project Proposals: Presentation/Set Public Hearing
Presented By: *Public Works Director Mark Herceg*
Summary: *The City Council received a presentation and considered setting a Public Hearing to hear testimony regarding the Community Development Block Grant (CDBG) Project Proposals.*

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

MOTION: Councilmember Bowman moved to set a Public Hearing for the November 2, 2026, Regular City Council Meeting to hear testimony regarding the CDBG Project Proposals.
SECOND: Councilmember Munson
VOTE: Motion Carried 7-0

ADMINISTRATIVE REPORTS **9:09 p.m.**

- *Deputy City Manager Robert Ferrier reported that the third session of Battle Ground University was held on Tuesday, September 29, 2026, with a focus on Public Works. The next session is scheduled for Tuesday, October 13, 2026.*
- *City Clerk Elizabeth Halili provided the Annual JLARC Report Update for 2025*
  The Council discussed the presentation
  City Clerk Halili responded to questions from the Council

COUNCIL COMMUNICATIONS **9:25 p.m.**

- *Councilmember McCoy:*
  - *Recognized Community Development Department staff, including Director Lehto and Planning Supervisor Samuel Crummet, for getting the GMA past the finish line.*

- *Councilmember Bowman:*
  - *Requested information on the percentage decrease in assessed value and the corresponding dollar impact to the City of Battle Ground.*
    Finance and Information Services Director Meagan Lowery responded to the question.

- *Mayor Overholser:*
  - *Thanked Community Development Department staff for their work on the GMA.*

EXECUTIVE SESSION **9:29 p.m.**

Mayor Overholser announced that pursuant to RCW 42.30.110(1)(f), the City Council would enter an Executive Session to receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer, a public hearing or meeting open to the public shall be conducted upon such complaint or charge. Mayor Overholser stated the Executive Session would last five (5) minutes, beginning at 9:31 pm and ending at 9:36 pm with Possible action to follow.

The Council, Deputy City Manager Robert Ferrier, and City Attorney Hillary Evans entered the Executive Session at 9:31 p.m.

Mayor Overholser re-entered the Chambers at 9:36 p.m. and announced the executive session would be extended for an additional ten (10) minutes ending at 9:47 p.m.

Mayor Overholser re-entered the Chambers at 9:47 p.m. and announced the executive session would be extended for an additional thirteen (13) minutes ending at 10:00 p.m.

The Council re-entered the Chambers at 10:00 p.m.
Mayor Overholser reconvened the Regular Meeting at 10:00 p.m.

No action was taken

ADJOURNMENT

The regular meeting was adjourned at 10:00 p.m.

Next Meeting Date: Monday, October 19, 2026 – Study Session at 6:00 p.m. - Regular meeting at 7:00 p.m.

Eric Overholser	Elizabeth Halili
Mayor	City Clerk

Date of approval by the City Council: October 19, 2026

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

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- Ang impormasyon ay makukuha sa Tagalog sa pamamagitan ng kahilingan sa *cityclerk.info@cityofbg.org*
- Gửi yêu cầu nhận thông tin sẵn có bằng tiếng Việt đến *cityclerk.info@cityofbg.org*

CITY OF BATTLE GROUND
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 $975,802.10 ON THIS, THE 2ND DAY OF OCTOBER, 2026.

	ACCTG DATE	AMOUNT	
100930-100963	09/28/2026	$ 975,802.10	REGULAR AP
		$ 975,802.10	

Battle Ground, WA

Check Register

Packet: APPKT05469 - R AP 09/28/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
04290	AFNW - AIR FILTERS NORTHWEST LL	09/28/2026	Regular	0.00	1,872.35	100930
00075	AKS ENGINEERING & FORESTRY	09/28/2026	Regular	0.00	4,587.50	100931
00107	ALPHA IMPRESSIONS, INC	09/28/2026	Regular	0.00	4,504.25	100932
03133	BRAD PIESCH AGGRESSIVE ENTERPR	09/28/2026	Regular	0.00	71.25	100933
00869	CLARK COUNTY FIRE DISTRICT 5	09/28/2026	Regular	0.00	1,392.72	100934
00512	CLARK COUNTY TREASURER	09/28/2026	Regular	0.00	920.31	100935
00515	CLARK PUBLIC UTILITIES	09/28/2026	Regular	0.00	41,678.72	100936
03270	COLE, DHARMA	09/28/2026	Regular	0.00	789.85	100937
02557	CORE & MAIN LP	09/28/2026	Regular	0.00	1,168.36	100938
04559	DADY, SCOTT	09/28/2026	Regular	0.00	750.00	100939
03587	EPIC LAND SOLUTIONS, INC	09/28/2026	Regular	0.00	551.48	100940
04106	GEORGESON, AMY	09/28/2026	Regular	0.00	69.77	100941
04560	GRAYBILL, JOELLEN	09/28/2026	Regular	0.00	750.00	100942
03695	HERC RENTALS INC	09/28/2026	Regular	0.00	1,024.85	100943
01192	J2 BLUE PRINT SUPPLY CO	09/28/2026	Regular	0.00	212.36	100944
04561	JACKY, TANYA	09/28/2026	Regular	0.00	912.50	100945
04558	JOSEPH WAGNER LAW OFFICE PLLC	09/28/2026	Regular	0.00	7,000.00	100946
04562	KOENEN, SHANON	09/28/2026	Regular	0.00	750.00	100947
02988	MARTA L. OCHOA-RUTHERFORD	09/28/2026	Regular	0.00	173.34	100948
01447	METROWATCH	09/28/2026	Regular	0.00	824.19	100949
03029	NEW DAY ARBORIST	09/28/2026	Regular	0.00	1,542.92	100950
02855	NORTH FORK LANDSCAPE - NW BARI	09/28/2026	Regular	0.00	3,285.47	100951
02845	PAUL DAVIS	09/28/2026	Regular	0.00	319.80	100952
01728	PBS ENGINEERING & ENVIRONMENT	09/28/2026	Regular	0.00	7,462.70	100953
04274	POINT MONITOR CORPORATION	09/28/2026	Regular	0.00	392.04	100954
01907	RICOH USA INC	09/28/2026	Regular	0.00	491.15	100955
00930	RICOH USA, INC	09/28/2026	Regular	0.00	183.33	100956
04422	ROBERTSON FICK ENGINEERING, PC	09/28/2026	Regular	0.00	2,090.00	100957
02067	SOUTHWEST CLEAN AIR AGENCY	09/28/2026	Regular	0.00	14,380.80	100958
02585	TAPANI INC	09/28/2026	Regular	0.00	220.00	100959
02319	VAN CLEAVE & ASSOCIATES, LLC	09/28/2026	Regular	0.00	1,176.12	100960
04519	VIQ SOLUTIONS, INC	09/28/2026	Regular	0.00	86.80	100961
02419	WASHINGTON STATE PATROL	09/28/2026	Regular	0.00	600.00	100962
03355	WESTERN UNITED CIVIL GROUP LLC	09/28/2026	Regular	0.00	873,330.02	100963
04226	DELTA DENTAL OF WASHINGTON	09/28/2026	Bank Draft	0.00	237.15	DFT0003181

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	53	34	0.00	975,564.95
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	237.15
EFT's	0	0	0.00	0.00
	54	**35**	**0.00**	**975,802.10**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	9/2026	975,802.10
			975,802.10

CITY OF BATTLE GROUND
CLAIMS VOUCHER APPROVAL

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

Meagan Lowery
FINANCE DIRECTOR

Alex Richter
ACCOUNTS PAYABLE

THE FINANCE DIRECTOR OF THE CITY OF BATTLE GROUND, WASHINGTON, HEREBY SUBMITS TO CITY COUNCIL THE CHECKS AND BANK DRAFTS BELOW, PREPARED FOR PAYMENT IN THE AMOUNT OF $1,961,475.96 ON THIS, THE 9TH DAY OF OCTOBER, 2026.

	ACCTG DATE	AMOUNT	
100964-100998	10/05/2026	$ 1,547,253.87	REGULAR AP
100999-101003	10/09/2026	$ 19,124.01	PAYROLL AP
BANK DRAFT	10/09/2026	$ 378,301.91	PAYROLL AP
BANK DRAFT	10/07/2026	$ 16,796.17	FUEL AP
		$ 1,961,475.96	



Battle Ground, WA

Check Register

Packet: APPKT05485 - R AP 10/05/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00218	AWC EMPLOYEE BENEFIT TRUST	10/05/2026	Regular	0.00	1,150.67	100964
00324	BRANDON C. CAMPBELL	10/05/2026	Regular	0.00	3,300.00	100965
00344	BSK ASSOCIATES	10/05/2026	Regular	0.00	2,844.00	100966
00351	BUILDING MAINTENANCE SOLUTION	10/05/2026	Regular	0.00	5,373.53	100967
03055	CASCADE INDUSTRIAL SERVICES, LLC	10/05/2026	Regular	0.00	72,681.61	100968
03311	CENTRALSQUARE TECHNOLOGIES, LI	10/05/2026	Regular	0.00	26,562.46	100969
00428	CFM STRATEGIC COMMUNICATIONS	10/05/2026	Regular	0.00	4,680.00	100970
00868	CLARK COUNTY FIRE DISTRICT 3	10/05/2026	Regular	0.00	9,198.97	100971
00512	CLARK COUNTY TREASURER	10/05/2026	Regular	0.00	31,682.96	100972
04206	COLUMBIA POLICY ADVISORS	10/05/2026	Regular	0.00	4,017.00	100973
00574	CONSOLIDATED SUPPLY CO.	10/05/2026	Regular	0.00	2,408.13	100974
01497	CONSOR NORTH AMERICA INC	10/05/2026	Regular	0.00	22,748.97	100975
00646	DATABAR	10/05/2026	Regular	0.00	1,244.47	100976
03555	FAULKNER, MATT	10/05/2026	Regular	0.00	136.00	100977
04565	GUTIERREZ DIAZ, MARIA	10/05/2026	Regular	0.00	800.00	100978
00993	H.D. FOWLER COMPANY	10/05/2026	Regular	0.00	558.31	100979
01003	HALME EXCAVATING	10/05/2026	Regular	0.00	6,341.22	100980
00530	ICC CODIFICATION, INC	10/05/2026	Regular	0.00	4,019.00	100981
01179	IRON MOUNTAIN	10/05/2026	Regular	0.00	1,565.85	100982
01190	J.L. STOREDAHL	10/05/2026	Regular	0.00	336.69	100983
04421	KENNETH WALLACE LAW PLLC	10/05/2026	Regular	0.00	5,200.00	100984
01447	METROWATCH	10/05/2026	Regular	0.00	751.47	100985
03029	NEW DAY ARBORIST	10/05/2026	Regular	0.00	857.18	100986
02855	NORTH FORK LANDSCAPE - NW BARI	10/05/2026	Regular	0.00	3,874.48	100987
03944	NW AMBUSH PAINTBALL LLC	10/05/2026	Regular	0.00	780.00	100988
02914	OTTO, COREY	10/05/2026	Regular	0.00	136.00	100989
01734	PERDUE, JASON	10/05/2026	Regular	0.00	138.00	100990
03783	PESTLOCAL LLC	10/05/2026	Regular	0.00	136.13	100991
01915	RISTO, DON	10/05/2026	Regular	0.00	207.50	100992
02089	STALKER RADAR	10/05/2026	Regular	0.00	4,133.84	100993
02585	TAPANI INC	10/05/2026	Regular	0.00	181,988.96	100994
02585	TAPANI INC	10/05/2026	Regular	0.00	220.00	100995
02179	TECHNOLOGY INTEGRATION GROUP	10/05/2026	Regular	0.00	5,831.60	100996
02397	WALTER E. NELSON COMPANY	10/05/2026	Regular	0.00	480.26	100997
04506	WILLISTON FINANCIAL GROUP LLC	10/05/2026	Regular	0.00	1,140,611.61	100998
04368	MADDOX	10/05/2026	Bank Draft	0.00	257.00	DFT0003188

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	41	35	0.00	1,546,996.87
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	257.00
EFT's	0	0	0.00	0.00
	42	**36**	**0.00**	**1,547,253.87**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2026	1,547,253.87
			1,547,253.87

Battle Ground, WA

Check Register

Packet: APPKT05497 - FLEET FUEL 09/2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
03043	US BANK VOYAGER FLEET SYSTEM	10/07/2026	Bank Draft	0.00	16,796.17	DFT0003199

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	0	0	0.00	0.00
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	16,796.17
EFT's	0	0	0.00	0.00
	1	**1**	**0.00**	**16,796.17**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2026	16,796.17
			16,796.17

Battle Ground, WA

Check Register

Packet: APPKT05492 - PRAP100926

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: POOLED CASH-POOLED CASH						
00067	AFLAC	10/09/2026	Regular	0.00	539.85	100999
00265	BATTLE GROUND POLICE ASSOC.	10/09/2026	Regular	0.00	1,500.00	101000
01368	LIFE INSURANCE CO. OF NORTH AM	10/09/2026	Regular	0.00	2,665.04	101001
03434	MISSIONSQUARE	10/09/2026	Regular	0.00	11,675.12	101002
02175	TEAMSTERS LOCAL UNION NO. 58	10/09/2026	Regular	0.00	2,744.00	101003
00218	AWC EMPLOYEE BENEFIT TRUST	10/09/2026	Bank Draft	0.00	137,830.20	DFT0003192
00667	DEFERRED COMPENSATION	10/09/2026	Bank Draft	0.00	3,480.97	DFT0003193
02559	INTERNAL REVENUE SERVICE- FED T	10/09/2026	Bank Draft	0.00	112,764.26	DFT0003194
01241	KAISER FOUNDATION HEALTH PLAN	10/09/2026	Bank Draft	0.00	59,431.40	DFT0003195
01528	NAVIA BENEFIT SOLUTIONS	10/09/2026	Bank Draft	0.00	1,451.64	DFT0003196
03461	WEALTH CARE SAVER	10/09/2026	Bank Draft	0.00	7,709.05	DFT0003197
00702	DEPT OF RETIREMENT SYSTEMS	10/09/2026	Bank Draft	0.00	55,634.39	DFT0003198

Bank Code POOLED CASH Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	17	5	0.00	19,124.01
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	40	7	0.00	378,301.91
EFT's	0	0	0.00	0.00
	57	**12**	**0.00**	**397,425.92**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	10/2026	397,425.92
			397,425.92

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent
Subject:	SE Grace Avenue Phase 2 – ROW Purchase Approval – Thomas

Legislative History:	
• Admin:	April 6, 2026
• Consent:	October 19, 2026

Staff Report Summary

The City Council will consider approving the purchase of property and an easement for the SE Grace Avenue Phase 2 Improvements project through passage of the consent agenda.

Background

The city has been working on the SE Grace Avenue Phase 2 Improvements project for many years. Most recently, the City has been working to purchase the property and easements that will be necessary to construct the project. Through the design process it was determined that acquisition and easements would be necessary for twenty-three parcels. Per RCW 35A.11.020 the City Council has the authority to approve acquisition of property.

As discussed during the Admin portion of the April 6, 2026 Council Meeting, City staff would negotiate within the limits of City Policy to acquire said properties.

The City was able to negotiate a settlement with the owners of the Thomas property for $11,200, which is the Fair Market Value. This purchase includes a permanent acquisition and a temporary construction easement. This is the tenth of twenty-three acquisitions that are necessary to construct the project.

Fiscal and Policy Implications

This project is included in the 2026 budget.

Goals and Objectives Relevance

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

Options

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

Staff Recommendation

Staff recommends that City Council approve purchase of a permanent acquisition and a temporary construction easement on the Thomas property in the amount of $11,200 through passage of the consent agenda.

Attachments

A.	Warranty Deed
B.	Temporary Easement

Legal Review

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

After recording return document to:

CITY OF BATTLE GROUND
109 SW 1ST STREET
BATTLE GROUND, WA 98604

Document Title: Warranty Deed
Reference Number of Related Document: N/A
Grantor(s): Helen K. Thomas
Grantee(s): CITY OF BATTLE GROUND
Legal Description: Lot(s) 1, WELLINGTON SQUARE, 310/909
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 91057176

WARRANTY DEED

SE Grace Avenue Phase 2 Improvements

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

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

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

WARRANTY DEED

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

Date: July 2 2026

Helen Thomas

Helen K. Thomas

STATE OF WASHINGTON)
: ss
County of Clark)

On this 2 day of July before me personally appeared **Helen K. Thomas** to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

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

Jill Wyatt

Notary Public in and for the State of Washington, residing at Jefferson OR

My commission expires 2-6-2028

Accepted and Approved

CITY OF BATTLE GROUND

By:_____
AUTHORIZED NAME/TITLE

Date:_____

MacKay Sposito

17787LD1_TCE
9/16/2025
KDB

Vancouver Office

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

EXHIBIT "A"

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

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BARGAIN AND SALE DEED CONVEYED TO JOHN AND HELEN THOMAS, RECORDED UNDER AUDITOR'S FILE NO. 5176527, RECORDS OF CLARK COUNTY WASHINGTON, LYING WITHIN LOT 1 OF THE WELLINGTON SQUARE SUBDIVISION, BOOK 310, PAGE 909, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT LYING 31.90 FEET LEFT OF STATION 0+52.21 OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE WESTERLY IN A STRAIGHT LINE TO A POINT LYING 36.82 FEET LEFT OF STATION 0+52.15 OF SAID CONSTRUCTION CENTERLINE;

THENCE NORTHERLY IN A STRAIGHT LINE TO A POINT LYING 35.00 FEET LEFT OF STATION 0+87.32 OF SAID CONSTRUCTION CENTERLINE;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 35.00 FEET LEFT OF STATION 1+62.59 OF SAID CONSTRUCTION CENTERLINE;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 35.00 FEET LEFT OF STATION 1+75.00 OF SAID CONSTRUCTION CENTERLINE AND THE **TERMINUS** THEREOF;

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

CONTAINS 552 SQUARE FEET, MORE OR LESS.



9-17-2025

MacKay Sposito

17787SS1-GRACE CL
9/17/2025
GAH
Vancouver Office

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

EXHIBIT "B"
SE GRACE AVENUE
CONSTRUCTION CENTERLINE

A CONSTRUCTION CENTERLINE LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST AND THE SW QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2; THENCE SOUTH 01°13'14" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE 2027.72 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°20'58" EAST A DISTANCE OF 2.00 FEET TO THE **BEGINNING** OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, ALSO BEING STATION 0+00;

THENCE NORTH 01°13'14" EAST A DISTANCE OF 41.58 FEET TO SE GRACE CONSTRUCTION CENTERLINE STATION 0+41.58; ALSO BEING THE BEGINNING OF A 500.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°49'25", AN ARC DISTANCE OF 120.63 FEET TO CONSTRUCTION CENTERLINE STATION 1+62.21;

THENCE NORTH 12°36'10" WEST A DISTANCE OF 1100.33 FEET TO THE BEGINNING OF A 620.00 FOOT RADIUS CURVE TO THE LEFT, ALSO BEING CONSTRUCTION CENTERLINE STATION 12+62.54;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°06'25", AN ARC DISTANCE OF 152.65 FEET TO CONSTRUCTION CENTERLINE STATION 14+15.19;

THENCE NORTH 26°42'36" WEST A DISTANCE OF 414.15 FEET TO THE BEGINNING OF A 500.00 FOOT CURVE TO THE RIGHT, ALSO BEING CONSTRUCTION CENTERLINE STATION 18+29.34;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°48'26", AN ARC DISTANCE OF 233.94 FEET TO CONSTRUCTION CENTERLINE STATION 20+63.28;

THENCE NORTH 00°05'51" EAST A DISTANCE OF 286.72 FEET TO CONSTRUCTION CENTERLINE STATION 23+50.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

E MAIN STREET
CONSTRUCTION CENTERLINE

A CONSTRUCTION CENTERLINE LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING THE E MAIN STREET CONSTRUCTION CENTERLINE STATION 110+85.77.

THENCE NORTH 89°31'57" WEST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 785.77 FEET TO THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE, ALSO BEING CONSTRUCTION CENTERLINE STATION 103+00.00.



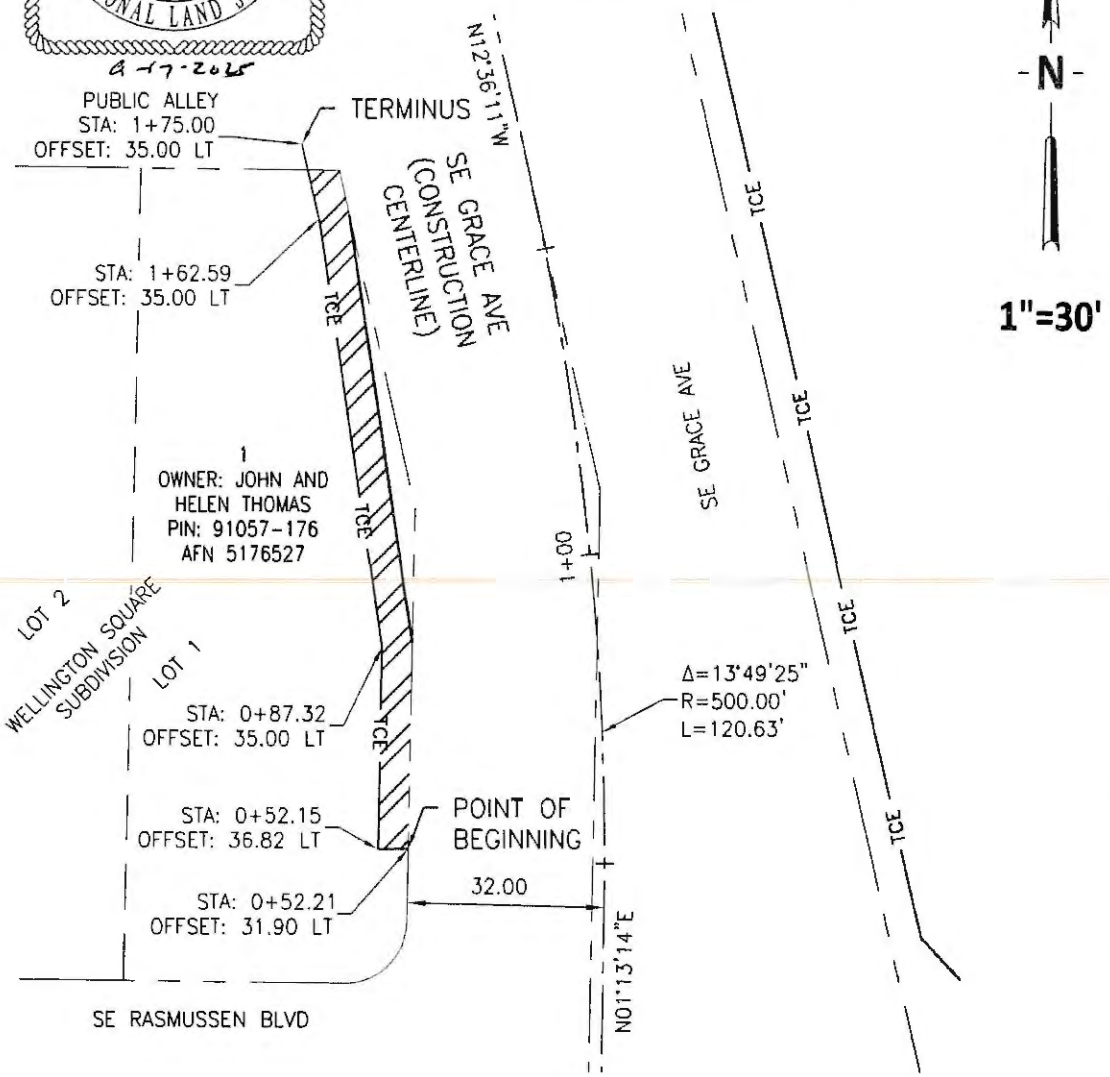
9-17-2025

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

CITY OF BATTLE GROUND
CLARK COUNTY, WASHINGTON

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

8-17-2015



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

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

After recording return document to:

CITY OF BATTLE GROUND
109 SW 1ST STREET
BATTLE GROUND, WA 98604

Document Title: Temporary Easement
Reference Number of Related Document: N/A
Grantor(s): Helen K. Thomas, as her separate estate
Grantee(s): CITY OF BATTLE GROUND
Legal Description: Lot(s) 1, WELLINGTON SQUARE, 310/909
Additional Legal Description is on Page 4 of Document.
Assessor's Tax Parcel Number: 91057176

TEMPORARY EASEMENT

SE Grace Avenue Phase 2 Improvements

The Grantor(s), **Helen K. Thomas, a single woman**, for and in consideration of TEN AND NO/100 ($10.00) DOLLARS, and other valuable consideration, conveys and grants unto the **CITY OF BATTLE GROUND, a Washington municipal corporation** and its assigns, Grantee, under the imminent threat of the Grantee's exercise of its right of Eminent Domain, the right, privilege, and easement over, upon, and across the hereinafter described lands for the purpose of facilitating the construction of improvements in the Right of Way Easement.

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

The term of this Temporary Easement shall commence on the date of acceptance of this Temporary Easement by Grantee and shall terminate on February 25, 2029, hereinafter the "Term".

It is further agreed that this Temporary Easement may be extended by up to 12 months at the Grantee's option, before the termination date provided herein. The rate associated with this extension shall be at the same rate as the original Temporary Easement, or at the newly established rate determined by an updated Waiver Valuation; whichever is higher. Grantee shall

notify Grantor in writing and render payment prior to exercising this option.

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

Dated: July 2, 2026

Helen Thomas

Helen K. Thomas

STATE OF WASHINGTON)
: ss
County of Clark)

On this 2nd day of July before me personally appeared **Helen K. Thomas** to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

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

(SEAL)

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

Notary Public in and for the State of Washington, residing at Jefferson OR

My commission expires 2-6-2028

TEMPORARY EASEMENT

Accepted and Approved

CITY OF BATTLE GROUND

By:_____
Authorized Name/Title

Date: _____, 2026

STATE OF WASHINGTON)

: ss

County of _____)

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

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

_____

Notary Public in and for the State of Washington

Residing at: _____

My commission expires _____

MacKay Sposito

17787LD1_ ACQ
1/21/2026
GAH

Vancouver Office

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

EXHIBIT "A"

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

A PORTION OF THAT CERTAIN PARCEL DESCRIBED IN BARGAIN AND SALE DEED CONVEYED TO JOHN AND HELEN THOMAS, RECORDED UNDER AUDITOR'S FILE NO. 5176527, RECORDS OF CLARK COUNTY WASHINGTON, LYING WITHIN LOT 1 OF THE WELLINGTON SQUARE SUBDIVISION, BOOK 310, PAGE 909, LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT LYING 29.57 FEET LEFT OF STATION 0+82.00 OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, AS DESCRIBED IN EXHIBIT "B", ATTACHED;

THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT LYING 29.65 FEET LEFT OF STATION 1+67.00 OF SAID CONSTRUCTION CENTERLINE AND THE **TERMINUS** THEREOF;

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

CONTAINS 127 SQUARE FEET, MORE OR LESS.



1-21-2026

MacKay Sposito

17787SS1-GRACE CL
9/17/2025
GAH
Vancouver Office

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

EXHIBIT "B"
SE GRACE AVENUE
CONSTRUCTION CENTERLINE

A CONSTRUCTION CENTERLINE LOCATED IN THE NORTH HALF OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST AND THE SW QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS DISK MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2; THENCE SOUTH 01°13'14" WEST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER A DISTANCE 2027.72 FEET; THENCE LEAVING SAID WEST LINE SOUTH 89°20'58" EAST A DISTANCE OF 2.00 FEET TO THE **BEGINNING** OF THE SE GRACE AVENUE CONSTRUCTION CENTERLINE, ALSO BEING STATION 0+00;

THENCE NORTH 01°13'14" EAST A DISTANCE OF 41.58 FEET TO SE GRACE CONSTRUCTION CENTERLINE STATION 0+41.58; ALSO BEING THE BEGINNING OF A 500.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 13°49'2S", AN ARC DISTANCE OF 120.63 FEET TO CONSTRUCTION CENTERLINE STATION 1+62.21;

THENCE NORTH 12°36'10" WEST A DISTANCE OF 1100.33 FEET TO THE BEGINNING OF A 620.00 FOOT RADIUS CURVE TO THE LEFT, ALSO BEING CONSTRUCTION CENTERLINE STATION 12+62.54;

THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°06'2S", AN ARC DISTANCE OF 152.65 FEET TO CONSTRUCTION CENTERLINE STATION 14+15.19;

THENCE NORTH 26°42'36" WEST A DISTANCE OF 414.15 FEET TO THE BEGINNING OF A 500.00 FOOT CURVE TO THE RIGHT, ALSO BEING CONSTRUCTION CENTERLINE STATION 18+29.34;

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 26°48'26", AN ARC DISTANCE OF 233.94 FEET TO CONSTRUCTION CENTERLINE STATION 20+63.28;

THENCE NORTH 00°05'51" EAST A DISTANCE OF 286.72 FEET TO CONSTRUCTION CENTERLINE STATION 23+50.00 AND THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE.

E MAIN STREET
CONSTRUCTION CENTERLINE

A CONSTRUCTION CENTERLINE LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 2 EAST AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 4 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN IN THE CITY OF BATTLE GROUND, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 2, SAID POINT BEING THE E MAIN STREET CONSTRUCTION CENTERLINE STATION 110+85.77.

THENCE NORTH 89°31'57" WEST ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 785.77 FEET TO THE **TERMINUS** OF SAID CONSTRUCTION CENTERLINE, ALSO BEING CONSTRUCTION CENTERLINE STATION 103+00.00.

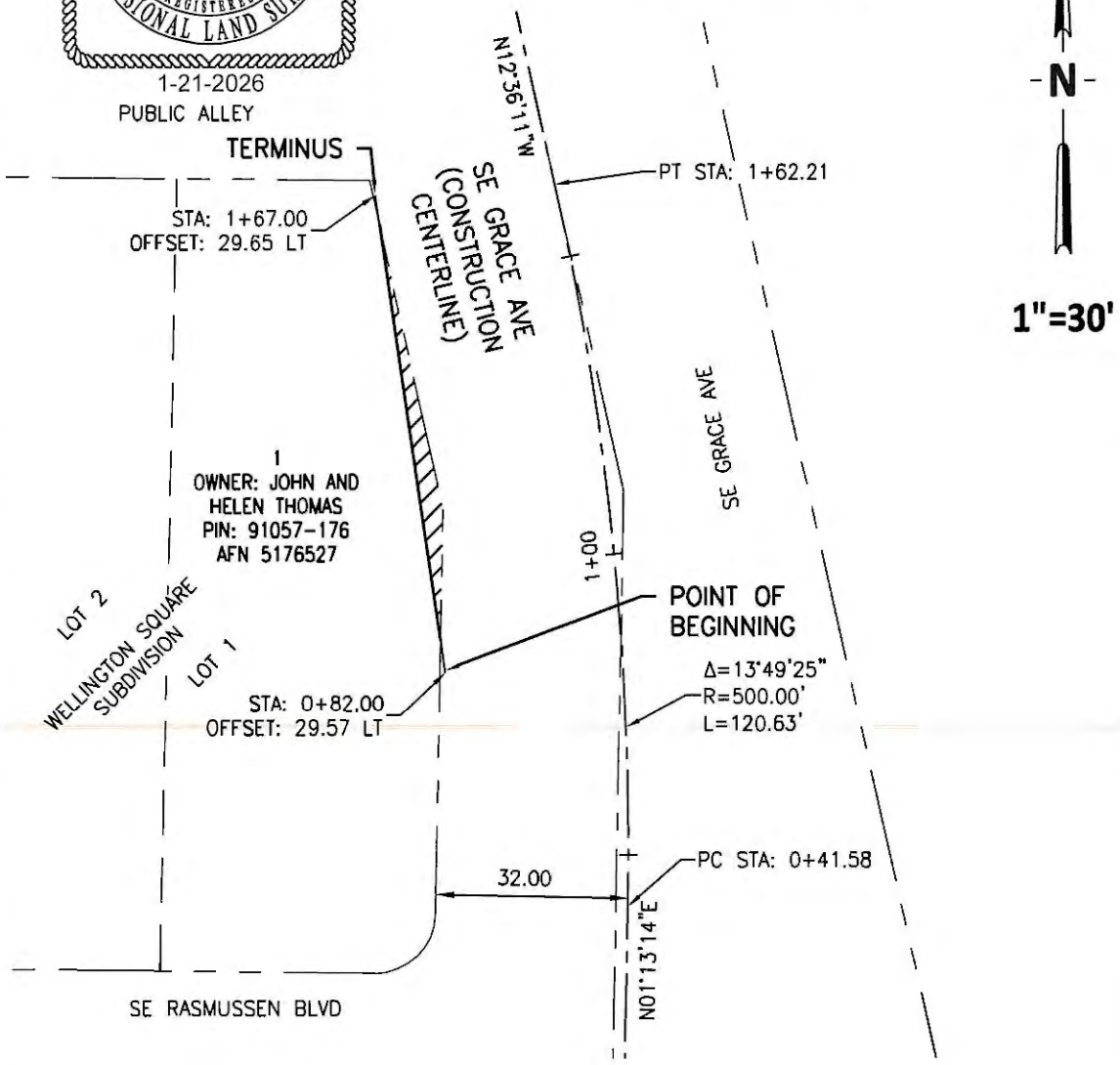


1-21-2026

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

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

1-21-2026



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

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

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Presentation
Subject:	Gordy Jolma Family Natural Area – Public Trail And Access Easement

Legislative History:	
• Presentation:	September 8, 2026
• Consent:	October 19, 2026

Staff Report Summary

The City Council will be asked to approve a public trail and access easement on city property, via consent, to benefit Clark County for the Gordy Jolma Family Natural Area (GJFNA).

Background

The City received a request to provide a Public Trail and Access Easement near a city stormwater facility in the Cedars Landing subdivision. See vicinity map in Figure 1 for subdivision and facility location.



Figure 1 – Vicinity Map

More specifically the County is requesting said easement over 9,400 square feet of Tract H (see Figure 2) of Cedars Landing, which was dedicated to the City for stormwater facilities as part of the plat for the project.



Figure 2 – Easement Area

The easement area encompasses already existing trails and access area for the stormwater facility. The County is offering compensation for the easement in the amount of $1,450.00.

Fiscal and Policy Implications

The city will receive compensation in the amount of $1,450.00 for granting the easement.

Goals and Objectives Relevance

Approval of this sale meets the goal to "Improve And Maintain Infrastructure Improvements". Approving this sale will allow the County to move forward on a future park, which will benefit the citizens of Battle Ground.

Options

Option	Results
• Approve Sale	City will provide easement so project can continue forward.
• Reject Sale	City will not provide easement and project may not be able to move forward.
• No Action	Decision will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council approve the sale of the access easement to Clark County for $1,450.00 via approval of the consent agenda.

Attachments

A.	Public Trail & Access Easement

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Easement	Public Trail And Access Easement	Reviewed by the Contract City Attorney on October 8, 2026.

Recording requested by:
Clark County Legacy Lands
PO Box 9810
Vancouver, WA 98666-9810

Document Title: Public Trail and Access Easement
Grantor: City of Battle Ground
Grantee: Clark County, Washington
Legal Description: Cedars Landing PH 1 Tract H
Additional Legal Description attached as Exhibit "A"
Assessor's Tax Parcel Number: 986056-896

PUBLIC TRAIL AND ACCESS EASEMENT

The Grantor, **CITY OF BATTLE GROUND, a municipal corporation,** for and in consideration of One Thousand Four Hundred Fifty and No/100 ($1,450.00) Dollars conveys and grants unto **CLARK COUNTY, a political subdivision of the State of Washington,** Grantee, a non-exclusive easement over, under, upon and across the hereinafter described land for the purpose of public trail and vehicular access.

Said lands being situated in Clark County, State of Washington, and described as follows:

See Exhibits A and B attached hereto and made a part hereof. ("Easement Area").

It is understood and agreed that delivery of this easement is hereby tendered and that the terms and obligations hereof shall not become binding upon Clark County, Washington, unless and until accepted and approved hereon in writing by the Clark County Council, or its authorized agent.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Grant of Public Trail Easement

Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive easement over, upon, and across the Easement Area for public trail and pedestrian usage per the Plat of Cedars Landing Phase 1, to the Gordy Jolma Family Natural Area.

2. Grant of Access Easement

   Grantor hereby grants and conveys to Grantee, its successors and assigns, an easement over, upon, and across the Easement Area for access, including vehicular access, for ingress and egress, including access for emergency services.

3. Cost of Facilities

   Upon written permission of the Grantor, should Grantee wish to construct or improve the conditions of the trail within the Easement Area, they shall be solely responsible for the cost.

4. Extraordinary Repairs

   Should any party, or their successor in interest, cause damage to the Easement Area due to extraordinary usage (e.g., heavy truck traffic or equipment), that party shall be responsible for restoring the access area to its previous condition.

5. Inspections and Routine Repairs

   All costs and expenses associated with trail facilities, to the extent caused by Grantee's exercise of its rights under this easement, are to be borne by Grantee. The County shall inspect the access and trail within the Easement Area as needed for signs of normal wear and tear and the Grantor shall share in the cost to complete repairs where necessary to maintain usability.

6. Public Enters at Own Risk

   Use of any portion of the Easement Area by members of the general public is at their own risk. Neither Grantee nor Grantors, by entering into this agreement, assume duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the public trail; for unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the public trail to public access when unsafe conditions may be present. Grantee may not restrict access to the Easement Area without Grantor permission.

7. Indemnification

   Each party shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the other party and its elected and appointed officials, employees and agents against any and all claims, demands, causes of action or damages, including attorneys' fees and costs (collectively, "Claims"), arising out of or relating to any of the obligations undertaken in connection with this agreement, including but not limited to any breach of this agreement, to the extent caused by the indemnifying party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the indemnified party. The indemnity and defense obligations of this paragraph shall survive the termination or expiration of this agreement.

8. Binding Agreement
   The rights and obligations of the parties shall inure to the benefit of and be binding upon their successors and assigns and run with the land.

9. Amendments; Waivers
   No amendment or waiver of any provision of this agreement or consent to any departure by Grantor from the terms of this agreement is effective unless the amendment, waiver, or consent is in writing and signed by an authorized signatory for Grantee. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded. This is the entire agreement of Grantor and Grantee pertaining to the subject matter of this agreement. The terms of this agreement supersede in full all statements and writings between Grantor and Grantee pertaining to the transaction set forth in this agreement.

IN WITNESS WHEREOF, City of Battle Ground and Clark County have caused this Easement Agreement to be executed in their respective names by their duly authorized officers and have caused this Easement to be dated as of the _____ day of _____, 2026.

City of Battle Ground

By: _____

STATE OF WASHINGTON

COUNTY OF CLARK

On this day personally appeared before me _____and _____to me known to be the _____of _____ and acknowledged that said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he/she/they was/were authorized to execute said instrument.

Dated: _____ _____

Notary Public in and for the State of WA
Residing at
My commission expire

CLARK COUNTY WASHINGTON clark.wa.gov

PUBLIC WORKS SURVEYOR'S OFFICE

1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810
564.397.4228

EXHIBIT "A"
GORDY JOLMA – PARCEL NO. 986056896
CITY OF BATTLE GROUND EASEMENT DESCRIPTION

A parcel of land lying in the northwest quarter of Section 12 of Township 3 North, Range 2 East of the Willamette Meridian in Clark County, Washington, being more particularly described as follows:

All that portion of Tract "H" of Cedars Landing, A Plat Community, Phase 1, recorded December 10, 2020, in Book 312 of Plats at Page 127, records of Clark County, Washington, listed as serial number 986056896, lying westerly of the following described line:

Commencing at the northeast corner of said Cedars Landing, A Plat Community, Phase 1;
Thence South 13°23'43" West along the easterly line of said Plat Community, 346.40 feet;
Thence South 24°52'21" West along said line, 366.60 feet;
Thence leaving said line, North 70°11'50" West 303.99 feet, to the southeast corner of Lot 28 of said Plat Community and the true point of beginning;
Thence South 68°04'57" East along the easterly extension of the southerly line of said Lot 28, 39.43 feet;
Thence South 42°28'50" West 59.32 feet, to a 43.90 foot radius curve to the left;
Thence southerly along said curve a distance of 41.56 feet through a central angle of 54°14'09";
Thence South 11°45'19" East 18.63 feet;
Thence South 19°17'53" East 35.40 feet to the southeasterly line of said Tract "H" and there terminating.

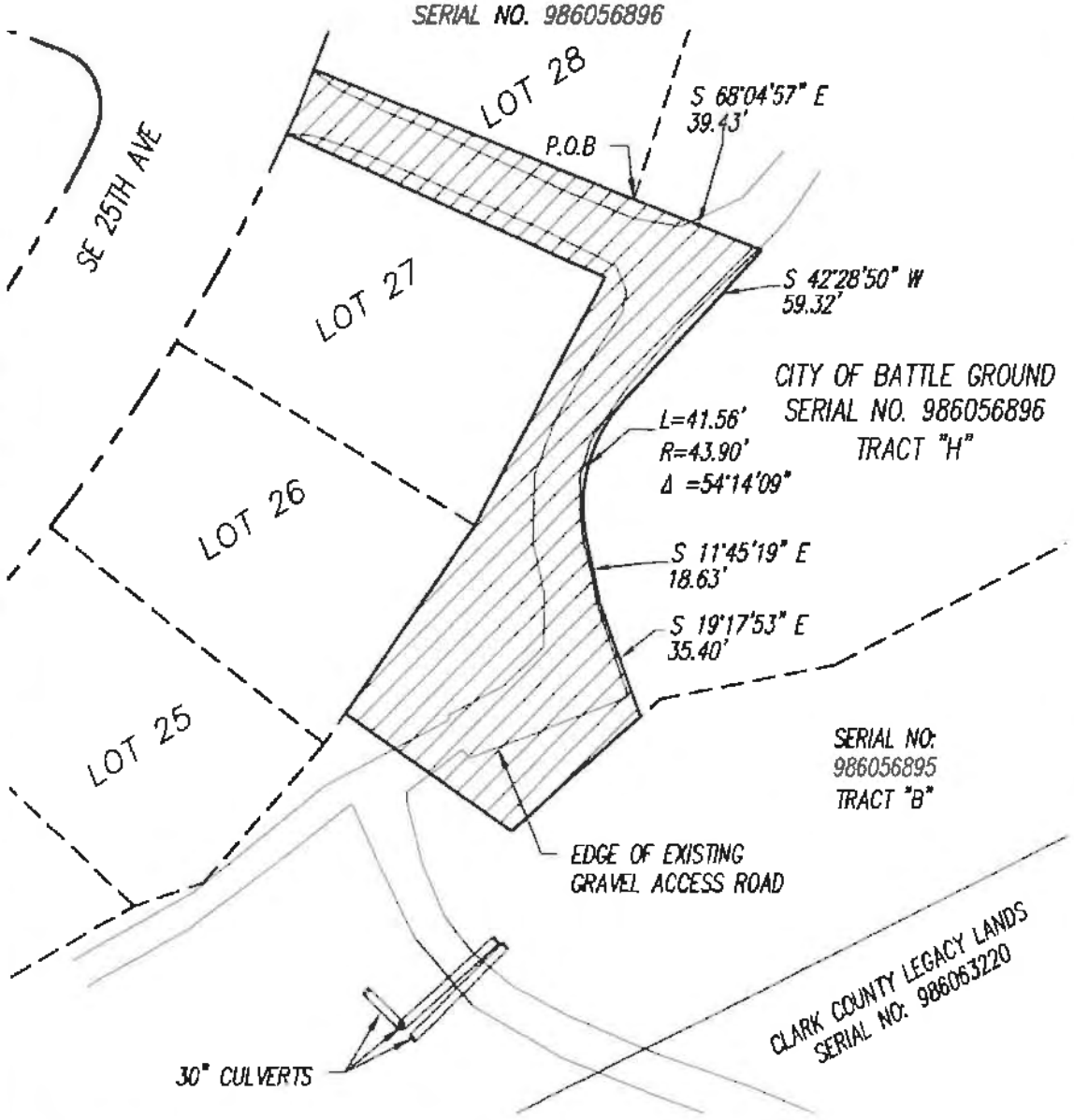
This description contains 9,400 square feet, more or less.



3-27-24

EXHIBIT "B"

SERIAL NO. 986056896



JOHN BESANCON
STATE OF WASHINGTON
56117
REGISTERED
PROFESSIONAL LAND SURVEYOR

3-27-24

NOT TO SCALE

CLARK COUNTY, WASHINGTON PUBLIC WORKS DEPARTMENT		
OFFICE OF THE COUNTY SURVEYOR		
NW 1/4 SECTION 12 T3N R2E, W.M.		
SKETCH FOR CITY OF BATTLE GROUND EASEMENT		
DATE	SCALE	DRAWN BY
MARCH 2024	NOT TO SCALE	AN

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent
Subject:	SW Eaton Boulevard Improvements – Local Agency Agreement Supplement

Legislative History:	
• First Presentation:	May 6, 2019
• Action:	June 17, 2019
• Action:	May 16, 2022
• Action:	January 21, 2025
• Action:	October 19, 2026

Staff Report Summary

The City Council will consider authorizing the City Manager to sign a Local Agency Agreement Supplement with WSDOT to extend the agreement expiration for the Right-Of-Way (ROW) phase through passage of the Consent Agenda.

Background

In July of 2017 the City applied for and received a federal Surface Transportation Block Grant (STBG) grant to design and purchase right-of-way for improvements to SW Eaton Boulevard from SW 20th Avenue to SR 503. The design phase of this project began in 2020.

The project will involve reconstructing Eaton to a minor arterial standard (similar to S Parkway Avenue and Eaton east of SR 503). Additionally, a signal will be added at SW 20th Avenue and improvements will be made to the SR 503/SW Eaton Boulevard intersection. These improvements will address the concurrency failures at these two intersections that the City is currently collecting concurrency mitigation funds for.

The original agreement will expire at the end of 2026. This supplement will change the expiration date to the end of 2028.

Goals and Objectives Relevance

Approval of this purchase meets the goal to "Improve And Maintain Infrastructure Improvements". Approving the Agreement will allow the project to continue to move forward, which will ultimately improve existing transportation infrastructure.

Fiscal and Policy Implications

N/A

Options

Option	Results
• Authorize Signing Of Agreement	City will continue to move forward with the project.
• Do Not Authorize Signing Of Agreement	City will not be able to continue to receive federal funds for the project.
• No Action	Project will be delayed until more information is provided.

Staff Recommendation

Staff recommends that City Council authorize the City Manager to sign the Local Agency Agreement Supplement for the SW Eaton Boulevard Improvements project.

Attachments

A.	Local Agency Agreement Supplement

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Agreement	Local Agency Agreement Supplement	Same standard form that has been reviewed previously.

Washington State Department of Transportation

Local Agency Agreement Supplement

Agency		Supplement Number
City of Battle Ground		03
Project Number STPUL-4460(001)	Agreement Number LA 9681	ALN. **20.205** - Highway Planning and Construction Federal Highway Administration (FHWA)

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

Project Description

Name SW Eaton Boulevard Improvements Length 0.66 miles

Termini West of SW 20th Avenue and East of SR 503

Description of Work ✓ No Change

Reason for Supplement

Extend the Project Agreement end date due to the complexity of the ROW acquisitions.

Indirect Cost Rate ☐ Yes ✓ No Project Agreement End Date 12/31/2028

Advertisement Date

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE 86.5 %	a. Agency			0.00		
	b. Other SEE ATTACHED			0.00		
Federal Aid Participation Ratio(s) for PE	c. Other FUNDING TABLE			0.00		
	d. State Services			0.00		
	e. Total PE Cost Estimate	530,000.00	0.00	530,000.00	184,000.00	346,000.00
RW 86.5 %	f. Agency	953,757.00		953,757.00	128,757.00	825,000.00
	g. Other Agency (Non-Fed)	601,675.00		601,675.00	601,675.00	
Federal Aid Participation Ratio(s) for RW	h. Other Consultant	150,000.00		150,000.00	150,000.00	
	i. State Services	10,000.00		10,000.00	10,000.00	
	j. Total R/W Cost Estimate	1,715,432.00	0.00	1,715,432.00	890,432.00	825,000.00
CN %	k. Contract			0.00		
	l. Other			0.00		
Federal Aid Participation Ratio(s) for CN	m. Other			0.00		
	n. Other			0.00		
	o. Agency			0.00		
	p. State Services			0.00		
	q. Total CN Cost Estimate	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate	2,245,432.00	0.00	2,245,432.00	1,074,432.00	1,171,000.00

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

Agency Official

By
Title Interim City Manager
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

VI. Payment and Partial Reimbursement

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

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

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

VII. Audit of Federal Consultant Contracts

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

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

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

IX. Payment of Billing

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

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

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

VIII. Single Audit Act

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

XVII. Assurances

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

Local Agency Agreement Supplement
Funding Table

Agency				Supplement Number
City of Battle Ground				03
Federal Aid Project Number		Agreement Number		CFDA No. **20.205** - Highway Planning And Construction
STPUL-4460(001)		LA 9681		

		Estimate Of Funding				
	Type Of Work	(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE	a. Agency	$10,000.00		$10,000.00	$10,000.00	
86.5%	b. Other: Consultant	$390,000.00		$390,000.00	$52,650.00	$337,350.00
Federal Aid Participation Ratio(s) for PE	c. Other: Consultant (Non-Federal)	$90,000.00		$90,000.00	$90,000.00	
	d. State Services (Federal)	$10,000.00		$10,000.00	$1,350.00	$8,650.00
	d2. State Services (Non-Federal)	$30,000.00		$30,000.00	$30,000.00	
	e. Total PE Cost Estimate	$530,000.00	$0.00	$530,000.00	$184,000.00	$346,000.00
Right-Of-Way	f. Agency	$953,757.00		$953,757.00	$128,757.00	$825,000.00
86.5%	g. Agency (Non-Federal)	$601,675.00		$601,675.00	$601,675.00	
Federal Aid Participation Ratio(s) for RW	h. Other: Consultant	$150,000.00		$150,000.00	$150,000.00	
	i. State Services	$10,000.00		$10,000.00	$10,000.00	
	j. Total R/W Cost Estimate	$1,715,432.00	$0.00	$1,715,432.00	$890,432.00	$825,000.00
Construction	k. Contract			$0.00		
	l. Other			$0.00		
Federal Aid Participation Ratio(s) for CN	m. Other			$0.00		
	n. Other			$0.00		
	o. Agency			$0.00		
	p. State Services			$0.00		
	q. Total CN Cost Estimate	$0.00	$0.00	$0.00	$0.00	$0.00
	r. Total Project Cost Estimate	$2,245,432.00	$0.00	$2,245,432.00	$1,074,432.00	$1,171,000.00

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Meagan Lowery, Finance and Information Services Director
Date:	October 19, 2026
Proceeding Type:	CONSENT
Subject:	Preliminary budget presentation and public hearings dates

Legislative History:	
• First Presentation – Budget Advisory Committee	July 20, 2026 – Policy overview, six-year forecast, council priorities, budget forecasts, general fund revenues, Vehicle and Technology Replacement funds
• Second Presentation – Budget Advisory Committee	August 3, 2026 – General fund revenues, development projections, personnel costs, cost allocation, debt service
• Third Presentation – City Council study session	August 17, 2026 – Discovery Clean Water Alliance sewer treatment
• Fourth Presentation – Budget Advisory Committee	September 8, 2026 – Streets, Transportation Benefit District, governmental capital projects, utility funds and associated rates, parks maintenance, Real Estate Excise Tax, Park Impact Fees, Transportation Impact Fees
• Fifth Presentation – Budget Advisory Committee	September 21, 2026 – General fund expenditures (police, civil service, engineering, facilities, community development, finance, legislative, human resources, legal, transfers, executive, judicial, information services), full 2027 preliminary budget
• Sixth Presentation – Budget Advisory Committee	October 5, 2026 – Fee schedule, Lodging Tax fund, LEOFF I fund
• Seventh Presentation - Council	October 19, 2026 – Preliminary Budget presented to Council by Acting City Manager

Staff Report Summary

Council has an opportunity to set public hearings to hear comment on the City of Battle Ground's 2027 Budget. The proposed budget establishes the annual expenditure levels for all funds. A budget ordinance is required to be adopted by December 31, 2026.

Background

The 2027 Preliminary Budget was presented to city council as per RCW 35A.33 on October 19, 2026 and is available by request from the city clerk. The City has made every effort to prioritize essential services and match expenditures to funding sources.

Fiscal and Policy Implications

The proposed 2027 Budget for appropriations is $91.2 million. Of this amount, the General Fund Operating Budget is $28.4 million. All funds are balanced within available resources.

Options

- Set three public hearing dates as follows:
    - November 2, 2026 – revenue sources, property tax Ordinance 2026-22 and fee schedule Resolution 26-08
    - November 16, 2026 – preliminary budget hearing Ordinance 2026-17
    - December 7, 2026 – final budget hearing Ordinance 2026-17
- Modify the dates for public hearings to occur at separate city council meetings before December 31, 2026.

Staff Recommendation – Set the required budget public hearing dates as presented.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent
Subject:	W 15th Avenue/W Main Street Intersection Improvements – Bid Award

Legislative History:	
• Action (Consent):	October 19, 2026

Staff Report Summary

The City Council will consider awarding a contract to Western United Civil Group of Yacolt, WA for the W 15th Avenue/W Main Street Intersection Improvements project in the amount of $737,368.85 through passage of the consent agenda.

Background

The City has been working on the W 15th Avenue/W Main Street Intersection Improvements project for a number of years. This project will make improvements at the intersection of W 15th Avenue and W Main Street. Staff put this project out to Bid so that it can move forward to construction.

A total of 3 bids were received for the project. Western United Civil Group of Yacolt, WA was identified as the low responsible/responsive bidder on the project.

Fiscal and Policy Implications

This project is included in the Budget and there are sufficient funds in the budget to cover the cost of this project. This project is funded through the Connecting Washington program.

Goals and Objectives Relevance

Approving this Bid would achieve the City Council's goal to improve and maintain infrastructure by making improvements at this intersection.

Options

Option	Results
• Award Bid	Construction will proceed.
• Reject Bid	The project will need to rebid in order to move forward.
• No Action	Construction would be delayed until a final decision was made.

Staff Recommendation

Staff recommends that City Council award the W 15th Avenue/W Main Street Intersection Improvements project to Western United Civil Group via passage of the Consent agenda in the amount of $737,368.85 and authorize the City Manager to sign the Contract.

Attachments

A.	Bid Tabs

Legal Review

N/A

W 15TH AVENUE - W MAIN STREET INTERSECTION IMPROVEMENTS - BID TABS

Division 1A- General Requirements (WSDOT Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1A-1	Minor Change	1	CALC	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
1A-2	Roadway Surveying	1	LS	$13,000.00	$13,000.00	$11,000.00	$11,000.00	$12,845.00	$12,845.00	$4,500.00	$4,500.00
1A-3	SPCC Plan	1	LS	$750.00	$750.00	$1,500.00	$1,500.00	$402.00	$402.00	$750.00	$750.00
1A-4	Type B Progress Schedule	1	LS	$1,500.00	$1,500.00	$2,500.00	$2,500.00	$402.00	$402.00	$2,000.00	$2,000.00
			Division 1A Subtotal		**$25,250.00**		**$25,000.00**		**$23,649.00**		**$17,250.00**
			Sales Tax - 8.9%		**$2,247.25**		**$2,225.00**		**$2,104.76**		**$1,535.25**
			Division 1A Total		**$27,497.25**		**$27,225.00**		**$25,753.76**		**$18,785.25**

Division 1B - General Requirements (Battle Ground Right-Of-Way				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1B-1	Minor Change	1	CALC	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00	$10,000.00
1B-2	Roadway Surveying	1	LS	$13,000.00	$13,000.00	$11,000.00	$11,000.00	$10,600.00	$10,600.00	$9,500.00	$9,500.00
1B-3	SPCC Plan	1	LS	$750.00	$750.00	$1,500.00	$1,500.00	$302.00	$302.00	$750.00	$750.00
1B-4	Type B Progress Schedule	1	LS	$1,500.00	$1,500.00	$1,500.00	$1,500.00	$402.00	$402.00	$2,000.00	$2,000.00
			Division 1B Total		**$25,250.00**		**$24,000.00**		**$21,304.00**		**$22,250.00**

Division 2A - Temporary Features (WSDOT Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
2A-1	Mobilization	1	LS	$45,000.00	$45,000.00	$30,000.00	$30,000.00	$20,000.00	$20,000.00	$22,000.00	$22,000.00
2A-2	Project Temporary Traffic Control	1	LS	$39,500.00	$39,500.00	$28,000.00	$28,000.00	$40,516.00	$40,516.00	$34,000.00	$34,000.00
			Division 2A Subtotal		**$84,500.00**		**$58,000.00**		**$60,516.00**		**$56,000.00**
			Sales Tax - 8.9%		**$7,520.50**		**$5,162.00**		**$5,385.92**		**$4,984.00**
			Division 2A Total		**$92,020.50**		**$63,162.00**		**$65,901.92**		**$60,984.00**

W 15TH AVENUE - W MAIN STREET INTERSECTION IMPROVEMENTS - BID TABS

Division 2A -Temporary Features (Battle Ground Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
2B-1	Mobilization	1	LS	$30,000.00	$30,000.00	$32,000.00	$32,000.00	$28,000.00	$28,000.00	$45,000.00	$45,000.00
2B-2	Project Temporary Traffic Control	1	LS	$24,000.00	$24,000.00	$38,000.00	$38,000.00	$34,000.00	$34,000.00	$50,000.00	$50,000.00
			Division 2B Total		**$54,000.00**		**$70,000.00**		**$62,000.00**		**$95,000.00**

Division 3A - Earthwork (WSDOT Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
3A-1	Clearing and Grubbing	1	LS	$10,000.00	$10,000.00	$3,500.00	$3,500.00	$2,700.00	$2,700.00	$3,500.00	$3,500.00
3A-2	Removal of Structure and Obstruction	1	LS	$23,000.00	$23,000.00	$4,500.00	$4,500.00	$13,250.00	$13,250.00	$9,500.00	$9,500.00
3A-3	Roadway Excavation Incl. Haul	50	CY	$75.00	$3,750.00	$50.00	$2,500.00	$153.00	$7,650.00	$90.00	$4,500.00
3A-4	Grave Borrow incl. Haul	12	CY	$60.00	$720.00	$190.00	$2,280.00	$128.00	$1,536.00	$75.00	$900.00
3A-5	Sawcut Asphalt and Cement Concrete	279	LF	$4.00	$1,116.00	$3.00	$837.00	$5.00	$1,395.00	$5.00	$1,395.00
3A-6	Construction Geotextile for Soil Stabilization	121	SY	$3.00	$363.00	$7.00	$847.00	$3.00	$363.00	$3.00	$363.00
			Division 3A Subtotal		**$38,949.00**		**$14,464.00**		**$26,894.00**		**$20,158.00**
			Sales Tax - 8.9%		**$3,466.46**		**$1,287.30**		**$2,393.57**		**$1,794.06**
			Division 3A Total		**$42,415.46**		**$15,751.30**		**$29,287.57**		**$21,952.06**

Division 3B - Earthwork (Battle Ground Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
3B-1	Clearing and Grubbing	1	LS	$8,000.00	$8,000.00	$3,500.00	$3,500.00	$5,300.00	$5,300.00	$20,000.00	$20,000.00
3B-2	Removal of Structure and Obstruction	1	LS	$15,000.00	$15,000.00	$13,000.00	$13,000.00	$7,950.00	$7,950.00	$7,950.00	$7,950.00
3B-3	Roadway Excavation Incl. Haul	233	CY	$75.00	$17,475.00	$30.00	$6,990.00	$78.00	$18,174.00	$130.00	$30,290.00
3B-4	Grave Borrow incl. Haul	12	CY	$60.00	$720.00	$150.00	$1,800.00	$128.00	$1,536.00	$75.00	$900.00
3B-5	Sawcut Asphalt and Cement Concrete	417	LF	$4.00	$1,668.00	$3.00	$1,251.00	$5.00	$2,085.00	$5.00	$2,085.00
3B-6	Construction Geotextile for Soil Stabilization	2,450	SY	$3.00	$7,350.00	$2.00	$4,900.00	$3.00	$7,350.00	$3.00	$7,350.00
			Division 3B Total		**$50,213.00**		**$31,441.00**		**$42,395.00**		**$68,575.00**

W 15TH AVENUE - W MAIN STREET INTERSECTION IMPROVEMENTS - BID TABS

Division 4A - Bases (WSDOT Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
4A-1	Crushed Surfacing Base Course	20	CY	$75.00	$1,500.00	$150.00	$3,000.00	$158.00	$3,160.00	$120.00	$2,400.00
			Division 4A Subtotal		**$1,500.00**		**$3,000.00**		**$3,160.00**		**$2,400.00**
			Sales Tax - 8.9%		**$133.50**		**$267.00**		**$281.24**		**$213.60**
			Division 4A Total		**$1,633.50**		**$3,267.00**		**$3,441.24**		**$2,613.60**

Division 4B - Bases (Battle Ground Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
4B-1	Crushed Surfacing Base Course	155	CY	$75.00	$11,625.00	$85.00	$13,175.00	$128.00	$19,840.00	$95.00	$14,725.00
			Division 4B Total		**$11,625.00**		**$13,175.00**		**$19,840.00**		**$14,725.00**

Division 5A - Surface Treatments And Pavements (WSDOT Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
5A-1	HMA Cl. 1/2 PG 64-22	70	TON	$165.00	$11,550.00	$172.00	$12,040.00	$224.00	$15,680.00	$250.00	$17,500.00
5A-2	Asphalt Cost Price Adjustment	1	CALC	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
			Division 5A Subtotal		**$11,551.00**		**$12,041.00**		**$15,681.00**		**$17,501.00**
			Sales Tax - 8.9%		**$1,028.04**		**$1,071.65**		**$1,395.61**		**$1,557.59**
			Division 5A Total		**$12,579.04**		**$13,112.65**		**$17,076.61**		**$19,058.59**

Division 5B - Surface Treatments And Pavements (Battle Ground Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
5B-1	HMA Cl. 1/2 PG 64-22	374	TON	$165.00	$61,710.00	$172.00	$64,328.00	$176.00	$65,824.00	$200.00	$74,800.00
5B-2	Planing Bituminous Pavement	1,988	SY	$8.00	$15,904.00	$4.50	$8,946.00	$11.00	$21,868.00	$8.00	$15,904.00
5B-3	Asphalt Cost Price Adjustment	1	CALC	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
			Division 5B Total		**$77,615.00**		**$73,275.00**		**$87,693.00**		**$90,705.00**

W 15TH AVENUE - W MAIN STREET INTERSECTION IMPROVEMENTS - BID TABS

Division 7B - Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, And Conduits (Battle Ground Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
7B-1	Schedule C Storm Sewer Pipe 10 In. Diam.	22	LF	$80.00	$1,760.00	$275.00	$6,050.00	$173.00	$3,806.00	$350.00	$7,700.00
7B-2	Testing Storm Sewer Pipe	22	LF	$4.00	$88.00	$70.00	$1,540.00	$43.50	$957.00	$60.00	$1,320.00
7B-3	Testing Storm Sewer Pipe - Exfiltration/Infiltration	22	LF	$4.00	$88.00	$160.00	$3,520.00	$18.50	$407.00	$125.00	$2,750.00
7B-4	Catch Basin Type 1	4	EA	$4,000.00	$16,000.00	$3,000.00	$12,000.00	$2,943.00	$11,772.00	$3,800.00	$15,200.00
7B-5	Trench Safety System	1	LS	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,100.00	$1,100.00	$500.00	$500.00
			Division 7B Subtotal		**$20,436.00**		**$24,110.00**		**$18,042.00**		**$27,470.00**

Division 8A - Miscellaneous Construction (WSDOT Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
8A-1	Erosion Control	1	LS	$7,500.00	$7,500.00	$750.00	$750.00	$3,190.00	$3,190.00	$3,950.00	$3,950.00
8A-2	Cement Conc. Traffic Curb and Gutter	49	LF	$50.00	$2,450.00	$46.00	$2,254.00	$50.00	$2,450.00	$60.00	$2,940.00
8A-3	Cement Conc. Traffic Curb	222	LF	$50.00	$11,100.00	$53.00	$11,766.00	$45.00	$9,990.00	$55.00	$12,210.00
8A-4	Survey Monument Replacement	1	LS	$7,500.00	$7,500.00	$4,000.00	$4,000.00	$1,825.00	$1,825.00	$6,950.00	$6,950.00
8A-5	Cement Conc. Sidewalk	19	SY	$100.00	$1,900.00	$125.00	$2,375.00	$192.00	$3,648.00	$135.00	$2,565.00
8A-6	Cement Conc. Curb Ramp Type 1A	3	EA	$5,000.00	$15,000.00	$6,000.00	$18,000.00	$4,833.00	$14,499.00	$3,650.00	$10,950.00
8A-7	Cement Conc. Curb Ramp Type 1B	1	EA	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$5,010.00	$5,010.00	$2,450.00	$2,450.00
8A-8	Traffic Signal System (15th at Main)	1	LS	$170,000.00	$170,000.00	$150,000.00	$150,000.00	$145,197.00	$145,197.00	$142,500.00	$142,500.00
8A-9	Permanent Signing	1	LS	$2,000.00	$2,000.00	$1,800.00	$1,800.00	$4,046.00	$4,046.00	$1,500.00	$1,500.00
8A-10	Plastic Marking	1	LS	$8,000.00	$8,000.00	$18,000.00	$18,000.00	$27,954.00	$27,954.00	$17,950.00	$17,950.00
8A-11	Removing Marking	1	LS	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$5,913.00	$5,913.00	$4,500.00	$4,500.00
			Division 8A Subtotal		**$235,450.00**		**$218,145.00**		**$223,722.00**		**$208,465.00**
			Sales Tax - 8.9%		**$20,955.05**		**$19,414.91**		**$19,911.26**		**$18,553.39**
			Division 8A Total		**$256,405.05**		**$237,559.91**		**$243,633.26**		**$227,018.39**

W 15TH AVENUE - W MAIN STREET INTERSECTION IMPROVEMENTS - BID TABS

Division 8B - Miscellaneous Construction (Battle Ground Right-Of-Way)				Engineer's Estimate		Western United Civil Group		Clark & Sons Excavating		Grade Werks Excavating	
Item Number	Item	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
8B-1	Erosion Control	1	LS	$7,500.00	$7,500.00	$3,000.00	$3,000.00	$6,150.00	$6,150.00	$2,000.00	$2,000.00
8B-2	Topsoil Type COBG	86	CY	$75.00	$6,450.00	$65.00	$5,590.00	$64.00	$5,504.00	$65.00	$5,590.00
8B-3	Plant Selection Paperbark Maple (Acer Griseum)	11	EA	$300.00	$3,300.00	$850.00	$9,350.00	$188.00	$2,068.00	$250.00	$2,750.00
8B-4	Bark Chip Mulch	8	CY	$75.00	$600.00	$85.00	$680.00	$79.00	$632.00	$85.00	$680.00
8B-5	Seeded Lawn Installation	30	SY	$10.00	$300.00	$5.00	$150.00	$82.00	$2,460.00	$77.00	$2,310.00
8B-6	Cement Conc. Traffic Curb and Gutter	370	LF	$50.00	$18,500.00	$46.00	$17,020.00	$50.00	$18,500.00	$59.00	$21,830.00
8B-7	Survey Monument Replacement	1	LS	$7,500.00	$7,500.00	$4,000.00	$4,000.00	$1,825.00	$1,825.00	$6,950.00	$6,950.00
8B-8	Cement Conc. Sidewalk	275	SY	$100.00	$27,500.00	$120.00	$33,000.00	$159.00	$43,725.00	$128.00	$35,200.00
8B-9	Cement Conc. Curb Ramp Type 2B	1	EA	$5,000.00	$5,000.00	$3,000.00	$3,000.00	$4,944.00	$4,944.00	$2,950.00	$2,950.00
8B-10	Permanent Signing	1	LS	$10,000.00	$10,000.00	$500.00	$500.00	$3,054.00	$3,054.00	$5,250.00	$5,250.00
8B-11	Plastic Marking	1	LS	$42,000.00	$42,000.00	$25,000.00	$25,000.00	$16,401.00	$16,401.00	$25,000.00	$25,000.00
8B-12	Roadway Lighting	1	LS	$25,000.00	$25,000.00	$37,000.00	$37,000.00	$39,813.00	$39,813.00	$39,500.00	$39,500.00
8B-13	Preemergent, Commercial Grade Weed Barrier, 50/50 Mix Of River Rock And Landscape Rock For Medians	1	LS	$2,500.00	$2,500.00	$3,000.00	$3,000.00	$3,760.00	$3,760.00	$2,950.00	$2,950.00
			Division 8B Total		**$156,150.00**		**$141,290.00**		**$148,836.00**		**$152,960.00**

Project Subtotal	**$792,489.00**				**$707,941.00**				**$753,732.00**				**$793,459.00**
Sales Tax	**$35,350.80**				**$29,427.85**				**$31,472.36**				**$28,637.89**
Project Total	**$827,839.80**				**$737,368.85**				**$785,204.36**				**$822,096.89**

Rank	**N/A**			**First**			**Second**			**Third**
% Under(Over) Engineer's Estimate	**N/A**			**10.93**			**5.15**			**0.69**

Approved By: Ryan M Jeynes
City Engineer

10/8/2026
Date

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Meagan Lowery, Finance and Information Services Director
Date:	October 19, 2026
Proceeding Type:	CONSENT
Subject:	Police Radio Purchase with CRESA bulk order

Legislative History:	
• First Presentation	October 19, 2026

Staff Report Summary

Council has an opportunity to approve the purchase of 42 police radios with Clark Regional Emergency Service Agency (CRESA), receiving a large discount on the purchase of the radios.

Background

The City's Police Department currently has 24 portable (handheld) and 18 mobile (car) radios which are no longer supported by Motorola. These are vital pieces of equipment for our officers to respond to emergency events. The original expected cost to replace the radios was $351,838, and the intention was to split the cost over two budget cycles (2027-2028). This does not include any price increases that may occur over the next two years.

CRESA notified the City on September 30, 2026, that they would be doing a regional group radio purchase as it would provide an additional bulk order discount of $400-$600 per radio through the State of Washington Contract. Considering the number of radios the City needs to purchase, this method yields an estimated cost of $328,315, which represents a significant savings of $23,523 for the City.

This purchase also meets state bid law requirements, as it is completed through the Washington State cooperative contract with the National Association of State Procurement Officials. Because this purchase is more than $100,000 it requires Council authorization. Staff discussed this purchase with the Budget Advisory Committee on October 5, 2026.

Fiscal and Policy Implications

Existing general fund 2026 budget appropriation would be used to purchase radios, and the funds would come from the unrestricted general fund balance.

Options

- Approve the purchase of the police radios through CRESA as provided in the attached quote
- Do not approve and purchase in the future

Staff Recommendation – Approve the purchase as presented.

MOTOROLA SOLUTIONS

QUOTE-3847845

Billing Address:
CLARK REGIONAL EMERGENCY SERVICES AGCY
710 W 13TH ST
VANCOUVER, WA 98660
US

Shipping Address:
CLARK COUNTY
710 W 13TH ST
VANCOUVER, WA 98660
US

Quote Date:10/05/2026
Expiration Date:12/04/2026
Quote Created By:
Pawel Warzecha
Pavel.Warzecha@motorolasolutions.com

End Customer:
CLARK REGIONAL EMERGENCY SERVICES AGENCY

Contract: 19860 - NASPO 00318 AGREEMENT: STATE OF WASHINGTON

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	APX™ N70	APX N70				
1	H35UCT9PW8AN	PORTABLE RADIO APX N70 7/800 MODEL 4.5	24		$3,316.45	$79,594.80
1a	H38DA	ADD: SMARTZONE OPERATION	24		$1,030.76	$24,738.24
1b	Q173CA	ADD: SMARTZONE OMNILINK	24		$0.00	$0.00
1c	Q361CD	ADD: P25 9600 BAUD TRUNKING	24		$257.69	$6,184.56
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	24		$443.11	$10,634.64
1e	Q629BD	SOFTWARE LICENSE ENH: AES ENCRYPTION AND ADP	24		$408.80	$9,811.20
1f	QA09001AM	ADD: WIFI CAPABILITY	24		$257.69	$6,184.56
1g	QA03399AK	ADD: ENHANCED DATA	24		$129.21	$3,101.04
1h	QA08853AA	ADD: CPS ENABLEMENT*	24		$0.00	$0.00
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	24		$0.00	$0.00
1j	QA09017AA	ADD: LTE WITH ACTIVE SERVICE AT&T US*	24		$0.00	$0.00
1k	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	24		$635.83	$15,259.92

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
2	LSV01S03060A	APX N70 DMS ESSENTIAL	24	3 YEARS	$216.36	$5,192.64
3	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		$0.00	$0.00
	APX™ 6500 / Enh Series	ENHANCEDAPX6500				
4	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	18		$2,347.72	$42,258.96
4a	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	18		$86.14	$1,550.52
4b	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	18		$1,030.76	$18,553.68
4c	G67DT	ADD: REMOTE MOUNT E5 APXM	18		$255.50	$4,599.00
4d	GA00179AB	ADD: NO REMOTE CABLE NEEDED APX	18		$0.00	$0.00
4e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	18		$51.83	$932.94
4f	G843AH	ADD: AES ENCRYPTION AND ADP	18		$408.80	$7,358.40
4g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	18		$0.00	$0.00
4h	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	18		$443.11	$7,975.98
4i	GA01670AA	ADD: APX E5 CONTROL HEAD	18		$559.91	$10,078.38
4j	W22BA	ADD: STD PALM MICROPHONE APX	18		$62.05	$1,116.90
4k	QA09113AB	ADD: BASELINE RELEASE SW	18		$0.00	$0.00
4l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	18		$36.50	$657.00
4m	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	18		$257.69	$4,638.42
4n	G78AT	ENH: 3 YEAR ESSENTIAL SVC	18		$302.40	$5,443.20
4o	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	18		$635.83	$11,444.94
	APX™ Radio Management	RADIO MANAGEMENT				
5	T7914A	RADIO MANAGEMENT ON-PREMISE*	1		$0.00	$0.00
5a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ON-PREMISE	42		$86.14	$3,617.88

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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
6	HKVN4289A	SOFTWARE, APX CPS - CURRENT VERSION*	1		$0.00	$0.00
7	PMPN4591B	CHARGER, DESKTOP MULTI UNIT IMPRES 2, 6 DISPLAY, US	2		$1,405.43	$2,810.86
8	PMPN4604B	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	24		$161.80	$3,883.20
9	PMMN4141A	PORTABLE RSM XVP750, IP68, WITH KNOB	24		$396.48	$9,515.52
10	PMNN4817A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 4400T	24		$181.08	$4,345.92

Subtotal	$301,483.30
Estimated Tax	$26,832.01
Grand Total	**$328,315.31 (USD)**

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

- Additional information is required for one or more items on the quote for an order.

  Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

  The Parties hereby enter into this Agreement as of the Effective Date.

  Motorola Solutions, Inc.

  By: _____

  Name: _____

  Title: _____

  Date: _____

  Customer

  By: _____

  Name: _____

  Title: _____

  Date: _____

- This quote contains items with approved price exceptions applied against them.

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX N70 Portable Radio Solution Description

Overiview

The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.



Durable and Easy To Use

The APX N70 enhances operations with a full color transflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure–it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port

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connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.

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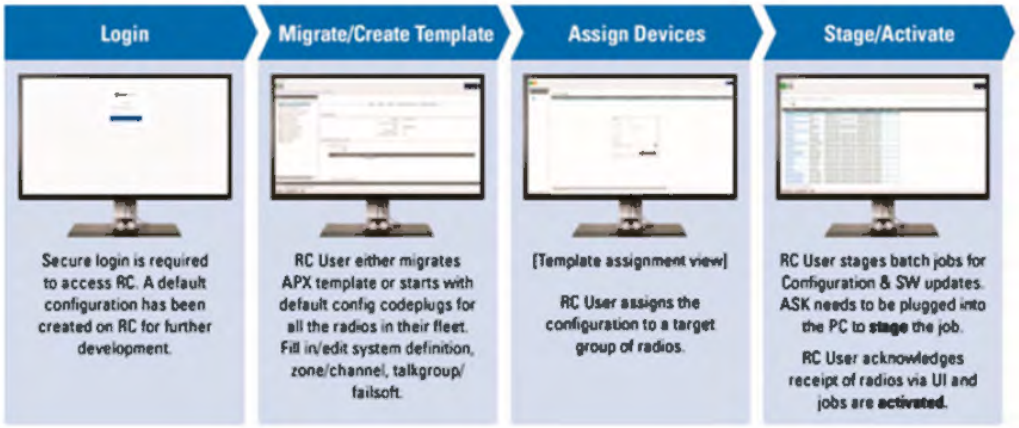


Figure 1: APX N70 Provisioning via Radio Central

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APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
  - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
  - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.
- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.

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- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

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Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

Limitations And Exclusions

- Device support does not include Land Mobile Radio (“LMR”) network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer’s data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.

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- Keep the site updated with the latest Customer information.

CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

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CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager Council
From:	Sam Crummett, Planning Supervisor Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	Battle Ground Comprehensive Plan Update

Legislative History:	
• Consent:	October 19, 2026

Staff Report Summary

Battle Ground is nearing completion of the periodic update to its Comprehensive Plan (2025–2045). Every 10 years, under the Growth Management Act (GMA), cities and counties must complete a major update to their Comprehensive Plans. The Comprehensive Plan serves as a 20-year vision and roadmap for how Battle Ground will develop over the next 20 years.

Background

Comprehensive Planning must be coordinated and consistent, as required by state law (RCW 26.70A.100). Both the City of Battle Ground and Clark County must approve their respective Plans so that they do not conflict with one another.

On October 1, the County Council conducted a public hearing to consider testimony regarding the comprehensive plan updates from all cities and interested stakeholders.

On October 2, Clark County granted Battle Ground its requested Urban Growth Boundary expansion to Dollars Corner, together with the removal of a portion of the Meadow Glade Area. Other amendments were approved, with the exception of a site-specific request involving three parcels in the northeast portion of the city (see “Amendment 27”).

On October 13, Clark County is expected to adopt an ordinance finalizing these decisions.

Fiscal and Policy Implications
N/A, at this time.

Goals and Objectives Relevance
N/A, at this time.

Options
N/A, at this time.

Staff Recommendation
Staff recommends that City Council set a public hearing for the November 16, 2026 City Council meeting, to hear testimony related to the Comprehensive Plan Update (2025-2045), through passage of the consent agenda.

Attachments

See the link to review all of the following plans:

https://cityofbg.box.com/s/9z7awig7lnocyld7n0s23148y4rq4s7t

- The City of Battle Ground Comprehensive Plan (2025 – 2045):
- City of Battle Ground Transportation Plan, December 2025
- City of Battle Ground Facilities Master Plan, 2026 – 2046
- City of Battle Ground Comprehensive Stormwater Master Plan, 2025 – 2045
- Hockinson School District Capital Facilities Plan, 2025 – 2031

Legal Review
N/A, at this time.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	Comprehensive Stormwater Master Plan Update

Legislative History:	
• Presentation: • Presentation/Public Hearing: • Consent:	November 3, 2025 December 1, 2025 October 19, 2026

Staff Report Summary

City Council will set public hearings for the Comprehensive Stormwater Master Plan (CSMP) update through passage of the consent agenda.

Background

The City is working on a Comp Plan Update as part of the Countywide process. As part of this, an updated Comprehensive Stormwater Master Plan is necessary. Windsor Engineers was hired to update the CSMP.

A completed draft plan that is ready for council review.

Fiscal and Policy Implications

N/A, at this time.

Goals and Objectives Relevance

N/A, at this time.

Options

N/A, at this time.

Staff Recommendation

Staff recommends that City Council set a public hearing for the November 16, 2026 City Council meeting, to hear testimony related to the CSMP, through passage of the consent agenda.

Attachments

N/A, at this time.

Legal Review

N/A, at this time.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	Transportation System Plan Update

Legislative History:	
• Consent:	October 19, 2026

Staff Report Summary

City Council will set public hearings for the Transportation System Plan (TSP) update through passage of the consent agenda.

Background

The City is working on a Comp Plan Update as part of the Countywide process. As part of this, an updated Transportation System Plan is necessary. Transpo was hired to update the TSP.

A completed draft plan that is ready for council review.

Fiscal and Policy Implications

N/A, at this time.

Goals and Objectives Relevance

N/A, at this time.

Options

N/A, at this time.

Staff Recommendation

Staff recommends that City Council set a public hearing for the November 16, 2026 City Council meeting, to hear testimony related to the TSP, through passage of the consent agenda.

Attachments

N/A, at this time.

Legal Review

N/A, at this time.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	Facilities Master Plan Update

Legislative History:	
• Consent:	October 19, 2026

Staff Report Summary

City Council will set public hearings for the Facilities Master Plan (FMP) update through passage of the consent agenda.

Background

The City is working on a Comp Plan Update as part of the Countywide process. As part of this, an updated Facilities Master Plan is necessary. City staff updated the FMP.

A completed draft plan that is ready for council review.

Fiscal and Policy Implications

N/A, at this time.

Goals and Objectives Relevance

N/A, at this time.

Options

N/A, at this time.

Staff Recommendation

Staff recommends that City Council set a public hearing for the November 16, 2026 City Council meeting, to hear testimony related to the FMP, through passage of the consent agenda.

Attachments

N/A, at this time.

Legal Review

N/A, at this time.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	Council
From:	Sam Crummett, Planning Supervisor
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	Hockinson School District Capital Facilities Plan

Legislative History:	
• Consent:	October 19, 2026

Staff Report Summary

City Council will set public hearings for the Hockinson School District Capital Facilities Plan update through passage of the consent agenda.

Background

There is a small portion of the Hockinson School District located in the City of Battle Ground. As part of the Comp Plan update, the School District is asking that their Capital Facilities Plan be adopted. Note, Clark County has already adopted the CFP, in its jurisdiction.

Fiscal and Policy Implications

N/A, at this time.

Goals and Objectives Relevance

N/A, at this time.

Options

N/A, at this time.

Staff Recommendation

Staff recommends that City Council set a public hearing for the November 16, 2026 City Council meeting, to hear testimony related to the Hockinson School District CFP, through passage of the consent agenda.

Attachments

N/A, at this time.

Legal Review

N/A, at this time.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Kristin Lehto, Community Development Director
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	New Zoning Code Chapter for Master Planned Developments

Legislative History:	
• Consent:	October 19, 2026

Staff Report Summary

City Council will set a public hearing for the Master Planned Development code language BGMC Chapter 17.160 through passage of the consent agenda.

Background

As the City continues to focus on creating opportunities for employment and job growth, there has been increased interest in Master Planned Developments. The proposed code section establishes standards and procedures to provide a clear framework for this type of development.

Completed draft language is ready for council review.

Fiscal and Policy Implications

N/A, at this time.

Goals and Objectives Relevance

N/A, at this time.

Options

N/A, at this time.

Staff Recommendation

Staff recommend that City Council set a public hearing for the November 16, 2026, City Council meeting, to hear testimony related to the Master Planned Development code, through passage of the consent agenda.

Attachments

BGMC 17.160 Master Planned Developments

Legal Review

N/A, at this time.

Chapter 17.160 MASTER PLANNED DEVELOPMENTS

17.160.010 Purpose.

17.160.020 Applicability.

17.160.030 Review Process.

17.160.040 Master Planned Development Standards.

17.160.050 Submittal Requirements.

17.160.060 Approval Criteria.

17.160.070 Approved Master Planned Development.

17.160.080 Vesting.

17.160.090 Validity and Extensions.

17.160.100 Modification to Approved Master Planned Developments.

17.160.010 Purpose.

A. The Master Planned Development process is intended to provide a coordinated review and approval process for larger-scale employment-oriented development that may be constructed in multiple phases over an extended period of time, and where a unified plan of development, infrastructure, and land use relationship is necessary to achieve an orderly and more efficient development than otherwise permitted by base zone allowances. Components of a Master Planned Development are intended to:

1. Promote consistency with the goals, policies, and objectives of the City of Battle Ground Comprehensive Plan.
2. Promote economic development, job creation, and private investment.
3. Facilitate the development of larger areas in an integrated manner over a period of time as specified in the plan.
4. Provide certainty regarding the character, timing, and conditions for developments, including phased developments, while at the same time providing a degree of flexibility to respond to changes in market and economic conditions.
5. Provide needed infrastructure in an orderly, fiscally responsible manner.
6. Preserve or enhance natural amenities, features, shorelines, and environmentally sensitive areas.
7. Promote the planning and development of sites in a manner that avoids and minimizes potential adverse environmental impacts and that ensures appropriate mitigation.
8. Encourage environmentally sustainable development.

17.160.020 Applicability and eligibility.

A Master Planned Development may take the form of commercial, industrial, or mixed-use development. Each is intended to accommodate and facilitate larger-scale development designed to accomplish integrated and flexible site planning. Use of the Master Planned Development process is optional and limited to proposals that meet the eligibility requirements of this chapter.

A. Eligibility. A proposal may be processed as a Master Planned Development only when it meets the following criteria:

1. Eligible Zones.

a. Master Planned Developments are permitted on property located within the following employment zoning districts:

i. Commercial (RC, D, CC, NC)

ii. Industrial (ML, EC, WE)

iii. Mixed-Use (MU-R, MU-E)

b. The Master Planned Development procedure shall not be used for property located within residential zoning districts, unless otherwise authorized by subsection B of this section.

2. Minimum Site Area. The subject site shall meet the minimum site area established for each zone as follows:

a. Commercial (RC, D, CC, NC) = Ten (10) acres

b. Industrial (ML, EC, WE) = Twenty (20) acres

c. Mixed-Use (MU-R, MU-E) = Twenty (20) acres

B. Discretionary Eligibility.

1. The Community Development Director may determine that a development not meeting the requirements of subsections A.1 through A.2 of this section is eligible for Master Planned Development review after receipt of a discretionary eligibility determination request as detailed in subsection B.2, below, provided:

a. The proposal is of sufficient size, complexity, or phasing to warrant review through the master planned development process;

b. Residentially zoned land is not included in the development unless it is determined by the Community Development Director to be ancillary and supportive of the overall development concept, provided that land zoned residential does not exceed twenty five (25) percent of the total gross acreage of the Master Planned Development area; and

c. Processing the proposal as a Master Planned Development will provide a substantial public benefit, improve infrastructure coordination and installation, or more effectively implement the Comprehensive Plan.

2. Discretionary Eligibility Determination Request. Applicants shall submit the following to be considered for Master Planned Development eligibility when the proposed development does not meet the eligibility requirements in subsection A of this Section:

a. A narrative describing the proposed development, including:

i. The overall scope and development program or plan;

ii. Existing and proposed land uses of the property/ies proposed to be developed (“subject site”);

iii. The anticipated development phasing schedule; and

iv. How the proposal satisfies the applicable criteria of this section, the underlying base zone criteria, and any additional criteria relevant to the proposed land use action.

b. A conceptual master plan showing:

i. The boundaries of the subject site are sufficient to show its location in relation to surrounding areas;

ii. Existing zoning for the subject site and any adjacent zoning designations;

iii. Proposed land use areas and associated acreages;

iv. Major access points and circulation concepts; and

v. Proposed phasing boundaries.

c. Any additional information required by the Community Development Director to assist in determining applicability.

3. Review of Applicability.

a. Applications for discretionary applicability shall be reviewed and decided by the Community Development Director. The Community Development Director, in consultation with the City Engineer, shall review the materials submitted by an applicant as provided in subsection B to determine whether an application satisfies the discretionary applicability standards of subsection B.1 and B.2 of this section. If the Community Development Director determines the development will be reviewed as a master planned development, the Director will then determine whether the master planned development will be subject to a Type II or Type III review procedure consistent with section 17.160.030 of this chapter.

b. An applicant may appeal the denial of a discretionary eligibility determination to the City Manager by filing a written appeal within thirty (30) days of the date the applicant is notified of the denial. The appeal shall be limited to the discretionary eligibility determination and shall not constitute an appeal of any subsequent permit decision or determination associated with the applicable permit process. The City Manager's decision on the appeal shall be final.

c. A determination that an application meets the discretionary applicability requirements of this section does not constitute approval of the Master Planned Development itself and does not establish entitlement to any particular land use, density, dimensional standard, or permit approval.

17.160.030 Review Process.

A. Pre-Application Conference Required. A pre-application conference shall be required for all Master Planned Development applications and shall be conducted in accordance with BGMC 17.200.045. The pre-application conference will also function to clarify the applicable submittal requirements, as referenced in 17.160.050.

B. Consolidated Review. When a Master Planned Development application includes multiple land use actions, permits, or approvals, reviews may be consolidated into a single process subject to the highest applicable review procedure.

C. Review Classification. Master Planned Development applications shall be processed and reviewed as either a Type II or Type III application pursuant to BGMC 17.200, based on the characteristics of the proposal consistent with the conditions below.

1. A Master Planned Development is subject to a Type II review process, with decision by the Community Development Director, or designee, when all of the following apply:

a. The master plan area is less than twenty five (25) acres;

b. The proposal does not include any use not otherwise permitted in the underlying zoning district(s); and

c. The proposal is not otherwise required to be processed as a Type III application.

2. A Master Planned Development is subject to a Type III review, with recommendation by the Community Development Director, or designee, and decision by the Hearing Examiner, if the proposal does not meet the requirements of 17.160.030(C)(1).

D. Development Agreements. Where a development agreement is proposed to deviate from applicable standards or criteria in the city code, excluding variances permitted through BGMC 17.149, it shall be approved by city Council prior to submittal of a Master Planned Development application. The development agreement shall be processed consistent with RCW 36.70B.170.

17.160.040 Master Planned Development Standards.

A. Applicability of underlying zone. Except as otherwise expressly modified through an approved Development Agreement, all uses and development within a Master Planned Development shall

comply with:

1. The standards of the underlying zoning district(s);
2. All other applicable provisions of the Battle Ground Municipal Code; and
3. The provisions of this chapter.

B. Where there is a conflict between the requirements of this chapter and other chapters, the provisions of this chapter shall prevail.

C. Landscaping.

1. A minimum of twenty (20) percent of the gross area of the Master Planned Development shall be provided as landscaped area. Landscaped areas may include planting beds, lawn areas, native vegetation, critical areas, rain gardens, plazas with integrated landscaping, vegetated stormwater facilities, and similar landscape features. Compliance with this standard will be evaluated for the entire Master Planned Development, not individual phases.
2. At least fifty (50) percent of the landscaped area as required under subsection C.1. above, shall be provided as active-use landscaped areas intended for employee, visitor, or general public use. Active-use landscaped areas may include, but not limited to, plazas, courtyards, recreational spaces, trails, outdoor seating areas, gathering spaces, or similar amenities designed for pedestrian occupancy and use.
3. Where the Master Planned Development abuts residential zoning districts, a landscaped buffer shall be provided along the shared property line between the Master Planned Development area and properties within residential zoning districts. Said buffer shall be a minimum of twenty (20) feet in width and designed to meet the B3 buffer standards provided in BGMC 17.131.080. Existing vegetation in the required buffer areas may be retained and used to satisfy the buffer requirement if the city determines that such vegetation existing prior to submission of the Master Planned Development application provides adequate screening to meet all or a portion of the requirements of this subsection C.3 and BGMC 17.131.080.
4. Landscaping shall be distributed throughout the Master Planned Development and designed to:
    a. Define and enhance primary street frontages and internal circulation routes;
    b. Provide pedestrian scale amenities and visual interest;
    c. Screen and soften the appearance of parking, loading, service, and utility areas;
    d. Provide screening and buffering to adjacent uses;
    e. Preserve, incorporate, or supplement significant natural features and open spaces; and
    f. Contribute to a unified site design across all phases of the proposed Master Planned Development and after completion of the same.

D. Split-Zoned or Multi-Zoned Master Planned Developments.

1. When a Master Planned Development includes property located in more than one zoning district (split-zoned or multi-zoned Master Planned Development), the overall density, intensity, and distribution of uses shall conform to the applicable zoning requirements when considered across the entire master plan area.
2. Development within a split-zoned or multi-zoned Master Planned Development shall be arranged so that the location, scale, intensity, hours of operation, access, service functions, and site design of uses are compatible with surrounding uses at the perimeter of the Master Planned Development.
3. Nothing in this section authorizes the establishment of prohibited or nonconforming uses into an area where such uses are not otherwise permitted, unless specifically approved through a Development Agreement.

17.160.050 Submittal Requirements.

Master Planned Development review applications shall include the following:

A. Fees associated with the application.

B. Completed application form with signatures of each property owner within the Master Planned Development area acknowledging that all owners agree to be bound by conditions of approval.

C. Narrative addressing how the application/proposed development meets or exceeds all relevant approval criteria and technical standards for the applicable land use approval(s). Such narrative shall include a description of the proposed uses, structures, abutting properties, access, and project and phasing schedule. The narrative shall summarize key findings from all supporting technical reports and studies, as may be applicable, and describe how the proposal addresses those findings.

D. SEPA checklist (if applicable).

E. Technical Reports (if applicable).

1. Traffic Impact Analysis;
2. Geotechnical Studies;
3. Hydrology Report;
4. Critical Areas Report;
5. Archaeology Report;
6. Utility Infrastructure and Capacity Analysis; and
7. Other technical reports deemed necessary to evaluate the proposal and demonstrate compliance with this title and other applicable regulations.

F. Existing Conditions Plan. An existing conditions plan shall include the following information:

1. A to-scale vicinity map showing location of the subject site within the City of Battle Ground and the surrounding existing street system.
2. Property boundaries, dimensions, and size of site.
3. Graphic scale of the drawing and the orientation relative to north.
4. The location, name, and dimensions of all streets adjoining the site indicating whether privately or publicly owned.
5. The location of existing structures and other improvements on the site, including structures, driveways, parking, loading, pedestrian paths, open space, and utilities.
6. Elevation of the site at two-foot contour intervals for grades zero (0) percent to ten (10) percent and at five-foot contour intervals for grades more than ten (10) percent.
7. The approximate location of significant natural conditions, such as:
    a. The one-hundred-year floodplain;
    b. The location of drainage patterns and drainage course;
    c. Slopes in excess of fifteen (15) percent;
    d. Unstable ground, e.g., land subject to slumping, slides or movement;
    e. Wetland indicators;
    f. Areas having severe soil erosion potential; and
    g. Significant wildlife habitat or vegetation.

G. Proposed Master Plan. The proposed master plan shall be drawn at the same scale as the existing conditions plan and shall include the following information:

1. The proposed site and its dimensions, area, and orientation relative to north;
2. Abutting properties or, if abutting properties extend more than one hundred feet from the site,

the portion of abutting properties within one hundred feet of the site, and the approximate location of structures and uses on abutting property or portion of the abutting property;

3. The location and distribution of proposed land use areas;
4. The general alignment and hierarchy of transportation facilities including public and private streets, access, and pedestrian connections;
5. A summary of the anticipated development program, including proposed land use categories, approximate development intensity, including the estimated square footage and residential density (if applicable);
6. Existing structures to be retained on the site and their distance from property lines; and
7. Proposed structures on the site.

H. Utility Plan. The utility plan shall show the following:

1. The proposed location, size, and connection points to existing public systems, and terminus points for sanitary sewer, water, and stormwater drainage and control;
2. Stormwater information provided in conformance with Chapter 18.250 BGMC;
3. Public and private easements for sanitary sewer, water, and stormwater; and
4. Major utility infrastructure necessary to serve each phase of the development.

I. Phasing Plan. The phasing plan shall include:

1. Proposed phasing boundaries;
2. The anticipated sequence of development, if known;
3. Critical infrastructure necessary to support each phase; and
4. The relationship between each phase and required public improvements, utilities, and access.

J. Connectivity Plan. A connectivity plan shall be provided to demonstrate how the Master Planned Development will provide safe and coordinated connections within the site and to surrounding properties and public facilities. The connectivity plan shall include, as applicable:

1. Existing and proposed street connections;
2. Pedestrian and bicycle connections within the site and to adjacent rights-of-way, transit facilities, trails, sidewalks, and nearby activity centers;
3. Emergency service access routes;
4. Stub streets, shared access opportunities, and future connection points to adjacent or nearby properties;
5. Internal block, tract, or circulation patterns intended to support coordinated phased development;
6. Identification of connectivity facilities to be constructed with each phase;
7. Street classification of all internal and adjacent streets; and
8. Transit service availability.

K. Landscape Plan. A landscape plan shall be provided to demonstrate how the Master Planned Development will provide landscaping and screening within and surrounding the project site. The landscape plan shall demonstrate how the project meets BGMC 17.160.040(C).

L. Mailing Labels. A current list of names and addresses of all property owners within a 500-foot radius of the site shall be provided.

M. Recorded Development Agreement (if applicable).

N. Additional Submittal Requirements. Applications shall include any other submittal requirements identified in the pre-application conference notes issued by the city, where such materials are reasonably necessary to determine compliance with this chapter, conduct environmental review, or evaluate infrastructure, phasing, or public service impacts.

17.160.060 Approval Criteria.

The city may approve a Master Planned Development based on findings that:

A. The application is consistent with relevant sections of the Comprehensive Plan;

B. The application is consistent with the uses, standards, and requirements of the underlying zoning district, any relevant overlay districts, and BGMC 17.160.040, except to the extent modified through an approved Development Agreement;

C. The proposed Master Planned Development complies with applicable provisions within BGMC Title 18, including critical areas and SEPA requirements.

D. The proposed Master Planned Development complies with BGMC chapter 18.250, Stormwater Control and Drainage;

E. There will be adequate public facilities and infrastructure capacity available to serve each phase of development by the time that phase is completed;

F. The Master Planned Development contains design, landscaping, parking/traffic management, and use arrangement that avoid, minimize, or mitigate conflicts between the Master Planned Development and adjacent or nearby uses;

G. Potential significant off-site impacts including but not limited to noise, shading, glare, and traffic have been identified and mitigation has been incorporated to the extent reasonable and practicable;

H. A coordinated system of pedestrian, bicycle, and vehicular circulation is provided that connects uses, buildings, open spaces, and transit or trail opportunities:

I. The proposed development is consistent with the city's adopted parks, recreation, and open space plan (PROS plan), including, as applicable, park land dedication, recreational amenities, trail connections, open space preservation, and multimodal connectivity;

J. The proposed development is designed to be consistent with the provisions of the shoreline master program and critical areas ordinance, as applicable;

K. Any proposed phasing plan, development agreement, or implementing measure will ensure coordinated provision of infrastructure, utilities, access, open space, and other required improvements throughout the life of the development:

L. Where a Master Planned Development includes a request for a variance or modification, the applicant shall demonstrate through plans and documents that the requested adjustment is consistent with the applicable criteria in BGMC

17.160.070 Approved Master Planned Development.

An approved Master Planned Development shall consist of a master plan specifying all terms and conditions of approval, permitted uses, development standards, and phased implementation plans.

A. Effect of Approval. Approval of a Master Planned Development establishes the overall development framework for the subject property, including approved land uses, development areas, circulation systems, infrastructure framework, and phasing, as applicable.

B. Subsequent Development. All subsequent development and phases of development that were conceptually approved as part of the initial Master Planned Development approval shall be subject to further review, as required by this code, in accordance with the procedures in BGMC 17.200 in effect at the time of development application, unless otherwise expressly provided in an approved Development Agreement.

C. Implementing Applications. Any development applications submitted for property within an approved Master Planned Development shall be reviewed for consistency with and implement the master planned development plan. Such implementing applications with appropriate fees shall include but not be limited to applications for preliminary plat approval, binding site plans, site plans, zoning decisions, building permits, and other similar applications. Any subsequent application shall be reviewed and approved in

accordance with the conditions and standards contained within the approved Master Planned Development.

D. Nothing in this section eliminates any requirements for an applicant to obtain any additional permit or approval otherwise required by this code or other applicable law.

17.160.080 Vesting.

A. A completed and accepted Master Planned Development application shall vest the development regulations, standards, conditions, and laws applicable on the date the application is deemed technically complete by the city, unless vesting is otherwise provided through an approved Development Agreement.

B. During the applicable vesting period, the applicant shall be entitled to implement the Master Planned Development in accordance with the terms and conditions of approval set forth in the final decision, subject to the limitations of this section.

C. Vesting under this section shall not apply to the following, which shall be governed by the regulations in effect at the time of subsequent permit approval, construction approval, or installation, as applicable:

1. Stormwater regulations and requirements, including without limitation Chapter 18.250 BGMC;
2. Building, fire, mechanical, plumbing, electrical, energy, and other construction or life-safety codes, as adopted or amended by the city.
3. Sewer service regulations provided by Clark Regional Wastewater District.
4. Water service regulations provided by Clark Public Utilities.

D. The vesting term of a Master Planned Development shall be no longer than the approval period established under BGMC 17.160.090.

17.160.090 Validity and Extensions.

A. Approval Period. All Master Planned Development approvals shall be valid for a period of 10 years from the date of final master plan approval, unless a different validity period is expressly established in an approved Development Agreement.

B. Extensions. A Master Planned Development approval may be extended for up to two additional periods of two (2) years each, subject to the criteria and procedures of this subsection.

1. A request for extension shall be submitted in writing and received by the city no later than ninety (90) days prior to the expiration of the approval period and shall include sufficient information for the city to determine whether the applicable completion threshold has been met.
2. Approval of an extension is subject to the following criteria:
    a. Construction Progress.
        i. For the first extension, at least forty (40) percent of the approved Master Planned Development, measured by completed infrastructure, completed phases, constructed square footage, platted lots, or other objective indicators approved by the city, has been completed in substantial conformance with the approved Master Planned Development;
        ii. For a second extension, at least sixty (60) percent of the approved Master Planned Development, measured by completed infrastructure, completed phases, constructed square footage, platted lots, or other objective indicators approved by the city, has been completed in substantial conformance with the approved Master Planned Development;
    b. The applicant has diligently pursued implementation of the Master Planned Development;
    c. The approved phasing plan remains feasible;
    d. Adequate public facilities and services remain available or are expected to be available

to serve the development; and

e. Circumstances have not changed in a manner that would make continued validity of the approval contrary to the public health, safety, or welfare.

3. The Community Development Director shall render their decision regarding an extension request in writing within thirty (30) days of receipt.

4. The Community Development Director may add additional conditions on the project as part of the extension approval that, if not added, would make the project ineligible for extension.

17.160.100 Modification to Approved Master Planned Developments.

Modifications to approved Master Planned Developments include requests to add, remove, or change any aspect of the approved Master Planned Development. The type of approval process required to address modification of an approved Master Planned Development depends upon the magnitude/substantive extent of the proposed change.

A. Requested modifications to an approved Master Planned Development other than those deemed major modifications as provided in subsection B of this section may be reviewed in accordance with the Post-Decision Review procedures outlined in BGMC 17.200.104.

B. Requested modifications to an approved Master Planned Development that expand the original Master Planned Development boundary, substantially change the approved use(s), alter the nature or intensity of activity, or require additional environmental review shall be deemed major modifications and reviewed through the same process as the original Master Planned Development.

C. All modifications shall remain subject to the same approval period established for the original Master Planned Development approval unless an extension is separately approved pursuant to BGMC 17.160.090.

D. The city may impose additional conditions or requirements as may be advisable, appropriate, or necessary in conjunction with the approval of proposed modifications, including, but not limited to, requirements necessary to address changes to applicable codes, adopted plans, laws, regulations, standards, or other applicable requirements that have occurred since the original approval of the master plan and are applicable to the proposed modifications.

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager Council
From:	Kristin Lehto, Community Development Director Sam Crummett, Planning Supervisor
Date:	October 19, 2026
Proceeding Type:	Consent/Set Public Hearing
Subject:	Winters Rezone Request (Ordinance No. 2026-30)

Legislative History:	
• Consent:	October 19, 2026

Staff Report Summary

Sun Country Homes is requesting a zone change from Neighborhood Commercial (NC) to Residential-16 units per acre (R-16). According to Clark County GIS, the parcel is approximately 10 acres in size. The request would retain approximately 2.55 acres of NC zoning on the northwest corner of the property, while the remaining 7.56 acres would be rezoned to R-16.

Background

This rezone request will be reviewed and considered together with the Comprehensive Plan update.

A presentation and further information on this request will be provided at the November 2, 2026 and November 16, 2026 Council meetings.

Fiscal and Policy Implications
N/A, at this time.

Goals and Objectives Relevance
N/A, at this time.

Options
N/A, at this time.

Staff Recommendation

Staff recommends that City Council set a public hearing for the November 16, 2026 City Council meeting, to hear testimony related to this item: Ordinance No. 2026-30 Winters Rezone.

Legal Review

N/A, at this time.

CITY OF BATTLE GROUND
STAFF REPORT

To:	City Council
From:	Meagan Lowery, Finance and Information Services Director
Date:	October 19, 2026
Proceeding Type:	PRESENTATION
Subject:	3rd Quarter 2026 Financial Overview

Legislative History:	
• Presentation Only	October 19, 2026

Staff Report Summary

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

Background

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

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

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Presentation/Set Public Hearing
Subject:	Sidewalk Code

Legislative History:	
• Presentation: • Presentation/Public Hearing: • Presentation:	April 6, 2026 April 20, 2026 October 19, 2026

Staff Report Summary

Staff will present an update to the city's sidewalk code, including a sidewalk assistance program.

Background

Staff had prepared an update to the city's sidewalk code as part of spring annual updates. There were some concerns with the updates so they were not approved by City Council at that time. Staff has made some updates to address those concerns and will present those to council.

Fiscal and Policy Implications

N/A

Goals and Objectives Relevance

N/A

Options

N/A

Staff Recommendation

Staff recommends that City Council listen to the presentation and ask any questions that may come up. Staff also recommends that City Council set the public hearing for the November 16, 2026 meeting.

Attachments

A.	Ordinance No. 2026-28
B.	Sidewalk Assistance Program & Application

Legal Review

Type of Document	Title of Document	Date Reviewed by Legal Counsel
• Ordinance	Ord. No. 2026-28 – An Ordinance Amending Chapter 12.108 Maintenance of Sidewalks	Currently under legal review.

ORDINANCE NO. 2026-28

AN ORDINANCE AMENDING BATTLE GROUND MUNICIPAL CODE TITLE 12 STREETS AND SIDEWALKS; CHAPTER 12.108 MAINTENANCE OF SIDEWALKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CORRECTIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Battle Ground Municipal Code is a document containing 20 Titles and mulitple Chapters and is codified by the adoption of ordinances and published in a code book by Book Publishing Company; and

WHEREAS, periodically the City of Battle Ground Municipal Code needs to be updated or improved for presentation to the City Council; and

WHEREAS, the City Council of the City of Battle Ground held a public hearing on November 16, 2026 for the purpose of allowing citizens of the City of Battle Ground to comment on changes; and

WHEREAS, the City Council of City of Battle Ground has reviewed the proposed changes; and

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

SECTION 1. TITLE 12 STREETS AND SIDEWALKS; CHAPTERS 12.108 MAINTENANCE OF SIDEWALKS, ARE HEREBY AMENDED AS FOLLOWS:

Chapter 12.108 – Maintenance Of Sidewalks

12.108.010 State statutes adopted by reference.
12.108.020 Hazardous conditions on public street right-of-way.
12.108.030 Property owner liable for maintenance and repairs.
12.108.040 Resolution of necessity – Liability of abutting properties.
12.108.050 Notice to construct, reconstruct, and/or repair.
12.108.060 Sidewalk replacement minimum criteria.
12.108.070 Permit required.
12.108.080 Sidewalk repair assistance program.
12.108.~~020~~090 Snow and ice removal.

12.108.010 State statutes adopted by reference.
Chapters 35.68, ~~and~~ 35.69, and 35.70 RCW, together with all future amendments thereto, are incorporated by reference and adopted in their entirety as if fully contained in this chapter.

12.108.020 Hazardous conditions on public street right-of-way.
It is unlawful for the owner and/or any person occupying or having charge or control of any premises abutting upon any public street right-of-way or alley in the city to construct, place, cause, create, maintain or permit to remain upon any part of said right-of-way located between the curb line, or, if there is no curb line, then between the adjacent edge of the traveled portion of such right-of-way and the abutting property

line, any condition, structure or object dangerous or hazardous to the use of said right-of-way by the members of the general public, including but not limited to the following conditions:

A. Defective sidewalk surfaces caused by property owner actions, including but not limited to broken or cracked cement concrete, stub-toes, depressions within or between sidewalk joints;

B. Defective cement concrete surfaces placed adjacent to the public sidewalk or defects at the juncture between said cement surfaces and said public sidewalks, including stub-toes or depressions at said junction;

C. Defects in sidewalks or public ways caused or contributed to by the roots of trees or similar growth or vegetation located on private adjoining property. Except that where a sidewalk, street or curb is damaged by a parking strip tree maintained by the city, responsibility for damage to the sidewalk shall remain with the city;

D. Defective conditions caused by tree limbs, foliage, brush or grass on or extending over such public sidewalks or rights-of-way;

E. Defective conditions on the parking strip area between the curb line and the sidewalk, or, if there is no curb line, then between the edge of the traveled portion of the street and the sidewalk and between the sidewalk and the abutting property line;

F. Defects resulting from accumulation of ice and snow on public sidewalks or on the right-of-way between the curb line or, if there is no curb line, then between the adjacent edge of the traveled portion of the street roadway and the abutting property line;

G. Defects consisting of foreign matter on the public sidewalks, including but not limited to gravel, oil, grease, or any other foreign subject matter that might cause pedestrians using said sidewalk to fall, stumble or slip by reasons of the existence of such foreign matter; and/or

H. Defective handrails or fences or other similar structures within or immediately adjacent to said right-of-way area.

12.108.030 Property owner liable for maintenance and repairs.

Whenever any public right-of-way in the city shall have been improved by the construction of a sidewalk along either side thereof, the duty and expense of the inspection, maintenance, cleaning, repair and renewal of said sidewalk, including the erection or maintenance of suitable barriers along the outer margin of said sidewalk where the same is elevated more than two feet above the abutting property, shall be upon the owner of the directly abutting property; provided, however, that if the difference in elevation is the result of a change in street grade occasioned by any city, county or state roadway construction, reconstruction or improvement project, then in that event said barrier shall be erected or installed as a part of such project and the cost thereof shall be borne by the project.

12.108.040 Resolution of necessity – Liability of abutting property.

Whenever a portion, not longer than one block in length, of any street is not improved by the construction of a sidewalk thereon, or the sidewalk thereon has become unfit or unsafe for purposes of public travel,

and the street adjacent to both ends of such portion is so improved and in good repair, and the city council, by resolution, finds that the improvement of such portion by such street by the construction or reconstruction of a sidewalk thereon is necessary for the public safety and convenience, the duty, burden and expense of constructing or reconstructing such sidewalk shall devolve upon the property directly abutting upon such portion; provided, that such abutting property shall not be charged with any costs of construction or reconstruction under this chapter in excess of 50 percent of the valuation of such abutting property, exclusive of improvements thereon, according to the valuation last placed upon it for the purpose of general taxation.

12.108.050 Notice to construct, reconstruct, and/or repair.

When the city council has adopted such resolution as set forth in BGMC 12.108.030, it shall cause a notice to be served on the owner of the property directly abutting on such portion of such street, instructing the owner to construct or reconstruct a sidewalk on such portion in accordance with plans and specifications which shall be attached to the notice. The notice shall be deemed sufficiently served if delivered in person to the owner, or if left at the home with a person of suitable age and discretion then resident therein, or with an agent of such owner authorized to collect rentals on such property, or, if such owner is a nonresident of the state, by mailing a copy to his last known address, or if he is unknown or if his address is unknown, then by posting a copy in a conspicuous place on such portion of the street where the improvement is to be made. The notice shall specify a reasonable time within which such construction or reconstruction shall be made, and shall state that in case the owner fails to make the same within such time, the city will proceed to make it through the officer or department thereof charged with the inspection of sidewalks, and that such officer or department will report to the city council, at a subsequent date to be definitely stated in the notice, an assessment roll, showing the lot or parcel of land directly abutting on such portion of the street so improved, the cost of the improvement, and the name of the owner, if known; and that the city council, at the time stated in the notice or at the time or times to which the same may be adjourned, will hear any and all protest against the proposed assessment. Upon the expiration of the time fixed within which the owner is required to construct or reconstruct such sidewalk, if the owner has failed to perform such work, the city may proceed to perform it, and the officer or department of the city performing the work shall, within the time fixed in the notice, report to the city council an assessment roll showing the lot or parcel of land directly abutting on such portion of the street so improved, the cost of the work, and the name of the owner, if known. The city council shall, at the time in such notice designated, or at an adjourned time or times, assess the cost of such improvement against said property, and shall fix the time and manner for payment thereof, which assessment shall become a lien upon such property and shall be collected in the manner as is provided by law for collection of local improvement assessments under this title.

12.108.060 Sidewalk replacement minimum criteria.

A. Step 1. Sidewalk problems needing replacement, correction, renewal, or repair are identified pursuant to minimum criteria written and updated by the public works department.

B. Step 2. When sidewalk problems requiring correction are identified by the public works department, a letter will be sent to the abutting property owner containing the following:

1. Problems with the existing sidewalk and why corrections, repairs, cleaning, or renewal of it are needed;

2. A copy of the city ordinance pertaining to the owner's responsibilities for sidewalks;

3. A specified time frame within which the owner is to complete the identified corrections, repairs, cleaning, or renewal;

4. Notice that the failure of the owner to complete the identified repairs, cleaning, or renewal will result in the city undertaking the necessary work and improvements, with all associated costs to be borne by the adjacent lot owner;

5. A copy of the "sidewalk repair assistance application", subject to BGMC 12.108.080, to waive or partially waive, replacement costs to property owners who meet eligibility requirements.

C. Step 3. If the corrections, repairs, cleaning, or renewal identified by the city are not completed within specified time frame, the city will complete said improvements and issue a letter to the abutting property owner indicating the following:

1. Identify the date a letter pursuant to subsection B of this section was issued to the owner;

2. Identification of corrective actions taken to complete said work;

3. Identification of cost borne by the city to complete said work;

4. Identification of time and place of city council meeting to hear all protest against assessments.

D. Step 4. City council shall hear any protests against the assessments at the time and place indicated in the letter to the owners and assess the costs of such work to adjacent lot owners. If the city council chooses, the adjacent owners shall be invoiced all costs borne by the city for such work and if unpaid for over 30 days, any and all costs borne by the city shall become a lien upon the property.

12.108.070 Permit required.
Any person desiring to repair, change or relocate any sidewalk abutting their property shall make application for a permit per BGMC Chapter 12.118.

12.108.080 Sidewalk repair assistance program.
The city, as budgeted by city council, has a sidewalk repair assistance program the procedures for which will be written and updated by the finance director. Property owners who wish to utilize the program must submit a sidewalk repair assistance application meeting the requirements of the program to receive financial assistance from the city, as funding is available.

12.108.~~020~~090 Snow and ice removal.
It is the responsibility of the owner or occupant of private property to remove snow and ice on the sidewalks abutting his or her property in a timely manner and, if practical, prevent it becoming or remaining in an icy, ridged, uneven, or humped condition or in a condition, which is potentially hazardous to users of the public sidewalks.

SECTION 2. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall 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 3. REGULATORY CONFLICTS. All other Ordinances and parts of other Ordinances inconsistent or conflicting with any part of this Ordinance are hereby repealed to the extent of the inconsistency or conflict.

SECTION 4. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical 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 published in summary form and be in full force and effective thirty (30) days from the final passage date in accordance with law.

ADOPTED IN OPEN MEETING OF THE CITY COUNCIL OF THE CITY OF BATTLE GROUND, WASHINGTON THIS 16TH DAY OF NOVEMBER 2026.

_____
Eric Overholser, Mayor

Attested to by:

_____
Elizabeth Halili, City Clerk

Approved as to form:

_____
Hillary Evans, Contract City Attorney

SIDEWALK ASSISTANCE PROGRAM

PROGRAM ELIGIBILITY:

1. Notification of sidewalk failure from the City of Battle Ground must have been received by property owner.

2. Total household income must be under 80% of the Clark County area median income (AMI) for the current year (https://www.huduser.gov/portal/datasets/il.html), excluding income earned as interest.

- Those who make less than 50% of the AMI will receive a full waiver of the sidewalk repair.
- Households who make between 50-80% of the AMI will receive a 75% waiver of the cost of the sidewalk repair but will make payment arrangements with the City for the remaining 25% of the cost once the work is complete. Payment arrangements will be established through a separate agreement, and failure to comply with the payment terms would result in a lien being placed on the homeowner's property.

3. Application period will be open from January 1-April 30, and all work will be scheduled and completed by the City of Battle Ground in the year in which the application is approved.

HOW TO APPLY:

If you meet the above requirements, please fill out and return the enclosed Sidewalk Assistance Application along with the required documents below:

- Proof of income earned
  - ✓ Tax return
  - ✓ Pay Stubs
  - ✓ Social Security Statement
- Proof of identity
  - ✓ State Driver's License
  - ✓ State ID card

This program has an allocated budget, of set by council annually, which will be distributed to qualifying applicants on a first come, first serve basis each year.

Return the application and required documentation to the City of Battle Ground either by mail or drop off in-person to:

City of Battle Ground
Attn: Finance Department
109 SW 1st St., Suite 217
Battle Ground, WA 98604

Please feel free to give the Finance Department a call if you have any questions. We can be reached Monday-Friday 9:00am – 5:00pm at 360-342-5000

SIDEWALK ASSISTANCE APPLICATION

Applicant Name:_____Applicant Phone Number:_____

Applicant E-mail:_____

Property Address:_____

Total income for year: $_____ (Do not include interest income in this figure)

Required documentation included: _____yes _____no

I , the undersigned, under penalty of perjury of the laws of the State of Washington do hereby declare and certify:

- I read and understand all the program guidelines provided with this application. All the information provided by me on this application is accurate, complete and true to the best of my knowledge.
- I understand that any attempt to falsify my information may subject me to further civil or criminal penalties.

_____	_____	_____
Applicant Printed Name	Signature	Date

INTERNAL USE ONLY:

_____	_____	_____
Date Received	Approved By	Date Approved

CITY OF BATTLE GROUND
STAFF REPORT

To:	Rob Ferrier, Interim City Manager
	City Council
From:	Mark Herceg, Public Works Director
Date:	October 19, 2026
Proceeding Type:	Presentation
Subject:	CDBG Project Proposals

Legislative History:	
• First Presentation:	October 5, 2026
• Second Presentation:	October 19, 2026

Staff Report Summary

Public Works staff will present information on this year's Community Development Block Grant (CDBG) program including additional projects that were discussed at the 10/5 meeting.

Background

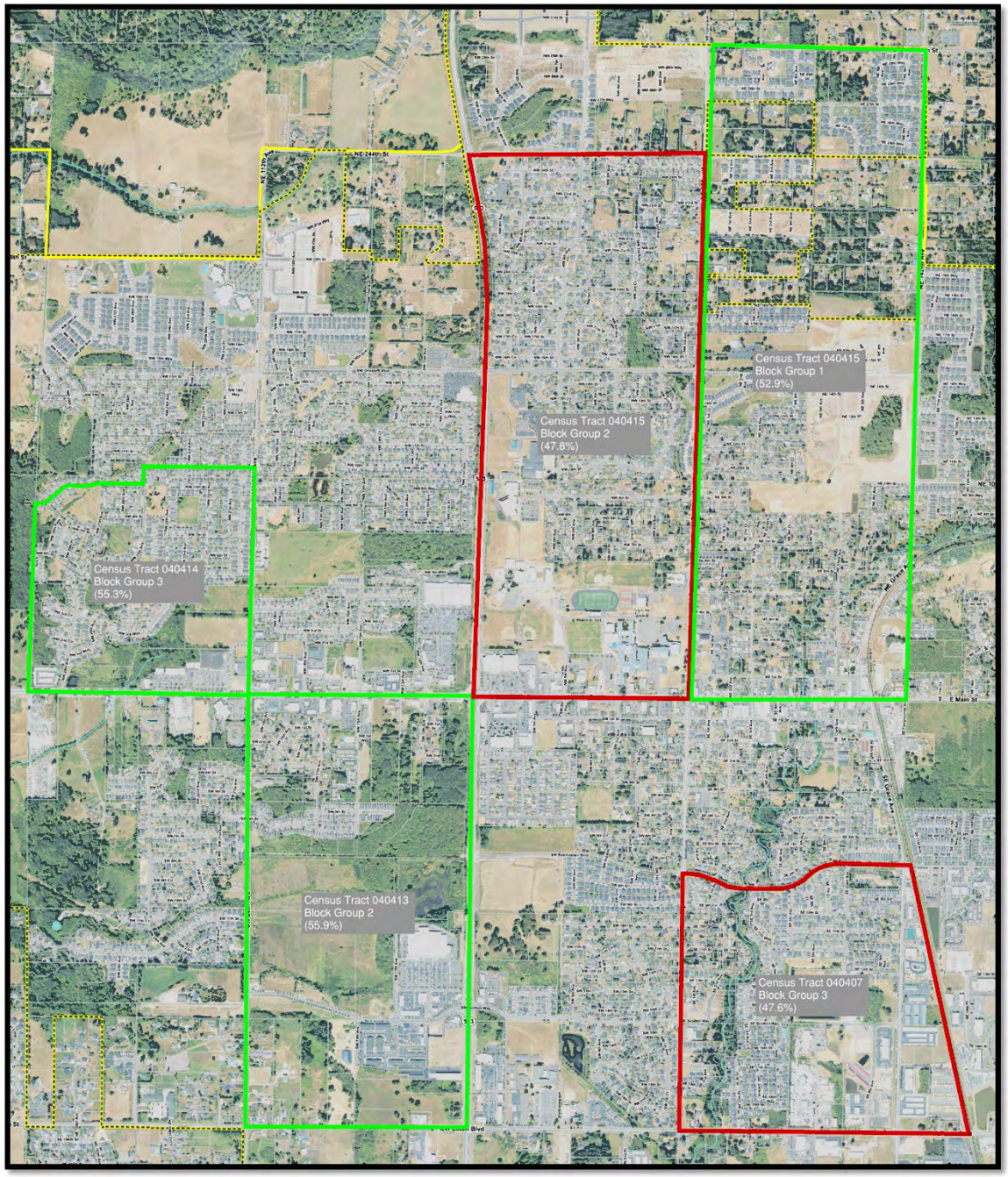
The City has the opportunity to apply for CDBG. Historically, infrastructure improvements with local matching funds have scored the highest for funding opportunities.

Based on guidance from the County it appears that approximately $526,000 will be available for grant funding among the competing jurisdictions in Clark County. These can include Washougal, Camas, Ridgefield, La Center, Yacolt, and Woodland if they have qualifying census tracts.

The City typically applies under the Infrastructure program, which can cover the following categories:

1. Acquisition of Real Property
2. Parks, Recreational Facilities
3. Street & Sidewalk Improvements
4. Water & Sewer Improvements
5. Clean Up Contaminated Sites

Projects must occur in low to moderate income census tracts. A map of the census tracts is shown below:



Other items to keep in mind:

1. The maximum request is $400,000, minimum $50,000.
2. The City receives 1 point for every 5% of match up to a maximum of 10 points (50% match).
3. Pre-applications are due on November 2nd.
4. Full applications are due on December 4th.

Staff will present some options to Council at this meeting.

Fiscal and Policy Implications

None at this time.

Options

None at this time. Meeting is informational.

Staff Recommendation

Staff recommends that City Council listen to the presentation and ask any questions that may come up. City Council will need to make a recommendation on which project or projects go through the pre-application process.

Attachments

n/a

Legal Review

n/a