6:00 pm – Workshop to discuss Council Goals and Priorities

Call to Order
Pledge of Allegiance
Council Attendance

1) Approval of Agenda – As Presented

2) Comments by the Public on Non Agenda Items

3) Presentation
   a. Flood Authority Update – Ron Averill
   b. College Master Plan – Steve Ward

4) a. City Council
   b. City Manager
      - Train Depot/Downtown Streetscape Update – Emil Pierson
      - Salzer Project Update – ML Norton
      - Homelessness Collaboration – Rob Hill
      - TBD Update – Kim Ashmore

5) Consent Agenda
   a. Voucher Approval for August 22, 2017 #212600, 212610-212801
      $1,316,497.83
   b. Payroll for August 18, 2017 #134074-134085 and direct deposits
      #33129-33220 $130,765.00
   c. Consideration of meeting minutes for August 8, 2017 (p 3)
   d. Consideration of small works final acceptance–Borst Park Fencing
      $3,624.70 (p 7)
   e. Consideration of small works bid-Timberland Regional Library Children’s Area Remodel $55,560.46 (p 8)
   f. Consideration of small works bid and final acceptance-Transmission Line Tree Removal $11,600 (p 9)
   g. Consideration of small works bid-Hydroelectric Canal Zone 15 Embankment Top Modification /Erosion Repair $40,921.75 (p 21)
   h. Consideration of small works change order #1-Tower Ave Stormwater $6,910.73 (p 22)

6) Consideration of an Interlocal Agreement with Timberland Regional Library for Children’s Area Remodel (p 23)

7) Consideration of Landscape Maintenance Agreement with WSDOT (p 27)

8) Public Hearing to discuss declaring certain personal property surplus (p 38)

9) Consideration of a resolution declaring certain personal property surplus (p 40)

10) Consideration of a resolution authorizing the purchase of PEBB Insurance (p 43)

Cont. on next page

City of Centralia’s Mission Statement
Continuously respond to citizens;
Provide a clean, safe community in which to live, work and play in a historically rich environment; and
Support and promote cultural diversity.
City of Centralia’s Mission Statement
Continuously respond to citizens;
Provide a clean, safe community in which to live, work and play in a historically rich environment; and
Support and promote cultural diversity.
Mayor Coumbs called the regular meeting to order at 7:01 pm.

Pledge of Allegiance

Councilor Greenwood led the pledge of allegiance.

Attendance

Present: Mayor Coumbs, Mayor Pro-Tem Vogt, Councilor Elmore, Councilor Greenwood, Councilor Barnes and Councilor Abbarno.

Absent: None.

1. Approval of Agenda - As Presented

COUNCILOR GREENWOOD MOVED, SECONDED BY COUNCILOR ABBARNO, TO APPROVE THE AGENDA AS PRESENTED...motion PASSED...6-0.

2. Filling of City Council District #4 Vacancy

COUNCILOR GREENWOOD MOVED, SECONDED BY COUNCILOR ABBARNO, TO SUSPEND THE RULES AND APPOINT SUSAN LUOND TO THE CITY COUNCIL...motion PASSED...6-0.

City Clerk Deena Bilodeau swore in Susan Luond and she took her seat at the dias.

3. Comments by the Public on Non Agenda Items

Devin McCosh, library, addressed the Council and updated them on library programs.

4. Presentation
a. Lewis County Update

Commissioner Fund update the Council on Lewis County issues.

5. Proclamation
a. Our George Washington’s 200th Birthday

Mayor Coumbs read the proclamation into the record and Brian Mittge accepted it on behalf of the committee.
6. Reports

**Mayor Pro-Tem Vogt** - reported he attended National Night Out, CDA and the George Washington Celebration planning meeting.

**Councilor Elmore** - reported he attended a Twin Transit meeting and spoke on the moratorium on housing issue from last Council meeting.

**Councilor Greenwood** - reported he attended the Chehalis Festival and requested an update on the roads in town that are being fixed.

**Councilor Barnes** - reported she attended National Night Out and the George Washington Celebration planning meeting.

**Councilor Abbarno** - noted he would like to see the City build a relationship with the Farmer’s Market, wanted an update on issues at Central Park and thanked the library for their reading programs.

**Councilor Luond** - thanked the Council for appointing her.

**Mayor Coumbs** - reported he attended National Night Out, Homeless Connect, George Washington Celebration planning meeting and noted that the next Music in the Park will be on August 26th and September 9th.

**Kahle Jennings** - updated the Council on the Borst Avenue Safety Project.

**Emil Pierson** - updated the Council on the splash pad.

**Rob Hill** - reported he met with the new Executive Director of the CDA Scott White and spoke on the homelessness issue. He added that there would be a workshop at 6:00 pm on August 22nd regarding the Council priorities and goals.

7. Consent Agenda

a. Voucher Approval for August 8, 2017 #212405-212406, 212416-212581 $849,691.65
b. Payroll for August 4, 2017 #133978-134071 and direct deposits #32971-33128 $1,363,368.33
c. Consideration of meeting minutes for July 11 & 25, 2017
d. Consideration of contract for Network Solutions for Spillman Access $8,400
e. Consideration of final acceptance-Pearl St Plaza Playground $53,850.90
f. Consideration of final acceptance-Pearl St Plaza Landscape/Fence/Pavers $72,794.90

g. Consideration of final acceptance-Pearl St Plaza Stemwall Fence Poles $2,488.60

h. Consideration of final acceptance-Pearl St Plaza Dry Deck Fountain $129,570.00

i. Consideration of final acceptance - WWTP Fire Alarm $42,894.34

j. Consideration of change order #1 & final acceptance-VanWormer Railroad Bore and Watermain Install $151,038.55

k. Consideration of Prof. Services Contract-Foresight Surveying $3,500

l. Consideration of small works bid-Seminary Hill Reclosure Update and Maintenance $2,926.80

m. Consideration of Letter of Commitment-Borst Ave Improvements

n. Consideration of Land Trust Easement Agreement $4,200 Implementation $10,000 annual ongoing

o. Consideration of a Purchase and Sale Agreement for the Salzer Valley Property $25,000 (plus associated closing costs)

After Council discussion related to the City’s commitment percentage for funding of the portion of the Borst Park Improvement project within the city limits (7m),

COUNCILOR ABBARNO MOVED, SECONDED BY COUNCILOR GREENWOOD, TO APPROVE THE CONSENT AGENDA WITH AN AMENDMENT TO THE LETTER OF COMMITMENT FOR THE BORST PARK IMPROVEMENTS FROM 20% TO 25%...motion PASSED...7-0.

8. Consideration of an intention to annex Windsor Mobile Park Home area

MAYOR PRO-TEM VOTE MOVED, SECONDED BY COUNCILOR ABBARNO, TO SET THE SEPTEMBER 12, 2017 COUNCIL MEETING AS THE DATE TO DISCUSS THE WINDSOR MOBILE HOME PARK ANNEXATION PETITION WITH THE INITIATORS...motion PASSED...7-0.

9. Consideration of an intention to annex Far View area

MAYOR PRO-TEM VOTE MOVED, SECONDED BY COUNCILOR ABBARNO, TO SET THE SEPTEMBER 12, 2017 COUNCIL MEETING AS THE DATE TO DISCUSS THE FAR VIEW AREA ANNEXATION PETITION WITH THE INITIATORS...motion PASSED...7-0.

10. Consideration of bid options - China Creek Floodwater Storage and Fish Habitat Phase 1

Public Works Director Kahle Jennings reviewed the options with the Council regarding this project and based on recent events he recommends rejection of the bids and resubmit when funds are available. Discussion followed.
COUNCILOR ABBARNO MOVED, SECONDED BY COUNCILOR GREENWOOD, TO REJECT THE BIDS AT THIS TIME AND DELAY CONSTRUCTION UNTIL SUFFICIENT FUNDS HAVE BEEN ACQUIRED...motion PASSED...6-1 (Councilor Barnes).

Adjournment

COUNCILOR ELMORE MOVED, SECONDED BY COUNCILOR GREENWOOD, TO ADJOURN THE MEETING AT 8:23 PM...motion PASSED...7-0.

Submitted By:

Deena Bilodeau, City Clerk

Approved By:

Lee Coumbs, Mayor
City of Centralia
Background: The Parks Department/Community Development Department solicited bids from the Public Works Small Works Roster to construct fencing at the south storage area in Borst Park. The contractor Southgate Fencing installed the fence poles and chainlink fencing and accomplished the above stated work within budget and met the scope of work.

The contract was awarded to Southgate Fencing in the amount of $3,624.70. There were no change orders on the project and the final contract amount is for $3,624.70.

Financial Impacts:
Funds are available in the Parks 2017 budget.

<table>
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<tr>
<th>Implementation</th>
<th>$</th>
<th>Annual Ongoing</th>
<th>$ 0.00</th>
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<tbody>
<tr>
<td>X Funds in Current Budget</td>
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<td>Appropriation/Amendment Required</td>
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Alternatives: N/A

Recommendation:
Staff recommends that the City Council approve the Final Acceptance of the Borst Park Storage Area Fence with Southgate Fencing in the amount of $3,624.70 including sales tax.
Background:

The city of Centralia in conjunction with Timberland Regional Library (TRL) requested bids for the remodeling of approximately 1,200 square feet within the Centralia Library. This remodeling of the library will create a children’s section of the library. The project will consist of removing existing book shelving, and carpet, construction of new walls, installing electricity in the new walls, finishing the walls with gypsum wall boards, installing a new drop down ceiling, taping, texturing, and painting the walls.

The construction work will not begin until after September 5, 2017 when the school kids return to school. The Centralia library will remain open during construction. The project is expected to be completed by the end of October 2017.

Staff solicited bids from the Public Works Small Works Roster for this work and we received three (3) bids to complete the project. Listed are the companies that we received bids with MDK Construction being the lowest bidder.

<table>
<thead>
<tr>
<th>Company</th>
<th>Total including Sales Tax</th>
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<tbody>
<tr>
<td>MDK Construction, Inc.</td>
<td>$ 55,560.46</td>
</tr>
<tr>
<td>CIC, Inc. (Dave Scherrer)</td>
<td>$ 58,860.80</td>
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<tr>
<td>Schwiesow Construction, Inc.</td>
<td>$ 68,000.00</td>
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</table>

Financial Impacts:

Funds are available in the Library 2017 budget. The City will pay $36,357.00 as approved by the City Council on February 14, 2017. Timberland Regional Library (TRL) will pay the remaining amount as per the Interlocal Agreement.

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<th>Implementation</th>
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<td>X</td>
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<td>appropriation/amendment required</td>
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Recoommendation:

Staff recommends that the City Council approve the Small Works Bid Award for remodeling the Centralia Library to MDK Construction who is the lowest responsible bidder and authorize the City Manager to execute a Public Works Agreement not to exceed the amount of $55,560.46 including sales tax.
CITY OF CENTRALIA  
COUNCIL AGENDA REPORT

To: Mayor and City Council  Council Meeting Date: August 22, 2017

From: M.L. Norton, General Manager  Department: City Light Fund 401

Subject: Small Works Ratification and Final Acceptance – Kemp West, Inc. Danger Tree Removal on Transmission Line CCL-17-29SWY

Background: Centralia City Light has identified approximately 15 danger trees. These trees represent a danger to the transmission line from our Yelm generation plant to Centralia. These trees are being removed in conjunction with the transmission line being de-energized for maintenance.

Funds for this project are in the City Light/Yelm budget Object 630.

Financial Impacts:

<table>
<thead>
<tr>
<th>Implementation</th>
<th>$11,600.00</th>
<th>Annual Ongoing</th>
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<tbody>
<tr>
<td>X Funds in Current Budget</td>
<td></td>
<td>Appropriation/Ampendment Required</td>
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Alternatives: N/A

Recommendation: Staff recommends that the City Council approve the Small Works bid ratification and final acceptance for the danger tree removal on the transmission line project to the low qualified bidder Kemp West, Inc. in the amount of $11,600.00.
PUBLIC WORKS AGREEMENT
between City of Centralia and
Kemp West Inc.
CCL-17-29SWY

THIS AGREEMENT is made by and between the City of Centralia, a Washington municipal corporation (hereinafter the "City"), and Kemp West Inc. organized under the laws of the State of Washington, located and doing business at 3800 Sinclair Avenue, Snohomish, Washington phone (425) 334-5572, Kari Hakso (hereinafter the "Contractor").

AGREEMENT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the following services for the City in accordance with the following described plans and/or specifications:

Attached as Exhibit A and incorporated by this reference.

Contractor further represents that the services furnished under this Agreement will be performed in accordance with generally accepted professional practices in effect at the time such services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon execution of this Agreement. Upon the effective date of this Agreement, Contractor shall complete the work described in Section I by August 17, 2017.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed $11,600.00, for the work and services contemplated in this Agreement. The City shall pay the Contractor fifty percent (50%) of the Contract amount upon completion and acceptance of the work by the City, and the remainder upon fulfillment of the conditions listed below and throughout this Agreement.

A. No Performance Bond. Because this contract, including applicable sales tax, is less than $35,000, and pursuant to Chapter 39.08 RCW, the Contractor, in lieu of providing the City a performance bond, has elected to have the owner retain the final fifty percent (50%) of the Contract amount for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor
& Industries and until settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Agreement; and extra work and materials furnished without the City’s written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. “Additional costs” shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor.

C. Final Payment: Waiver of Claims. THE CONTRACTOR’S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR’S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Contractor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

V. TERMINATION. The City may terminate this Agreement for good cause. “Good cause” shall include, without limitation, any one or more of the following events:

A. The Contractor’s refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.

B. The Contractor’s failure to complete the work within the time specified in this Agreement.

C. The Contractor’s failure to make full and prompt payment to subcontractors or for materials or labor.

D. The Contractor’s persistent disregard of federal, state or local laws, rules or regulations.

E. The Contractor’s filing for bankruptcy or becoming adjudged bankrupt.

25/11
CCL-17-295WY
HYD CONT 107
F. The Contractor’s breach of any portion of this Agreement.

If the City terminates this Agreement for good cause, the Contractor shall not receive any further money due under this Agreement until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor’s possession pertaining to this project which may be used by the City without restriction.

VI. PREVAILING WAGES. Contractor shall file a “Statement of Intent to Pay Prevailing Wages,” with the State of Washington Department of Labor & Industries prior to commencing the Contract work, as well as an “Affidavit of Wages Paid” at the conclusion of the project. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries is attached.

VII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Agreement. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Agreement, section XIV(D), within fourteen (14) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor’s costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any
reason, or extension of time, whether under this Agreement or otherwise, shall be conclusively
deemed to have been waived by the Contractor unless a timely written claim is made in strict
accordance with the applicable provisions of this Agreement.

At a minimum, a Contractor's written claim shall include the information set forth in
subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF
CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE
WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS
OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT
DELAY.

A. Notice of Claim. Provide a signed written notice of claim that provides the
following information:

1. The date of the Contractor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Agreement that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that
   estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or
   disruption if the Contractor is asserting a schedule change or disruption.

B. Records. The Contractor shall keep complete records of extra costs and time
incurred as a result of the asserted events giving rise to the claim. The City shall
have access to any of the Contractor's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are
followed. If the City determines that a claim is valid, the City will adjust payment
for work or time by an equitable adjustment. No adjustment will be made for an
invalid protest.

C. Contractor's Duty to Complete Protested Work. In spite of any claim, the
Contractor shall proceed promptly to provide the goods, materials and services
required by the City under this Agreement.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides,
the Contractor also waives any additional entitlement and accepts from the City
any written or oral order (including directions, instructions, interpretations, and
determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the
procedures of this section, the Contractor completely waives any claims for
protested work and accepts from the City any written or oral order (including
directions, instructions, interpretations, and determination).
IX. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS AGREEMENT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a one-year warranty bond in a form and amount acceptable to the City. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XII. INDEMNIFICATION/INSURANCE. Attached as Exhibit B and incorporated by this reference.

XIII. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XIV. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. The City recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

B. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in one or more instances shall not be construed to be a waiver or
relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Lewis County Superior Court, Lewis County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Agreement.

D. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

E. Assignment. Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

F. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

G. Entire Agreement. The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, the terms of this Agreement shall prevail.

H. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.
IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>CITY OF CENTRALIA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ____________________________</td>
<td>By: ____________________________</td>
</tr>
<tr>
<td>(signature)</td>
<td>(signature)</td>
</tr>
<tr>
<td>Print Name: ______________________</td>
<td>Print Name: Rob Hill</td>
</tr>
<tr>
<td>Its ____________________________</td>
<td>Its City Manager (Title)</td>
</tr>
<tr>
<td>(Title)</td>
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</tbody>
</table>
| DATE: __________________________ | DATE: ______________________________ |}

**NOTICES TO BE SENT TO:**

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>CITY OF CENTRALIA:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kari Hakso, President Kemp West Inc. 3800 Sinclair Avenue Snohomish, WA. 98290</td>
<td>Deena Bilodeau, City Clerk City of Centralia 118 W. Maple/POB 609 Centralia, WA 98531</td>
</tr>
<tr>
<td>425 334-5572 (telephone) 425 334-5366 (facsimile)</td>
<td>(360) 330-7670 (telephone) (360) 330-7673 (facsimile)</td>
</tr>
</tbody>
</table>
Exhibit A

This project is to remove danger trees on Centralia City Light’s 69 kv transmission line located at 17001 Johnson Creek Road. The Transmission line will be de-energized August 7 through August 17, 2017.

1. The Contractor shall provide all necessary equipment, material, labor, locates, permits and inspections as needed.

2. *This is a prevailing wage job. Contractors shall include cost of submitting prevailing wage forms when completing bid.*

3. The Contractor shall comply with all applicable Local, State and Federal rules.

4. The Contractor shall fall approximately fifteen (15) danger trees during the scheduled transmission line outage of August 7 through August 17, 2017.

5. All bids shall include applicable taxes.
EXHIBIT B

INSURANCE & INDEMNITY REQUIREMENTS FOR CONSTRUCTION AND SERVICE CONTRACTS

Indemnification / Hold Harmless

The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Insurance

The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation

Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. **Commercial General Liability** insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or
modification of the Commercial General Liability Insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor’s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. **Workers’ Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

**Minimum Amounts of Insurance**

Contractor shall maintain the following insurance limits:

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

2. **Commercial General Liability** insurance shall be written with limits no less than $1,000,000 each occurrence, $2,000,000 general aggregate and $2,000,000 products-completed operations aggregate limit.

**Other Insurance Provision**

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

**Acceptability of Insurers**

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

**E. Verification of Coverage**

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

**F. Subcontractors**

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

**G. Notice of Cancellation**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.
H. Failure to Maintain Insurance

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

To: Mayor and City Council  Council Meeting Date: August 22, 2017
From: Jan Stemkoski, P.E.  Department: Light Fund 401
City Engineer

Subject: Small Works Roster Bid Award – Hydroelectric Canal Zone 15 Embankment Top Modification/Erosion Repair Project – Contract No: CCL-17-28SWY

Background:
This project consists of modifying the top of the canal embankment from Station 173+85 to Station 179+55 to direct the runoff from the surface into the canal. It also includes repairing the eroded areas on the backside of embankment. We solicited bids from the Small Works Roster. We received three bids which are listed below:

1) Ecklund Excavation and Development, Inc.  $ 40,921.75
2) Gill Construction Inc.  $ 45,306.16
3) Nova Contracting Inc.  $138,304.45

Engineer’s Estimate  $ 59,830.55

Financial Impacts:

<table>
<thead>
<tr>
<th>Implementation</th>
<th>Annual Ongoing</th>
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<tbody>
<tr>
<td>$40,921.75 tax included</td>
<td>$</td>
</tr>
<tr>
<td>X Funds in Current Budget</td>
<td>Appropriation/Amendment Required</td>
</tr>
</tbody>
</table>

The funds for this project are being reallocated from Object number 630 of the City Light 2017 budget.

Alternatives: N/A

Recommendation:
Staff recommends that the City Council approve award of the Hydroelectric Canal Zone 15 Embankment Top Modification/Erosion Repair Project to the low bidder Ecklund Excavation and Development, Inc. for the bid of $40,921.75.
CITY OF CENTRALIA
COUNCIL AGENDA REPORT

To: Mayor and City Council  Council Meeting Date: August 22, 2017
From: Jan Stelmkoski, P.E.  Department: Public Works
       City Engineer  Fund 405
Subject: Small Works Change Order #1 – Tower Avenue Stormwater Project

Background: The original contract was for the installation of a new Type 2 stormwater catch basin on Tower Avenue and 30 linear feet of storm pipe from the new catch basin into the City-owned parking lot adjacent to 315 N. Tower Avenue.

Change Order #1 in the amount of $6,910.73, including tax, is for the installation of an additional 80 linear feet of storm line and connection to an existing catch basin in the alley behind the City-owned parking lot. The change order includes all labor, material and equipment required to install the storm line and restore the asphalt in the parking lot. Due to the workload of existing Street Department staff and the low cost for the contractor, South Sound Contractors, LLC, to do the work while they completed the original contract work, it was more cost-effective and convenient to have the contractor complete that work.

Financial Impacts:

- Implementation: $6,910.73 (Incl. Tax)
- Annual Ongoing: $0
- X Funds in Current Budget
- Appropriation/Amendment Required

This project is funded through the Stormwater Department budget Object 650.

Alternatives: N/A

Recommendation: Staff recommends that the City Council approve Change Order #1 to the Tower Avenue Stormwater Project in the not to exceed amount of $6,910.73.
CITY OF CENTRALIA
COUNCIL AGENDA REPORT

To: Mayor and City Council
From: Emil Pierson, Community Development Director

Council Meeting Date: August 22, 2017
Department: Community Development

Subject: Approval of an Interlocal Agreement with Timberland Regional Library for the cost sharing of the Centralia Library Children’s Area Project.

Background:

The City of Centralia and Timberland Regional Library (TRL) entered into an agreement 1982 to provide a library within the City. As part of that contract, we provide “a building with heat (HVAC), lights (electric), water (and sewer), janitor service, ground maintenance, and modifications by changes in the technology (italics added)” . The City also pays for all costs pertaining to operating and maintaining the building and its grounds.

Over the last 10+ years, the City has installed new carpet, replaced the heat pump systems, installed LED lights upstairs, and remodeled the restrooms.

During that same timeframe, TRL has also contributed many improvements to the library including the installation of security cameras, replaced furniture (chairs, desks, and tables), replaced the service and information desk, and remodeled the Teen Zone spending over $107,000 making improvements to the library. They also spend around $820,000 yearly on staffing and other services.

In February 2017, the City Council heard a request from TRL asking the City to participate in financing a part of the library Children’s area improvements. The Council approved donating $36,357.00 to the project which is expected to cost around $107,500.00. TRL has agreed to cover the remaining $71,143.00.

The project will remodel approximately 1,200 square feet creating a children’s section of the library. The project will consist of removing existing book shelving, and carpet, construction of new walls, installing electricity in the new walls, finishing the walls with gypsum wall boards, installing a new drop down ceiling, taping, texturing, and painting the walls.

The construction work will not begin until after September 5, 2017, when the school kids return to school. The Centralia library will remain open during construction. The project is expected to be completed by the end of October 2017.

Financial Impacts:

The City will contribute $36,357.00 towards the project as approved by the City on February 14, 2017, with TRL covering any other costs.

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<th>Implementation</th>
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<tr>
<td>X Funds in Current Budget</td>
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<td>Appropriation/Ammendment Required</td>
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</table>
Alternatives:  N/A

Recommendation:
Approval of an Interlocal Agreement with Timberland Regional Library for the cost sharing of the Centralia library children’s area project.
INTERLOCAL COOPERATION AGREEMENT FOR THE TIMBERLAND REGIONAL LIBRARY CHILDREN’S AREA

This Agreement is made by and between the City of Centralia, Washington, and the Timberland Regional Library, each being a public agency as defined in RCW 39.34.020.

WHEREAS, the City of Centralia owns the building housing the Timberland Regional Library in Centralia and is responsible for maintenance of the building per a negotiated lease; and

WHEREAS, the City and Timberland Regional Library have agreed to remodel the children’s section of the library; and

WHEREAS, the City Council approved the allocation of $36,357.00 for the project; and

WHEREAS, the bids received for the project came in over the $36,357.00 allocation from the City; and

WHEREAS, the Timberland Regional Library has agreed to pay all expenses and costs above the $36,357.00;

NOW, THEREFORE, the parties do hereby agree as follows:

1. Pursuant to RCW 39.34.030, the parties agree to work cooperatively together to complete the remodel as agreed.

2. The City agrees to contribute $36,357.00 toward the remodel.

3. Timberland Regional Library agrees to pay for and accept all financial responsibility for the project for all costs and expenses above $36,357.00.

This Agreement is hereby approved by the City of Centralia and execution authorized by the Centralia City Council.
CITY OF CENTRALIA

By________________________
   City Manager

Date__________

ATTEST:

________________________
City Clerk

APPROVED AS TO FORM:

________________________
City Attorney

TIMBERLAND REGIONAL LIBRARY

By________________________

By________________________
CITY OF CENTRALIA
COUNCIL AGENDA REPORT

To: City Council Members
Council Meeting Date: August 22, 2017

From: Rob Hill
Department: City Manager

Subject: Landscape Maintenance Agreement with WSDOT

Approvals: ☐ City Manager ☐ City Attorney ☐ Finance ☐ Personnel ☐ Risk Manager

Background: As the Mellen Street to Blakeslee Junction project was nearing completion, City staff was approached by WSDOT concerning landscaping at the two city exits. Staff expressed the desire to see substantial improvement in the appearance of the exits, in line with the general appearance at the Tumwater/Olympia exits. WSDOT staff were open to installing similar landscaping but were not able to commit to ongoing maintenance.

City staff worked extensively with WSDOT landscape architects to develop a very extensive and detailed planting schedule. WSDOT is responsible for installation and maintenance through the plant establishment period (most likely one growing season). After that, the City takes over full maintenance responsibility in the planted areas shown as green on the map. The City has the option of doing additional maintenance in the red areas on the map if it chooses.

Improving the appearance at the two exits has been discussed by Council at meetings and during the establishment of City goals and priorities. Funding for the landscape installation remains from the main project and if it is not done now, most likely will not be done in the foreseeable future.

Financial Impacts: Seasonal staff for periodic mowing, weeding and litter control. Anticipate recruiting volunteer groups. Periodic plant replacement is likely but not anticipated to be a burden.

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<tr>
<th>Implementation</th>
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<td>Funds in Current Budget: Yes</td>
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<td>Appropriation/Amendment Required: No</td>
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Recommendation: Approval of General Maintenance Agreement - GMB 1095, between Washington State Department of Transportation and the City of Centralia
This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter the “STATE,” and the City of Centralia, a Washington municipal corporation, hereinafter the “CITY,” collectively referred to as “Parties” and individually, the “Party.”

WHEREAS, the STATE’s project titled, “I-5/Mellen Street to Blakeslee Junction – Stage 2,” is substantially complete and

WHEREAS, the CITY requested and the STATE agreed to the installation of certain landscape planting under the project within STATE-owned highway right of way, and

WHEREAS, the CITY has now requested and the STATE has agreed to the installation of additional landscape planting within STATE-owned highway right of way and the vicinity of landscaping already installed under the project, and

WHEREAS this additional landscape planting will be installed under a separate STATE construction project titled, “I-5/MTB Cantilever Signs and Landscaping,” and

WHEREAS, the STATE wishes to define the CITY’s future maintenance responsibilities for the landscape planting installed at the City’s request under both projects, hereinafter, “Landscaping,” and

WHEREAS, the STATE also wishes to define acceptable maintenance activities for certain non-planted vegetated areas in the vicinity of the above landscape planting within STATE-owned highway right of way that the CITY, at its discretion, may choose to maintain, hereinafter “Vegetation,”

NOW, THEREFORE, pursuant to RCW 47.24.020, RCW 47.24.050, and RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibit A which is incorporated and made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GENERAL

1.1. The STATE shall administer the projects and be solely responsible for installation of the new Landscaping under the projects.
1.2 Upon physical completion of both projects, which includes the full duration of each project’s plant establishment period, the STATE will furnish the CITY with sets of contract as-built plans showing the final layout of plants, by species, in the green planted areas shown on Exhibit A. Upon the CITY’s receipt of the sets of contract as-built plans, the STATE will transfer all Landscaping maintenance responsibilities required by this Agreement in the green planted areas, and selective Vegetation maintenance in the red non-planted vegetated areas shown in Exhibit A to the CITY, and the CITY agrees to perform Landscaping maintenance responsibilities, including providing labor, materials, and necessary traffic control, at its sole expense to the extent set forth in this Agreement.

1.3 The CITY agrees to provide written notice to the STATE about any proposed future revisions to the Landscaping, and the STATE shall review the proposed revisions and respond to the CITY within ten (10) calendar days. The STATE reserves the right to request the CITY make changes to the proposed revisions to meet STATE standards. The STATE’s review and approval of said proposed revisions is solely for the STATE’s benefit and does not lessen the CITY’s responsibilities and obligations as contained in this Agreement.

1.4 The CITY shall be solely liable for any claims and/or damages that may be associated with the location and/or maintenance of the Landscaping.

2. CITY RESPONSIBILITIES – PLANTED “GREEN AREAS” ON EXHIBIT A

2.1 The CITY is required to maintain, solely at CITY expense, all Landscaping installed within the “green areas” shown on Exhibit A.

2.2 Landscaping maintenance of the “green areas” shown on Exhibit A shall include, but not be limited to, the following:

2.2.1 Trimming, edging, and/or pruning of vegetation for traffic safety, sight distance, design clear zone, pedestrian access, and for arboricultural or horticultural health. Any plants located in the “green areas” shown on Exhibit A, identified by either the STATE or the CITY as having become a risk, hazard, or danger to the traveling public and/or operation of the highway, shall be removed or remedied in a fashion wherein the risk, hazard, or danger is abated. Hedging of shrubs or topping of trees shall not be allowed. Shrubs, including groundcovers, shall be allowed to grow together, in order to reduce the long term need for weed control.

2.2.2 Regular weed control to maintain a neat condition – manual or chemical weed control including application of fertilizers and pesticides (insecticides, herbicides, or fungicides). Bark mulch planting beds located in the “green areas” shown on Exhibit A shall be maintained in a generally weed and grass free condition, requiring a minimum of two weed control operations per year or as needed. Hand pulling during the growing season shall be performed
as needed. Pre-emergent herbicide application to bark areas shall be performed in late winter, one time per year. Targeted spot spraying shall be performed during the growing season as needed. Chemical applications shall be used in accordance with label recommendations and shall comply with all federal, state, and local laws, rules and orders, now in effect or amended, including U.S. Environmental Protection Agency, Washington State Department of Ecology, and Washington State Department of Agriculture orders and local sensitive area ordinances. Pesticide application shall be performed by an applicator licensed by the State of Washington in the category for the pesticides used. The licensed applicator shall complete and sign a Commercial Pesticide Application Record for each application of pesticides. A copy of the Pesticide Application Record shall be kept on file for a period of seven (7) years at the CITY and shall be subject to RCW 17.21.100 which outlines “Recordkeeping by licensees and agricultural users” requirements. These Records shall be made available within fifteen (15) calendar days upon request by the STATE. The provisions contained in Section 2.2.2 shall survive the termination of this Agreement.

2.2.3 Replacing vegetation when damage occurs or where plants are unhealthy, dying, or dead. All dead trees and shrubs within the “green areas” shown on Exhibit A, including groundcovers, shall be replaced in kind if 10% or more of the trees and shrubs, including groundcovers, in any of the planting areas dies, as determined by the STATE. Should a planted area experience a plant mortality of 10% or more, as determined by the STATE, the CITY shall replant the affected planting area. Replacement of plants in the affected planting area shall follow the design shown in the contract as-built plans provided to the CITY and shall only be installed within the “green areas” shown on Exhibit A. Plant locations and species may not be changed without the prior written authorization by the STATE’s Southwest Region Landscape Architect, 11018 NE 51st Circle Vancouver, WA 98682. The City shall confirm with the STATE the dormant season for replacement of plants.

2.2.4 Litter control.
Within the “green areas” shown on Exhibit A, the CITY agrees, at its sole expense and in accordance with its standards, to pick up, remove, and legally dispose of litter at an off-site location no less than six (6) times per year, unless a different schedule is approved by the STATE.

2.3 The CITY shall notify the STATE’s Area 2 Maintenance Superintendent seven (7) calendar days prior to any planned shoulder or lane closures required for conducting maintenance work under this Agreement. The CITY shall submit a traffic control plan with the notification to the Area 2 Maintenance Superintendent for review and prior written approval for any planned shoulder or lane closures. All traffic control for any maintenance work within STATE-owned highway right of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or Work Zone Traffic Control Guidance M54-44.
2.4 The CITY shall not perform or allow to be performed any work authorized under this Agreement in such a way as to conflict with, impede, or disrupt in any way STATE highway construction, reconstruction, maintenance, or operations, or interfere with or endanger the safety of the traveling public.

2.5 The CITY shall not damage or allow to be damaged the STATE-owned highway right of way or STATE property in any way and agrees to be directly liable to the STATE for all repairs and/or replacement costs if such damage occurs. The CITY agrees to make payment in accordance with Section 8 of this Agreement.

2.6 The CITY shall be responsible for the cleanup of any material tracked onto the STATE highway right of way, shoulders or roadway during maintenance activities and shall be further subject to the provisions of RCW 46.61.655.

2.7 If the CITY fails to perform any of its maintenance responsibilities required under Section 2 of this Agreement, the CITY and STATE shall meet to discuss options for the remediation or removal of the Landscaping as defined in this Agreement. All remediation or removal shall be at the sole expense of the City in accordance with Section 8 and shall precede any termination of this Agreement as defined in Section 7. The STATE shall notify the CITY in writing thirty (30) calendar days prior to the STATE pursuing any remediation or removal actions.

3. CITY RESPONSIBILITIES – NON-PLANTED VEGETATED “RED AREAS” ON EXHIBIT A

3.1 At its discretion, the CITY may choose to maintain, solely at CITY expense, all vegetation within the “red areas” shown on Exhibit A.

3.2 Maintenance of vegetation in the “red areas” shown on Exhibit A may include, at the City’s discretion, the following:

3.2.1 Selective weed removal.
Targeted removal of invasive nuisance species (such as Scotch Broom, Blackberry species, Black Locust, Cottonwood, Alder, and Willow) in “red areas” within the gores shown on Exhibit A as desired.

3.2.2 Selective Mowing.
Occasional mowing for weed control and appearance in “red areas” within the gores shown on Exhibit A as desired (outside of the STATE’s 1-pass shoulder mowing).

3.3 The CITY shall notify the STATE’s Area 2 Maintenance Superintendent seven (7) calendar days prior to any planned shoulder or lane closures required for conducting maintenance work under this Agreement. The CITY shall submit a traffic control plan with the notification to the Area 2 Maintenance
Superintendent for review and prior written approval for any planned shoulder or lane closures. All traffic control for any maintenance work within STATE-owned highway right of way shall be in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) and/or Work Zone Traffic Control Guidance M54-44.

3.4 The CITY shall not perform or allow to be performed any work authorized under this Agreement in such a way as to conflict with, impede, or disrupt in any way STATE highway construction, reconstruction, maintenance, or operations, or interfere with or endanger the safety of the traveling public.

3.5 The CITY shall not damage or allow to be damaged the STATE-owned highway right of way or STATE property in any way and agrees to be directly liable to the STATE for all repairs and/or replacement costs if such damage occurs. The CITY agrees to make payment in accordance with Section 8 of this Agreement.

3.6 The CITY shall be responsible for the cleanup of any material tracked onto the STATE highway right of way, shoulders or roadway during maintenance activities and shall be further subject to the provisions of RCW 46.61.655.

4. RIGHT OF ENTRY

4.1 The STATE grants the CITY and its authorized agents, contractors, subcontractors, and employees a right of entry upon all STATE-owned highway right of way and/or property in which it has an interest for the purpose of performing all work authorized under this Agreement and any amendments hereto.

5. AMENDMENT

5.1 This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

6. SEVERABILITY

6.1 If any provision of this Agreement, or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which shall remain in effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

7. TERMINATION

7.1 Neither the STATE nor the CITY may terminate this Agreement without the written concurrence of the other Party. If either Party terminates this Agreement, it shall be in writing indicating the reason for the termination.
7.2 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

7.3 Any termination of this Agreement shall be preceded by the process outlined in Section 2.7.

8. **PAYMENT**

8.1 In the event the STATE finds it necessary to perform work that is required to be performed by the CITY under Section 2 of this Agreement, the STATE agrees to provide written notification of its intention thirty (30) calendar days prior to performing any work. Should the STATE perform the work, the CITY agrees to reimburse the STATE for all of its actual direct and indirect costs. Upon completion of the work performed, the STATE will submit a detailed invoice to the CITY, and the CITY agrees to make payment to the STATE within thirty (30) calendar days.

8.2 If the CITY objects to all or any portion of an invoice, it shall notify the STATE within thirty (30) calendar days from the invoice date. The CITY shall pay the portion of the invoice not in dispute. The STATE and the CITY shall immediately make every effort to settle the disputed portions of the invoice, and if necessary, utilize the dispute resolution provided for in Section 10 of this Agreement. The CITY agrees that if it does not make payment on undisputed portions of an invoice within ninety (90) calendar days after invoice receipt, the STATE may deduct and expend any monies to which the CITY is entitled to receive from the Motor Vehicle Fund.

9. **INDEMNIFICATION**

9.1 Each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from the Party's own negligent acts or omissions performed under this Agreement. No Party will be required to indemnify, defend, or hold harmless the other Party if the claim, suit or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party, its officers, officials, employees, and/or agent's own negligent acts or omissions.

9.2 The CITY specifically assumes potential liability for the actions brought by CITY employees while performing maintenance work under this Agreement and solely for the purposes of this indemnification and defense, the CITY specifically waives as to the STATE only any immunity that it might have under the state industrial insurance
law, Title 51 RCW. The CITY recognizes that this waiver was the subject of mutual negotiations.

9.3 Sections 9.1 and 9.2 shall survive the termination of this Agreement.

10. DISPUTES AND VENUE

10.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The STATE and the CITY shall review the applicable facts, terms, statutes, and rules affecting the dispute to resolve the matter in good faith and as expeditiously as possible.

10.2 If the Parties cannot reach a resolution, the STATE and the CITY shall each appoint a member to a disputes board, and these two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. The Parties shall equally share in the cost of the third disputes board member; however, each Party shall be responsible for its own costs and fees.

10.3 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. The Parties shall be responsible for their own attorneys' fees and costs.
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date signed last below.

<table>
<thead>
<tr>
<th>CITY OF CENTRALIA</th>
<th>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</th>
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<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Printed: Robert Hill</td>
<td>Printed: Doug Ficco</td>
</tr>
<tr>
<td>Title: City Manager</td>
<td>Title: ARA for Maintenance &amp; Operations</td>
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<td>Date:</td>
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<tr>
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<tr>
<td>By:</td>
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<tr>
<td>Printed: Shannon Murphy-Olson</td>
<td>Printed: Scott Lockwood</td>
</tr>
<tr>
<td>Title: City Attorney</td>
<td>Title: Assistant Attorney General</td>
</tr>
<tr>
<td>Date:</td>
<td>Date: 7/25/17</td>
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</tbody>
</table>
BACKGROUND: The attached public notice established a public hearing during the August 22, 2017 Council meeting to accept public comment related to the surplus of equipment and vehicles.

FINANCIAL IMPACTS: None
Implementation $ Annual Ongoing $ Funds in Current Budget Appropriation/Amendment Required

ALTERNATIVES: None

RECOMMENDATION: Staff recommends the City Council of the City of Centralia conduct a public hearing and accept public testimony.
NOTICE OF PUBLIC HEARING
CENTRALIA CITY COUNCIL MEETING
TUESDAY, AUGUST 22, 2017

NOTICE IS HEREBY GIVEN that the Centralia City Council will hold a public hearing on Tuesday, August 22, 2017 in the Centralia City Council Chambers, 118 West Maple Street, Centralia, Washington at the hour of 7:00 p.m. or as soon thereafter as the matter may be heard by the City Council. The purpose of this hearing is to receive and consider public testimony in the matter of surplusing personal property.

Interested persons may appear and be heard at said hearing or written comments may be submitted to the City Clerk, P.O. Box 609, Centralia, Washington 98531 not later than 3:00 p.m. on Tuesday, August 22, 2017.

The City provides reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (360) 330-7670 at least seventy-two (72) hours prior to the meeting to discuss any special accommodations that may be necessary.

Deena Bilodeau, CMC
Centralia City Clerk

Please publish: Tuesday, August 8, 2017
CITY OF CENTRALIA
COUNCIL AGENDA REPORT

<table>
<thead>
<tr>
<th>To: Mayor and City Council</th>
<th>Council Meeting Date: August 22, 2017</th>
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</thead>
<tbody>
<tr>
<td>From: M.L. Norton, General Manager Kahle Jennings, Director Emil Pearson, Director</td>
<td>Departments: City Light Public Works Community Development</td>
</tr>
<tr>
<td>Subject: Surplus Equipment/Vehicles</td>
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</tr>
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| Approvals: CITY MANAGER CITY ATTORNEY FINANCE PERSONNEL RISK MGMT. |

**Background:** Staff has determined the items listed on Exhibit A have no present or future use.

**Financial Impacts:** None

| Implementation | $ | Annual Ongoing | $ | Funds in Current Budget | Appropriation/Amendment Required |

**Alternatives:** None

**Recommendation:** Staff recommends the City Council of the City of Centralia approve a resolution declaring the property listed on Exhibit A to be surplus and authorize staff to dispose of said property by auction or negotiated sale to obtain the highest and best price for the same.
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CENTRALIA, WASHINGTON, DECLARING CERTAIN PERSONAL PROPERTY TO BE SURPLUS AND AUTHORIZING AND DIRECTING STAFF TO DISPOSE OF SAID PROPERTY BY AUCTION OR NEGOTIATED SALE TO OBTAIN THE HIGHEST AND BEST PRICE FOR THE SAME.

WHEREAS, the City of Centralia is the owner of certain personal property, being more particularly described on the attached Exhibit "A"; and

WHEREAS, the City Council of the City of Centralia, after consultation with staff, does not believe that the City has any present or future use or plans for said property; and

WHEREAS, a public hearing was held in accordance with RCW 35.94.040, and

NOW, THEREFORE, be it resolved by the City Council of the City of Centralia, as follows:

1. The personal property owned by the City of Centralia and described on the attached Exhibit "A" is hereby declared surplus, and staff is authorized and directed to dispose of said property by auction or negotiated sale to obtain the highest and best price for the same.

ADOPTED by the City Council of the City of Centralia, Washington and executed by its Mayor at a regularly scheduled meeting thereof this ____ day of August, 2017.

______________________________
MAYOR

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
<table>
<thead>
<tr>
<th>Fleet #</th>
<th>Department</th>
<th>Description</th>
<th>License #</th>
<th>VIN/Serial #</th>
<th>Fair Market Value</th>
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<td>64030</td>
<td>Water</td>
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<td>n/a</td>
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<td>31190</td>
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<td>2011 JD 4120 Tractor/Flail Mower/Loader</td>
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</tr>
</tbody>
</table>
CITY OF CENTRALIA
COUNCIL AGENDA REPORT

To: Mayor and City Council
From: Candice Rydalch
Subject: Insurance Plan Change for Employees

Council Meeting Date: August 22, 2017
Department: Human Resources

**Background:** The City has purchased medical, dental, vision, life and disability insurance from AWC in the past for certain groups. Beginning January 1, 2018, the plan we purchase is being eliminated due to restrictions presented by the Affordable Care Act. After researching various options, we would like to move forward with switching from AWC to the State PEBB board, which offers insurance to all State employees and other governmental jurisdictions.

**Financial Impacts: 2017**

<table>
<thead>
<tr>
<th>Implementation</th>
<th>Annual Ongoing</th>
</tr>
</thead>
<tbody>
<tr>
<td>XX</td>
<td>Funds in Current Budget</td>
</tr>
</tbody>
</table>

**Alternatives:**

**Recommendation:** Approval of proposed change in insurance
RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CENTRALIA, WASHINGTON, REQUESTING REVIEW BY THE HEALTH CARE AUTHORITY TO PARTICIPATE IN THE WASHINGTON STATE INSURANCE PLANS

WHEREAS, the Health Care Authority administers the medical, dental, life, and long term disability insurance coverage for the employees of the state of Washington, as set forth in chapter 41.05 RCW; and,

WHEREAS, the City Council representing the non-represented employees and LEOFF I retired employees and city council for medical, dental, vision and all other union employees for life and long term disability insurance has reviewed the state insurance plans, chapter 41.05 RCW, RCW 41.04.205, chapter 182-08 WAC, and chapter 182-12 WAC; and,

WHEREAS, we deem the state insurance plans as providing desirable insurance coverage for the employees and members of the City Council and retirees and,

WHEREAS, we certify that all employees, retirees and City Council enrolled are eligible to participate in the state insurance plans;

BE IT RESOLVED, that the above mentioned groups request approval by the Health Care Authority to participate in the state insurance plans for the employees, council and retirees of the City of Centralia, subject to the requirement of RCW 41.04.205 and the rules adopted thereunder.

ADOPTED by the City Council of the City of Centralia, Washington and executed by its Mayor at a regularly scheduled meeting thereof this _____ day of August, 2017.

______________________________
MAYOR

ATTEST:

______________________________
City Clerk

APPROVED AS TO FORM:

______________________________
City Attorney
Background:

At the July 25, 2017 meeting of the City Council, staff was directed to draft an ordinance authorizing the use of wheeled all-terrain vehicles within the city limits of the City of Centralia. In order to operate a wheeled all-terrain vehicle on city streets the vehicle and driver must meet all of the requirements of the Department of Licensing and corresponding State statutes. The ordinance is authorized under RCW 49.09.

Financial Impacts:

<table>
<thead>
<tr>
<th>Implementation</th>
<th>$</th>
<th>Annual Ongoing</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funds in Current Budget</td>
<td></td>
<td>Appropriation/Amendment Required</td>
<td></td>
</tr>
</tbody>
</table>

Alternatives:

Recommendation: Pass Ordinance on first reading
ORDINANCE ______

AN ORDINANCE OF THE CITY OF CENTRALIA, WASHINGTON, ADDING A NEW CHAPTER TO TITLE 11 ENTITLED VEHICLES AND TRAFFIC OF THE CENTRALIA MUNICIPAL CODE (C.M.C) TO BE ENTITLED 11.45 — WHEELED ALL-TERRAIN VEHICLES AND REPEALING THOSE SECTIONS IN CONFLICT HEREWIT

WHEREAS, the City of Centralia, Washington, is a non-charter code city, by virtue of the Constitution and the laws of the State of Washington;

WHEREAS, pursuant to chapter 35A.11 RCW, the City Council may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the City; and

WHEREAS, RCW 46.09.455 (l)(d) authorizes any city or town to regulate the operation of wheeled all-terrain vehicles, on streets, roads, or highways within its boundaries; and

WHEREAS, the City Council finds that it is in the City's best interest to amend Title 11, Vehicles and Traffic, to add a new Chapter, titled "Wheeled All-Terrain Vehciles" to allow and regulate limited use of wheeled all-terrain vehicles, as defined herein, to operate on the streets, roads, or highways within the City's boundaries; and

NOW, THEREFORE, the City Council of the City of Centralia, do ordain as follows:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CENTRALIA AS FOLLOWS:

Section 1

That a new chapter be added to Title 11 – Vehicles and Traffic of the Centralia Municipal Code be, and the same hereby is created to read as follows:
Chapter 11.45
WHEELED ALL-TERRAIN VEHICLES

Sections:
11.45.010 Definitions.
11.45.020 Use of wheeled all-terrain vehicle on city streets.
11.45.030 Restrictions on use of wheeled all-terrain vehicle on city streets.
11.45.040 Equipment requirements of a wheeled all-terrain vehicle.
11.45.050 Duty to obey traffic-control devices and rules of the road.
11.45.060 Prohibited areas.
11.45.070 Use for Official Purpose Authorized.
11.45.080 Violation – Penalty.
11.45.090 Severability.

11.45.010 Definitions.
A. “City” means the City of Centralia, its elected officials, its employees, and its agents.
B. “City street” means every way, lane, road, street, boulevard, and every way or place in the city open as a matter of right to public vehicular traffic inside the city limits.
C. “Motorcycle helmet” has the same meaning as provided in RCW 46.37.530 as it now exists or may hereafter be amended.
D. “Rules of the road” (RCW Chapter 46.61) means all the rules that apply to vehicle or pedestrian traffic as set forth in state statute, rule or regulation.
E. “Sidewalk” shall have the meaning set forth in RCW 35.69.010 as existing or amended.
F. “Wheeled all-terrain vehicle” means:
   1. Any motorized non-highway vehicle with handlebars that are 50 inches or less in width, has a seat height of at least 20 inches, weighs less than 1,500 pounds, and has four tires having a diameter of 30 inches or less, or
   2. A utility-type vehicle designed for and capable of travel over designed roads that travels on four or more low-pressure tires of 20 psi or less, has a maximum width less than 74 inches, has a maximum weight less than 2,000 pounds, has a wheelbase of 110 inches or less, and satisfies at least one of the following:
      a. has a minimum width of 50 inches;
      b. has a minimum weight of at least 900 pounds; or
      c. has a wheelbase of over 61 inches.
   3. A wheeled all-terrain vehicle is an off-road vehicle for purposes of Chapter 4.24 RCW.
11.45.020 Use of wheeled all-terrain vehicle on city streets.
Subject to the restrictions and requirements set forth in this chapter and Ch 46.09 RCW, a person with a valid driver’s license issued by the state of the person’s residence may operate a wheeled all-terrain vehicle upon a city street having a speed limit of 35 miles per hour or less.

11.45.030 Restrictions on use of wheeled all-terrain vehicle on city streets.
A. A person who operates a wheeled all-terrain vehicle on city streets as authorized in this Chapter, and all passengers riding in or upon a wheeled all-terrain vehicle, must wear a securely fastened motorcycle helmet while the vehicle is in motion, except as allowed per RCW 46.37.530(1)(c);
B. A person may not operate a wheeled all-terrain vehicle upon a city street with a speed limit in excess of 35 miles per hour; however, a person may cross a city street with a speed limit in excess of 35 miles per hour at an intersection if the crossing begins and ends on a city street with a speed limit of 35 miles per hour or less and occurs at an intersection of approximately 90 degrees, or begins or ends on a residential or commercial driveway and the opposite, intersecting city street has a speed limit of 35 mph or less;
C. A person may only operate a wheeled all-terrain vehicle on city streets with the appropriate current and proper on-road vehicle registration affixed to the rear of the wheeled all-terrain vehicle in compliance with RCW 46.09.442; and
D. No passengers under the age of five may be transported in a wheeled all-terrain vehicle. RCW 46.37.530(1)(d).

11.45.040 Equipment requirements of a wheeled all-terrain vehicle.
A wheeled all-terrain vehicle operated on a city street must comply with all equipment requirements of RCW 46.09.457 including, but not limited to, headlights, tail lamps, stop lamps, reflectors, turn signals, mirrors, windshields, horns, brakes, spark arresters, and muffling devices. An adequate and operating muffling device must be installed and must comply at all times with RCW 46.09.470, as it now exists or may hereafter be amended.

11.45.050 Duty to obey traffic-control devices and rules of the road.
Unless a law enforcement officer directs otherwise, a person operating a wheeled all-terrain vehicle must obey all rules of the road that are applicable to vehicle or pedestrian traffic and must obey the instructions of official traffic-control signals, signs and other control devices applicable to vehicles. A person operating a wheeled all-terrain vehicle upon a city street is subject to all of the duties Chapters 46.09 and 46.61 RCW et seq. imposes on an operator of a vehicle, except those provisions which by their nature have no application.

11.45.060 Prohibited areas.
A. It is unlawful to operate a wheeled all-terrain vehicle on a sidewalk.
B. It is unlawful to operate a wheeled all-terrain vehicle in a park, except on a park drive or in a designated parking lot.

C. City vehicles are exempt from this section.

11.45.070 Use for Official Purpose Authorized.
A City employee or other authorized person may operate a wheeled all-terrain vehicle upon any city street, sidewalk or path while being used for official City purposes, or under the authority or direction of an appropriate agency that engages in emergency management, as defined in RCW 46.09.310, or search and rescue, as defined in RCW 38.52.010, as it now exists or may hereafter be amended, or a general authority Washington law enforcement agency as defined in RCW 10.93.020, as it now exists or may hereafter be amended, within the scope of the agency’s official duties.

11.45.080 Violation – Penalty.
A person who violates a provision of this chapter is guilty of a traffic infraction and will be punished by the imposition of a monetary penalty not to exceed $250.00, exclusive of statutory assessments; provided, conduct which constitutes a criminal traffic offense may be charged as such and is subject to the maximum penalties allowed for such offenses.

11.45.090 Severability.
Each separate provision of this chapter is independent of all other provisions. If any provision of the chapter, or any part thereof, is declared invalid, all other provisions, or parts thereof, remain valid and enforceable.

Section 2
That the provisions of this ordinance are declared to be severable and in the event a court of competent jurisdiction declares any portion of this ordinance invalid, the remaining provisions shall be unaffected thereby.

Section 3
That any previously enacted ordinance, or part thereof in conflict herewith be and the same hereby is repealed to the extent of such conflict.

Section 4
This ordinance shall become effective five days after its passage and publication as required by law.
PASSED by the City Council of the City of Centralia, Washington for the first reading on the ____ day of August, 2017 and the second and final reading on the ____ day of September, 2017.

_____________________________________
M A Y O R

ATTEST:

_____________________________________
City Clerk

APPROVED AS TO FORM:

_____________________________________
City Attorney