

IMPORTANT MEETING INFORMATION

The Centralia City Council offers a virtual option for attending council meetings remotely and accepts written public comments on agenda and non-agenda items for those who are unable to attend the meeting in person or remotely.

Virtual/Telephone Access

Join Zoom Meeting link:

<http://www.cityofcentralia.com/VirtualMeetings>

Written Comments

Written comments will be accepted until 3:00 pm the day of the meeting. Comments can be submitted by mail or in person to the City Clerk's Office, City Hall, 118 W. Maple Street or by emailing the City Clerk at kmccconnell@cityofcentralia.com.

If you have any questions, contact City Clerk Kristan McConnell at 360-330-7670.



CENTRALIA CITY COUNCIL MEETING AGENDA

Tuesday – January 13, 2026 – 7:00 p.m.

Council Members

Ray Chapman-Wilson

Council District No. 2
rwilson@cityofcentralia.com
503-381-7444

Chris Brewer

Council Position No. 1 At Large
cbrewer@cityofcentralia.com
503-395-5108

Adrianna Garibay

Council Position No. 3 At Large
agaribay@cityofcentralia.com
360-742-1305

Norm Chapman

Council District No. 1
nchapman@cityofcentralia.com
360-523-3510

Kelly Smith Johnston

Council Position No. 2 At Large
kjohnston@cityofcentralia.com
360-508-3295

Kevin Curtis

Council District No. 3
kcurtis@cityofcentralia.com
360-807-3777

Tucker Voetberg

Council District No. 4
tvoetberg@cityofcentralia.com
360-506-0302

City of Centralia
118 W. Maple Street
Centralia, WA 98531
360-330-7671

City Website
www.cityofcentralia.com

Call to Order
Pledge of Allegiance
Council Attendance

1. Approval of Agenda
2. Swearing in of new City Council Members
3. Election of Mayor and Deputy Mayor
4. Comments by the Public on Non-Agenda Items
5. City Manager Reports
 - a. 2025 Borst Lights recap – Amy Buckler
 - b. Utility Rate Adjustment for CPI – Bret Brodersen
 - c. Annual Review update – Mike Thomas
6. Consent Agenda
 - a. Voucher Approval – December 23, 2025 #251351-251517 \$3,138,397.32
Voucher Approval – January 13, 2026 #251549-251724 \$3,704,917.48
 - b. Payroll Approval – December 19, 2025 #140487-140488 and direct deposits #58224-58306 \$154,527
Payroll Approval – January 5, 2026 #140489-140524 and direct deposits #58307-58487 \$1,983,214.05
 - c. Consideration of meeting minutes for December 9, 2025 (p 4)
 - d. Consideration of ratifying the Public Works Contract with Nordic Air NW for Replacement of HVAC Equipment at City Hall (p 9)
 - e. Consideration of Change Order #2 and Final Acceptance of the Public Works Wastewater Treatment Plant Dewatering System Improvement Project PW 2024-12 with Roglin's, Inc. –final contract amount \$955,978.33 (p 23)
 - f. Consideration of Professional Services Agreement 25-77PS-WTR402 with Parametrix, Inc. for On-Call SCADA and PLC Programming Services \$40,000 (p 25)
 - g. Consideration of Bid award of Public Works Agreement with Construct, Inc. for the Centralia City Light Office Remodel Project \$608,124 (p 35)
 - h. Consideration of amendment to the Aqua Terra Cultural Resource Consultants Contract to increase scope for cultural resources survey (p 48)
7. Business items
 - a. Consideration of approval of the LTAC recommendations (p 52)
 - b. Consideration of approval of a Long-Term Easement with the U.S. Army Corp of Engineers for the Yelm Hydro 69-Kv Transmission Line (p 56)
 - c. Consideration of Resolution 2836 supporting the Centralia School District Levy (p 73)
 - d. Consideration of second reading of Ordinance 2573 to create a new Title 12 related to public facilities and infrastructure (p 76)

Continued on the next page



CENTRALIA CITY COUNCIL MEETING AGENDA

Tuesday – January 13, 2026 – 7:00 p.m.

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- e. Consideration of second reading of Ordinance 2574 amending Chapter 14.04 of Title 14 Streets and Sidewalks and to add a new Chapter 14.22 adopting a Complete Streets Program (p 85)

8. City Council Reports

Adjournment

CITY OF CENTRALIA
RECORD OF COUNCIL PROCEEDINGS
Tuesday – December 9, 2025 - 7:00 pm

Mayor Smith Johnston called the meeting to order at 7:00 pm.

Pledge of Allegiance

Councilor Althausen led the flag salute

Attendance

Present: Mayor Smith Johnston, Deputy Mayor Brewer, Councilor Vogt, Councilor Garibay, Councilor Westley, Councilor Althausen and Councilor Chapman.

Absent: none.

1. Approval of Agenda

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE THE AGENDA AS PRESENTED.... motion PASSED...7-0.

2. Comments by the Public on Non-Agenda Items

Peter Lahmann, Centralia, join in the holiday caroling on 12/12 and 12/18 at 5:30pm. Harrison Square Presbyterian Church Christmas Concert on December 21st at 2:30pm and 5pm. Port of Centralia meeting on 12/17 at 3pm.

Rebecca Staebler, Centralia, thanked everyone for attending the fun holiday events. This Saturday is the lighted tractor parade at 6pm.

Damian Bean and Cindy Garibay, Centralia, join the Friends of Seminary Hill on the 3rd Saturday of the month at 9:30am, to socialize and learn about the local species in the natural area.

Edna Fund, Centralia, on behalf of Centralia's 150th anniversary she shared some photos and history on the big flood in 1933. She also shared the next flood meeting will be held on January 6, 2026.

Elizabeth Cameron, Centralia, thanked Councilor Althausen, Councilor Vogt and Councilor Westley for their contributions to the community during their time on council.

3. City Manager Reports

- a. Recognition of Councilor Vogt, Councilor Westley and Councilor Althausen

Mayor Smith Johnston spoke about the accomplishments and dedication each Councilor brought to the city and council. She presented each with a plaque for their dedicated service over the last several years.

Councilors took turns sharing sweet messages with the outgoing council members.

CITY OF CENTRALIA
RECORD OF COUNCIL PROCEEDINGS
Tuesday – December 9, 2025 - 7:00 pm

Councilor Althausen, Councilor Westley and Councilor Vogt all spoke about their time served on Council.

b. Utility Rate Adjustment for CPI – Bret Brodersen

Finance Director Bret Brodersen informed Council that the utility rate adjustment for CPI has been delayed until December 18th due to the government shutdown earlier this fall. He will have a formal presentation in January 2026.

c. City Light Update – Mike Thomas

City Manager Mike Thomas announced that Willie Wright has served as the Interim City Light General Manager since September and will officially be the General Manager starting January 1, 2026. He congratulated him on a job well done.

Willie Wright said he is thankful and honored for this position. He thanked his dedicated staff and all of city staff who helped him learn along the way. He looks forward to serving the city in a positive way.

Mayor Smith Johnston thanked him for his service at the city and congratulated him.

d. Update on the Downtown Tree Replacement Program and Tree Policy – Andy Oien and Amy Buckler

Public Works Director, Andy Oien and Deputy City Manager/Parks Director, Amy Buckler gave Council an update on the Downtown Tree Replacement Program and Tree Policy.

e. Borst Park Lights – Amy Buckler

Deputy City Manager/Parks Director, Amy Buckler gave Council an update on the vandalism at Borst Lights. She thanked the Parks Department for stepping up and making it possible to still do Borst Lights. She thanked the Police Department for their quick action with police patrols and surveillance. She thanked the Weaver family for donating \$250 and Dan and Nancy Duffy for donating \$100 to help with the cost of repairs. The city is grateful for all the help.

f. Flooding update – Mike Thomas

City Manager Mike Thomas gave council an update on the flood.

4. Council Committee Reports

a. Volunteer Recognition Committee: Volunteer Recognition Nominations – Councilor Vogt

CITY OF CENTRALIA
RECORD OF COUNCIL PROCEEDINGS
Tuesday – December 9, 2025 - 7:00 pm

Councilor Vogt said awards will be presented at the January 27th Council meeting and he named the 22 individuals nominated:

- | | |
|--------------------------|------------------------------|
| - Steve Emrich | - Beverly York |
| - Rick Blum | - Debra Freelove |
| - Al Holcomb | - M'Lee Barlow |
| - Duwayne Yost | - Charlie and Susan Williams |
| - Richard Noto | - Jean Bluhm |
| - Damian Bean | - Bonnie Cox |
| - Holly Phelps | - Vickie and Jeff Morehead |
| - Justin Zenkner | - Lynn Maynard |
| - Ashlinn and Riley York | - Diane Smith |
| - Shirley Stirling | |

5. Consent Agenda

- a. Voucher Approval – December 9, 2025 #251198-251324 \$865,125.92
- b. Payroll Approval – December 5, 2025 #140449-140486 and direct deposits #58043-58223 \$1,806,524.19
- c. Consideration of meeting minutes for November 25, 2025
- d. Consideration of approving City Manager Annual Performance Review 2025
- e. Consideration of Small Works Contract Ratification for the Yelm Hydroelectric Canal Tree Removal \$20,000

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE THE CONSENT AGENDA AS PRESENTED ...motion PASSED 7-0.

6a. Consideration of Memorandum of Agreement (MOA) with LPC for Project Development.

City Manager, Mike Thomas presented the information to Council. Council discussion followed.

Public comment:

Peter Lahmann, Centralia, He thanked the City for working with LPC on this and he thinks this will be good for everyone.

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE THE MEMORANDUM OF AGREEMENT WITH LPC FOR PROJECT DEVELOPMENT ...motion PASSED 7-0.

6b. Consideration of Resolution 2835 adopting changes to the master fee schedule.

Finance Director, Bret Brodersen presented the information to Council.

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE RESOLUTION 2835 ADOPTING CHANGES TO THE MASTER FEE SCHEDULE ...motion PASSED 7-0.

CITY OF CENTRALIA
RECORD OF COUNCIL PROCEEDINGS
Tuesday – December 9, 2025 - 7:00 pm

- 6c. Consideration of first reading of Ordinance 2573 to create a new Title 12 related to public facilities and infrastructure.

City Attorney, Kyle Manley presented the information to Council. Council discussion followed.

Public Comment:

Elizabeth Cameron, Centralia, spoke in support of this ordinance.

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE FIRST READING OF ORDINANCE 2573 ...motion PASSED 7-0.

- 6d. Consideration of first reading of Ordinance 2574 amending Chapter 14.04 of Title 14 Streets and Sidewalks and to add a new Chapter 14.22 adopting a Complete Streets Program.

City Attorney, Kyle Manley presented the information to Council. Council discussion Followed.

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE FIRST READING OF ORDINANCE 2574...motion PASSED 7-0.

- 6e. Consideration of second reading of Ordinance 2572 amending the 2025-2026 budget.

Finance Director, Bret Brodersen, explained the changes made between first reading and second reading.

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO APPROVE SECOND READING OF ORDINANCE 2572 AMENDING THE 2025-2026 BUDGET...motion PASSED 7-0.

- 6f. Consideration to cancel the December 23, 2025, City Council meeting and authorize the Finance Committee to approve vouchers for said date.

DEPUTY MAYOR BREWER MOVED, SECONDED BY COUNCILOR GARIBAY, TO CANCEL THE DECEMBER 23, 2025, CITY COUNCIL MEETING AND AUTHORIZE THE FINANCE COMMITTEE TO APPROVE VOUCHERS FOR SAID DATE.....motion PASSED 7-0.

7. City Council Reports

Councilor Chapman – attended the Housing and Land Committee meeting, the Welcome and Farewell Reception and the Elected Officials Essentials training in Olympia. The lighted tractor parade is this weekend.

CITY OF CENTRALIA
RECORD OF COUNCIL PROCEEDINGS
Tuesday – December 9, 2025 - 7:00 pm

Councilor Garibay – expressed her deepest gratitude and thanked the outgoing council members for everything they have done for the city and community.

Deputy Mayor Brewer – attended the Welcome and Farewell Reception. He was one of the judges for the CDA's Name that Tune window display. He thanked the Centralia Police Department and Public Works for all the work they have done during the flood. The lighted tractor parade is this weekend.

Councilor Vogt – thanked everyone for 10 years and 5 and a half months. He has loved every minute and every challenge and every wonderful new thing we have done with this city. Love where you live.

Councilor Westley – later this week he will attend mediation at the county. He will have his last Lewis County Transit meeting in a couple weeks. The lighted tractor parade is this Saturday. Please support our local businesses.

Councilor Althausen – the lighted tractor parade is Saturday at 6pm. Shop small and please support local businesses. The tree lighting was magical.

Mayor Smith Johnston – noted she will miss this version of the council but is looking forward to the new councilors joining them. She will have her In Real Life meeting tomorrow at 10:30am at the Lewis County Station. She also noted this is her last meeting as mayor and she thanked all of council for trusting her and putting faith in her. She is looking forward to what's to come in each of their lives and for Centralia. She wished everyone a Happy Holidays and Wonderful New Year.

Councilor Vogt added that the Borst lights are going on through Christmas from 5-9pm. Please drive through and see the light display that staff worked so hard on. He asked everyone to join him one last time...Love where you live!

Adjournment

Mayor Smith Johnston adjourned the meeting at 9:31 pm.

Submitted by:

Kristan McConnell, City Clerk

Approved by:

City of Centralia Mayor

COUNCIL AGENDA REPORT

To: Mayor and City Council	Council Meeting Date: January 13, 2026
From: Kyle Markstrom, Parks & Buildings Operations Manager	Department: City Hall
Subject: Ratification of Public Works Contract with Nordic Air NW for replacement of HVAC equipment at City Hall	

Background:

The HVAC unit that serves the Court Room/Council Chambers at court offices at City Hall recently failed. This unit is over 20 years old, past its useful life, and must be replaced. Bids were solicited from all eligible contractors on the MRSC Roster on December 11th. A walk through with interested contractors was conducted on December 15th. Bids were due on December 18th at 5:00 pm.

The following bids were received:

Nordic Air NW LLC	\$14,000.00
Denali Heating & Air Conditioning	\$20,251.99
Capital Heating & Cooling Inc	\$22,579.72
Columbia Allied Services	\$27,674.52

Nordic Air NW LLC is the lowest responsible bidder.

The scope of work includes removal of existing heat pump & air handler, installation of new heat pump system, flush and pressure test of existing refrigerant line set, electrical work, engineering and design in compliance with NREC, startup and test & a one-year full warranty on all work and equipment.

Over the past month, the court offices and chamber have been very cold due to the broken HVAC unit. Thus, the City Manager approved staff to move forward with Nordic Air NW, enabling equipment to be ordered and the install scheduled in order to expedite restoration of heat. The anticipated install date is the week of January 19.

Financial Impacts:

The total cost for this project including tax will be \$14,000.00

Implementation	\$14,000.00 (incl Tax)	Annual Ongoing	\$ 0.00
	Funds in Current Budget	✓	Appropriation/Amendment Required

Recommendation:

Move to ratify the Small Works City Hall/Court Room HVAC Replacement Project with Nordic Air NW LLC in the not to exceed amount of \$14,000.00, including tax.

**CITY OF CENTRALIA
SMALL WORKS AGREEMENT
CONTRACT NO. 26-01SW-BM018**

This agreement is entered into between the City of Centralia, a Washington municipal corporation, ("City") and **Nordic Air Northwest LLC**, an Oregon limited liability company with a principal office address of 71477 Schroeder Rd, Pendleton, OR 97801, ("Contractor") upon the date of signature by both parties.

AGREEMENT

In consideration of the mutual promises and understandings of the parties set forth below, the parties hereby agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Services Provided.

Contractor shall provide the services and materials specified in Exhibit A: Scope of Work, which is attached hereto and incorporated herein by reference. Contractor further represents that the services provided under this agreement will be performed in accordance with generally accepted industry standards in effect at the time those services are performed.

§1.02 Payment for Services; Method of Payment.

The City shall pay Contractor a total amount not to exceed **Fourteen Thousand Dollars (\$14,000.00)** for the performance of work and services under this agreement.

Contractor shall submit monthly payment invoices to the City, which must include documentation that adequately substantiates the services provided. The City shall provide payment within forty-five (45) days after receipt of an invoice. If the City objects to all or any portion of an invoice, it shall promptly notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion. Payments by the City shall not constitute waivers of the City's right to final inspection and acceptance of the project.

§1.03 Contract Term.

The term of this agreement will be from **January 1, 2026 to January 30, 2026** ("Contract Term"). Only services performed by Contractor within the Contract Term will be eligible for payment under this agreement.

PART II: SPECIAL CONDITIONS.

§2.01 Independent Contractor; Work Performed at Contractor's Risk.

Contractor agrees it is and will conduct itself as an independent contractor in performing the work and services required of it for the City under this agreement. Contractor shall have the ability to control and direct the performance and details of its work, with the City being interested only in the results obtained and/or work product.

Neither Contractor nor anyone employed by Contractor to fulfill the terms of this agreement will be considered employees of the City. Employees of Contractor will be under the sole direction and control of Contractor and will not be entitled to any compensation, rights, or benefits from the City, including but not limited to: tenure rights, medical care or insurance, sick or vacation leave, severance pay, or retirement benefits. Any and all claims on behalf of any person arising out of employment or alleged employment against Contractor, its officers, or its agents will in no way be the responsibility of the City. Contractor must hold the City harmless from any and all such claims.

Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of its services 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.

§2.02 Right of Inspection; Defective or Unauthorized Work.

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

The City shall have the right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, but is not limited to, 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 for any additional costs incurred by the City. Additional costs shall include all reasonable costs, including legal costs and attorney fees, beyond the maximum contract price specified above. The City shall deduct the cost to complete the contract work, including any additional costs, from any and all amounts due to Contractor.

§2.03 Retainage.

The City shall hold back a retainage in the amount of fifty percent (50%) of the contract amount for a period of sixty days after the date of final acceptance or until receipt of all necessary releases from the Washington State Departments of Revenue, Employment Security, and Labor & Industries and the settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The amount retained shall be placed in a fund pursuant to RCW 60.28.011, unless, within fourteen calendar days of the execution of this agreement, Contractor instructs otherwise.

§2.04 Prevailing Wages.

Contractor shall file a Statement of Intent to Pay Prevailing Wages with the Washington State 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 agreement is executed by Contractor and shall comply with Chapter 39.12 RCW as well as any other applicable prevailing wage rate provisions.

§2.05 Change Orders.

The City may issue a written change order for any change in the contract work during the performance of this agreement. If Contractor determines, for any reason, that a change order is necessary, Contractor shall submit a written change order request to the City within fourteen 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 order will affect Contractor's costs or time for performance, the City shall make an equitable adjustment. The City shall attempt in good faith to reach an agreement with Contractor on all equitable adjustments; however, if the parties are unable to agree, the City shall determine the equitable adjustment as it deems appropriate. Contractor shall proceed with the change order work upon receiving either a written or oral change order from the City. All oral orders shall be followed up with a written change order. If Contractor fails to require a change order within the time specified in this section, Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If Contractor disagrees with the equitable adjustment, Contractor must complete the change order work; however, Contractor may elect to protest the adjustment as provided in Section 2.06.

Contractor shall be deemed to have accepted all requirements of a change order by: (i) endorsing it, (ii) providing a separate written acceptance, or (iii) not protesting as provided in Section 2.06. A change order that is accepted by Contractor shall constitute full payment and final settlement of all claims for contract time and for any direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

§2.06 Protest and Claims.

If 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, Contractor may file a claim as provided in this section. Contractor shall give written notice to the City of all claims within fourteen calendar days of the occurrence of the events giving rise to the claims or within fourteen calendar days of the date Contractor knew or should have known of the facts or events giving rise to the claims, 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this agreement. At a minimum, a written claim shall include the information set forth in the notice requirements below.

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

1. The date of 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 Contractor is asserting a schedule change or disruption.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTICE 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.

B. Records. 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 Contractor's records needed for evaluating the protest. The City shall evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City shall adjust payment for work or time by an equitable adjustment. No adjustment shall be made for an invalid protest.

- C. Contractor's Duty to Complete Protested Work. In spite of any claim, 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, 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, Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

§2.07 Final Payment/Waiver of Claims; Limitation of Actions.

Contractor's acceptance of final payment, excluding withheld retainage, shall constitute a waiver of all claims except those previously and properly made and identified by Contractor as unsettled at the time final payment is made and accepted.

Contractor must file any lawsuit arising from or connected with this agreement within one hundred twenty (120) calendar days from the date the contract work is complete or Contractor's ability to file shall be forever barred. This section further limits any applicable statute of limitations period.

§2.08 Warranty.

Upon acceptance of the contract work, Contractor shall provide the City a one-year warranty on all work performed. Contractor shall correct all defects in workmanship and materials within one 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 are not acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. Contractor shall begin to correct any defects within seven calendar days of its receipt of notice from the City of the defect. If Contractor does not accomplish the corrections within the period of time set by the City, the City may complete the corrections, and Contractor shall pay all costs incurred by the City to correct the defective work.

PART III: [RESERVED].

PART IV: BREACHES AND TERMINATION.

§4.01 Termination by Mutual Agreement.

This agreement may be terminated, in whole or in part, at any time prior to the completion of the Contract Term if and when both parties agree that continuation is not feasible or would not produce beneficial results to either party. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date of termination, the portion (if in part) to be terminated, and any allocation of payments under the agreement.

§4.02 Termination Due to Loss of Funds.

This agreement may terminate, in full or in part, in the event the City suffers a loss of the funding source that permits it to fund the agreement.

If it suffers such a loss of funding, the City shall give Contractor written notice that sets forth the effective date of full or partial termination or, if a change in funding is required, setting forth the required changes. Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date.

§4.03 Suspension or Termination for Material Breach.

In the event of a material breach of the terms of this agreement, the non-breaching party may suspend the agreement pending corrective action by the breaching party or terminate the agreement, in whole or in part, after providing the breaching party a reasonable amount of time to cure the breach.

The party alleging a material breach must notify the other party in writing of the alleged breach and any possible remedies within fifteen (15) days after discovering the alleged breach and must allow the other party at least fifteen (15) days to cure said breach. Allowing time to cure a breach does not waive the non-breaching party's right to terminate the agreement for the same or different breach which may occur at a different time. Any attempt to cure a breach must be performed to the reasonable satisfaction of the non-breaching party.

§4.04 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event").

A Force Majeure Event shall not constitute a violation or breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Relief from the performance of all or part of this agreement may be granted if a party is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with the requesting party. To obtain release based on a Force Majeure Event, the requesting party must file a written request for such relief with the other party.

§4.05 Non-Waiver/Waiver in Writing.

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default will not constitute a waiver of any rights under this agreement or any subsequent breach or default. No conditions or provisions of this agreement can be waived unless approved in writing.

PART V: SUPPLEMENTAL TERMS AND CONDITIONS.

§5.01 Designation of Individuals to Execute Agreement and Amendments.

The City Manager or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City.

Contractor's representative who is duly authorized by law to execute this agreement, or their successor, is the official authorized to execute this agreement and any amendments to this agreement on behalf of Contractor.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§5.02 Assignment or Transfer; Binding Effect.

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party.

This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

§5.03 Applicability to Subcontractors.

Contractor will remain solely responsible for fulfilling the terms of this agreement and will be the sole point of contact by the City regarding all contractual matters even if some of the duties of Contractor are carried out by subcontractors. All provisions of this agreement will be made binding on any such subcontractors of Contractor.

§5.04 Indemnification/Hold Harmless and Insurance.

Indemnification, hold harmless, and insurance requirements are attached as Exhibit B and incorporated herein by this reference.

§5.05 Information Provided; Recordkeeping and Access to Records.

The City will provide its best efforts to provide for the reasonable accuracy of any information supplied by it to Contractor for the purpose of completing the services under this agreement.

All records pertinent to the work undertaken as part of this agreement must be retained by Contractor until completion of the contract and for a following period of at least five (5) years. The City and any other duly authorized official must have full access to and the right to examine, audit, excerpt, or transcribe any of Contractor's records pertaining to this agreement.

§5.06 Licensing and Registration Requirements.

Contractor shall comply with all federal, state, and local licensing and registration requirements and any other related laws, rules, and regulations regarding transacting business in the State of Washington and the City of Centralia.

§5.07 Civil Rights and Equal Opportunity Employment/Nondiscrimination Laws.

Contractor must comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. Contractor may not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, or national origin.

§5.08 Governing Law; Compliance with Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Washington and the City of Centralia.

Contractor agrees to comply with all federal, state, and local laws, rules, and regulations that are applicable to Contractor's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of those operations.

§5.09 Washington State Public Records Act.

The City is subject to the Washington State Public Records Act (Chapter 42.56 RCW). All documents in the possession of the City or given to Contractor by the City may be open to public inspection and disclosure in accordance with state law.

§5.10 Notice.

Except as otherwise expressly provided, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, certified or registered mail, to the addresses specified by either of the parties in writing. All notices, requests, or communications shall be deemed effective upon personal delivery or following deposit in the mail.

§5.11 Dispute Resolution; Attorney Fees.

The exclusive means of resolving any dispute, difference, or claim arising from either parties' performance of this agreement shall be by filing suit under the venue, rules, and jurisdiction of the Lewis County Superior Court.

In the event of any litigation, appeal, or other legal action regarding this agreement, both parties agree to pay all expenses of such action as permitted by law and so ordered by a court of competent jurisdiction, including attorney's fees and costs, if the other party is the prevailing party.

§5.12 Entire Agreement; Severability; Counterparts.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding. If any language in the documents incorporated by reference conflict with any language contained in this agreement, the terms of this agreement shall prevail.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	NORDIC AIR NORTHWEST LLC
By: <u></u> (Signature)	By: <u></u> (Signature)
<u>Michael D. Thomas, City Manager</u> (Typed or Printed Name, Title)	<u>Ezra Niord - Owner</u> (Typed or Printed Name, Title)
<u>1/6/26</u> (Date)	<u>1/6/26</u> (Date)
NOTICES TO BE SENT TO: City Clerk City of Centralia 118 W. Maple St./PO Box 609 Centralia, WA 98531 Phone: (360) 330-7675 Email: kmcconnell@cityofcentralia.com	NOTICES TO BE SENT TO: Ezra Niord Nordic Air NW 30690 Joy Ln Hermiston, OR 97838 Phone: (541) 561-6556 Email: nordicairnw@gmail.com

EXHIBIT A SCOPE OF WORK

1. The scope of work for this project includes the provision and installation of a new heat pump, matching air handler, and any ancillary equipment at Centralia City Hall located at 118 W. Maple Street, Centralia, WA.
2. Contractor shall do all work and furnish all tools, materials, and equipment to fully complete the project, including, but not limited to:
 - Removing existing equipment and disposing of it per local, state, and federal regulations.
 - Providing and installing a new heat pump, air handler, matching coil, air filter, and thermostat.
 - Providing and installing an equipment pad.
 - Providing and installing a new disconnect, whip, fuses, and surge protector.
 - Providing and installing new refrigerant lineset and low voltage cable, if needed.
 - Flushing and pressure testing the new or existing refrigerant lineset.
 - Connecting all new equipment to existing duct work and electric lines.
 - Removing the existing condensate drain line and installing a new drain line.
 - Performing a system startup and testing all equipment for proper functionality.
3. Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract and every part thereof.
4. All work shall be performed in a good and workmanlike fashion. No changes, modifications, additions or deletions to the scope of work or the Contract Amount shall be allowed or binding upon either party hereto unless in writing and signed by both parties.

EXHIBIT B

INSURANCE & INDEMNITY REQUIREMENTS FOR SMALL WORKS CONTRACTS

Indemnification / Hold Harmless

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

However, 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 Contractor and the City, its officers, officials, employees, and volunteers, Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes 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 Requirements

A. Insurance Required

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 services hereunder by Contractor, its agents, representatives, or employees.

B. Minimum Scope of Insurance

Contractor shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop-gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 10 10 01 and 20 37 10 01.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. 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 and \$2,000,000 general aggregate.

D. Primary/Contributory Insurance

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 self-insured pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.

E. Full Availability of Policy Limits

If Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of any policies maintained by Contractor, irrespective of whether such limits are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Contractor.

F. Subcontractor Insurance

The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General Liability insurance policies using an endorsement as least as broad as ISO CG 20 10 10 01 and CG 20 37 10 01.

G. Insurer Rating

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

H. Verification of Coverage

Before commencement of the services, Contractor shall furnish the City with original certificates and a copy of any amendatory endorsements, including, but not necessarily limited to, an additional insured endorsement evidencing the insurance requirements specified above.

I. Limitation of Remedies

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

J. Notice of Cancellation

Contractor shall provide the City with written notice of any policy cancellation within two business days after receipt of such notice.

K. Failure to Maintain Insurance

Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving notice to Contractor and a reasonable time to correct the breach, terminate the Agreement or, at its sole 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 offset the cost against funds due to Contractor from the City.

CITY OF CENTRALIA

COUNCIL AGENDA REPORT

To:	Mayor and City Council	Council Meeting Date:	January 13, 2026
From:	Patty Page, P.E. City Engineer	Department:	Public Works Fund 403
Subject:	Change Order #2 and Final Acceptance: PW 2024-12 Wastewater Treatment Plant Dewatering System Improvements Project		

Background:

This project consisted of furnishing all labor, material, equipment, and appurtenances necessary for construction of the Wastewater Treatment Plant Dewatering System. Work included installation of the owner-provided screw press system, mechanical process equipment and piping systems, electrical and instrumentation, and other work in accordance with the contract provisions, contract drawings and applicable codes and regulations.

This project was awarded to Rognlin's, Inc. on May 14, 2024, in the not to exceed amount of \$949,718.00. Change Order #1, a contract increase of \$21,141.46, was for an added FLOC Tank drain. Change Order 2, a contract decrease of \$14,881.13 is quantity reconciliation between bid item quantities and actual quantities of work completed. The final contract amount is \$955,978.33.

Financial Impacts: Funds for this project were allocated in the Wastewater Department Budget Object 630.

Implementation	\$955,978.33 (incl. tax)	Annual Ongoing	\$
☒ Funds in Current Budget		☐ Appropriation/Amendment Required	

Recommendation: Staff recommends that the City Council approve Change Order #2 in the amount of \$14,881.13 and Final Acceptance of the Wastewater Treatment Plant Dewatering System Improvement Project with Rognlin's, Inc. in the final contract amount of \$955,978.33, including tax.

CHANGE ORDER AGREEMENT
CITY OF CENTRALIA
UTILITIES DEPARTMENT

DATE:	12/18/2025	CHANGE ORDER NO:	2
PROJECT:	WWTP Dewatering System Improvements		
		ORIGINAL CONTRACT AMOUNT:	\$ 949,718.00 (Including tax)
CONTRACTOR:	Rognlin's Inc PO Box 307 Aberdeen, WA 98520		
		UNDER ESTIMATE NO:	

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

ITEM	DESCRIPTION	Unit	Unit Price	Quantity	Increase	Decrease
A	Quantity Reconciliation	LS	\$ 14,881.13	-1.00	\$ -	\$ (14,881.13)
B					\$ -	\$ -
C					\$ -	\$ -
D					\$ -	\$ -
SUB TOTAL					\$ -	\$ (14,881.13)
NET INCREASE/DECREASE			\$ (14,881.13)			
PREVIOUS CHANGE ORDER TOTALS					\$ 21,141.46	\$ -
TOTAL CHANGE ORDERS			\$ 6,260.33		(Including tax)	
TOTAL CHANGE ORDER % OF ORIGINAL CONTRACT			0.66%			

APPROVED BY:

CONTRACTOR:		DATE:	
CITY ENGINEER		DATE:	
CITY MANAGER:		DATE:	

CITY OF CENTRALIA

COUNCIL AGENDA REPORT

To:	Mayor and City Council	Council Meeting Date:	January 13, 2026
From:	XO Andy Oien, Public Works Director	Department:	Public Works Fund 402
Subject:	Professional Services Agreement 25-77PS-WTR402 with Parametrix, Inc. for On-Call SCADA Support 2026-2027		

Background: Parametrix, Inc. will provide SCADA system troubleshooting and water controls programming for the Water Department as needed on an on-call basis. This contract ensures that the Water Department has quick access to Parametrix's electrical engineering staff when problems arise. Water Department staff handles 95% of the PLC and SCADA troubleshooting, this agreement will only be used when City Staff encounter problems outside of our expertise.

Financial Impacts: Funds are included in the Water Department budget Object 410.

Implementation	\$40,000	Annual Ongoing	\$
☒ Funds in Current Budget		☐ Appropriation/Amendment Required	

Recommendation: Staff recommends that the City Council approve the Professional Services Agreement 25-77PS-WTR402 with Parametrix Inc. in a not to exceed amount of \$40,000.00 for On-Call SCADA Support.

**CITY OF CENTRALIA
PROFESSIONAL SERVICES AGREEMENT
CONTRACT NO. 25-77PS-WTR402**

This Agreement is entered into between the City of Centralia, a Washington municipal corporation, (“City”) and **Parametrix, Inc.**, a Washington corporation with a principal office address of 1019 39th Avenue SE, Suite 100, Puyallup, Washington 98374, (“Consultant”) upon the date of signature by both parties.

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Services Provided.

Consultant shall provide the services specified in Exhibit A: Scope of Services, which is attached hereto and incorporated herein by reference. Consultant shall perform such services in accordance with the degree of care and skill customarily exercised by members of Consultant’s profession under similar circumstances and with the generally accepted professional practices in effect at the time those services are performed.

§1.02 Payment for Services Performed; Method of Payment.

The City shall pay Consultant a total amount not to exceed **Forty Thousand Dollars (\$40,000.00)** for the performance of services under this Agreement.

Consultant shall submit payment invoices to the City, which must include documentation that adequately substantiates the services performed. The City shall provide payment within forty-five (45) days after receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

§1.03 Contract Term.

The term of this agreement will be from January 1, 2026 to December 31, 2027 (“Contract Term”). Only services performed by Consultant within the Contract Term will be eligible for payment.

PART II: SPECIAL CONDITIONS.

§2.01 Independent Contractor; Services Performed at Consultant’s Risk.

Consultant agrees it is and will conduct itself as an independent contractor in performing the services required of it for the City under this agreement. Consultant shall have the ability to control and direct the performance and details of its services, with the City being interested only in the results obtained, work product, and/or deliverables.

Neither Consultant nor anyone employed by Consultant to fulfill the terms of this agreement will be considered employees of the City. Employees of Consultant will be under the sole direction and control of Consultant and will not be entitled to any compensation, rights, or benefits from the City, including but not limited to: tenure rights, medical care or insurance, sick or vacation leave, severance pay, or retirement benefits. Any and all claims on behalf of any person arising out of employment or alleged employment against Consultant, its officers, or its agents will in no way be the responsibility of the City.

Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of its services and shall utilize all protection necessary for that purpose. All services shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the services.

§2.02 Right of Inspection; Work Made for Hire.

Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the services authorized under this agreement, the work product must meet the reasonable approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall be considered work made for hire and shall belong to and become the property of the City. Consultant shall provide such documents, files, and other information to the City at the end of the Contract Term. The City shall be entitled to use or reuse of any of the documents, files, or other information created by Consultant under this agreement for any purpose. Any use or reuse of the documents, files, or other information for purposes other than those intended by this Agreement shall be at the sole risk of the City and without liability to Consultant.

§2.03 Confidentiality of Information Received.

During the Contract Term and for a period of two years thereafter, Consultant shall owe a normal professional duty of confidentiality to the City with respect to matters for which it is compensated. Consequently, any information of which it or its employees become aware, either directly or indirectly, which touches and concerns substantial matters to the City, must be treated as confidential. Such confidential information may not be disclosed to any party not associated with the City without the express, written permission of the City, nor will such confidential information be used by Consultant or its employees, agents, or subcontractors for corporate or personal benefit.

§2.04 Licensing and Registration Requirements.

Consultant shall comply with all federal, state, and local licensing and registration requirements and any other related laws, rules, and regulations regarding transacting business in the State of Washington and the City of Centralia.

§2.05 Civil Rights and Equal Opportunity Employment/Nondiscrimination Laws.

Consultant shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. Consultant may not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, or national origin.

§2.06 Applicability to Subcontractors.

Consultant shall remain solely responsible for fulfilling the terms of this agreement and shall be the sole point of contact by the City regarding all contractual matters even if some of the duties of Consultant are carried out by subcontractors. All provisions of this agreement will be made binding on any such subcontractors of Consultant.

PART III: [RESERVED.]

PART IV: BREACHES AND TERMINATION.

§4.01 Termination by Mutual Agreement.

This agreement may be terminated, in whole or in part, at any time prior to the completion of the Contract Term if and when both parties agree that continuation is not feasible or would not produce beneficial results to either party. In the event of mutual termination, the parties shall agree on the termination conditions, including the effective date of termination, the portion (if in part) to be terminated, and any allocation of payments under the agreement.

§4.02 Termination Due to Loss of Funds.

The City may terminate this agreement, in full or in part, in the event it suffers a loss of the funding source that permits it to fund the agreement. If it suffers such a loss of funding, the City shall give Consultant written notice that sets forth the effective date of full or partial termination or, if a change in funding is required, setting forth the required changes. Consultant shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date.

§4.03 Suspension or Termination for Material Breach.

In the event of a material breach of the terms of this agreement, the non-breaching party may suspend the agreement pending corrective action by the breaching party or terminate the agreement, in whole or in part, after providing the breaching party a reasonable amount of time to cure the breach.

The party alleging a material breach shall notify the other party in writing of the alleged breach and any possible remedies within fifteen (15) days after discovering the alleged breach and must allow the other party at least fifteen (15) days to cure said breach. Allowing time to cure a breach does not waive the non-breaching party's right to terminate the agreement for the same or different breach which may occur at a different time. Any attempt to cure a breach shall be performed to the reasonable satisfaction of the non-breaching party.

§4.04 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster or other similar event outside the control of and not attributable to the fault or negligence of the party, including, but not limited to, acts of God, fires, floods, epidemics, riots, or other similar events ("Force Majeure Event"). A Force Majeure Event shall not constitute a violation or breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Relief from the performance of all or part of this agreement may be granted if a party is prevented from performance by a Force Majeure Event. The burden of proof for the need of such relief shall rest with the requesting party. To obtain release based on a Force Majeure Event, the requesting party shall file a written request for such relief with the other party.

§4.05 Non-Waiver/Waiver in Writing.

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default shall not constitute a waiver of any rights under this agreement or any subsequent breach or default. No conditions or provisions of this agreement can be waived unless approved in writing.

PART V: SUPPLEMENTAL TERMS AND CONDITIONS.

§5.01 Designation of Individuals to Execute Agreement and Amendments.

The City Manager or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City. Consultant's representative who is duly authorized by law to execute this agreement, or their successor, is the official authorized to execute this agreement and any amendments to this agreement on behalf of Consultant.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§5.02 Assignment or Transfer; Binding Effect.

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party.

This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

§5.03 Indemnification/Hold Harmless and Insurance.

Indemnification, hold harmless, and insurance requirements are attached as Exhibit D and incorporated herein by this reference.

§5.04 Information Provided; Recordkeeping; Access to Records.

The City will use its best efforts to provide for the reasonable accuracy of any information supplied by it to Consultant for the purpose of completing the services under this agreement. Consultant shall be entitled to reasonably rely upon the accuracy and completeness of all information supplied by the City, provided that Consultant shall provide the City with prompt notice of any known defects in such information.

All records pertinent to the services provided as part of this agreement shall be retained by Consultant until completion of the contract and for a following period of at least five (5) years.

The City and any other duly authorized official shall have full access to and the right to examine, audit, excerpt, or transcribe any of Consultant's records pertaining to this agreement.

§5.05 Washington State Public Records Act.

The City is subject to the Washington State Public Records Act (Chapter 42.56 RCW). All documents in the possession of the City or given to Consultant by the City may be open to public inspection and disclosure in accordance with state law.

§5.06 Notice.

Except as otherwise expressly provided, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, certified or registered mail, to the addresses specified by either of the parties in writing. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) business days following deposit in the mail.

§5.07 Governing Law; Compliance with Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Washington and the City of Centralia.

Consultant agrees to comply with all federal, state, and local laws, rules, and regulations that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of those operations.

§5.08 Dispute Resolution; Attorney Fees.

The exclusive means of resolving any dispute, difference, or claim arising from either parties' performance of this agreement shall be by filing suit under the venue, rules, and jurisdiction of the Lewis County Superior Court, unless the parties agree in writing to an alternative dispute resolution process. In the event of any litigation, appeal, or other legal action regarding this agreement, both parties agree to pay all expenses of such action as permitted by law and so ordered by a court of competent jurisdiction, including attorney's fees and costs, if the other party is the prevailing party.

§5.09 Entire Agreement; Severability; Counterparts.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding. If any language in the documents incorporated by reference or attached as exhibits conflict with any language contained in this agreement, the terms of this agreement shall prevail.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which shall be considered an original, and all of which taken together shall constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	PARAMETRIX, INC.
By: _____	By: _____
<u>Michael D. Thomas, City Manager</u> (Typed or Printed Name, Title)	_____ (Typed or Printed Name, Title)
_____ (Date)	_____ (Date)

Exhibit A – Scope of Work

Parametrix shall perform on-call SCADA and PLC programming services at the Client's request. Tasks can be requested via phone call or email.

Exhibit B – Schedule for Work Completion

The Client and Parametrix will mutually agree to a schedule for the completion of each task requested , prior to the start of work. The contract term will be January 1, 2026 through December 31, 2027.

Exhibit C – Schedule of Compensation

Labor costs will be based on the attached rate schedule, identified as below . These rates are in effect through December 31, 2026, at which time an updated rate schedule will be submitted to the Client to begin January 1, 2027. Replacement equipment, if needed, will be billed at cost plus a 15 percent markup. The budget for each calendar year is \$20,000, for a total contract budget of \$40,000.

Parametrix Puget Sound Billing Rates - January 1, 2026 through December 31, 2026

Classification	Grade	Rate for Billing 2026	Classification	Grade	Rate for Billing 2026
CADD Operator I	8	\$120	Jr. Planner	8	\$120
CADD Operator II	9	\$130	Planner I	10	\$135
CADD Operator III	11	\$145	Planner II	11	\$145
CADD Supervisor/Technical Lead	12	\$155	Planner III	12	\$155
CADD Services Manager	14	\$180	Planner III	13	\$165
			Planner IV	14	\$180
Jr. Designer	8	\$120	Sr. Planner	15	\$205
Designer I	10	\$140	Sr. Planner	16	\$225
Designer II	11	\$150	Sr. Planner	17	\$245
Designer III	12	\$160			
Designer III	13	\$170	Jr. Scientist/Biologist	8	\$120
Designer IV	14	\$180	Scientist/Biologist I	10	\$135
Sr. Designer	15	\$205	Scientist/Biologist II	11	\$145
Sr. Designer	16	\$225	Scientist/Biologist III	12	\$155
Sr. Designer	17	\$240	Scientist/Biologist III	13	\$165
			Scientist/Biologist IV	14	\$180
Jr. Engineer	8	\$120	Sr. Scientist/Biologist	15	\$200
Engineer I	10	\$150	Sr. Scientist/Biologist	16	\$225
Engineer II	11	\$155	Sr. Scientist/Biologist	17	\$240
Engineer III	12	\$170			
Engineer III	13	\$185	Environmental Technician I	7-8	\$120
Engineer IV	14	\$195	Environmental Technician II	9	\$130
Sr. Engineer	15	\$230	Environmental Technician III	10	\$135
Sr. Engineer	16	\$245			
Sr. Engineer	17	\$270	Jr. Cultural Resource Spec	8	\$105
Sr. Consultant	18	\$305	Cultural Resource Spec I	10	\$110
Sr. Consultant	19	\$315	Cultural Resource Spec II	11	\$120
			Cultural Resource Spec III	12-13	\$130
Electrical Designer I	11	\$155	Cultural Resource Spec IV	14	\$160
Electrical Designer II	12	\$170	Cultural Resource Spec Sr	15-16	\$190
Electrical Designer III	13	\$185	Cultural Resource Spec Sr	17	\$225
Electrical Designer IV	14	\$195			
Sr. Electrical Designer	15-16	\$225	Jr. Hydrogeologist	8	\$120
Sr. Electrical Designer	17	\$245	Hydrogeologist I	10	\$130
Electrical Engineer I	11	\$155	Hydrogeologist II	11	\$145
Electrical Engineer II	12	\$170	Hydrogeologist III	12-13	\$160
Electrical Engineer III	13	\$185	Hydrogeologist IV	14	\$185
Electrical Engineer IV	14-15	\$220	Sr. Hydrogeologist	15	\$205
Sr. Electrical Engineer	16-17	\$255	Sr. Hydrogeologist	16	\$225
Sr. Electrical Engineer	18	\$300	Sr. Hydrogeologist	17	\$245
Jr. Surveyor	8	\$115	GIS Technician	9	\$130
Surveyor I	9	\$125	GIS Analyst	10	\$135
Surveyor II	10	\$130	Sr. GIS Analyst	11-12	\$150
Surveyor III	11	\$150			
Sr. Surveyor	12	\$165	Graphic Designer	10-11	\$150
Sr. Surveyor	13	\$190	Sr. Graphic Designer	12-13	\$165
Survey Supervisor	14-15	\$210			
Survey Supervisor	16-17	\$230	Publications Specialist I	8	\$110
Survey Prevailing Wage*			Publications Specialist II	9-10	\$130
			Sr. Publications Specialist	10-11	\$145
Jr. Inspector	8	\$120	Publications Supervisor	12-13	\$155
Construction Inspector	10-11	\$145	Technical Editor	10-11	\$145
Sr. Construction Inspector	12-13	\$160	Sr. Technical Editor	12-13	\$160
Resident Engineer	13	\$175			
Resident Engineer	14	\$185	Technical Aide	7	\$110
Construction Manager I	12-14	\$190	Sr. Technical Aide	8	\$120
Construction Manager II	15-17	\$200	Project Coordinator	9	\$130
Sr. Construction Manager	15	\$225	Sr. Project Coordinator	10	\$140
Sr. Construction Manager	16-17	\$255	Project Controls Specialist	11	\$150
Owner's Representative	18-19	\$280	Sr. Project Controls Specialist	12-13	\$165
Division Manager	16-17	\$255	Project Biller	8	\$120
Division Manager, Regional DM	18-19	\$290	Project Accountant	9	\$130
Operations Manager	16-17	\$250	Sr. Project Accountant	10-11	\$145
Operations Manager/Program Manager	18-19	\$290	Accounting Specialist	9	\$130
Project Delivery Manager	18-20	\$300	Sr. Accounting Specialist	10-11	\$140
Principal Consultant	19	\$315			
Principal Consultant	20	\$325	Admin Assistant	7	\$110
Director of Risk Management	20	\$305	Sr. Admin Assistant	8	\$120
Vice President/Sr. Vice President	18-20	\$330	Office Administrator	10-11	\$145
			Sr. Office Administrator	12-13	\$155
UAV Pilot	12-13	\$195	Office Administrative Manager	14-15	\$185
Expert Witness		\$400	Business Manager, Rgnl Off Mgr	15-16	\$205
			Sr. Contract Administrator	12-13	\$170

* Prevailing Wage Rates apply to construction surveying on all Washington Public Works Projects.

EXHIBIT D

INSURANCE & INDEMNITY REQUIREMENTS FOR PROFESSIONAL SERVICE AGREEMENTS

Indemnification / Hold Harmless

Consultant shall defend, indemnify, and hold the City, its officers, officials, and employees harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from the negligent acts, errors, or omissions of Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

However, 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 Consultant and the City, its officers, officials, employees, and volunteers, Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Consultant'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 Requirements

A. Insurance Required

Consultant 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 services hereunder by Consultant, its agents, representatives, or employees.

B. Minimum Scope of Insurance

Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to Consultant's profession.

C. Minimum Amounts of Insurance

Consultant 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 and \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

D. Primary/Contributory Insurance

Consultant'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 self-insured pool coverage maintained by the City shall be in excess of Consultant's insurance and shall not contribute with it.

E. Full Availability of Policy Limits

If Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of any policies maintained by Consultant, irrespective of whether such limits are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Consultant.

F. Insurer Rating

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

G. Verification of Coverage

Before commencement of the services, Consultant shall furnish the City with original certificates and a copy of any amendatory endorsements, including, but not necessarily limited to, an additional insured endorsement evidencing the insurance requirements specified above.

H. Limitation of Remedies

Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

I. Notice of Cancellation

Consultant shall provide the City with written notice of any policy cancellation within two business days after receipt of such notice.

J. Failure to Maintain Insurance

Failure on the part of Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving notice to Consultant and a reasonable time to correct the breach, terminate the Agreement or, at its sole 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 offset the cost against funds due to Consultant from the City.

CITY OF CENTRALIA

COUNCIL AGENDA REPORT

To:	Mayor and City Council	Council Meeting Date:	January 13, 2026
From:	Willie Wright, CCL General Manager <i>WZW</i>	Department:	City Light Fund 401
Subject:	Bid Award of Public Works Contract with Construct, Inc. for the CCL-26-01PWC Centralia City Light Office Remodel Project		

Background:

This project includes a non-structural roof assembly replacement and the partial interior remodel of the City Light Building located at 1100 N Tower Avenue.

This project was advertised for bids and 9 bids were received. The bids, including all applicable tax, are listed below:

Construct, Inc.	\$608,124.00
S&W Craftsmen LLC dba S&W Painting	\$608,212.89
J.A. Morris Construction, LLC	\$637,392.00
Puget Sound Construction Partners, Inc.	\$650,976.15
Pacific Tech Construction, Inc.	\$725,160.23
Coastline Roofing & Construction, Inc.	\$745,369.24
Roof Toppers, Inc.	\$745,905.82
Construction Services Group, Inc.	\$793,209.41
Five Rivers Construction, Inc.	\$853,866.80

Financial Impacts: Funds for this project are allocated in the 2025-2026 City Light Biennial Budget Object 620.

Implementation \$608,124.00 (incl. tax)
Annual Ongoing \$
☒ **Funds in Current Budget**
☐ **Appropriation/Amendment Required**

Recommendation: Staff recommends that the City Council award the Centralia City Light Office Remodel Project to the lowest responsible bidder, Construct, Inc., in the not to exceed amount of \$608,124.00 including tax.

CCL-26-01PWC

**CITY OF CENTRALIA
PUBLIC WORKS AGREEMENT
CONTRACT NO. 26-03PW-CCL401**

This agreement is entered into between the City of Centralia, a Washington municipal corporation, ("City") and **Construct, Incorporated**, a Washington corporation with a principal office address of 710 Durell Road SE, Tumwater, WA 98501, ("Contractor") upon the date of signature by both parties.

AGREEMENT

In consideration of the mutual promises and understandings of the parties set forth below, the parties hereby agree as follows:

PART I: GENERAL TERMS AND CONDITIONS.

§1.01 Services Provided.

Contractor shall perform the work and provide the services and materials specified in Exhibit A: Scope of Work, which is attached hereto and incorporated herein by reference. Contractor further warrants that the work and services provided under this agreement will be performed in accordance with generally accepted industry standards and professional practices in effect at the time the work and services are performed.

§1.02 Payment for Services Performed; Method of Payment.

The City shall pay Contractor a total amount not to exceed **Six Hundred Eight Thousand One Hundred Twenty-Four Dollars (\$608,124.00)**, which includes all applicable taxes, costs, and fees, for the performance of work and services under this agreement.

Contractor shall submit monthly payment invoices to the City, which must include documentation that adequately substantiates the work and services performed. The City shall provide payment within forty-five (45) days after receipt of an invoice. If the City objects to all or any portion of an invoice, it shall promptly notify Contractor and reserves the option to only pay that portion of the invoice not in dispute. In such an event, the parties will immediately make every effort to settle the disputed portion. Payments by the City shall not constitute waivers of the City's right to final inspection and acceptance of the work.

§1.03 Contract Term.

The term of this agreement will be from **February 2, 2026 to June 30, 2026** ("Contract Term"). Only work and services performed by Contractor within the Contract Term will be eligible for payment under this agreement.

PART II: SPECIAL CONDITIONS.

§2.01 Independent Contractor; Work Performed at Contractor's Risk.

Contractor agrees it is and will conduct itself as an independent contractor in performing the work and services required of it for the City under this agreement. Contractor shall have the ability to control and direct the performance and details of its work, with the City being interested only in the results obtained and/or work product.

Neither Contractor nor anyone employed or subcontracted by Contractor to fulfill the terms of this agreement will be considered employees of the City. Employees and subcontractors of Contractor will be under the sole direction and control of Contractor and will not be entitled to any compensation, rights, or benefits from the City, including but not limited to: tenure rights, medical care or insurance, sick or vacation leave, severance pay, or retirement benefits. Any and all claims on behalf of any person arising out of employment or alleged employment against Contractor, its officers, or its agents will in no way be the responsibility of the City. Contractor shall indemnify and hold the City harmless from any and all employment-related claims.

Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the work and services 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 and services.

§2.02 Prevailing Wages.

Contractor shall file a Statement of Intent to Pay Prevailing Wages with the Washington State Department of Labor & Industries prior to commencing any work and shall file an Affidavit of Wages Paid at the conclusion of the project. Contractor shall pay the prevailing wages that are in effect on the date the agreement is executed by Contractor and shall comply with Chapter 39.12 RCW and any other applicable prevailing wage rate provisions.

§2.03 Performance Bond.

Pursuant to Chapter 39.08 RCW, Contractor shall provide the City a performance bond for the full contract amount, which shall be in effect until (a) sixty (60) days after the date of final acceptance or (b) receipt of all necessary releases from the Washington State Departments of Revenue and Labor & Industries and the settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

§2.04 Retainage.

The City shall hold back a retainage in the amount of five percent (5%) of each payment made to Contractor. The total retainage shall be held (a) for a period of sixty (60) days from the date of final acceptance or (b) until receipt of all necessary releases from the Washington State Departments of Revenue, Employment Security, and Labor & Industries and the settlement of any liens filed under Chapter 60.28 RCW, whichever is later. The amount retained shall be placed in a fund by the City pursuant to RCW 60.28.011(4)(a), unless otherwise instructed by Contractor within fourteen (14) calendar days after execution of this agreement.

§2.05 Right of Inspection; Defective or Unauthorized Work.

Even though Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

The City shall have the right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, but is not limited to, work and materials that do not conform to the requirements of this agreement, the bid package, or the City's design and development standards and extra work and materials furnished without the City's prior written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may have the work completed, and Contractor shall be liable for any additional costs incurred by the City.

Additional costs shall include all reasonable costs, including legal costs and attorney fees, beyond the maximum contract price specified above. The City shall deduct the cost to complete the work, including any additional costs, from any or all amounts due to Contractor.

§2.06 Change Orders.

The City may issue a written change order for any change in the work or materials provided in the performance of this agreement or may insist upon strict performance. If Contractor determines, for any reason, that a change order is necessary, Contractor shall submit a written change order request to the City within fourteen calendar days of the date Contractor knows or should have known of the facts and events giving rise to the requested change.

If the City determines that the change order will substantially affect Contractor's costs or time for performance, the City shall make an equitable adjustment to the total amount to be paid under this agreement. The City shall attempt in good faith to reach an agreement with Contractor on all equitable adjustments; however, if the parties are unable to agree, the City shall determine the equitable adjustment as it deems appropriate. Contractor shall proceed with the change order work upon receiving either a written or oral change order from the City. All oral orders shall be followed up with a written change order. If Contractor fails to require a change order within the time specified in this section, Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the work or materials provided. If Contractor disagrees with the equitable adjustment, Contractor must nevertheless fulfill the change order; however, Contractor may elect to protest the adjustment as provided in Section 2.07.

Contractor shall be deemed to have accepted all requirements of a change order by: (i) endorsing it, (ii) providing a separate written acceptance, or (iii) not protesting as provided in Section 2.07. A change order that is accepted by Contractor shall constitute full payment and final settlement of all claims for contract time and for any direct, indirect, and consequential costs, including costs of delays related to any work, either covered or affected by the change.

§2.07 Protest and Claims.

If Contractor disagrees with any direction, instruction, interpretation, or determination by the City, including anything required by a change order, another written order, or an oral order from the City, Contractor may file a claim as provided in this section. Contractor shall give written notice to the City of all claims within fourteen calendar days of the occurrence of the events giving rise to the claims or within fourteen calendar days of the date Contractor knew or should have known of the facts or events giving rise to the claims, 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 Contractor unless a timely written notice is made in strict accordance with the applicable provisions of this agreement. At a minimum, a written protest or claim shall include the information set forth in the notice requirements below.

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

1. The date of 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 Contractor is asserting a schedule change or disruption.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTICE 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.

- B. Records. 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 Contractor's records needed for evaluating the claim. The City shall evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City shall adjust payment for work or time by an equitable adjustment. No adjustment shall be made for an invalid claim.
- C. Contractor's Duty to Complete Protested Work. In spite of any claim, Contractor shall proceed promptly to provide the work, services, goods, and materials required by the City under this agreement.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, Contractor also waives any additional entitlement and accepts from the City any written or oral direction, instruction, interpretation, determination, or order.
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, Contractor completely waives any claims for protested work and accepts from the City any written or oral direction, instruction, interpretation, determination, or order.

§2.08 Final Payment/Waiver of Claims; Limitation of Actions.

Contractor's acceptance of final payment, excluding withheld retainage, shall constitute a waiver of all claims except those previously and properly made and identified by Contractor as unsettled at the time final payment is made and accepted.

Contractor must file any lawsuit arising from or connected with this agreement within one hundred twenty (120) calendar days from the date the contract work is complete, or Contractor's ability to file shall be forever barred. This section further limits any applicable statute of limitations period.

§2.09 Warranty.

Upon acceptance of the completed work, Contractor shall provide the City a one-year warranty on all work performed and materials provided. Contractor shall correct all defects in workmanship and materials within one year from the date of the City's acceptance of the work.

In the event any parts are repaired or replaced, only original replacement parts shall be used; rebuilt or used parts are not acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one year from the date such correction is completed and accepted by the City. Contractor shall begin to correct any defects within seven calendar days of its receipt of notice from the City of the defect. If Contractor does not accomplish the corrections within the period of time set by the City, the City may complete the corrections, and Contractor shall pay all costs incurred by the City to correct the defective work.

§2.10 Incorporation by Reference.

In addition to the Scope of Work, the bid specifications, maps, blueprints, and other drawings, and Contractor's bid proposal, performance bond, and certificate of insurance are hereby incorporated into this agreement by reference. If any language in any of the documents incorporated by reference conflict with any terms or provisions contained within this agreement, the terms of this agreement shall prevail and the language in the incorporated documents shall be null and void.

PART III: [RESERVED].

PART IV: BREACHES AND TERMINATION.

§4.01 Termination by Mutual Agreement.

This agreement may be terminated, in whole or in part, at any time prior to the completion of the Contract Term if and when both parties agree that continuation is not feasible or would not produce beneficial results to either party. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date of termination, the portion (if in part) to be terminated, and any allocation of payments under the agreement.

§4.02 Termination Due to Loss of Funds.

This agreement may terminate, in full or in part, in the event the City suffers a loss of the funding source that permits it to fund the agreement.

If it suffers such a loss of funding, the City shall give Contractor written notice that sets forth the effective date of full or partial termination or, if a change in funding is required, setting forth the required changes. Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date.

§4.03 Suspension or Termination for Breach.

In the event of a breach of the terms of this agreement, the non-breaching party may suspend the agreement pending corrective action by the breaching party or terminate the agreement, in whole or in part, after providing the breaching party a reasonable amount of time to cure the breach.

The party alleging a breach must notify the other party in writing of the alleged breach and any possible remedies within fifteen (15) days after discovering the alleged breach and must allow the other party at least fifteen (15) days to cure said breach. Allowing time to cure a breach does not waive the non-breaching party's right to terminate the agreement for the same or different breach which may occur at a different time. Any attempt to cure a breach must be performed to the reasonable satisfaction of the non-breaching party.

§4.04 Non-Waiver/Waiver in Writing.

A failure by either party to insist upon the strict performance of any provision of this agreement or to exercise any right based upon a breach or default will not constitute a waiver of any rights under this agreement or any subsequent breach or default. No conditions or provisions of this agreement can be waived unless approved in writing.

§4.05 Force Majeure.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this agreement due to a natural disaster or other event outside the control of and not attributable to the fault or negligence of the party ("Force Majeure Event"). A Force Majeure Event shall not constitute a violation or breach of this agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Relief from the performance of all or part of this agreement may be granted if a party is prevented from performing by a Force Majeure Event. The burden of proof for the need for such relief shall rest with the requesting party. To obtain relief based on a Force Majeure Event, the requesting party must file a written request for such relief with the other party.

Labor or contractual disputes with the Contractor's employees or subcontractors will not be considered a Force Majeure Event and will not suspend performance requirements under this agreement.

PART V: SUPPLEMENTAL TERMS AND CONDITIONS.

§5.01 Designation of Individuals to Execute Agreement and Amendments.

The City Manager or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the City.

Contractor's representative who is duly authorized by law to execute this agreement, or their successor, is the official authorized to execute this agreement and any amendments to this agreement on behalf of Contractor.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to, in writing, by both parties.

§5.02 Assignment or Transfer; Binding Effect.

Neither party may assign or transfer any interest, rights, or obligations in this agreement, in whole or in part, without the prior, written consent of the other party.

This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.

§5.03 Applicability to Subcontractors.

Contractor will remain solely responsible for fulfilling the terms of this agreement and will be the sole point of contact by the City regarding all contractual matters even if some of the duties of Contractor are carried out by subcontractors. All provisions of this agreement will be made binding on any such subcontractors of Contractor.

§5.04 Indemnification/Hold Harmless and Insurance.

Indemnification, hold harmless, and insurance requirements are attached as Exhibit B and incorporated herein by this reference.

§5.05 Information Provided; Recordkeeping and Access to Records.

The City will provide its best efforts to provide for the reasonable accuracy of any information supplied by it to Contractor for the purpose of completing the work and services under this agreement.

All records pertinent to the work undertaken as part of this agreement must be retained by Contractor until completion of the contract and for a following period of at least five (5) years. The City and any other duly authorized official must have full access to and the right to examine, audit, excerpt, or transcribe any of Contractor's records pertaining to this agreement.

§5.06 Licensing and Registration Requirements.

Contractor shall comply with all federal, state, and local licensing and registration requirements and any other related laws, rules, and regulations regarding transacting business in the State of Washington and the City of Centralia.

§5.07 Civil Rights and Equal Opportunity Employment/Nondiscrimination Laws.

Contractor must comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. Contractor may not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, or national origin.

§5.08 Washington State Public Records Act.

The City is required to comply with the Washington State Public Records Act (Chapter 42.56 RCW). All documents in the possession of the City or given to Contractor by the City may be open to public inspection and disclosure in accordance with state law.

§5.09 Notice.

Except as otherwise expressly provided, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, certified or registered mail, to the addresses specified by either of the parties in writing. All notices, requests, or communications shall be deemed effective upon personal delivery or following deposit in the mail.

§5.10 Governing Law; Compliance with Law.

This agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Washington and the City of Centralia.

Contractor agrees to comply with all federal, state, and local laws, rules, and regulations that are applicable to Contractor's business, equipment, and personnel engaged in operations covered by this agreement or accruing out of the performance of those operations.

§5.11 Dispute Resolution; Attorney Fees.

The exclusive means of resolving any dispute, difference, or claim arising from either parties' performance of this agreement shall be by filing suit under the venue, rules, and jurisdiction of the Lewis County Superior Court, unless the parties expressly agree in writing to use an alternative dispute resolution process.

In the event of any litigation, appeal, alternative dispute resolution, or other legal action regarding this agreement, both parties agree to pay all expenses of such action as permitted by law and so ordered by a court of competent jurisdiction, including attorney's fees and costs, if the other party is the prevailing party.

§5.12 Entire Agreement; Severability; Counterparts.

This instrument and any documents incorporated herein by reference constitute the entire agreement of the parties, and any representations or promises not contained herein shall not be binding.

If any term or condition of this agreement or the application thereof to any person or circumstance is held invalid, void, or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the other portions of this agreement that can be given effect without the invalid term or condition.

This agreement or any amendment to this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this Agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	CONSTRUCT, INCORPORATED
By: _____ (Signature)	By: _____ (Signature)
Michael D. Thomas, City Manager _____ (Typed or Printed Name, Title)	_____ (Typed or Printed Name, Title)
_____ (Date)	_____ (Date)
NOTICES TO BE SENT TO: City Clerk City of Centralia 118 W. Maple St./PO Box 609 Centralia, WA 98531 Phone: 360-330-7675 Email: kmconnell@cityofcentralia.com	NOTICES TO BE SENT TO: Andrew Christensen Construct, Inc. 855 Trosper Road SW; Suite 108-345 Tumwater, WA 98512-8108 Phone: 360-236-8200 Email: andrew@constructinc.biz

EXHIBIT A SCOPE OF WORK

1. The scope of work for this project consists of a non-structural roof assembly replacement and partial interior remodel of the existing utility offices located at 1100 N Tower Ave in Centralia Washington.
 - a. The roof replacement work will consist of removing, storing, and saving all roof top equipment and removing the existing roof assembly down to the existing coverboard. If coverboard is not found, the roof assembly will be removed to the existing metal decking. The existing mechanical drains will be removed along with all piping. Roof ventilation will be removed, and sprayfoam insulation will be added between trusses prior to installation of a new roof. A new TPO roof with sloped rigid insulation will be installed. New gutters and downspouts will be added to the new roof. The soffit vents will remain to circulate air within the roof overhang/soffit.
 - b. The interior remodel work consists of minor reconfiguration of spaces, including the demolition of non-bearing interior walls. Several existing doors will be removed/filled to redirect travel. Doors will be salvaged and reused per instructions in the drawings. The kitchen will be enlarged, and a new entrance created. Some kitchen appliances will be reused. An office will be slightly reduced to enlarge the kitchen. The grouped men's and women's restrooms will have fixtures demolished and a dividing wall removed and rebuilt to create more equal spacing between the two rooms. New fixtures and stalls will be added. The existing solo men's restroom will have fixtures demolished and new fixtures and stalls added. All bathrooms and the kitchen will comply with ADA requirements. The plumbing work will include relocating bathroom sinks, urinals, and water closets. This includes sawcutting the existing slab and tying new plumbing into existing plumbing and venting.
 - c. Contractor shall perform such other related work as is necessary to complete the roof replacement and interior remodel work.
2. Contractor shall perform all work and furnish all tools, materials, and equipment for the Project as described in the contract documents. Contractor shall bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for constructing and completing the work and the transfer of materials provided for in this Contract and every part thereof, except such as the Bid Specifications specifically state will be provided by the City.
3. As used herein, "Contract Documents" shall refer to this Contract, the Bid Proposal, Performance Bond, Certificate of Insurance, Bid Specifications, and maps, blueprints, or other drawings detailing the site or the project, all of which are incorporated herein by reference. Contractor acknowledges receipt of all Contract Documents.
4. All work shall be performed in a good and workmanlike fashion and in accordance with the contract documents and the City of Centralia standards. No changes, modifications, additions, or deletions to the Contract Documents or the Bid Amount shall be allowed or binding upon either party hereto unless in writing and signed by both parties.
5. As and for consideration for entering into the Contract, the City agrees to pay to the Contractor the amount stated in the Contractor's Bid Proposal. Payments for itemized materials or other itemized work (as per the Bid Proposal) shall be based upon the quantities and work actually supplied or performed.

EXHIBIT B

INSURANCE & INDEMNITY REQUIREMENTS FOR FACILITY CONSTRUCTION PROJECTS

Indemnification / Hold Harmless

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

However, 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 Contractor and the City, its officers, officials, and employees, Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Title 51 RCW, Industrial Insurance, 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 Requirements

A. Insurance Required

Contractor shall procure insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services hereunder by Contractor, its agents, representatives, or employees and shall maintain such insurance throughout the term of the Agreement and for thirty days after the physical completion date.

B. Minimum Scope of Insurance

The Contractor's required insurance shall be of the types and coverage as stated below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, 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 a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under 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 at least as broad coverage.

3. Builders Risk insurance covering the City, Contractor, subcontractors, and sub-subcontractors in the work. Builders Risk insurance shall be on a special perils policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including flood, earthquake, theft, vandalism, malicious mischief, and collapse. The Builders Risk insurance shall include coverage for temporary buildings, debris removal, and damage to materials in transit or stored off-site. The Builders Risk insurance shall have a deductible of \$25,000 for each occurrence, which shall be the responsibility of Contractor. Higher deductibles for flood and earthquake perils may be accepted by the City upon written request by Contractor. Any increased deductibles accepted by the City will remain the responsibility of Contractor. The Builders Risk insurance shall be maintained until the City has granted substantial completion of the project.
4. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

C. Minimum Amounts of Insurance

The 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 \$2,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
3. Builders Risk insurance shall be written in the amount of the completed value of the project with no coinsurance provisions.

D. Subcontractor Insurance

The Contractor shall cause each and every subcontractor to provide insurance coverage that complies with all applicable requirements of the contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by subcontractors. The Contractor shall ensure that the City is an additional insured on each and every subcontractor's Commercial General liability insurance policies using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

E. Primary/Contributory Insurance

Contractor's Automobile Liability, Commercial General Liability, and Builders Risk 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 self-insured pool coverage maintained by the City shall be in excess of Contractor's insurance and shall not contribute with it.

F. Full Availability of Policy Limits

If Contractor maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of any policies maintained by Contractor, irrespective of whether such limits are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Contractor.

G. Insurer Rating

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

H. Verification of Coverage

Before commencement of the services, Contractor shall furnish the City with original certificates and a copy of any amendatory endorsements, including, but not necessarily limited to, the additional insured endorsements evidencing the Automobile Liability and Commercial General Liability insurance requirements specified above. Before any exposure to loss may occur, Contractor shall file with the City a copy of the Builders Risk insurance policy that includes all applicable conditions, exclusions, definitions, terms, and endorsements related to the project. Upon request by the City, Contractor shall furnish certified copies of all required insurance policies, including endorsements, and evidence of all subcontractors' insurance coverage.

I. Limitation of Remedies

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

J. Waiver of Subrogation

Contractor and the City waive all rights against each other and any of their subcontractors, sub-subcontractors, agents, and employees for damages caused by fire or other perils to the extent covered by Builders Risk insurance or other property insurance obtained pursuant to this Agreement or any other property insurance applicable to the work. Policies shall provide such waivers by endorsement or otherwise.

K. Insurance for Other Losses

Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, employee-owned tools, machinery, equipment, or motor vehicles owned or rented by Contractor or its agents, suppliers, contractors, or subcontractors as well as to any temporary structures, scaffolding, and protective fences.

L. Notice of Cancellation

Contractor shall provide the City with written notice of any policy cancellation within two business days after receipt of such notice.

M. Failure to Maintain Insurance

Failure on the part of Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving notice to Contractor and a reasonable time to correct the breach, terminate the Agreement or, at its sole 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 offset the cost against funds due to Contractor from the City.

COUNCIL AGENDA REPORT

To: Mayor and City Council	Council Meeting Date: January 13, 2026
From: Amy Buckler, Parks Director	Department: Parks
Subject: Consideration of Amendment to the Contract with Aqua Terra Cultural Resource Consultants for a Cultural Resources Survey related to the Borst Park Softball Lights Project.	

Background:

On November 12, 2025, the City Council approved a contract with Aqua Terra Cultural Resource Consultants to complete a cultural resources survey of the Borst Park softball complex. Tonight's request is to amend the contract to add thirty-seven (37) additional shovel test probes, adding \$4,350.00 to the contract. The additional probes are being required by the grantor (RCO), and the full cost of the survey will be reimbursed under the grant.

On August 23, the City Council approved a contract with the Washington State Recreation Conservation Office (RCO) to accept \$1,050,000 for replacement of the softball complex stadium lights. As part of that contract, RCO requires the City to conduct a cultural resources survey of the project site prior to any ground disturbing activity. The cost of the survey will be reimbursed under the grant.

Cultural resources surveys are investigations to identify cultural resources, determine their significance, and evaluate potential project impacts on those resources. The survey must be conducted by a qualified professional. The survey includes a literature review, field work (pedestrian transect and subsurface probes), a historic property inventory and final report.

Per the City's procurement policy, staff notified all qualified professional services on the MRSC consultant roster of the work opportunity. The City received seven (7) proposals and has selected Aqua Terra Cultural Resource Consultants to complete the work. Aqua Terra specializes in this work, has local experience, competitive pricing and an ability to meet the City's timeline and contractual requirements.

Cost: The new cost is \$21,920.00. (Original contract \$17,570 + amendment \$4,350.00)

Timing: The work will be completed between November 2025 and January 2026.

Financial Impacts: The cost of the survey work will initially be covered by the Parks Budget, to be reimbursed at a later date by RCO. Budget authority will be included in the Parks Budget once the revenue from the full RCO grant is recognized.

Implementation		\$ 21,920.00	Annual Ongoing		\$ 0.00
	Funds in Current Budget			Appropriation/Amendment Required	
	X				

Recommendation: Move to Amend the Contract with Aqua Terra Cultural Resource Consultants to increase the scope for the Cultural Resources Survey for the Borst Park Softball Lights Project.

**CITY OF CENTRALIA
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT TO CONTRACT NO. 25-71PS-PR103**

This Amendment is entered into between the City of Centralia ("City") and Aqua Terra Cultural Resource Consultants, LLC ("Consultant") upon the date of signature by all parties.

RECITALS

A. The City and Consultant contracted via an 18-page agreement, which was executed by the City on November 13, 2025 and by Consultant on November 14, 2025 and which involved cultural resource compliance services for a sports field lighting project at Borst Park ("Original Contract").

B. The Original Contract allows for the amendment of its terms in §5.01.

C. The parties have reached an agreement to amend the Original Contract by expanding the scope of services and increasing the total contract amount.

AGREEMENT

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

Exhibit A: Scope of Services

The scope of services, as originally presented in Exhibit A, shall be expanded to include thirty-seven (37) additional shovel test probes to meet the standards set forth by the Washington State Recreation and Conservation Office (RCO).

Amendments to Original Contract.

The following provisions of the Original Contract, indented below for clear identification, are amended as shown by deleting the original language shown in strikethrough format [~~example~~] and/or inserting the new language shown in underlined format [example]:

§1.02 Payment for Services Performed; Method of Payment.

The City shall pay Consultant a total amount not to exceed ~~Seventeen Thousand Five Hundred Seventy Dollars (\$17,570.00)~~ Twenty-One Thousand Nine Hundred Twenty Dollars (\$21,920.00), which includes all applicable taxes, for the performance of services under this Agreement.

Consultant shall submit payment invoices to the City, which must include documentation that adequately substantiates the services performed. The City shall provide payment within forty-five (45) days after receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

All other provisions of the Original Contract remain in full force and effect.

ACCEPTANCE PROVISIONS

The parties acknowledge they have read and understand this Amendment, they agree to its provisions, and that it will be effective on the date when both parties have signed.

CITY OF CENTRALIA	AQUA TERRA CULTURAL RESOURCE CONSULTANTS, LLC
By: _____ (Signature)	By: _____ (Signature)
Michael D. Thomas, City Manager _____ (Typed or Printed Name, Title)	_____ (Typed or Printed Name, Title)
_____ (Date)	_____ (Date)

CITY OF CENTRALIA COUNCIL AGENDA REPORT

To:	Mayor and City Council	Council Meeting Date:	January 13, 2026
From:	Bret D. Brodersen	Department:	Finance
Subject:	Consideration of Hotel/Motel Lodging Tax Fund Grant Allocations		

Background:

The City of Centralia's Hotel/Motel Lodging Tax Advisory Committee received eight (8) proposals totaling \$345,721 for tourism-related services to be provided in 2026 grants. The amount projected available in 2026 is \$247,567. The following is a list of the applicants, their request and the recommendation for allocation from the committee. The committee met on December 3, 2025, to evaluate the applications and presentations.

These recommendations were are presented below:

<u>APPLICANT</u>	<u>REQUEST</u>	<u>RECOMMENDATION</u>
ARTrails of Southwest Washington	\$18,000	\$15,000
Centralia – Chehalis Chamber of Commerce	\$26,000	\$2,500
Centralia Downtown Association	\$70,000	\$28,000
City of Centralia	\$151,567	\$151,567
Downtown Centralia Festivals Association	\$40,154	\$33,000
Southwest Washington Fair (Interim Events)	\$10,000	\$5,000
Lewis County Historical Society	\$10,000	\$2,500
Economic Alliance of Lewis County – Discover Lewis County	\$20,000	\$10,000

Additional information is attached in the committee transmittal attached to this staff report.

Financial Impacts: The recommended funding amount above is included in the 2026 budget.

Implementation	\$ 247,567	Annual Ongoing	\$
X Funds in Current Budget			Appropriation/Amendment Required

Recommendation: Approve the recommendations from the Lodging Tax Advisory Committee for the grant allocations.

Alternatives:

1. Approve the recommendations.
2. Not approve the recommendations



DATE: December 31, 2025

FROM: 2025 Lodging Tax Committee

TO: City Council Members
Michael Thomas, City Manager

SUBJECT: Recommended 2026 Tourism Grant Recipients

The 2025 Lodging Tax Committee met on Wednesday, December 3, 2025. We reviewed the applicable laws which guided our recommendation decisions. We examined the eight (8) applications submitted. All applicants made presentations to the committee and responded to interview questions.

The attached table lists the organizations which requested tourism grants, the amounts they requested, and the grant amount recommended by the committee.

Our recommendation continues the grant for the bonded debt obligation of \$84,600 for the Event Center and \$66,967 for the Fox Theatre loan repayment and allocates the \$96,000 expected to be available in 2026 lodging tax revenues above the debt payment. We submit this recommendation, totaling \$247,567, for the City Council's review and action.

Committee members express their appreciation for the opportunity to participate in this advisory process and thus serve the community and its tourism efforts.

Summary of Applicant Projects:

ARTrails of Southwest Washington recommended funding will be used to promote art tourism within Centralia, to visitors from locations fifty miles or more from Centralia. Marketing will include magazines, newspapers, studio guides and websites. The committee would like the group to improve and expand public social media reach through Facebook and other platforms.

Economic Alliance of Lewis County – Discover Lewis County recommended funding will be used to add the promotion of Centralia as an emphasis in the social media and other advertising campaigns through Discover Lewis County including website redesign, and video marketing and increase tourism in Centralia.

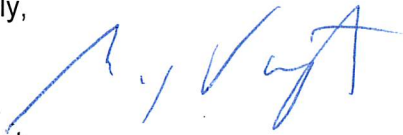
Centralia – Chehalis Chamber of Commerce recommended funding will provide funding for to update and provide maps for the Chamber of Commerce visitor center. The committee would like to encourage the Chamber to consider opening the visitor center on Sundays and close the center on a weekday to increase usage of visitors on weekends.

Centralia Downtown Association recommended funding for the Centralia Welcome Project.

Downtown Centralia Festivals Association recommended funding will be used to provide annual unique events to Centralia including the Hub City Car Show, Antique Fest, Ghost Walk & Dark Market, and Christmas on Magnolia.

Southwest Washington Fair Interim Events recommended funding for marketing campaign development for events other than the Southwest Washington Fair by expanding to other social media platforms and increase advertising for the dog and cat shows.

Sincerely,



Max Vogt
Lodging Tax Advisory Committee Chairman and
City Councilmember, City of Centralia

C: Lodging Tax Committee Members

2025 LODGING TAX ADVISORY COMMITTEE**RECOMMENDATIONS**

Grant Amount Recommended	APPLICANT - (Requested Amount)
\$15,000	ARTrails of Southwest Washington (\$18,000)
\$2,500	Centralia Chehalis Chamber of Commerce (\$26,000)
\$28,000	Centralia Downtown Association (\$70,000)
\$33,000	Downtown Centralia Festivals Association (\$40,154)
\$5,000	Southwest Washington Fair Interim Events (\$10,000)
\$2,500	Lewis County Historical Society (\$10,000)
\$10,000	Economic Alliance of Lewis County - Discover Lewis County (\$20,000)
\$151,567	City of Centralia (\$84,600 bond debt, \$66,567 Fox Theatre bond debt)

TOTAL FUNDS RECOMMENDED FOR GRANTS & BOND DEBT: \$247,567

CITY OF CENTRALIA

COUNCIL AGENDA REPORT

To:	Mayor and City Council	Council Meeting Date:	January 13, 2026
From:	Willie Wright, CCL General Manager <i>WWR</i>	Department:	City Light / Yelm Fund 401
Subject:	US Army Corp of Engineers Yelm 69 KV Transmission Line Easement		

Background: Centralia City Light (CCL) constructed the Yelm Hydroelectric Plant in 1930. The City of Yelm, WA is about 21 miles from the City of Centralia. Fort Lewis Joint Base McCord agreed to allow part of the transmission line to be constructed and maintained on US government property. Centralia City Light has paid no land easement fees over the years for easement right access to this area of the transmission line. The US Army land policy changes now require easement payment. Centralia City Light paid the US Army \$23,000.00 to prepare an easement agreement for the transmission line crossing.

The US Army Corps of Engineers Seattle District proposed a long-term easement option to the City of Centralia starting January 2016 to January 2066 for 50 years at a cost of \$65,200.00.

Financial Impacts: The 2025-2026 City Light Biennial Budget would require amending object 442, Yelm Budget for Operating Assessment. This would be a one-time cost for 50 years

Implementation	\$65,200.00 for 50 years	Annual Ongoing	\$
☐ Funds in Current Budget		☒ Appropriation/Amendment Required	

Alternatives: Failure to resolve this in a timely manner will result in possible US government mandatory sanctions imposed by the Debt Collection Act of 1982 or other actions that may impact the City of Centralia's ability to operate and maintain this portion of the 69 KV transmission line.

Recommendation: Recommend City Council extend City of Centralia easement rights for 50 years by signing Easement #DACA67-2-25-158, replacing Easement #DACA67-2-91-124 with the US Army Corps of Engineers proposal and paying the one-time fee of \$65,200.00 to pay the easement fees until January 2066.

Easement #DACA67-2-25-158
Replaces #DACA67-2-91-124



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT
4735 E. MARGINAL WAY S.
BLDG. 1202
SEATTLE, WA 98134-2388

March 6, 2025

Mr. M.L. Norton
Centralia City Light General Manager
1100 North Tower
Centralia, WA 98531-5044

Dear Mr. Norton:

Enclosed is Department of the Army Easement No. DACA67-2-25-158 which supersedes Easement No. DACA67-2-91-124, and when fully executed, will grant Centralia City Light, the continued use of a right-of-way for approximately 9.88 acres of Army land to operate and maintain a 150' foot wide electrical transmission line located on Joint Base Lewis-McChord, Washington.

Please have an authorized representative date, sign (digitally or in blue ink), and return two unique (2) copies of the enclosed Easement (Enclosure 1) and Certificate of Authority (Enclosure 2) to: U.S. Army Corps of Engineers, Seattle District, 4735 East Marginal Way South, Bldg. 1202, Seattle, WA 98134-2388, Attention: CENWS-REO-Schwietert. Please ensure that the Certificate of Authority is signed by an individual other than the delegated representative signing the enclosed easement. Alternatively, you may digitally sign the enclosed documents with a digitally authenticated signature (in portable document format - .pdf) and email a copy of the digitally signed documents via email to the Realty Specialist identified below. An executed copy of the easement will be provided to your office upon execution and signature by our office.

If you have any questions or concerns regarding this matter, please contact Realty Specialist, Isabella Schwietert at (206) 321-4674 or by email at Isabella.P.Schwietert@usace.army.mil.

Sincerely,

VEGA.OMAR. Digitally signed by
VEGA.OMAR.J.1379583160
Date: 2025.03.07 12:30:00
-08'00'
J.1379583160

OMAR J VEGA
Chief, Real Estate Division
Real Estate Contracting Officer

Enclosures

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT-OF-WAY
FOR ELECTRICAL POWER TRANSMISSION LINE
LOCATED ON
JOINT BASE LEWIS-MCCHORD
PIERCE COUNTY, WA

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **Centralia City Light**, hereinafter referred to as the Grantee, an easement for a right-of-way to operate and maintain a 150' wide electrical transmission line located on Joint Base Lewis-McChord, Washington, hereinafter referred to as the Facilities over, across, in, and upon the lands of the United States as identified in **EXHIBIT(S) A - Map, and B - Legal Description**, on portions of Tracts A63, A65, and A148 attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of **fifty year (50)**, beginning **January 15, 2016**, and end **January 14, 2066**.

2. CONSIDERATION

a. The Grantee shall pay in advance to the United States the amount of **SIXTY-FIVE THOUSAND TWO HUNDRED DOLLARS (\$65,200.00)**, in full for the term hereof to the order of the Finance and Accounting Officer, USACE, Seattle District, and submitted to the Real Estate Contracting Officer, as follows: Army Corps of Engineers, Seattle District, Attention: FAO // (CENWS-RET), 4735 East Marginal Way South, Bldg. 1202, Seattle, Washington 98134-2388.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This

statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the Grantee). An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to **Centralia City Light, ATTN: General Manager, 1100 North Tower, Centralia, WA 98531-5044**; and if to the United States, to the **U.S. Army Corps of Engineers, Seattle District, 4735 East Marginal Way South, Bldg. 1202, Seattle, WA 98134-2388, Attention: CENWS-REO**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include any duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the Premises shall be subject to the general supervision and approval of the Real Estate Contracting Office, Seattle District, hereinafter referred to as said officer, and to such rules and regulations as may be

prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without proper written approval by said Real Estate Contracting Officer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall insure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through said Facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. RECORD OF ENVIRONMENTAL CONSIDERATION

A **Record of Environmental Consideration (REC)**, documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, , is attached hereto and made a part hereof as **EXHIBIT C**. Upon revocation or termination of this easement, another REC shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the Premises.

22. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean

Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

24. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

25. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____ 2025.

OMAR J VEGA
Chief, Real Estate Division
Real Estate Contracting Officer

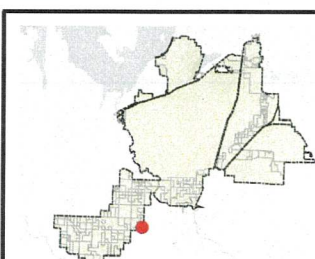
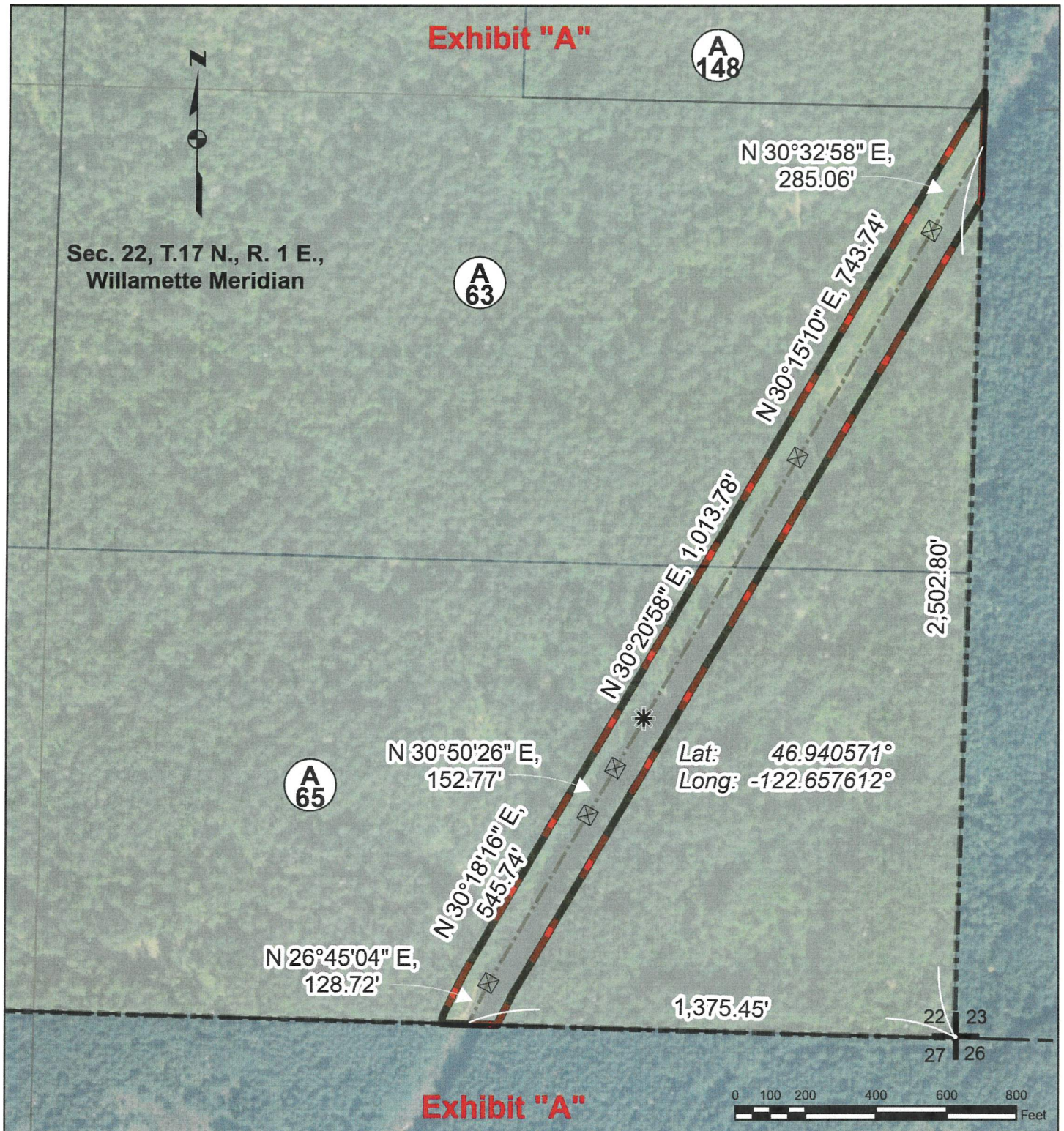
THIS EASEMENT is also executed by the Grantee this _____ day of _____ 2025.

Centralia City Light

Signature

Printed Name

Title



Legend

- JBLM Boundary
- Lease Boundary
- FEE Lands

DISCLAIMER - While the United States Army Corps of Engineers, (hereinafter referred to USACE) has made a reasonable effort to insure the accuracy of the maps and associated data, its should be explicitly noted that USACE makes no warranty, representation or guaranty, either express or implied, as to the content, sequence, accuracy, timeliness or completeness of any of the data provided herein. The USACE, its officers, agents, employees, or servants shall assume no liability of any nature for any errors, omissions, or inaccuracies in the information provided regardless of how caused. The USACE, its officers, agents, employees or servants shall assume no liability for any decisions made or actions taken or not taken by the user of the maps and associated data in reliance upon any information or data furnished here. By using these maps and associated data the user does so entirely at their own risk and explicitly acknowledges that he/she is aware of and agrees to be bound by this disclaimer and agrees not to present any claim or demand of any nature against the USACE, its officers, agents, employees or servants in any forum whatsoever for any damages of any nature whatsoever that may result from or may be caused in any way by the use of the maps and associated data.

Joint Base Lewis-McChord (JBLM)
Easement to City of Centralia
DACA672250015800

Portion of Tracts
A63, A65 & A148
±9.88 acres

Exhibit B

LEGAL DESCRIPTION

A strip of land located in the east half (E½) of Section 22, Township 17 North, Range 1 East, Willamette Meridian, Thurston County, Washington, said strip being 150 feet in width, 75 feet on each side of the following described centerline:

Commencing at the southeast section corner of said Section 22; thence westerly along the south line of said Section 22 a distance of 1,375.45 feet to the centerline of said transmission lines and the **Point of Beginning**;

Thence north 26°45'04" east a distance of 128.72 feet;

Thence north 30°18'16" east a distance of 545.74 feet;

Thence north 30°50'26" east a distance of 152.77 feet;

Thence north 30°20'58" east a distance of 1,013.78 feet;

Thence north 30°15'10" east a distance of 743.74 feet;

Thence north 30°32'58" east a distance of 285.06 feet to the **Point of Terminus** of said centerline at a point lying 2,502.80 feet as measured on the east line of said Section 22 from the said southeast section corner thereof.

The side lines of said strip are to be prolonged or shortened to intersect the said south and east section lines of said Section 22.

Contains 9.88 acres, more or less.

The bearings are based on the Washington State Coordinate System, South Zone. This description is not intended to depict an actual survey.

Exhibit B

By: JEF 3 Jul 2019
Checked: OJV 3 Jul 2019
Amend: JEF 21 Nov 2024 (Contract Number & File location)
Loc: \\Outgrants\DACA672250015800 - City of Centralia
GIS: DACA672250015800.aprx
Doc: 002511.docx (Supersedes Legal 339.DOC)

Page 1 of 1

Exhibit C

Record of Environmental Consideration

Easement DACA67-2-91-124 Centralia City Light

NEPA 22-060 / IC
Real Estate / B. Christensen

1. Description, Purpose, and Need of Proposed Action

The Department of the Army proposes to renew easement DACA67-2-91-124 to the City of Centralia on Joint Base Lewis-McChord (JBLM) for a right-of-way to access, operate and maintain the electric power lines.

The renewal period will be for 5 years and there are no proposed changes to the real estate agreement.

2. Proposed Date(s) of Action: Fiscal Year 2022-2027

3. Location of Proposed Action

The location of the Proposed Action is located in the south of Training Area 19 on JBLM



Record of Environmental Consideration

4. Environmental Investigation and Findings

The environmental investigation into the Proposed Action included an environmental review of online environmental resources.

An Environmental Baseline Survey (EBS) was conducted in 1990 and found no environmental concerns. A JBLM National Environmental Policy Act (NEPA) specialist reviewed the online environmental resources and historical documents in April of 2022 and concurred with the 1990 EBS findings.

In the event that any archaeological resources are uncovered during ground disturbing activities, the responsible party shall halt work immediately and contact the DPW-ED Cultural Resources program and shall not continue the work until further instructed.

There will be no change to land usage due to the Proposed Action and no impacts to the environment or human health. No additional investigation is recommended at this time.

5. References and Supporting Documentation

- Record of Environmental Consideration City of Centralia DACA67-2-91-124; signed 11-JUL-16
- Easement DACA67-2-91-124
- EBS; signed 30-AUG-1990

6. NEPA Documentation Selection

☒ Proposed Action meets the screening criteria for a Categorical Exclusion as described in 32 CFR 651.29:

1. The project has not been segmented;
2. No extraordinary circumstances exist;
3. The Proposed Action is encompassed by 32 CFR 651 Appendix B, subparagraph (f)(1): *Grants or acquisitions of leases, licenses, easements, and permits for use of real property or facilities in which there is no significant change in land or facility use. Examples include, but are not limited to, Army controlled property and Army leases of civilian property to include leases of training, administrative, general use, special purpose, or warehouse space (REC required).*

☐ Proposed Action is covered by an existing Environmental Assessment or Environmental Impact Statement:

- Title of EA/EIS, date completed
- Location where document may be viewed

7. Provisions and Mitigations

- In the event that any archaeological resources are uncovered during ground disturbing activities, the responsible party shall halt work immediately and contact

Record of Environmental Consideration

the DPW-ED Cultural Resources program and shall not continue the work until further instructed. margaret.m.patton2.ctr@army.mil

8. Proponent/Project Officer Acknowledgment

This document is an exhibit to a real estate agreement and is binding on behalf of the grantee.

Signature of the associated real estate agreement acknowledges that this Record of Environmental Consideration (REC) only provides documentation that the Proposed Action is in compliance with the National Environmental Policy Act (NEPA); and **does not** constitute compliance for any other environmental laws, regulations, policies and procedures, including but not limited to:

- Clean Air Act (42 U.S.C. section 7401 et seq.).
- Clean Water Act (33 U.S.C. section 1251 et seq.).
- National Historic Preservation Act (54 U.S.C. section 306108 et seq.)
- Endangered Species Act (16 U.S.C. section 1531 et seq.)
- Comprehensive Environmental Response and Liability Act (CERCLA) (42 U.S.C. section 9601 et seq.)
- Resource Conservation and Recovery Act (42 U.S.C. section 6901 et seq.)
- Safe Drinking Water Act (42 U.S.C. section 300f et seq.)

Accordingly, the use of this REC **does not** relieve the proponent of the Proposed Action from environmental compliance requirements, including consultation and inspection requirements such as notice of construction, Stormwater permitting, pretreatment discharge permits, etc. It is the proponent's responsibility to ensure compliance with all environmental laws, regulations, policies and procedures.

Any change to the scope of work, location, duration, or timing of this project must be reported to the DPW NEPA Program Manager (253-966-1763).

Further, signature of the associated real estate agreement indicates concurrence with the stated project description and expected impacts of the Proposed Action, agreement to abide by all listed mitigation measures and provisions, and acknowledgement that any change in the scope of work, location, or timing of this project will require re-evaluation and possible revision to this documentation.

9. Program Review

Air Program – No nexus to Proposed Actions

Cultural Resources Program – Reviewed during NEPA, comments on Proposed Action in Section 4 and 7

Energy Program – No nexus to Proposed Actions

Fish & Wildlife Program – Reviewed during NEPA, no comments on the Proposed Action

Forestry Program – No nexus to Proposed Actions

Exhibit C

Record of Environmental Consideration

Hazardous Waste Program – No nexus to Proposed Actions
Installation Restoration Program – No nexus to Proposed Actions
Hazardous Materials Program – No nexus to Proposed Actions
Solid Waste Program – No nexus to Proposed Actions
Storm Water Program – No nexus to Proposed Actions
Tank Program – No nexus to Proposed Actions
Toxic Substance Program – No nexus to Proposed Actions
Water Quality Program – No nexus to Proposed Actions

10. Approval	
Environmental Evaluator	Digitally signed by RUNNER.CHRISTOPHER.J.123 1803358 Date: 2022.08.09 12:21:37 -07'00'
	
Christopher J. Runner, NEPA Program Manager	Date
Staff Concurrence	Digitally signed by WAEHLING.ERIC.R.124455749 6 Date: 2022.08.09 13:36:10 -07'00'
WAEHLING.ERIC.R.1244557496	
Eric Waehling, Interim Chief, Environmental Division	Date

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the
_____ (Title) of **Centralia City Light**, named as the Grantee
herein; and that _____ (signator of outgrant), who signed the
foregoing instrument on behalf of the Grantee, was then _____ (title
of signator of outgrant) of **Centralia City Light**. I further certify that the said officer was
acting within the scope of powers delegated to this governing body of the Grantee in
executing said instrument.

Centralia City Light

Date

Authorized Representative

Title

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

**CITY OF CENTRALIA
COUNCIL AGENDA REPORT**

To:	Mayor and City Council	Council Meeting Date:	January 13, 2026
From:	Michael Thomas, City Manager	Department:	Administration
Subject:	Resolution in Support of School Board Levy		

Background:

Centralia School District (CSD) No. 401 of Lewis and Thurston Counties, Washington having determined that the funding it receives into its general fund, may be insufficient during the 2026-27, 2027-28, and 2028-29 school years to pay for necessary educational programs and operations. To properly meet the educational needs of its students, and to achieve its educational vision, CSD seeks a levy to provide supplemental funding via a ballot measure on February 10, 2026.

In prior years, CSD implemented a levy to support educational programs and operations to support its student populations. This levy request, while not exactly a continuation of the current levy, does continue the necessary funding to support ongoing and future District operations.

In 2023, the City of Centralia supported CSD's levy ballot measure with a resolution. Tonight, Council may again show its support for CSD with this resolution.

Financial Impacts: None upon the City.

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

Recommendation: Approve the resolution in support.

RESOLUTION NO. 2836

A RESOLUTION OF THE CITY OF CENTRALIA, WASHINGTON SUPPORTING THE CENTRALIA SCHOOL DISTRICT NO. 401 REPLACEMENT EDUCATIONAL PROGRAMS AND OPERATIONS LEVY.

WHEREAS, Centralia School District No. 401 of Lewis and Thurston Counties, Washington ("District") serves over 3,300 students with the vision of helping all students achieve academic and personal excellence through designing and facilitating effective teaching and learning for all, encouraging professional practice and continuous improvement, creating a culture and community of excellence, and fostering a supportive learning environment for success; and

WHEREAS, the money in and to be paid into the General Fund of the District during the 2026-27, 2027-28, and 2028-29 school years will be insufficient to enable the District to pay for necessary educational programs and operations, to properly meet the educational needs of its students, and to achieve said vision; and

WHEREAS, in prior years, the District had an educational programs and operations levy in effect to cover the ongoing costs of its educational programs and services, including teacher salaries, school supplies, athletics programing, and buildings and transportation maintenance, and the current levy will expire at the end of 2026; and

WHEREAS, in order to properly support such educational programs and services, the Centralia School District Board of Directors deems it necessary to levy a new educational programs and operations levy in the amount of: \$1.70 per thousand dollars of assessed value in 2026; \$1.75 per thousand dollars of assessed value in 2027; and \$1.80 per thousand dollars of assessed value in 2028; and

WHEREAS, the Revised Code of Washington (RCW) requires any additional tax levy to be submitted to the qualified electors of the District for their ratification or rejection; and

WHEREAS, pursuant to RCW 42.17A.555, the City Council is authorized to take action to support or oppose a ballot proposition.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CENTRALIA, WASHINGTON:

Section 1. That the City Council hereby finds that quality public schools play a vital role in the overall health and economic development of communities, including the recruitment and retention of businesses, industries, and amenities, by providing the knowledge and skillsets necessary for students to earn competitive wages, achieve their career goals, and productively contribute to their communities.

Section 2. That the City Council hereby supports and endorses the passage of the 2026 Centralia School District No. 401 Replacement Educational Programs and Operations Levy.

ADOPTED the 13th day of January 2025.

Mayor

ATTEST:

City Clerk

PREPARED BY:

City Attorney

CITY OF CENTRALIA COUNCIL AGENDA REPORT

To: Mayor and City Council	Council Meeting Date: January 13, 2026
From: Kyle Manley, City Attorney	Department: City Attorney's Office
Subject: Consider approving the second reading of Ordinance 2573 to create a new Title 12 related to public facilities and infrastructure.	

BACKGROUND

The City currently has processes and procedures found in the Engineering Department's Design and Development Guidelines that should be codified into the Centralia Municipal Code and given proper legal authority.

SUMMARY

Ordinance 2573 creates a new Title 12 of the Centralia Municipal Code for all work that is done on or that will connect to public facilities and infrastructure. It adds new Chapters 12.01, 12.02, 12.03, and 12.04 to the new Title 12 that grant the City Engineer certain powers and authority, establish citywide requirements for work related to public facilities and infrastructure, incorporate the engineering design and development standards by reference, and to codify the process and procedures for engineering plan approval, public facility improvements, and property right transfers to the City.

ORDINANCE NO. 2573

AN ORDINANCE OF THE CITY OF CENTRALIA, WASHINGTON RELATING TO PUBLIC FACILITIES AND INFRASTRUCTURE; TO CREATE A NEW TITLE 12 OF THE CENTRALIA MUNICIPAL CODE AND TO ADD NEW CHAPTERS 12.01, 12.02, 12.03, AND 12.04 TO SAID TITLE; TO ESTABLISH CITYWIDE REQUIREMENTS FOR WORK RELATED TO PUBLIC FACILITIES AND INFRASTRUCTURE; TO INCORPORATE DESIGN AND DEVELOPMENT STANDARDS BY REFERENCE; AND TO CODIFY THE PROCESS AND PROCEDURES FOR ENGINEERING PLAN APPROVAL AND PUBLIC FACILITY IMPROVEMENTS.

THE CITY COUNCIL OF THE CITY OF CENTRALIA, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. That a new Title 12 entitled “Public Facilities and Infrastructure” shall be added to the Centralia Municipal Code.

Section 2. That a new Chapter 12.01 entitled “General Provisions” shall be added to Title 12 of the Centralia Municipal Code.

Section 3. That a new Section 12.01.010 shall be added to Chapter 12.01 of the Centralia Municipal Code to read as follows:

12.01.010 Purpose–Applicability.

- A. This Title establishes citywide requirements for the planning, design, construction, modification, connection, inspection, acceptance, and dedication of public facilities and infrastructure.
- B. This Title shall apply to all new construction and upgrading of facilities, both in the public right-of-way and on private property, for transportation and transportation-related facilities, storm drainage facilities, water and wastewater facilities, and park, recreation, and open-space facilities.
- C. This Title shall govern all work in, on, over, under, or affecting the public right-of-way; frontage improvements required as a condition of development approval, including under Title 19 Subdivisions and Title 20 Zoning; right-of-way use; and work on private property when facilities are constructed to city standards, connected to city systems, or dedicated to the City.
- D. Nothing in this Title shall supersede applicable building, fire, health, or environmental codes. In the event of a conflict between the provisions of this Title and any other law, rule, or regulation, the most restrictive provision shall apply.

Section 4. That a new Section 12.01.020 shall be added to Chapter 12.01 of the Centralia Municipal Code to read as follows:

12.01.020 Definitions.

For the purposes of this Title, the following definitions shall apply unless the context clearly indicates otherwise.

“City Engineer” means the appointed City Engineer or their duly authorized representative.

“Developer” means any individual, person, firm, partnership, association, joint venture, corporation, government agency, or any other entity that undertakes, proposes, or is responsible for a given project.

“Permit” means any official written authorization that must be approved by the City prior to the development of land. Permits include, but are not limited to, building permits, long and short plats, building site plans, Planned Unit Development (PUD) plans, conditional use permits, special use permits, shoreline management substantial development permits, boundary line adjustments, variances, binding site plans, and plat amendments.

“Easement” means a legal property right to use or enter onto a defined area of land owned by another for the specific purposes set forth in the easement document, on a plat, or as necessary or implied for the City to use or enter the land for the specific purposes.

“Right-of-way” means an area of land, property, or any interest therein acquired by dedication, grant, condemnation, or otherwise for or devoted to a public street, public accessway, or public utility.

“Utility” means an entity that provides services including, but not limited to, natural gas, oil, electric power, street lighting, telecommunications, water, sanitary sewer, storm drainage, and solid waste, whether or not such entity is privately or publicly owned or operated.

“Work” means all actions taken on an improvement, structure, facility, or project and includes, but is not limited to, construction, alteration, conversion, extension, renovation, repair, demolition, dismantling, maintenance, and upkeep.

Section 5. That a new Section 12.01.030 shall be added to Chapter 12.01 of the Centralia Municipal Code to read as follows:

12.01.030 Administration–Enforcement–Delegation.

- A. The City Engineer is hereby authorized to interpret and administer this Title and the City’s Design and Development Standards; issue technical directives and standard details consistent with this Title and the Development Standards; impose permit conditions; and require traffic control, inspection, testing, documentation, and record drawings necessary to protect public safety and infrastructure.
- B. The City Engineer may issue notices of correction, require site access for inspection and testing, and order stop-work for noncompliance with approved plans, permit conditions, this Title, or the Development Standards.
- C. The City Engineer may delegate duties under this Title to qualified city staff or designees.

Section 6. That a new Chapter 12.02 entitled “Design and Development Standards” shall be added to Title 12 of the Centralia Municipal Code.

Section 7. That a new Section 12.02.010 shall be added to Chapter 12.02 of the Centralia Municipal Code to read as follows:

12.02.010 Adoption by reference–Design and Development Standards.

- A. The City of Centralia Design and Development Standards, including any attachments or amendments thereto, are hereby adopted in full. All terms, standards, details, requirements, and provisions found therein are hereby incorporated by reference and made a part of the Centralia Municipal Code as though

printed in full herein and insofar as such terms, standards, details, requirements, and provisions do not conflict with any federal, state, or local laws, rules, or regulations.

- B. The Development Standards shall provide the technical specifications, submittal formats, and construction methods that implement this Title. Where a provision of the Development Standards is necessary to implement a requirement of this Title, the City Engineer may incorporate that provision as a permit condition. Where the Standards present context-specific options, the City Engineer may select and condition their chosen option in permit and plan approvals.
- C. The Design and Development Standards may be adopted or amended by resolution of the City Council. The current version shall be on file with the City Clerk and the Public Works Department and made available to the public.

Section 8. That a new Section 12.02.020 shall be added to Chapter 12.02 of the Centralia Municipal Code to read as follows:

12.02.020 Hierarchy of authorities.

In the event of a conflict between the Design and Development Standards and other laws, rules, regulations, or standards the following order shall govern: (1) federal and state law, including the Americans with Disabilities Act; (2) the Centralia Municipal Code; (3) duly approved development agreements, franchises, and interlocal agreements to the extent consistent with law; (4) the City's Design and Development Standards; (5) adopted external standards incorporated by reference; (6) project-specific special provisions approved by the City; (7) deviations approved by the City Engineer.

Section 9. That a new Section 12.02.030 shall be added to Chapter 12.02 of the Centralia Municipal Code to read as follows:

12.02.030 Deviations.

- A. The City Engineer may approve a written request for deviation from the Design and Development Standards upon a finding that the proposed alternative provides equal or superior safety, operability, durability, and maintainability and is consistent with applicable law and adopted external standards. Requests shall include supporting analysis stamped by a Washington-licensed professional engineer.
- B. Deviations are case specific and nonprecedential, may be conditioned and time-limited, and do not constitute or authorize a variance from the Centralia Municipal Code or from land-use approvals.
- C. Approved or denied deviations shall be documented in the permit record. If the deviation pertains to work permitted under Chapter 14.04 CMC, appeals shall proceed under CMC 14.04.030; otherwise, an administrative appeal may be filed with the Hearing Examiner within ten (10) business days of the decision.

Section 10. That a new Chapter 12.03 entitled "Public Infrastructure Improvements" shall be added to Title 12 of the Centralia Municipal Code.

Section 11. That a new Section 12.03.010 shall be added to Chapter 12.03 of the Centralia Municipal Code to read as follows:

12.03.010 Plan submittals.

- A. Engineering plan review and approval shall be required for: (1) work in, on, over, under, or affecting the public right-of-way; (2) frontage improvements required as a condition of development approval or right-of-way use; and (3) work on private property when facilities are constructed to city standards, connected to city systems, or dedicated to the City.
- B. Plans shall be prepared, signed, dated, and stamped by a licensed professional engineer. The City Engineer may waive the engineered-plan requirement for minor work when the scope and risk do not warrant engineered plans. Any waiver shall be in writing and may include conditions set by the City.
- C. Plans shall be designed according to the Design and Development Standards in effect at the time of plan approval, unless otherwise approved in writing by the City Engineer.
- D. Plans and supporting documents shall be submitted to the Engineering Department in the formats and with the content specified in the Design and Development Standards. The City Engineer may require detailed project specifications where general notes are insufficient and may require any supporting reports and analyses necessary to demonstrate compliance, including, but not limited to, stormwater, geotechnical, transportation/traffic, water, sewer, illumination, and signal analyses. Any necessary easements or dedications shall be submitted for review along with the plans.
- E. A temporary traffic control plan shall be submitted for work in the right-of-way. The City Engineer may require a temporary traffic control plan for work outside of the right-of-way if the proposed work will affect public travel.

Section 12. That a new Section 12.03.020 shall be added to Chapter 12.03 of the Centralia Municipal Code to read as follows:

12.03.020 Plan review–Fees.

- A. The City Engineer shall determine completeness of submittals and may require additional information, inter-agency coordination, or corrections. The Site Plan Review Committee shall review plans to ensure consistency with this Title, the Design and Development Standards, adopted external standards incorporated by reference, and other applicable laws, rules, and regulations. The City Engineer may impose conditions of approval necessary to protect public safety, operability, maintainability, capacity, and future improvements. A completeness determination under this section does not establish vesting beyond that provided by applicable law.
- B. Minor field changes that maintain or improve compliance with this Title and the Design and Development Standards may be authorized by the City Engineer through written field direction. Material changes to approved plans shall be submitted to the City for reapproval before implementation. Failure to obtain approval may result in removal or modification of construction at the developer's expense to bring the work into conformance with approved plans.
- C. Approved plans shall remain valid for the term of the associated permit unless otherwise specified. The City Engineer may require re-review if construction has not substantially commenced within twelve (12) months of approval, applicable standards or laws materially change, or site conditions or project scope materially change.
- D. The City Engineer may condition approval on obtaining approvals or authorizations from other authorities having jurisdiction. Where standards conflict, the City Engineer shall direct which provisions apply, consistent with the hierarchy in CMC 12.02.020.

- E. Plan review fees and other charges shall be paid as set in the City's Master Fee Schedule. Nonpayment may result in withholding approvals or acceptance. Penalties shall apply for failure to pay said fees or charges in a timely manner.
- F. No work that is subject to this Chapter shall begin until plans are approved, fees are paid, and all required permits are issued.

Section 13. That a new Section 12.03.030 shall be added to Chapter 12.03 of the Centralia Municipal Code to read as follows:

12.03.030 Construction control–Testing–Inspections.

- A. All work that is subject to this Chapter, whether performed by or for a developer, by city departments, or by city agents, shall be done to the satisfaction of the City and in accordance with the Centralia Municipal Code, the Design and Development Standards, any external standards incorporated by reference, approved plans, and permit conditions.
- B. Advanced notice and a preconstruction meeting shall be required prior to commencement of work, unless waived by the City Engineer in writing. An approved plan set and all required permits shall be on the job site whenever work is performed. The City Engineer may establish inspection hold points and site access requirements.
- C. All materials and products proposed for use in the construction of improvements shall be submitted for review and approval prior to installation, in the form and with the certifications required by the Design and Development Standards or City Engineer. The City Engineer may approve substitutions or require additional documentation to verify conformance with WSDOT/APWA Standard Specifications, the Design and Development Standards, and the approved plans.
- D. The City shall have the authority to strictly enforce the Design and Development Standards, approved plans, permit conditions, and other referenced standards or specifications. The City Engineer may appoint project engineers, assistants, and inspectors to observe and inspect the work.
- E. Required inspections, sampling, and testing shall be performed at the developer's expense by qualified personnel or laboratories acceptable to the City. Results shall be provided to the City upon request. The City may obtain independent tests and require retesting when results are not satisfactory.
- F. Inspection fees shall be paid as set in the City's Master Fee Schedule and as specified by permit conditions.
- G. Failure to comply with this Chapter, the Design and Development Standards, approved plans, or permit conditions may result in corrective notices, stop-work orders, orders to uncover or remove nonconforming work, cost recovery, or other remedies provided by law.

Section 14. That a new Section 12.03.040 shall be added to Chapter 12.03 of the Centralia Municipal Code to read as follows:

12.03.040 Bonding.

Bonds or other allowable securities shall be required to guarantee the performance or maintenance of required work. The type and amount of security shall be set in the Design and Development Standards or by the City Engineer. Types of securities that may be approved include, but are not limited to, a bond with

a surety qualified to do a bonding business in the State of Washington, a cash deposit, an assigned savings account, or a set aside letter. For new plats, the bonding requirements shall be as outlined in Title 19 CMC.

Section 15. That a new Section 12.03.050 shall be added to Chapter 12.03 of the Centralia Municipal Code to read as follows:

12.03.050 Record drawings–Final acceptance–Failure to provide submittals.

- A. Upon completion of the work, the permittee shall submit record drawings, as-builts, GIS deliverables, and any required operation and maintenance documentation in the formats specified in the Design and Development Standards. The City Engineer shall establish reasonable submittal deadlines and the order of submittals.
- B. Final acceptance shall be strictly contingent upon the City’s approval of all required deliverables, payment of all applicable fees and charges, correction of deficiencies, and recording of required easements and dedications. Acceptance shall not be final until a letter of acceptance has been issued by the City to the party responsible for the project.
- C. Until all submittals have been provided and final acceptance has been issued, the City shall withhold, suspend, or decline to issue final inspections, Certificates of Occupancy, utility service activation, or new or additional engineering, building, or other city permits or related plat or site approvals for the same project or the same responsible party.
- D. If the required submittals are not provided, are incomplete, or are not approved by the deadline set by the City Engineer, the City shall issue a written notice to comply with a cure period of at least ten business days. If noncompliance continues after the cure period, the City shall assess an administrative civil penalty in the amount set in the City’s Master Fee Schedule, which may include per-day and resubmittal charges, until the submittals are provided and approved.
- E. If acceptable submittals are not provided within thirty days after the cure period, the City may prepare or cause preparation of the required documents. All costs, including administrative overhead, shall be recoverable from the permittee and may be charged against any performance or maintenance security or otherwise recovered as provided by law.
- F. Penalties and cost recovery under this section are in addition to any other remedy provided by law or by permit, including stop-work orders and orders to uncover or remove nonconforming work.

Section 16. That a new Chapter 12.04 entitled “Property Rights, Utility Extensions, and System Improvements” shall be added to Title 12 of the Centralia Municipal Code.

Section 17. That a new Section 12.04.010 shall be added to Chapter 12.04 of the Centralia Municipal Code to read as follows:

12.04.010 Easements and dedications.

- A. When the City determines easements or dedications are necessary to serve, protect, access, or maintain public facilities, property owners shall grant and record all such easements or dedications that are required by the City.
- B. Easements shall include legal descriptions and surveys satisfactory to the City, and prior interests shall be subordinated as necessary. The City may require a title report or policy.

- C. Easement widths and configurations shall conform to the Design and Development Standards or as approved by the City Engineer based on depth, diameter, access, or operational needs.
- D. Required easements and dedications shall be submitted in draft, unsigned form for review and approval prior to final plan approval. Signed copies shall be submitted before any permits are issued and shall be recorded prior to final acceptance or activation of utility services.

Section 18. That a new Section 12.04.020 shall be added to Chapter 12.04 of the Centralia Municipal Code to read as follows:

12.04.020 Utility extensions and system improvements.

- A. Property owners shall extend utility systems to and through the property and provide other system improvements, as determined by the City, to support connectivity, looping, capacity, and future development and service needs.
- B. Design, construction, inspection, and acceptance shall comply with this Title and the Design and Development Standards. Unless otherwise provided by agreement, costs of extension and associated improvements are the responsibility of the property owner.
- C. Ownership, operation, and maintenance of accepted utility extensions and system improvements shall be transferred to the City upon completion and final acceptance by the City. Service activation shall be governed by Title 13 CMC.

Section 19. That a new Section 12.04.030 shall be added to Chapter 12.04 of the Centralia Municipal Code to read as follows:

12.04.030 Latecomer agreements.

- A. The City may enter into latecomer (reimbursement) agreements consistent with RCW 35.91 for eligible water, sewer, storm drainage, or related roadway improvements.
- B. Any developer who, at their sole expense, constructs water, sewer, storm drainage, or street light improvements that are in excess of what is required to meet minimum standards, or that meet minimum standards and benefit properties abutting the location of the improvements, may request a latecomers agreement to be reimbursed for that portion of the construction costs that is in excess of the minimum standards or that benefits the adjoining properties.
- C. Application content and processing procedures for latecomer agreements shall be as specified in the Design and Development Standards. The City Engineer shall determine eligibility, the benefited area, and the total latecomer fees. All latecomer agreements shall be submitted to the City Council for final approval.
- D. The City shall collect latecomer fees from persons wanting to connect to or use the utility or improvement and shall remit the fees to the developer as provided by law and the latecomer agreement.

Section 20. That the amendments and additions specified in the above sections shall be codified as part of the Centralia Municipal Code as stated herein.

Section 21. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

Section 22. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 23. That this ordinance shall be published as provided by law and shall take effect and be in full force and effect from and after its passage, approval, and publication.

PASSED ON FIRST READING the 9th day of December 2025.

PASSED ON SECOND READING AND ENACTED the 13th day of January 2026.

Mayor

ATTEST:

City Clerk

PREPARED BY:

City Attorney

CITY OF CENTRALIA COUNCIL AGENDA REPORT

To: Mayor and City Council	Council Meeting Date: January 13, 2026
From: Kyle Manley, City Attorney	Department: City Attorney's Office
Subject: Consider approving the second reading of Ordinance 2574 to amend Chapter 14.04 of Title 14 Streets and Sidewalks and to add a new Chapter 14.22 adopting a Complete Streets Program.	

BACKGROUND

Chapter 14.04 is very antiquated and does not accurately reflect the current work that is done in public rights-of-way or the permit process and procedures the City currently follows.

SUMMARY

Ordinance 2574 amends Chapter 14.04 of the Centralia Municipal Code to codify the process and procedures for when an engineering (right-of-way) permit is required, how they are approved, and what happens when work is performed outside of one. The ordinance also adds a new Chapter 14.22 to formally adopt a Complete Streets Program and provide regulations governing the program.

ORDINANCE NO. 2574

AN ORDINANCE OF THE CITY OF CENTRALIA, WASHINGTON RELATING TO STREETS AND TRANSPORTATION PLANNING; TO AMEND TITLE 14 OF THE CENTRALIA MUNICIPAL CODE; TO ADOPT A COMPLETE STREETS PROGRAM; AND TO HARMONIZE PROVISIONS.

THE CITY COUNCIL OF THE CITY OF CENTRALIA, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. That Chapter 14.04 of the Centralia Municipal Code shall be renamed to “Right-of-Way Construction and Restoration”.

Section 2. That a new Section 14.04.005 shall be added to Chapter 14.04 of the Centralia Municipal Code to read as follows:

14.04.005 Purpose and authority.

The purpose of this Chapter is to regulate work performed within the public rights-of-way and the location, design, and construction of all points of access to public rights-of-way in order to protect public safety, maintain roadway capacity, and ensure conformance with the City’s standards. The technical specifications, design requirements, and construction methods implementing this Chapter are contained in the City of Centralia Design and Development Standards, as adopted by Chapter 12.02 CMC.

Section 3. That Chapter 14.04, Section 14.04.010 of the Centralia Municipal Code shall be amended as follows:

14.04.010 Permit required to lay pipes or set poles—Exemptions—Administration—Violations.

- A. No person, firm, or corporation, public agency, or utility shall lay any gas, water or conduit pipe, or set any telegraph, telephone, electric light, power or other pole for any purpose, or lay any rail or do perform or cause to be performed any excavation, installation, construction, reconstruction, repair, or any construction other work of any kind on or within, upon, above, or under any of the streets, alleys public street, alley, sidewalk, trail, or other public right-of-way or public places within the corporate limits of the City without having first secured obtaining an engineering permit therefor in the manner provided in issued by the City Engineer in accordance with this Chapter.
- B. All work authorized under an engineering permit shall be performed in accordance with the City of Centralia Design and Development Standards and the Standard Specifications for Road, Bridge, and Municipal Construction.
- C. An engineering permit shall not be required for routine maintenance activities performed by or on behalf of the City that do not disturb pavement structure, subgrade, or sidewalk or for emergency work by or under the direction of the City necessary to protect life, property, or public infrastructure. Any person conducting emergency work shall notify the City Engineer as soon as practicable and shall obtain a permit for any required permanent restoration.
- D. The City Engineer is hereby authorized to administer and enforce the provisions of this Chapter; to issue, condition, suspend, or revoke permits; and to adopt administrative procedures consistent with this Chapter and the Design and Development Standards.

- E. Work performed in a public right-of-way without an approved permit constitutes a violation of this Chapter and is subject to civil or criminal enforcement and penalties as provided by law.

Section 4. That Chapter 14.04, Section 14.04.020 of the Centralia Municipal Code shall be amended as follows:

14.04.020 Permit application for permit to lay pipes or set poles-Submittal requirements-Review-Conditions.

- A. Before any permit for the use of any street or other public place for any of the purposes set forth in CMC § 14.04.010 shall be granted the Any person, firm, or corporation, public agency, or utility desiring the permit proposing to perform work within a public right-of-way or requesting to temporarily close a street or portion thereof shall file in the office of the city engineer an engineering permit application with the City Engineer, on forms provided by the City, before commencing any work therefor stating the purpose for which the street or other public places to be used, and accompanied by a detail drawing or blueprint, if deemed necessary by the city engineer, showing the exact location and extent of the construction work to be installed, both as to ground plan and elevations.
- B. The application shall include, at a minimum:
1. The name, address, and contact information of the applicant and the contractor performing the work;
 2. A description of the type, purpose, and extent of the proposed work;
 3. Plans prepared in accordance with the Design and Development Standards showing the location, limits, and depth of the proposed work, existing utilities and improvements, and any proposed surface restoration;
 4. Proposed dates of construction and estimated duration; and
 5. Any applicable traffic-control plan, erosion-control plan, or other submittal required by the Design and Development Standards.
- C. All permit and inspection fees, certificates of insurance, and performance or restoration bonds shall be provided in the amounts approved by the City Engineer prior to permit issuance.
- D. The City Engineer shall review the application for completeness and compliance with this chapter, the Design and Development Standards, and the Standard Specifications for Road, Bridge, and Municipal Construction. In determining whether to approve an application, the City Engineer shall consider potential conflicts with existing or planned public improvements, utilities, and the safe and efficient use of the right-of-way. The City Engineer may require revisions or additional information as necessary to protect public safety, existing infrastructure, or future improvements and may deny the application such concerns cannot be adequately addressed. Following review, the City Engineer shall approve, conditionally approve, or deny the permit application based on compliance with this Chapter, the Design and Development Standards, or any other applicable laws.
- E. The City Engineer may impose conditions on any permit to ensure proper restoration, maintain access and safety, coordinate with other right-of-way users, and minimize disruption to the public. All work shall be performed in strict accordance with the approved plans, permit conditions, and any other applicable provisions of the City's Design and Development Standards.
- F. A permit shall expire one hundred eighty (180) days after issuance unless the work is substantially commenced or an extension is granted by the City Engineer for good cause shown.

- G. Upon completion of the work, the permittee shall submit record drawings or as-built information that identify the location and type of facilities installed and that are consistent with the Design and Development Standards. The City Engineer shall maintain a permanent record of all permits and related record drawings in accordance with the City's record-management policies.
- H. The City Engineer may deny, suspend, or revoke a permit for non-compliance with this Chapter, failure to meet permit conditions, or falsification of information. Such actions may be appealed as provided by law.

Section 5. That Chapter 14.04, Section 14.04.030 of the Centralia Municipal Code shall be amended as follows:

14.04.030 Permit issuance–RefusalAdverse permit decisions–Notice–Appeal.

~~If in the judgment of the city engineer, the proposed construction constitutes a proper use of the street or other public place and is so planned as not to interfere unduly with future or present improvements in the street or other public place, he shall, upon the payment of the charges, if any, hereinafter provided for, grant a permit to do such work, otherwise a permit shall not be granted until the plan of the work and the application therefor shall have been so changed that in his judgment it is proper. Provided, however, that in case any person deems himself aggrieved by any decision of the city engineer relating to the issuance or refusal of such permit he may, within ten days after filing application and its rejection, appeal to the city council, who shall pass upon the appeal at its next regular meeting, and whose decision shall be final.~~

- A. When a permit is denied, suspended, or revoked, the City Engineer shall provide written notice to the applicant stating the reasons for the decision and referencing the provisions of this Chapter, the Design and Development Standards, or other applicable law upon which it is based.
- B. Any person aggrieved by a decision of the City Engineer under this Chapter may appeal in writing within ten business days of the date of the decision. Appeals shall be processed in accordance with administrative appeal procedures and shall be accompanied by the applicable filing fee established in the Master Fee Schedule. The decision of the hearing officer or City Manager shall be final unless further review is provided by law.
- C. Filing an appeal does not stay a stop-work order or suspension unless the City Engineer determines that resuming work would not endanger public safety or the integrity of public facilities.

Section 6. That Chapter 14.04, Section 14.04.040 of the Centralia Municipal Code shall be amended as follows:

14.04.040 Surveying chargeDriveway access and curb cuts–Permit and standards.

~~In case any surveying is necessary in order to definitely locate the work to be installed, or to determine the property of the work as outlined upon the application, such surveying shall be done by an independent licensed surveyor.~~

- A. No person, firm, corporation, or public agency shall cut, remove, or otherwise modify any curb, sidewalk, or street for the purpose of creating, altering, or removing driveway access without first obtaining an engineering permit issued in accordance with this Chapter.
- B. All driveway and curb-cut construction shall conform to the City of Centralia Design and Development Standards, the Standard Specifications for Road, Bridge, and Municipal Construction, and any applicable WSDOT access-management requirements for state highways within the city.

- C. Driveway location and design shall comply with the dimensional, spacing, and sight-distance criteria set forth in the Design and Development Standards and any adopted access-classification maps or plans approved by the City Engineer. The City Engineer may require consolidated or shared driveways, where feasible, to minimize turning conflicts and preserve roadway capacity.
- D. All driveway and curb-cut work shall be performed under the supervision of the City Engineer or their designee and shall be inspected for compliance. Upon completion, all affected curbs, sidewalks, and pavement shall be restored in accordance with CMC 14.04.050 and the Design and Development Standards.
- E. When a driveway is abandoned, relocated, or reconstructed, the property owner shall remove the unused curb-cut and restore the curb, sidewalk, and planter strip consistent with the Design and Development Standards and shall install temporary barricades or other measures as required by the City Engineer to ensure pedestrian safety.
- F. Unpermitted driveway or curb-cut construction constitutes a violation of this Chapter and is subject to the enforcement provisions of CMC 14.04.060 and any other applicable law.

Section 7. That Chapter 14.04, Section 14.04.050 of the Centralia Municipal Code shall be amended as follows:

14.04.050 ~~Record of permits and maps to be kept~~Restoration of right-of-way.

~~The city engineer shall keep record maps showing the location of all work for which permits are issued under this chapter, both as to plan and elevation, and shall keep a complete file of all permits issued, together as such other data as he may deem necessary to make this chapter effective.~~

- A. All work performed under an engineering permit shall include restoration of any disturbed portion of the public right-of-way to a condition equal to or better than that which existed before the work commenced, in accordance with the restoration requirements contained in the City of Centralia Design and Development Standards.
- B. The permittee shall be responsible for restoring all pavement, sidewalks, curbs, gutters, planters, traffic-control devices, signage, and other public improvements disturbed or damaged by the permitted work. Restoration shall cover the full area of disturbance and any adjacent areas affected by excavation or equipment operation. When determined necessary by the City Engineer to maintain pavement integrity or ride quality, the City may require full-lane or full-width overlay restoration, which shall be completed at the permittee's expense.
- C. If permanent restoration cannot be completed immediately because of weather or other approved conditions, the permittee shall provide and maintain a safe, all-weather temporary surface consistent with the interim-restoration standards in the Design and Development Standards until permanent restoration is completed.
- D. All restoration work is subject to inspection and approval by the City Engineer or their designee. Final acceptance under this section shall be based on compliance with the Design and Development Standards and is required before release of any performance or restoration bond.
- E. If the permittee fails to complete restoration as required, the City may complete the work using the permittee's bond or other financial security, and the permittee shall be responsible for all costs incurred by the City, including administrative expenses.

Section 8. That Chapter 14.04, Section 14.04.060 of the Centralia Municipal Code shall be amended as follows:

14.04.060 Penalty for violation of CMC § 14.04.010 Excavated and waste materials—Authorization and release to dump.

~~Any person violating any of the provisions of CMC § 14.04.010 shall be deemed guilty of a misdemeanor.~~

- A. All excavated material, demolition debris, pavement grindings, excess soils, and other construction waste generated by work in, on, over, or affecting the public right-of-way shall be lawfully disposed at an approved facility or reused only as approved in writing by the City Engineer and in conformance with the Design and Development Standards and applicable environmental regulations.
- B. Disposal or placement of waste on private property shall not occur without the prior written authorization of the property owner.
- C. No excavated or waste materials may be deposited in any watercourse, drainage facility, wetland, critical area, park or open space, or within the traveled way, sidewalk, or shoulder except as expressly permitted by the City Engineer and applicable law.
- D. Temporary stockpiles shall be contained and protected to prevent nuisance conditions, sediment shifting, or tracking onto public streets and shall comply with erosion and sediment control requirements in the Design and Development Standards. The permittee shall sweep or vacuum track-out promptly when directed by the City.
- E. The City Engineer may designate haul routes, hours of hauling, and tarping/covering requirements and may require a haul route plan and work-zone traffic control plan as permit conditions.
- F. Upon request, and as a condition of final restoration approval or acceptance, the permittee shall provide disposal tickets, logs, and owner authorizations documenting the destination and lawful disposition or reuse of the excavated or waste material.
- G. The permittee shall comply with all applicable federal, state, and local environmental requirements, including stormwater and illicit discharge laws and regulations. If the excavated or waste material is suspected or known to be contaminated, characterization and disposal shall be performed in accordance with applicable regulations and permit conditions.

Section 9. That Chapter 14.04, Section 14.04.070 of the Centralia Municipal Code shall be amended as follows:

14.04.070 Permit required to cut curbsConstruction hours.

~~No person, firm or corporation shall hereafter be permitted to cut, break, remove or otherwise damage any curb, sidewalk or street within the corporate limits of the city for the purpose of installing a private driveway or for any other purpose whatsoever without first obtaining a permit so to do as hereinafter provided.~~

Work authorized under an engineering permit on private or public property shall only occur on Monday through Friday from 7:00 a.m. to 7:00 p.m. Any work outside of these hours, or on weekends or federally recognized holidays, shall only be performed if approved by the City Engineer. A written request for approval shall be submitted to the City Engineer at least two weeks prior to the date the work outside the approved work hours will occur. Inspection hours for city inspections shall be as set by the City Engineer. Permittees shall pay overtime inspection fees, as set in the Master Fee Schedule, for all work that needs inspection by the City outside of the set inspection hours.

Section 10. That Chapter 14.04, Section 14.04.080 of the Centralia Municipal Code shall be amended as follows:

14.04.080 Conformance to specificationsPenalties and enforcement.

~~No private entrance or driveway or other work requiring the cutting, breaking, damaging or removal of any curb, sidewalk or street shall be hereafter built or installed within the city unless and except it conforms to the plans and specifications prepared by the city engineer of said city and on file in the office of the city engineer.~~

- A. It is a violation of this Chapter for any person, firm, corporation, public agency, or utility to perform or cause to be performed any work within a public right-of-way without first obtaining an engineering permit, or to otherwise fail to comply with any requirement, condition, or standard established under this Chapter or the City of Centralia Design and Development Standards.
- B. The City Engineer, Code Enforcement Officer, or their designees are authorized to issue a stop-work order or notice of violation for any work performed in violation of this Chapter, a permit condition, or an applicable standard and are authorized to require correction or restoration as necessary to protect public safety and infrastructure.
- C. Violations of this Chapter may be enforced through administrative or civil procedures, including issuance of notices of violation, civil infractions, or administrative orders, consistent with the City's general code enforcement procedures. The Code Enforcement Officer is authorized to investigate complaints, inspect sites, issue citations, and coordinate enforcement with the City Engineer and the City Attorney's Office. Each day a violation continues constitutes a separate offense.
- D. The City Attorney's Office is authorized to take appropriate legal action to enforce this Chapter, collect civil penalties, and recover costs incurred by the City for abatement or restoration. In addition to any penalties imposed, the City may recover the full cost of repair or restoration of any public right-of-way or facility damaged or altered in violation of this Chapter, together with administrative expenses, permit fees, and reasonable attorney fees as allowed by law.
- E. The remedies provided in this section are cumulative and not exclusive. The City may pursue any combination of administrative, civil, or criminal remedies available under law to achieve compliance and protect the public interest.

Section 11. That Chapter 14.04, Section 14.04.090 of the Centralia Municipal Code shall be repealed in full.

Section 12. That Chapter 14.04, Section 14.04.100 of the Centralia Municipal Code shall be repealed in full.

Section 13. That Chapter 14.04, Section 14.04.120 of the Centralia Municipal Code shall be repealed in full.

Section 14. That a new Chapter 14.22 entitled "Complete Streets Program" shall be created within Title 14 of the Centralia Municipal Code.

Section 15. That a new Section 14.22.010 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.010 Complete Streets Program–How cited–Findings–Purpose.

A. The provisions of this Chapter shall be known and may be cited as the Complete Streets Program.

B. The City Council hereby finds and declares as follows:

1. Streets and transportation corridors are vital public assets that shall be designed, operated, and maintained to provide safe, efficient, and equitable mobility for all users;
2. A balanced and connected transportation network that accommodates pedestrians, bicyclists, transit users, motorists, emergency responders, and freight enhances public safety, supports economic vitality, and improves overall quality of life;
3. Providing safe and efficient transportation choices can reduce commuting costs, improve access to employment and services, promote public health through active transportation, and reduce environmental impacts; and
4. Adoption and implementation of the Complete Streets Program will ensure that transportation infrastructure and facilities are designed, operated, and maintained to safely and efficiently accommodate pedestrians, bicyclists, transit users, motorists, emergency responders, and freight within an integrated, multimodal transportation network.

C. Based on these findings and declarations, the purpose of the Complete Streets Program is to:

1. Create safe, comfortable, and accessible streets for all users, including pedestrians, bicyclists, transit riders, and motorists;
2. Develop and promote alternative transportation options to reduce reliance on single-occupancy vehicles;
3. Support a connected, multimodal system of joint-use paths, bicycle lanes, urban and nature trails, and public transit facilities;
4. Implement maintenance, reconstruction, and widening projects that incorporate or expand transportation options within existing street corridors;
5. Require new development and redevelopment projects to provide infrastructure and facilities that support alternative modes of transportation; and
6. Integrate the principles and provisions of the Complete Streets Program into the City's Comprehensive Plan, development regulations, capital improvement plans, and other applicable policies to ensure the creation of a complete and connected transportation network.

Section 16. That a new Section 14.22.020 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.020 Definitions.

For the purposes of this Chapter, the following definitions shall apply unless the context clearly indicates otherwise:

- A. "Alternative transportation" means modes of transportation other than single-occupancy motor vehicles, including, but not limited to, walking, bicycling, carpooling, and public transit.
- B. "Complete Street" means a public or private street, roadway, or transportation corridor planned, designed, constructed, operated, and maintained to enable safe, convenient, and comfortable travel and access for all users.

- C. “Joint-use path” means a paved or improved transportation facility that is physically separated from motor vehicle traffic and designed for shared use by pedestrians, bicyclists, and other non-motorized users.
- D. “Maintenance project” means work intended to preserve or restore the condition of an existing transportation facility, including resurfacing, re-striping, or reconstruction, and which may include modifications to improve multimodal access and safety.
- E. “Multimodal” means an interconnected system of transportation facilities and services that provides safe and efficient options for multiple modes of travel.
- F. “Public transit” means regularly scheduled transportation service provided for the general public by bus, rail, vanpool, or other conveyance operated by or under contract with a public agency.
- G. “Redevelopment” means the reconstruction, expansion, or substantial alteration of an existing development or use that results in increased demand on transportation infrastructure or presents an opportunity to improve multimodal access.
- H. “Transportation facility” means any street, roadway, sidewalk, trail, bike lane, bridge, transit stop, or other public infrastructure element designed for the movement of people or goods.
- I. “Users” means individuals or groups of all ages and abilities who use a transportation facility, including, but not limited to, pedestrians, people with disabilities, bicyclists, transit riders, motorists, emergency responders, freight operators, commercial vehicle operators, and adjacent land users.

Section 17. That a new Section 14.22.030 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.030 Applicability.

- A. This Chapter shall apply to all City-owned transportation facilities within the public right-of-way, including but not limited to streets, sidewalks, alleys, bridges, joint-use paths, and trails.
- B. Privately constructed or maintained streets, sidewalks, alleys, parking lots, joint-use paths, and trails that are subject to development review by the City or that receive public funding shall comply with the provisions of this Chapter to the maximum extent feasible as determined by the City Engineer.

Section 18. That a new Section 14.22.040 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.040 Design standards.

- A. All transportation facilities shall be designed, constructed, operated, and maintained in accordance with Complete Street principles to safely and efficiently accommodate all users.
- B. Design decisions shall be based on sound engineering, architectural, and urban design principles and shall balance the needs of all users while considering right-of-way constraints, street design and width, desired operating speed, street hierarchy, real estate impacts, parking impacts, safety, connectivity, and operational efficiency.
- C. Design and construction shall conform to the best and latest design policies, criteria, standards, and guidelines related to street design, construction, and operation, including, but not limited to, the following:

1. The City of Centralia Design and Development Standards;
 2. The American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets and Highway Safety Manual;
 3. The National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide;
 4. The Washington State Department of Transportation (WSDOT) Design Manual;
 5. The Manual on Uniform Traffic Control Devices (MUTCD);
 6. The ADA Standards for Accessible Design; and
 7. The Transportation Research Board Highway Capacity Manual.
- D. The design and mobility standards adopted in the City's Comprehensive Plan shall apply to state-maintained roadway segments that traverse the city, unless otherwise approved by interlocal agreement with the Washington State Department of Transportation (WSDOT).
- E. Freight mobility shall be prioritized on streets designated as freight routes by the City or WSDOT; however, Complete Street infrastructure improvements shall be incorporated when doing so will not impair freight mobility or access, mobility, and safety for any user or mode of transportation.

Section 19. That a new Section 14.22.050 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.050 Implementation.

- A. The City shall incorporate Complete Street principles into all phases of transportation projects, including, but not limited to, planning, programming, design, funding identification, right-of-way acquisition, subdivision and land development, new construction, construction engineering, reconstruction, operation, repair, and maintenance.
- B. The City Manager shall establish an interdepartmental Complete Streets Implementation Task Force to integrate the provisions of this Chapter into all applicable plans, manuals, checklists, rules, regulations, and programs; to oversee compliance; and to recommend updates.
1. The Engineering Department shall serve on the Task Force and shall be the lead agency for implementing the Complete Streets Program.
 2. The Task Force shall include at least one representative from each city department whose activities affect the public right-of-way, including, but not limited to, the Public Works, Community Development, and Police Departments.
 3. The Task Force shall periodically review design standards, including development and subdivision regulations that apply to new roadway construction, to ensure that such standards reflect the best available design policies, standards, and guidelines and effectively implement the Complete Streets Program.
 4. All city departments, regardless of participation in the Task Force, shall coordinate to ensure that the Complete Streets Program is applied consistently.
- C. All capital transportation projects shall incorporate Complete Street elements. The City shall promote interagency and interdepartmental coordination to maximize efficiency and make the best use of available fiscal resources when constructing or maintaining transportation improvements.
- D. All development and redevelopment projects subject to city review or that receive public funding shall

include transportation infrastructure and facilities that support multimodal transportation consistent with this Chapter and the City's development regulations.

- E. The City shall identify and pursue federal, state, and local funding opportunities to plan, design, and construct Complete Street projects.
- F. The City shall coordinate with the Federal Highway Administration, Washington State Department of Transportation, Southwest Regional Transportation Planning Organization, Lewis County, public transit agencies and providers, and other affected jurisdictions and agencies to ensure consistent design and operation of transportation facilities across jurisdictional boundaries and areas of influence.

Section 20. That a new Section 14.22.060 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.060 Exemptions.

- A. The requirements of this Chapter may be waived or deviated from only when the City Engineer issues a written determination, including findings of fact and conclusions of law, that at least one of the following conditions apply:
 - 1. The project is a limited-access transportation facility where bicyclists and pedestrians are legally prohibited;
 - 2. An equivalent alternative transportation facility already exists or is programmed in the adopted Transportation Improvement Program (TIP);
 - 3. The cost of providing multimodal transportation facilities would be excessively disproportionate, as determined by the City Engineer, to the need or probable use;
 - 4. The available right-of-way is insufficient and (a) the acquisition of additional right-of-way is infeasible or excessively costly or (b) condemnation is not an option;
 - 5. The project is an emergency repair requiring immediate response and temporary accommodations for all users are provided;
 - 6. The project is solely a routine maintenance project that does not alter roadway geometry or operations; or
 - 7. There is a demonstrated absence of current and future need for multimodal transportation facilities in the immediate project area.
- B. All exemptions shall be documented and reported to the Complete Streets Implementation Task Force.

Section 21. That a new Section 14.22.070 shall be added to Chapter 14.22 of the Centralia Municipal Code to read as follows:

14.22.070 Evaluation and reporting.

- A. The City shall evaluate the implementation and effectiveness of the Complete Streets Program at least once every three (3) years and shall prepare a written report to the Planning Commission and City Council.
- B. The report shall include, but not be limited to, the following quantitative and qualitative measures:
 - 1. The miles of new or improved bicycle and pedestrian transportation facilities completed during the reporting period;

2. Crash data, including frequency and severity, for all modes of transportation;
3. The number of and basis for exemptions granted;
4. A summary of public feedback received;
5. The number of businesses recognized as bicycle- or pedestrian-friendly; and
6. Other performance indicators established by the Complete Streets Implementation Task Force, Planning Commission, or City Council.

C. Based on the evaluation results and feedback from the public, Planning Commission, and City Council, the Complete Streets Implementation Task Force shall review and, when necessary, recommend modifications to the City's development regulations and design standards for approval by the Planning Commission and City Council.

Section 22. That the amendments and additions specified in the above sections shall be codified as part of the Centralia Municipal Code as stated herein.

Section 23. That all ordinances or parts of ordinances in conflict herewith shall be repealed and that any partial repeal shall not affect the other parts of ordinances or codified sections that can be given effect without the repealed parts.

Section 24. That if any section, part, or provision of this ordinance is for any reason held invalid, the invalidity thereof shall not affect the validity of any other section, part, or provision of this ordinance.

Section 25. That this ordinance shall be published as provided by law and shall take effect and be in full force and effect from and after its passage, approval, and publication.

PASSED ON FIRST READING the 9th day of December 2025.

PASSED ON SECOND READING AND ENACTED the 13th day of January 2026.

Mayor

ATTEST:

City Clerk

PREPARED BY:

City Attorney