



**CITY OF ILWACO
CITY COUNCIL MEETING**

**Monday, December 8, 2014
6:00 p.m. REGULAR COUNCIL MEETING
AGENDA**

- A. Call to order**
- B. Flag Salute**
- C. Roll Call**
- D. Approval of Agenda**
- E. Consent Agenda**

All matters, which are listed within the consent section of the agenda, have been distributed or made available for review to each member of the council prior to the meeting. Items listed are considered routine and will be enacted with one motion unless a council member specifically requests it to be removed from the Consent Agenda to be considered separately. The staff recommends the approval of the following items:

- 1. Approval of Minutes (TAB 1)
 - a. November 24, 2014 Regular meeting
- 2. Claims & Vouchers (TAB 2)
 - a. Checks: 37239 to 37246 + Electronic \$33,290.99
 - b. Checks: 37247 to 37299 \$92,770.89
 - GRAND TOTAL: \$126,061.88

- F. Reports**
 - 1. Staff Reports (TAB 3)
 - a. Police Chief's Report
 - 2. Council Reports
 - 3. Mayor's Report

G. Comments of Citizens and Guests Present

At this time, the mayor will call for any comments from the public on any subject not on the agenda. Please limit your comments to five (5) minutes. The City Council does not take any action or make any decisions during public comment. To request an item be added to a future agenda, please contact the city clerk for the council rules of procedure for agenda items.

H. Business

1. **2014 Second Budget Amendment Ordinance** (TAB 4) – *Cassinelli*
2. **Insurance Renewal** (TAB 5) –*Cassinelli*
3. **Six-Year Capital Facilities Plan Update** (TAB 6)—*Cassinelli*
4. **Department of Ecology State Revolving Fund Loans – Sahalee Sewer Improvements** (TAB 7) –*Cassinelli*

I. Discussion

1. **Backwash Basin Project** (TAB 9) – *Cassinelli*
2. **Revision of the Drug and Alcohol Testing Policy for Employees with a Commercial Driver’s License** (TAB 10)—*Chambreau*

K. Correspondence and Written Reports

1. **CAO Update – Critical Aquifer Recharge Area Designation** (TAB 14)

L. Future Discussion/Agendas

1. Amended Procedures Ordinance --*City Planner*
2. Pursuit of New Agreement with Seaview Sewer District –*Cassinelli*

M. Adjournment

N. Upcoming Meetings

COUNCIL/COMMISSION	PURPOSE	DAY	DATE	TIME	LOCATION
City Council	Regular Meeting	Monday	12/08/14 12/22/14	6:00 p.m.	Community Building
Parks & Rec. Commission	Regular Meeting	Tuesday	12/09/14	6:00 p.m.	Ilwaco Fire Hall
Planning Commission	Regular Meeting <i>(meetings subject to cancellation if there is no business to transact)</i>	Tuesday	01/06/15	6:00 p.m.	Community Building
Port/City Meeting	Regular Meeting	Tuesday	01/13/15	5:00 p.m.	Port of Ilwaco Meeting Room



**CITY OF ILWACO
CITY COUNCIL MEETING
Monday, November 24, 2014**

A. Call to order

Mayor Cassinelli called the meeting to order at 6:00pm

B. Flag Salute

The Pledge of Allegiance was recited.

C. Roll Call

Present: Councilmembers Jensen, Karnofski, Marshall, Chambreau and Forner; Mayor Cassinelli.

D. Approval of Agenda

ACTION: Motion to approve the agenda with addition of discussion item Water Treatment Plant Improvements – Rebid (Chambreau/Karnofski). 5 Ayes 0 Nays 0 Abstain.

E. Approval of Consent Agenda

Including Checks 37200 to 37201 + electronic totaling \$19,002.35 and Checks 37202 to 37238 + electronic totaling \$154,506.03 for a grand total of \$173,508.38.

ACTION: Motion to approve the consent agenda. (Marshall/Chambreau). 5 Ayes 0 Nays 0 Abstain.

F. Reports

1. Staff Reports

a. None

2. Council Reports

a. Councilmember Marshall reported that he continues to work on the private sewer legislation and that he accounted for 115 private sewer connections within the City.

b. Councilmember Forner wanted to mention that the peninsula had a tornado warning, also that former Mayor Leonard had passed away. He also attended the Envision Ilwaco meeting last Tuesday.

3. Mayor's Report

Mayor Cassinelli attended the PACCOM, South EDC, PCOG meetings as well as the SMP Open House. He also met with the Department of Ecology at the water treatment plant. He also wanted to notify the Council that Teresa McClain from Heidi's Inn was appointment to the South EDC meeting.

G. Comments of Citizens and Guests Present

Dustin Mead from the Ilwaco Merchants Assn. explained to the Council that he didn't understand why the City wasn't intending to give the IMA any LTAC funds. He said that the IMA felt like the City wasn't supporting them and their events. The Mayor explained that the City took over the Fireworks and that the LTAC funds were primarily used in the past for that event. Also in attendance from the IMA was Carla Nelson, Diane Carter, Bruce Peterson and Lorna Batt who all supported Dustin's position

H. Public Hearing

1. 2015 Budget

The Mayor closed the regular meeting at 6:27pm and opened the public hearing. At this time members from the IMA made a couple more statements. Carla Nelson expressed the fact that she didn't feel that there was any value placed on the IMA from the City. There were comments that continued afterward from other merchants and the discussion ensued. The Mayor closed the public hearing and re-opened the regular meeting at 6:41pm.

I. Business

1. Contract for Technical Services between the City of Ilwaco and the Pacific County Economic Development Council (EDC)

ACTION: Motion to authorize the mayor to execute the proposed 2015 Contract for Technical Services between the City of Ilwaco and the Pacific County Economic Development Council. (Karnofski/Jensen) 5 Ayes 0 Nays

2. Ordinance adopting the budget for the City of Ilwaco for 2015

ACTION: Motion to adopt the proposed ordinance establishing the 2015 budget for the City of Ilwaco with the addition of \$3,000 to the Ilwaco Merchants Association. (Marshall/Jensen) 5 Ayes 0 Nays 0 Abstain

3. Resolution Amending the Fee Schedule for the 2015 Utility Rates and Connection Charges

ACTION: Motion to adopt the resolution amending the fee schedule for the 2015 sewer, water and stormwater rates and connection charges. (Jensen/Forner) 5 Ayes 0 Nays 0 Abstain

4. Water Treatment Plant Improvements – Rebid

ACTION: Motion to authorize the mayor to award the bid and enter into a contract with Rotschy Inc. for the Water Treatment Plant Improvements – Rebid project for a total of \$867,841.74 (Forner/Chambreau) 5 Ayes 0 Nays 0 Abstain. Councilmembers Forner and Chambreau then withdrew their motion and stated a new motion. ACTION: Motion to authorize the mayor to award the bid and enter into a contract with Rotschy Inc. for the Water Treatment Plant Improvements – Rebid project for a total of \$862,735.26 (Forner/Chambreau) 5 Ayes 0 Nays 0 Abstain

J. Discussion

1. 2014 Second Budget Amendment Ordinance

ACTION: Move to business at the next meeting.

2. Insurance Renewal

Councilmember Karnofski asked why the overall premium and broker fee went up from \$68,433 to \$79,066. Councilmember Chambreau explained that it all depends on the market and that is reflected in the price jump.

ACTION: Move to business at the next meeting.

3. Resolution Updating the Six-Year Capital Facilities Plan

ACTION: Move to business at the next meeting.

4. Department of Ecology State Revolving Fund Loans – Sahalee Sewer

ACTION: Move to business at the next meeting.

5. Water Treatment Plant Improvements – Rebid

The Mayor explained that the contractor came in below the engineer's estimate about roughly \$5,000. Gray and Osborne have recommend that the City accept this bid and move forward with the project. The Mayor also explained that if the Council can approve this then the contractors can get started sooner. **ACTION: Move to business at this meeting**

(Forner/Chambreau) 5 Ayes 0 Nay 0 Abstain

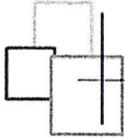
K. Correspondence and Written Reports

L. Adjournment

ACTION: Motion to adjourn the meeting (Chambreau). Mayor Cassinelli adjourned the meeting at 7:05 p.m.

Mike Cassinelli, Mayor

Ariel Smith, Deputy City Clerk



Register

Number	Name	Fiscal Description	Amount
<u>37239</u>	Fero, Jimmie W	2014 - December - First meeting	\$1,042.28
<u>37240</u>	Gardner, Daryl W	2014 - December - First meeting	\$1,926.78
<u>37241</u>	Jensen, David	2014 - December - First meeting	\$181.52
<u>37242</u>	Williams, Thomas R	2014 - December - First meeting	\$889.89
<u>37243</u>	AWC - Life Insurance	2014 - December - First meeting	\$13.40
<u>37244</u>	AWC Employee Benefit Trust	2014 - December - First meeting	\$5,311.38
<u>37245</u>	Dept of Retirement - Def Comp	2014 - December - First meeting	\$280.00
<u>37246</u>	Dept of Retirement Systems	2014 - December - First meeting	\$5,458.34
ACH Pav - 1284	Benson, Austin	2014 - December - First meeting	\$544.09
ACH Pav - 1285	Cassinelli, Michael	2014 - December - First meeting	\$422.61
ACH Pav - 1286	Chambreau, Jon H.	2014 - December - First meeting	\$181.52
ACH Pav - 1288	Fornier, Gary	2014 - December - First meeting	\$374.26
ACH Pav - 1290	Gustafson, David M.	2014 - December - First meeting	\$1,436.89
ACH Pav - 1291	Hazen, Warren M.	2014 - December - First meeting	\$1,705.24
ACH Pav - 1293	Marshall, Fred	2014 - December - First meeting	\$181.52
ACH Pav - 1294	Mc Kee, David A	2014 - December - First meeting	\$1,599.18
ACH Pav - 1295	Mc Millan, Elaine	2014 - December - First meeting	\$1,109.81
ACH Pav - 1296	Mulinix, Vinessa	2014 - December - First meeting	\$180.32
ACH Pav - 1297	Richardson, Troy	2014 - December - First meeting	\$1,168.72
ACH Pav - 1298	Schweizer, Dennis	2014 - December - First meeting	\$1,686.83
ACH Pav - 1299	Smith, Ariel	2014 - December - First meeting	\$974.56
ACH Pav - 1300	Stables, Terri P	2014 - December - First meeting	\$377.10
<u>EFT 12-5-14</u>	Discovery Benefits	2014 - December - First meeting	\$1,125.00
<u>EFT 12-5-14 -2</u>	U. S. Treasury Department	2014 - December - First meeting	\$5,119.75
			\$33,290.99

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

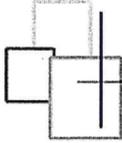
Treasurer

37239 through 37246 and electronic payments totalling \$33,290.99 are approved this 8th day of December, 2014.

Council member

Council member

Council member



Register

Fiscal: 2014

Number	Name	Print Date	Amount
Bank of the Pacific	8023281		
Check			
<u>37247</u>	A & E Security Solutions, Inc.	12/8/2014	\$89.85
<u>37248</u>	ABECO Office Systems	12/8/2014	\$74.46
<u>37249</u>	Advanced Analytical Solutions	12/8/2014	\$65.00
<u>37250</u>	Alsco-American Linen Div.	12/8/2014	\$29.81
<u>37251</u>	Art's Auto Parts, Inc.	12/8/2014	\$60.91
<u>37252</u>	Association of WA Cities	12/8/2014	\$2,500.00
<u>37253</u>	Baileys Saw Shop Inc.	12/8/2014	\$21.39
<u>37254</u>	Cartomation, Inc.	12/8/2014	\$50.00
<u>37255</u>	Cascade Columbia Distribution Co.	12/8/2014	\$3,236.50
<u>37256</u>	Chinook Observer	12/8/2014	\$61.95
<u>37257</u>	City of Ilwaco	12/8/2014	\$2,164.74
<u>37258</u>	City of Long Beach	12/8/2014	\$15,261.69
<u>37259</u>	Columbia Steel Supply	12/8/2014	\$41.28
<u>37260</u>	CREST	12/8/2014	\$4,440.00
<u>37261</u>	Deer Mountain Equipment	12/8/2014	\$23,800.00
<u>37262</u>	Dennis CO	12/8/2014	\$149.72
<u>37263</u>	Englund Marine Supply Inc	12/8/2014	\$430.66
<u>37264</u>	Foster Pepper	12/8/2014	\$374.50
<u>37265</u>	Goulter Diamond Bar Ranch	12/8/2014	\$1,333.33
<u>37266</u>	Hach Company	12/8/2014	\$1,550.16
<u>37267</u>	HD Fowler Company	12/8/2014	\$1,803.76
<u>37268</u>	Heather Reynolds, Attorney	12/8/2014	\$1,692.00
<u>37269</u>	Home Depot Credit Services	12/8/2014	\$154.71
<u>37270</u>	Hughes Fire Equipment Inc.	12/8/2014	\$68.60
<u>37271</u>	IHS Class of 2015	12/8/2014	\$225.00
<u>37272</u>	Ilwaco Volunteer Fireman's Assoc.	12/8/2014	\$6,816.00
<u>37273</u>	IPFS Corporation	12/8/2014	\$7,187.82
<u>37274</u>	Kubwater Resources Inc.	12/8/2014	\$1,373.66
<u>37275</u>	LEAF	12/8/2014	\$129.88
<u>37276</u>	Michael S. Turner	12/8/2014	\$412.00
<u>37277</u>	Nancy McAllister	12/8/2014	\$412.00
<u>37278</u>	Naselle Rock & Asphalt	12/8/2014	\$89.57
<u>37279</u>	North Central Laboratories	12/8/2014	\$2,438.10
<u>37280</u>	Oman & Son	12/8/2014	\$183.75
<u>37281</u>	One Call Concepts, Inc.	12/8/2014	\$4.78
<u>37282</u>	Pacific CO Auditor	12/8/2014	\$32.00
<u>37283</u>	Pacific County Treasurer	12/8/2014	\$400.00
<u>37284</u>	Peninsula Sanitation Service, Inc.	12/8/2014	\$331.73
<u>37285</u>	Propel Insurance	12/8/2014	\$7,188.00
<u>37286</u>	Rain for Rent	12/8/2014	\$1,568.33
<u>37287</u>	Sid's IGA	12/8/2014	\$523.49
<u>37288</u>	Sunset Auto Parts Inc.	12/8/2014	\$210.19
<u>37289</u>	The Watershed Company	12/8/2014	\$268.30
<u>37290</u>	Tidy By The Sea, LLC	12/8/2014	\$455.00
<u>37291</u>	Tire Hut	12/8/2014	\$984.98
<u>37292</u>	Troy Richardson	12/8/2014	\$93.00
<u>37293</u>	U.S. Treasury Department	12/8/2014	\$10.37
<u>37294</u>	USA Blue Book	12/8/2014	\$114.15
<u>37295</u>	WA State Dept. of Ecology	12/8/2014	\$50.00
<u>37296</u>	Wadsworth Electric	12/8/2014	\$187.57

<u>37297</u>	Walter E. Nelson Co. of Astoria	12/8/2014	\$165.58
<u>37298</u>	Wilcox & Flegel Oil Co.	12/8/2014	\$1,048.62
<u>37299</u>	William R. Penoyar, Attorney at Law	12/8/2014	\$412.00
		Total	\$92,770.89
		Total	\$92,770.89
		Grand Total	\$92,770.89

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein, that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the City of Ilwaco, and that I am authorized to authenticate and certify said claims.

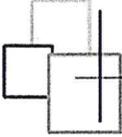
Treasurer

37247 through 37299 totalling \$92,770.89 are approved this 8th day of December, 2014.

Council member

Council member

Council member



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
A & E Security Solutions, Inc.					
	37247			2014 - December - First meeting	
		Invoice - 12/3/2014 10:50:21 AM			
			001-000-000-514-20-31-00	Office & Operating Supplies	\$17.97
			001-000-000-522-10-31-00	Office & Operating Supplies	\$17.97
			101-000-000-543-30-30-00	Office And Operating	\$17.97
			401-000-000-534-00-31-00	Operation & Maintenance	\$17.97
			409-000-000-535-00-31-01	Operations And Maintenance	\$17.97
		Total Invoice - 12/3/2014 10:50:21 AM			\$89.85
	Total 37247				\$89.85
Total A & E Security Solutions, Inc.					
ABECO Office Systems					
	37248			2014 - December - First meeting	
		Invoice - 12/2/2014 4:29:46 PM			
			1253920-0		
			001-000-000-514-20-31-00	Office & Operating Supplies	\$18.62
			101-000-000-543-30-30-00	Office And Operating	\$18.62
			401-000-000-534-00-31-00	Operation & Maintenance	\$18.62
			409-000-000-535-00-31-01	Operations And Maintenance	\$18.60
		Total Invoice - 12/2/2014 4:29:46 PM			\$74.46
	Total 37248				\$74.46
Total ABECO Office Systems					
Advanced Analytical Solutions					
	37249			2014 - December - First meeting	
		Invoice - 12/2/2014 4:30:13 PM			
			14911		
			409-000-000-535-00-31-01	Operations And Maintenance	\$65.00
		Total Invoice - 12/2/2014 4:30:13 PM			\$65.00
	Total 37249				\$65.00
Total Advanced Analytical Solutions					
AlSCO-American Linen Div.					
	37250			2014 - December - First meeting	
		Invoice - 12/2/2014 4:31:12 PM			
			LPOR1335125		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$7.45
			101-000-000-543-30-30-00	Office And Operating	\$7.45
			401-000-000-534-00-31-00	Operation & Maintenance	\$7.45
			409-000-000-535-00-31-01	Operations And Maintenance	\$7.46
		Total Invoice - 12/2/2014 4:31:12 PM			\$29.81
	Total 37250				\$29.81
Total AlSCO-American Linen Div.					
Art's Auto Parts, Inc.					
	37251			2014 - December - First meeting	
		Invoice - 12/2/2014 4:31:33 PM			
			118453		
			101-000-000-543-30-30-00	Office And Operating	\$42.81
		Total Invoice - 12/2/2014 4:31:33 PM			\$42.81
		Invoice - 12/3/2014 12:26:35 PM			
			118776		
			001-000-000-576-80-31-00	Office & Operating Supplies	\$4.52
			101-000-000-543-30-30-00	Office And Operating	\$4.54
			401-000-000-534-00-31-00	Operation & Maintenance	\$4.52
			409-000-000-535-00-31-01	Operations And Maintenance	\$4.52
		Total Invoice - 12/3/2014 12:26:35 PM			\$18.10
	Total 37251				\$60.91
Total Art's Auto Parts, Inc.					
Association of WA Cities					
	37252			2014 - December - First meeting	
		Invoice - 12/2/2014 5:14:43 PM			
			18		
			001-000-000-522-50-46-00	Insurance	\$2,500.00
		Total Invoice - 12/2/2014 5:14:43 PM			\$2,500.00
	Total 37252				\$2,500.00
Total Association of WA Cities					
Baileys Saw Shop Inc.					
	37253			2014 - December - First meeting	
		Invoice - 12/2/2014 5:15:35 PM			
			112014010		
			101-000-000-543-30-30-00	Office And Operating	\$21.39

	Total Invoice - 12/2/2014 5:15:35 PM		\$21.39
Total 37253			\$21.39
Total Baileys Saw Shop Inc.			\$21.39
Cartomation, Inc.			
37254	2014 - December - First meeting		
	Invoice - 12/2/2014 4:24:44 PM		
	001-000-000-557-20-41-00	Ilwaco Web Page	\$50.00
		GIS map storage	
	Total Invoice - 12/2/2014 4:24:44 PM		\$50.00
Total 37254			\$50.00
Total Cartomation, Inc.			\$50.00
Cascade Columbia Distribution Co.			\$50.00
37255	2014 - December - First meeting		
	Invoice - 12/2/2014 5:16:07 PM		
	629387		
	401-000-000-534-00-31-01	Chemicals	\$3,236.50
	Total Invoice - 12/2/2014 5:16:07 PM		\$3,236.50
Total 37255			\$3,236.50
Total Cascade Columbia Distribution Co.			\$3,236.50
Chinook Observer			
37256	2014 - December - First meeting		
	Invoice - 12/2/2014 5:16:32 PM		
	381-14		
	001-000-000-511-30-44-00	Official Publications	\$28.91
	Total Invoice - 12/2/2014 5:16:32 PM		\$28.91
	Invoice - 12/2/2014 5:16:50 PM		
	382-14		
	001-000-000-511-30-44-00	Official Publications	\$33.04
	Total Invoice - 12/2/2014 5:16:50 PM		\$33.04
Total 37256			\$61.95
Total Chinook Observer			\$61.95
City of Ilwaco			
37257	2014 - December - First meeting		
	Invoice - 12/3/2014 11:28:53 AM		
	001-000-000-511-60-47-02	City Sewer - Museum	\$39.75
	001-000-000-514-20-47-02	Water - City Hall	\$51.02
	001-000-000-514-20-47-03	Sewer - City Hall	\$75.94
	001-000-000-514-20-47-04	Storm Drainage	\$25.10
	001-000-000-522-50-47-01	Water	\$183.61
	001-000-000-522-50-47-02	Sewer	\$287.98
	001-000-000-522-50-47-03	Storm Drainage	\$61.14
	001-000-000-572-50-47-01	City Water	\$156.58
	001-000-000-572-50-47-02	City Sewer	\$228.39
	001-000-000-572-50-47-03	Storm Drainage	\$9.83
	001-000-000-575-50-40-02	Community Building Water	\$0.00
	001-000-000-575-50-40-03	Community Building Sewer	\$0.00
	001-000-000-576-80-47-01	Water-Parks, Sprinklers,Blk	\$178.03
	001-000-000-576-80-47-02	Sewer-Parks, Black Lake	\$41.86
	001-000-000-576-80-47-03	Storm Drainage	\$19.65
	409-000-000-535-00-47-02	Water	\$370.13
	409-000-000-535-00-47-03	Sewer	\$406.25
	409-000-000-535-00-47-05	Storm Drainage	\$29.48
	Total Invoice - 12/3/2014 11:28:53 AM		\$2,164.74
Total 37257			\$2,164.74
Total City of Ilwaco			\$2,164.74
City of Long Beach			
37258	2014 - December - First meeting		
	Invoice - 12/2/2014 4:23:18 PM		
	001-000-000-521-10-50-00	Law Enforcement Contract	\$15,261.69
	Total Invoice - 12/2/2014 4:23:18 PM		\$15,261.69
Total 37258			\$15,261.69
Total City of Long Beach			\$15,261.69
Columbia Steel Supply			
37259	2014 - December - First meeting		
	Invoice - 12/3/2014 12:25:29 PM		
	211498		
	001-000-000-576-80-31-00	Office & Operating Supplies	\$41.28
	Total Invoice - 12/3/2014 12:25:29 PM		\$41.28
Total 37259			\$41.28
Total Columbia Steel Supply			\$41.28
CREST			
37260	2014 - December - First meeting		
	Invoice - 12/2/2014 5:18:08 PM		
	2920		
	001-000-000-558-60-41-00	Planner Services	\$1,800.00
	Total Invoice - 12/2/2014 5:18:08 PM		\$1,800.00
	Invoice - 12/2/2014 5:18:47 PM		
	2921		
	401-000-000-534-00-41-05	Water Comp. Plan-Engineering	\$2,640.00
		watershed control plan	
	Total Invoice - 12/2/2014 5:18:47 PM		\$2,640.00

Total Home Depot Credit Services					\$154.71
Hughes Fire Equipment Inc.					
	37270		2014 - December - First meeting		
		Invoice - 12/3/2014 8:28:28 AM			
		490591			
		001-000-000-522-10-31-00	Office & Operating Supplies		\$68.60
		Total Invoice - 12/3/2014 8:28:28 AM			\$68.60
	Total 37270				\$68.60
Total Hughes Fire Equipment Inc.					\$68.60
IHS Class of 2015					\$68.60
	37271		2014 - December - First meeting		
		Invoice - 12/2/2014 5:17:22 PM			
		pointsetta			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$225.00
		Total Invoice - 12/2/2014 5:17:22 PM			\$225.00
	Total 37271				\$225.00
Total IHS Class of 2015					\$225.00
Ilwaco Volunteer Fireman's Assoc.					\$225.00
	37272		2014 - December - First meeting		
		Invoice - 12/2/2014 4:27:28 PM			
		001-000-000-522-10-31-01	Training/Attendance		\$4,176.00
			meetings & training		
		001-000-000-522-10-31-01	Training/Attendance		\$2,640.00
			calls		
		Total Invoice - 12/2/2014 4:27:28 PM			\$6,816.00
	Total 37272				\$6,816.00
Total Ilwaco Volunteer Fireman's Assoc.					\$6,816.00
IPFS Corporation					\$6,816.00
	37273		2014 - December - First meeting		
		Invoice - 12/3/2014 1:26:31 PM			
		001-000-000-511-60-46-00	Insurances		\$751.85
		001-000-000-522-50-46-00	Insurance		\$973.95
		001-000-000-572-50-46-00	Insurance		\$1,112.67
		001-000-000-576-80-46-00	Insurance		\$234.32
		101-000-000-543-30-40-01	Insurance		\$143.76
		104-000-000-557-30-46-00	Heritage Museum - Insurance		\$563.53
		401-000-000-534-00-46-00	Insurance		\$1,920.59
		408-000-000-531-38-46-00	Insurance		\$68.28
		409-000-000-535-00-46-00	Insurance		\$1,418.87
		Total Invoice - 12/3/2014 1:26:31 PM			\$7,187.82
	Total 37273				\$7,187.82
Total IPFS Corporation					\$7,187.82
Kubwater Resources Inc.					\$7,187.82
	37274		2014 - December - First meeting		
		Invoice - 12/3/2014 8:31:20 AM			
		04443			
		409-000-000-535-00-31-02	Chemicals		\$1,373.66
		Total Invoice - 12/3/2014 8:31:20 AM			\$1,373.66
	Total 37274				\$1,373.66
Total Kubwater Resources Inc.					\$1,373.66
LEAF					\$1,373.66
	37275		2014 - December - First meeting		
		Invoice - 12/3/2014 8:31:37 AM			
		5372058			
		001-000-000-514-20-31-00	Office & Operating Supplies		\$22.08
		001-000-000-522-10-31-00	Office & Operating Supplies		\$20.78
		101-000-000-543-30-30-00	Office And Operating		\$22.08
		401-000-000-534-00-31-00	Operation & Maintenance		\$22.08
		408-000-000-531-38-31-01	Operations & Maintenance		\$20.78
		409-000-000-535-00-31-01	Operations And Maintenance		\$22.08
		Total Invoice - 12/3/2014 8:31:37 AM			\$129.88
	Total 37275				\$129.88
Total LEAF					\$129.88
Michael S. Turner					\$129.88
	37276		2014 - December - First meeting		
		Invoice - 12/2/2014 4:24:25 PM			
		001-000-000-512-50-40-03	Municipal Court Services		\$412.00
			Court services		
		Total Invoice - 12/2/2014 4:24:25 PM			\$412.00
	Total 37276				\$412.00
Total Michael S. Turner					\$412.00
Nancy McAllister					\$412.00
	37277		2014 - December - First meeting		
		Invoice - 12/2/2014 4:24:15 PM			
		001-000-000-512-50-40-03	Municipal Court Services		\$412.00
			Court services		
		Total Invoice - 12/2/2014 4:24:15 PM			\$412.00
	Total 37277				\$412.00
Total Nancy McAllister					\$412.00
Naselle Rock & Asphalt					\$412.00
	37278		2014 - December - First meeting		

	Invoice - 12/3/2014 10:58:59 AM		
	25028		
	101-000-000-543-30-30-00	Office And Operating	\$89.57
	Total Invoice - 12/3/2014 10:58:59 AM		\$89.57
Total 37278			\$89.57
Total Naselle Rock & Asphalt			\$89.57
North Central Laboratories			\$89.57
37279			
	2014 - December - First meeting		
	Invoice - 12/3/2014 8:32:21 AM		
	347786		
	409-000-000-535-00-31-01	Operations And Maintenance	\$285.57
	Total Invoice - 12/3/2014 8:32:21 AM		\$285.57
	Invoice - 12/3/2014 8:32:45 AM		
	347218		
	409-000-000-594-64-35-01	Machinery & Equipment	\$2,152.53
	Total Invoice - 12/3/2014 8:32:45 AM		\$2,152.53
Total 37279			\$2,438.10
Total North Central Laboratories			\$2,438.10
Oman & Son			\$2,438.10
37280			
	2014 - December - First meeting		
	Invoice - 12/3/2014 10:54:53 AM		
	481		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$7.11
	101-000-000-543-30-30-00	Office And Operating	\$56.41
	401-000-000-534-00-31-00	Operation & Maintenance	\$120.23
	Total Invoice - 12/3/2014 10:54:53 AM		\$183.75
Total 37280			\$183.75
Total Oman & Son			\$183.75
One Call Concepts, Inc.			\$183.75
37281			
	2014 - December - First meeting		
	Invoice - 12/3/2014 8:39:13 AM		
	4119067		
	101-000-000-543-30-30-00	Office And Operating	\$1.59
	401-000-000-534-00-31-00	Operation & Maintenance	\$1.59
	409-000-000-535-00-31-01	Operations And Maintenance	\$1.60
	Total Invoice - 12/3/2014 8:39:13 AM		\$4.78
Total 37281			\$4.78
Total One Call Concepts, Inc.			\$4.78
Pacific CO Auditor			\$4.78
37282			
	2014 - December - First meeting		
	Invoice - 12/3/2014 10:47:42 AM		
	001-000-000-514-31-00-00	Recording Fees	\$32.00
	Total Invoice - 12/3/2014 10:47:42 AM		\$32.00
Total 37282			\$32.00
Total Pacific CO Auditor			\$32.00
Pacific County Treasurer			\$32.00
37283			
	2014 - December - First meeting		
	Invoice - 12/3/2014 8:44:54 AM		
	October		
	001-000-000-512-50-40-03	Municipal Court Services	\$200.00
	Total Invoice - 12/3/2014 8:44:54 AM		\$200.00
	Invoice - 12/3/2014 8:45:05 AM		
	November		
	001-000-000-512-50-40-03	Municipal Court Services	\$200.00
	Total Invoice - 12/3/2014 8:45:05 AM		\$200.00
Total 37283			\$400.00
Total Pacific County Treasurer			\$400.00
Peninsula Sanitation Service, Inc.			\$400.00
37284			
	2014 - December - First meeting		
	Invoice - 12/3/2014 10:51:07 AM		
	001-000-000-514-20-47-01	Garbage Bills	\$285.22
	409-000-000-535-00-47-04	Garbage Services	\$46.51
	Total Invoice - 12/3/2014 10:51:07 AM		\$331.73
Total 37284			\$331.73
Total Peninsula Sanitation Service, Inc.			\$331.73
Propel Insurance			\$331.73
37285			
	2014 - December - First meeting		
	Invoice - 12/3/2014 10:50:45 AM		
	001-000-000-511-60-46-00	Insurances	\$751.86
	001-000-000-522-50-46-00	Insurance	\$973.97
	001-000-000-572-50-46-00	Insurance	\$1,112.70
	001-000-000-576-80-46-00	Insurance	\$234.33
	101-000-000-543-30-40-01	Insurance	\$143.76
	104-000-000-557-30-46-00	Heritage Museum - Insurance	\$563.54
	401-000-000-534-00-46-00	Insurance	\$1,920.63
	408-000-000-531-38-46-00	Insurance	\$68.29
	409-000-000-535-00-46-00	Insurance	\$1,418.92
	Total Invoice - 12/3/2014 10:50:45 AM		\$7,188.00
Total 37285			\$7,188.00
Total Propel Insurance			\$7,188.00
Rain for Rent			\$7,188.00

37286	2014 - December - First meeting		
	Invoice - 12/3/2014 9:50:15 AM		
	059011953		
	401-000-000-534-00-31-00	Operation & Maintenance	\$1,568.33
	Total Invoice - 12/3/2014 9:50:15 AM		\$1,568.33
Total Rain for Rent Sid's IGA			\$1,568.33
37287	2014 - December - First meeting		
	Invoice - 12/3/2014 9:51:36 AM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$125.47
	101-000-000-543-30-30-00	Office And Operating	\$125.47
	401-000-000-534-00-31-00	Operation & Maintenance	\$137.04
	409-000-000-535-00-31-01	Operations And Maintenance	\$135.51
	Total Invoice - 12/3/2014 9:51:36 AM		\$523.49
Total Sid's IGA Sunset Auto Parts Inc.			\$523.49
37288	2014 - December - First meeting		
	Invoice - 12/3/2014 10:29:14 AM		
	500007923		
	101-000-000-543-30-30-00	Office And Operating	\$47.65
	401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$65.63
	409-000-000-535-00-31-01	Operations And Maintenance	\$96.91
	Total Invoice - 12/3/2014 10:29:14 AM		\$210.19
Total Sunset Auto Parts Inc. The Watershed Company			\$210.19
37289	2014 - December - First meeting		
	Invoice - 12/3/2014 10:17:47 AM		
	130515 - SMP		
	001-000-000-558-60-41-00	Planner Services	\$268.30
	Total Invoice - 12/3/2014 10:17:47 AM		\$268.30
Total The Watershed Company Tidy By The Sea, LLC			\$268.30
37290	2014 - December - First meeting		
	Invoice - 12/2/2014 4:26:30 PM		
	001-000-000-514-20-31-00	Office & Operating Supplies	\$80.00
	001-000-000-522-10-31-00	Office & Operating Supplies	\$40.00
	001-000-000-572-50-41-00	Custodian Library	\$335.00
	Total Invoice - 12/2/2014 4:26:30 PM		\$455.00
Total Tidy By The Sea, LLC Tire Hut			\$455.00
37291	2014 - December - First meeting		
	Invoice - 12/3/2014 1:41:18 PM		
	5930		
	401-000-000-534-00-48-00	Vehicle Repairs/Maintenance	\$758.60
	Total Invoice - 12/3/2014 1:41:18 PM		\$758.60
	Invoice - 12/3/2014 10:19:18 AM		
	5927		
	409-000-000-594-64-35-01	Machinery & Equipment	\$226.38
	5927		
	Total Invoice - 12/3/2014 10:19:18 AM		\$226.38
Total Tire Hut Troy Richardson			\$984.98
37292	2014 - December - First meeting		
	Invoice - 12/3/2014 9:56:55 AM		
	Exam		
	401-000-000-534-00-31-04	Annual Permit Fees	\$93.00
	Total Invoice - 12/3/2014 9:56:55 AM		\$93.00
Total Troy Richardson U.S. Treasury Department			\$93.00
37293	2014 - December - First meeting		
	Invoice - 12/3/2014 8:30:22 AM		
	interest from 2010		
	001-000-000-514-20-20-00	Personnel Benefits	\$10.37
	Total Invoice - 12/3/2014 8:30:22 AM		\$10.37
Total U.S. Treasury Department USA Blue Book			\$10.37
37294	2014 - December - First meeting		
	Invoice - 12/3/2014 10:21:36 AM		
	505033		
	401-000-000-534-00-31-00	Operation & Maintenance	\$114.15
	Total Invoice - 12/3/2014 10:21:36 AM		\$114.15
Total USA Blue Book			\$114.15

WA State Dept. of Ecology 37295	2014 - December - First meeting		
	Invoice - 12/3/2014 10:48:40 AM		
	401-000-000-534-00-31-04	Annual Permit Fees	\$50.00
Total 37295	Total Invoice - 12/3/2014 10:48:40 AM		\$50.00
Total WA State Dept. of Ecology			\$50.00
Wadsworth Electric 37296	2014 - December - First meeting		
	Invoice - 12/3/2014 10:24:01 AM		
	20389		
	401-000-000-534-00-41-03	Professional Services -	\$187.57
Total 37296	Total Invoice - 12/3/2014 10:24:01 AM		\$187.57
Total Wadsworth Electric			\$187.57
Walter E. Nelson Co. of Astoria 37297	2014 - December - First meeting		
	Invoice - 12/3/2014 10:26:08 AM		
	380658		
	101-000-000-543-30-30-00	Office And Operating	\$55.20
	401-000-000-534-00-31-00	Operation & Maintenance	\$55.19
	409-000-000-535-00-31-01	Operations And Maintenance	\$55.19
Total 37297	Total Invoice - 12/3/2014 10:26:08 AM		\$165.58
Total Walter E. Nelson Co. of Astoria			\$165.58
Wilcox & Flegel Oil Co. 37298	2014 - December - First meeting		
	Invoice - 12/3/2014 1:43:28 PM		
	0634697-IN		
	409-000-000-535-00-32-00	Gas/oil Products	\$134.96
Total 37298	Total Invoice - 12/3/2014 1:43:28 PM		\$134.96
Total Wilcox & Flegel Oil Co.			\$134.96
William R. Penoyar, Attorney at Law 37299	2014 - December - First meeting		
	Invoice - 12/3/2014 1:45:13 PM		
	CL59298-IN		
	101-000-000-543-30-30-01	Gasoline & Oil Products	\$101.79
	401-000-000-534-00-32-00	Gasoline	\$569.68
	408-000-000-531-38-32-00	Gas/Oil Products	\$101.79
	409-000-000-535-00-32-00	Gas/oil Products	\$48.08
Total 37299	Total Invoice - 12/3/2014 1:45:13 PM		\$821.34
Total William R. Penoyar, Attorney at Law			\$821.34
	Invoice - 12/3/2014 11:00:47 AM		
	0634697-IN		
	001-000-000-522-10-32-00	Gasoline	\$92.32
Total 37298	Total Invoice - 12/3/2014 11:00:47 AM		\$92.32
Total Wilcox & Flegel Oil Co.			\$1,048.62
William R. Penoyar, Attorney at Law 37299	2014 - December - First meeting		
	Invoice - 12/2/2014 4:23:59 PM		
	001-000-000-512-50-40-03	Municipal Court Services	\$412.00
Total 37299	Total Invoice - 12/2/2014 4:23:59 PM		\$412.00
Total William R. Penoyar, Attorney at Law			\$412.00
Grand Total	Vendor Count	53	\$92,770.89

Long Beach Police

P.O. Box 795
Long Beach, WA 98631

lbpdchief@centurytel.net

Phone 360-642-2911
Fax 360-642-5273

12-01-14

Page 1 of 2

To: Mayor Cassinelli and Ilwaco City Council

From: Chief Flint R. Wright

Ref.: Monthly Report for November 2014

During the month of November the Long Beach Police Department handled the following cases and calls:

Long Beach

640 Total Incidents

Aid Call Assists: 0

Alarms: 16

Animal Complaints: 9

Assaults: 5

Assists: 41

(Includes 15 Law Enforcement Agency Assists Outside City Boundaries)

Burglaries: 2

Disturbance: 18

Drug Inv.: 4

Fire Call Assists: 3

Follow Up: 121

Found/Lost Property: 8

Harassment: 18

Malicious Mischief: 2

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 1

Prowler: 3

Runaway: 3

Security Checks: 168

Suspicious: 36

Thefts: 10

Traffic Accidents: 2

Traffic Complaints: 19

Traffic Tickets: 17

Traffic Warnings: 93

Trespass: 7

Warrant Contacts: 25

Welfare Checks: 9

Ilwaco

426 Total Incidents

Aid Call Assists: 0

Alarms: 17

Animal Complaints: 5

Assaults: 2

Assists: 28

Burglaries: 2

Disturbance: 9

Drug Inv.: 3

Fire Call Assists: 0

Follow Up: 46

Found/Lost Property: 3

Harassment: 2

Malicious Mischief: 1

MIP – Alcohol: 0

MIP – Tobacco: 0

Missing Person: 1

Prowler: 1

Runaway: 0

Security Checks: 236

Suspicious: 15

Thefts: 1

Traffic Accidents: 1

Traffic Complaints: 10

Traffic Tickets: 4

Traffic Warnings: 25

Trespass: 4

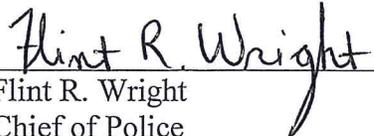
Warrant Contacts: 6

Welfare Checks: 4

Monthly Report Continued:

Page 2 of 2

I have nothing, nada, zip, zero, zilch or didley squat to report.



Flint R. Wright
Chief of Police

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 11/24/14 Council Business Item: 12/8/14
- B. Issue/Topic: **2014 Second Budget Amendment Ordinance**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. Total revenues plus prior year carryover or total expenditures plus end of year carryover must be stated in the budget ordinance. If the amount is exceeded, the city could be issued a finding by the state auditor's office. Because of this requirement, appropriations must be at or more than what is anticipated to occur.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. A budget amendment has been created to illustrate the necessary changes to the budget for unforeseen revenues and expenditures that have been incurred or projected since the last budget amendment in May 2014.
2. Since the council last reviewed the budget amendment, the city has been advised of an additional \$60,000 of revenues from Pacific County that will be distributed in December to the Street fund. These funds are motor vehicle fuel tax the county receives from the state related to the funding of road projects. The county is required to distribute a portion to the cities within the county.
- F. Impacts:
1. Fiscal:
2. Legal:
3. Personnel:
4. Service/Delivery:
- G. Time Constraints/Due Dates: Must be in place before year end
- H. Proposed Motion: **I move that the council adopt the 2014 second budget amendment ordinance as presented.**

**CITY OF ILWACO
ORDINANCE NO. XXX**

**AN ORDINANCE AMENDING THE 2014 BUDGET OF THE CITY OF
ILWACO, WASHINGTON AS ADOPTED BY ORDINANCE #822 AND
AMENDED BY ORDINANCE #827**

WHEREAS, the City of Ilwaco adopted the 2014 budget in final form by Ordinance #822 on November 25, 2013 and amended it on May 27th, 2014 by Ordinance #827; and

WHEREAS, subsequent thereto it has become necessary for the city to amend said ordinance because of revenues and council approved unbudgeted expenditures of same; and

WHEREAS, the city is desirous of amending its budget pursuant to RCW 35A.33.090.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES ORDAIN AS FOLLOWS:**

Section 1. The following accounts contained in the 2014 Budget are hereby amended as follows:

General Fund - #001

Increase in tax collections.

Streets Fund - #101

Increase in grant funds and fuel tax.

Tourism - #104

No change.

Excise Reserve #301

Increase in tax collection.

Water Fund - #401

Increase in water sold.

Water/Sewer Bond Redemption Fund - #403

No change.

Water/Sewer Bond Reserve Fund - #404

No change.

Stormwater Fund - #408

Adjust for additional fee collection.

Sewer Fund - #409

Decrease in anticipated revenues.

Section 2. The budget for the year 2014 is amended to provide for the changes as outlined above and as set forth in Exhibit A attached hereto.

Section 3. The city clerk is hereby directed to transmit this supplemental budget to the State Auditor's Office and to the Association of Washington Cities.

Section 4. Effective Date. This Ordinance takes effect and is in full force five (5) days after its passage, approval and publication of an approved summary of the title as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 8TH DAY OF DECEMBER, 2014.

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Deputy City Clerk

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED: December xx, 2014

EFFECTIVE: December xx, 2014

**BUDGET AMENDMENT FOR 2014
CITY OF ILWACO
EXHIBIT "A" of Ordinance #xxx**

<u>City of Ilwaco Funds</u>	<u>Original Appropriation</u>	<u>Amendment #1</u>	<u>Amendment #2</u>	variance
General Fund	1,084,868	1,110,509	1,147,998	(37,489)
Street Fund	765,530	797,253	870,549	(73,296)
Tourism Fund	87,047	88,376	88,376	-
Excise Reserve Fund	27,630	25,296	26,296	(1,000)
Water Fund	2,598,043	2,638,656	2,775,129	(136,473)
Water/Sewer Bond Redemption Fund	477,046	477,046	477,046	-
Water/Sewer Bond Reserve	347,732	347,732	347,732	-
Stormwater Fund	83,406	80,955	85,955	(5,000)
Sewer Fund	1,831,497	1,839,870	1,745,267	94,603
Total Appropriations	<u>7,302,798</u>	<u>7,405,693</u>	<u>7,564,348</u>	<u>(158,655)</u>

City of Ilwaco Budget - 2014									
	1/1/2014						12/31/2014		
<i>Fund</i>	<i>Beginning Balance</i>	<i>Revenues</i>	<i>Operations</i>	<i>Capital</i>	<i>Debt Svcs</i>	<i>Margin</i>	<i>Ending Balance</i>	<i>Desired Reserve</i>	<i>Surplus (shortfall)</i>
001 General	171,633	976,365	(806,940)	-	(145,488)	23,938	195,571	208,588	(13,018)
101 Streets	41,301	829,248	(74,759)	(701,500)	-	52,989	94,290	39,259	55,031
104 Tourism	58,246	30,130	(65,789)	-	-	(35,659)	22,587	10,000	12,587
301 Excise Reserve	16,296	10,000	(14,000)	-	-	(4,000)	12,296	23,630	(11,334)
401 Water	115,329	2,659,800	(541,067)	(1,761,500)	(62,662)	294,570	409,899	163,300	246,599
403 Bond Redemption	-	477,046	(477,046)	-	-	0	0	-	0
404 Bond Reserve	327,179	20,553	-	-	-	20,553	347,731	418,725	(70,994)
408 Stormwater	8,955	77,000	(43,332)	-	(31,503)	2,165	11,120	24,354	(13,234)
409 Sewer	351,442	1,393,825	(474,040)	(438,500)	(495,037)	(13,752)	337,690	418,709	(81,018)
Total Fund Balance	1,090,381						1,431,184	1,306,566	124,619
Capital projects for 2014:	<u>General/Streets Funds</u>		<u>Water Fund</u>		<u>Wastewater Fund</u>				
	Playground timbers		Paint Steel Reservoir		Effluent pmps				
	City hall roof/ramp		Misc Short Lived Assets: Water		Mary Ann Sewer				
	Elizabeth Ave		New Reservoirs (1)		Nesadi				
			New Filter/Backwash basin		Roof				

001 GENERAL FUND					001 GENERAL FUND							
ESTIMATED REVENUES -					ESTIMATED EXPENDITURES -							
	2014 thru 12/2/14	2014	2014	2014		2014 thru 12/2/14	2014	2014	2014			
	ACTUAL	Original	Amended #1	Amended #2		ACTUAL	Proposed	Amended #1	Amended #2			
General Property Tax	130,637	143,500	143,500	147,000	3,500	Official Publications	4,795	2,000	2,000	2,500	500	
General Property Tax-IVFD Truck	-	-	-	-	-	Custodian	-	-	-	-	-	
Timber Tax	77	-	-	-	-	Software Support Services (Vision & IFOCUS)	5,153	3,833	3,833	5,200	1,367	- vision 2014 & 2015 remains
General Sales Tax	157,709	120,000	120,000	120,000	-	Software Upgrade	-	-	-	-	-	
General Sales Tax from special project	-	15,000	15,000	65,000	50,000	Insurance - CityHall/Shop	6,034	7,362	7,362	7,362	-	
B&O Tax	68,859	58,000	58,000	75,000	17,000	Electricity - City Hall	1,630	3,000	3,000	2,000	(1,000)	
Garbage 6% Tax	15,629	13,800	13,800	15,200	1,400	Garbage Services	-	-	-	-	-	
Charter Cable 6% Tax	8,887	12,000	12,000	12,000	-	Repair & Maintenance	563	200	200	400	200	
Telephone 6% Tax	26,852	35,000	35,000	35,000	-	Miscellaneous	-	100	100	100	-	
Electric 6% Tax	70,098	75,000	75,000	75,000	-	Mayor/Council Salaries	18,000	18,000	18,000	18,000	-	
Water Utility Tax	57,377	53,797	53,797	63,000	9,203	Mayor/Council Benefits	1,940	2,235	2,235	2,235	-	
Fire Hydrant Fee	98	-	-	-	-	Travel/Meals/Lodging	130	-	500	500	-	
Sewer Utility Tax	42,033	49,455	49,455	49,455	-	City Water-Museum	-	-	-	-	-	
Stormwater Utility Tax	4269	4,320	4,320	4,320	-	City Sewer-Museum	398	1,890	1,890	1,000	(890) *	
Leasehold Excise Tax	22,998	20,000	20,000	30,000	10,000	City Water - City Hall	516	432	432	500	68	
Gambling Tax	661	1,000	1,000	1,000	-	City Sewer - City Hall	772	1,440	1,440	850	(590) *	
TOTAL	606,184	600,872	600,872	691,975	91,103	City Storm Drainage	251	300	300	300	-	
LICENSES & PERMITS						Miscellaneous	-	4,000	4,000	-	(4,000)	
Business License	33,980	37,000	37,000	37,000	-	Election Costs	7,495	6,000	6,000	7,500	1,500	
Building Permit Fees	6,153	7,560	7,560	7,560	-	Court - Remit to state	2,952	3,500	3,500	3,500	-	
TOTAL	40,133	44,560	44,560	44,560	-	Municipal Court Services	15,615	17,250	17,250	17,250	-	
INTERGOVERNMENTAL REVENUE						Administrative Salaries	36,015	38,954	40,054	40,054	-	
PUD Privilege Tax	8,626	9,000	9,000	9,000	-	Administrative Benefits	11,624	11,388	11,569	11,569	-	
FEMA Grant	-	-	-	-	-	Office & Operating	5,500	6,020	6,020	6,020	-	planters
DOE Aquatic Weed Grant	1,514	39,000	39,000	39,000	-	Small Tools & Equipment	-	3,500	3,500	-	(3,500)	pc's
Shoreline Master Plan	23,032	125,000	100,000	40,000	(60,000)	Professional Services	3,421	-	-	-	-	
PCOG for Fire Station	25,000	25,000	25,000	25,000	-	Communication	3,672	4,080	4,080	4,080	-	
PCOG - Comm Bldg	18,979	18,979	18,979	18,979	-	Travel/Meals/Lodging	708	1,000	1,000	1,000	-	
TOTAL	77,151	216,979	191,979	131,979	(60,000)	Planning Secretary	-	-	-	-	-	
STATE ENTITLEMENTS						Insurance - Comm Bldg	-	-	-	-	-	
Sales & Use Equalization	-	-	-	-	-	Electricity	-	-	-	-	-	
Criminal Justice High Crime	-	-	-	-	-	Garbage Services	3,189	3,049	3,049	3,049	-	includes city recycling container
Criminal Justice Low Population	1,028	500	500	1,500	1,000	Ongoing Education	580	1,500	1,500	1,500	-	
Criminal Justice DCD Area 3	-	-	-	-	-	Audit Costs	6,768	8,000	8,000	8,000	-	
Criminal Justice DCD#4	1,544	1,500	1,500	2,000	500	Training	580	-	-	-	-	
Criminal Justice Spec. Programs	896	795	795	900	105	Web Page	4,023	1,500	1,500	4,000	2,500	
DUII Cities	169	200	200	200	-	Legal Services	21,426	15,000	15,000	23,000	8,000	
Liquor Excise Tax	1,143	1,119	1,119	1,200	81	AWC Dues	465	720	720	720	-	
Liquor Board Profits	6,889	8,357	8,357	8,357	-	Pacific Council of Governments	1,500	1,500	1,500	1,500	-	
TOTAL	11,669	12,470	12,470	14,157	1,686	Pacific County EDC	500	500	500	500	-	
CHARGES FOR SERVICES						Archive Imaging	-	-	-	-	-	
Photocopying	20	100	100	100	-	TOTAL	166,215	168,254	170,035	174,190	4,155	
Fire Protection Services	4,978	2,000	2,000	5,000	3,000	LAW ENFORCEMENT						
Planning Application Fees/land use	5,627	5,000	5,000	5,000	-	Law Enforcement	167,878	183,132	183,140	183,140	-	15872.158 /mo
TOTAL	10,625	7,100	7,100	10,100	3,000	TOTAL	167,878	183,132	183,140	183,140	-	
FINES AND FORFEITS						FIRE DEPARTMENT						
Municipal Court Fines	7,154	5,000	5,000	5,000	-	Salaries & Wages	15,399	14,987	14,963	14,963	-	
City-Crime Victims	48	100	100	100	-	Benefits	9,228	9,252	9,248	9,248	-	
						Board of Volunteer Firemen	120	2,100	2,100	2,100	-	
						Life & Disability Insurance	4,318	3,600	3,600	3,600	-	
						Operating Expenses	9,089	10,730	10,730	10,730	-	add ladder test 250, planters 480
						Gasoline	616	1,600	1,600	1,600	-	
						Small Tools & Equipment	-	3,418	3,418	3,418	-	heart defib batteries, EMS supplies, masks, wren
						Training/Attendance	930	10,650	10,650	10,650	-	

001 GENERAL FUND					001 GENERAL FUND				
ESTIMATED REVENUES -					ESTIMATED EXPENDITURES -				
	2014 thru 12/2/14	2014	2014	2014		2014 thru 12/2/14	2014	2014	2014
	ACTUAL	Original	Amended #1	Amended #2		ACTUAL	Proposed	Amended #1	Amended #2
TOTAL	7,202	5,100	5,100	5,100	-	Professional Service - inoculations (pd w/grant)	-	-	-
MISCELLANEOUS REVENUE					-	Communication	5,234	4,440	4,440
Interest Earnings	140				-	Insurance	7,566	9,540	9,540
Interest on Sales Tax	153	40	40	40	-	Malpractice Insurance	-	-	-
Park Donations	2,500	-	-	-	-	Electricity	6,057	6,000	6,000
					-	Water	1,925	1,500	1,900
Community Building Rents	4,304	1,250	3,250	3,250	-	Sewer	3,076	2,904	2,904
Community Building Electricity	12,729	11,500	11,500	13,000	1,500	Storm Drainage	611	500	600
Black Lake Fishing Derby Donations	4,997	4,800	4,800	5,000	200	Repairs & Maintenance	2,319	9,400	9,400
Other	275	2,400	2,400	2,400	-	Misc.	9	4,400	4,400
TOTAL	25,098	19,990	21,990	23,690	1,700	TOTAL	66,498	95,022	95,493
						OTHER SERVICES			
						Postage Meter Rental	1,449	1,452	1,452
						Correctional Institution	3,387	3,500	3,500
						Juvenile Facility	-	50	50
						Emergency Services	5,298	5,753	5,753
						Dispatch Services	22,434	24,608	24,608
						Drug Task Force	-	-	-
						TOTAL	32,568	35,363	35,363
NON REVENUES						PHYSICAL ENVIRONMENT			
Trauma Care	141	170	170	170	-	Air Pollution Control	423	502	502
Auto Theft	270	220	220	220	-	Planner Services	42,780	10,000	15,000
Brain Trauma	49.5	40	40	40	-	Planner Services-SMP	35,000	125,000	100,000
State Portion	1,176	1,300	1,300	1,300	-	Alcohol Program 2%	144	250	250
State 30% PSEA	647	700	700	700	-	Festival Banners	-	-	-
Misc. Cash	0	-	-	-	-	Black Lake Fishing Derby	4,201	4,800	4,800
JIS Account	525	225	225	225	-	TOTAL	82,548	140,552	120,552
Transfer in from 101 - Bldg. Rental	11,500	11,500	11,500	11,500	-	Comm Bldg Other Water	-	-	-
Transfer in from Tourism	2,500	2,500	2,500	2,500	-	Comm Bldg Other Sewer	-	-	-
Transfer in from 401 - Bldg Rental	12,375	12,375	12,375	12,375	-	Comm Bldg Other Electric	4,258	6,221	6,221
Transfer in from 409-Bldg Rental	7,500	7,500	7,500	7,500	-	Comm Bldg Other Mntc	13	1,000	1,000
Transfer in from 408 - boom mower	500	500	500	500	-	Comm Bldg - Insurance	8,644	9,120	9,120
Sale of Scrap	5382.5	-	-	-	-	Miscellaneous	-	1,000	1,000
Transfer in from 409 boom mower	2875	2875	2875	2875	-				
Transfer in from 101 boom mower					-				
Transfer in from 409- public restrooms	9,900	9,900	9,900	9,900	-				
Transfer from Excise Rvs for shop roof					-				
Transfer in from 408 Bld Rental	5000	5,000	5,000	5,000	-				
TOTAL	60,340	54,805	54,805	54,805	37,489				
GRAND TOTAL ALL REVENUES	838,402	961,876	938,876	976,365		LIBRARY			
						Custodian	3,744	3,900	3,900
						Insurance	-	1,781	1,781
						Electricity	6,863	6,500	6,500
						City Water	1,558	1,200	1,600
						City Sewer	2,345	1,140	2,500
						Storm Drainage	98	100	100
						Repairs & Maintenance	2,914	500	3,000
						Miscellaneous	69	100	100
						TOTAL	17,591	15,221	19,481
						PARK			
						Salaries & Wages	25,113	31,246	26,222
						Benefits	9,361	12,822	11,965
						Office & Operating	7,101	4,500	6,500
						Aquatic Weed Treatment	1,395	39,000	39,000
						Small Tools & Equipment	12,775	12,200	12,800
						Electricity	1,024	3,046	2,000
						City Water	2,474	1,681	2,400

001 GENERAL FUND						001 GENERAL FUND					
ESTIMATED REVENUES -						ESTIMATED EXPENDITURES -					
	2014 thru 12/2/14 ACTUAL	2014 Original	2014 Amended #1	2014 Amended #2		2014 thru 12/2/14 ACTUAL	2014 Proposed	2014 Amended #1	2014 Amended #2		
						City Sewer	2,158	2,280	2,280	2,300	20
						Storm Drainage	1,503	1,500	1,500	-	
						Insurance	1,820	2,294	2,294	2,294	-
						Repairs & Maintenance	6,005	8,500	8,500	8,500	- playground d timbers
						Vehicle Purchase	10,465	-	5,000	10,500	5,500
						Trail maintenance	-	-	-	-	gravel, dumpsters, DNR work
						Miscellaneous including planters	776	3,000	3,000	3,000	-
						TOTAL	81,970	122,069	121,189	128,982	7,793
						LOAN REPAYMENT					
						Boom mower	12,169	12,500	12,500	12,500	- 2014 thru 2018
						USDA 97-09 Principal	9,115	18,446	18,446	18,446	- 2021
						USDA 97-09 Interest	4,149	8,082	8,082	8,082	- 2021
						Bond Pmt - Principle	40,176	35,479	35,479	35,479	- 2024
						Bond Pmt - Interest	37,257	41,953	41,953	41,953	- 2024
						Bank of Pacific - Community Building - Prin	17,502	15,676	15,676	15,676	- 2024
						Bank of Pacific - Community Building - Int	11,525	13,351	13,351	13,351	- 2024
						TOTAL	131,893	145,488	145,488	145,488	-
						CAPITAL EXPENDITURES					
						Government Facility (city hall roof and upgrades/shop door)	23,544	27,400	27,400	27,400	-
						Administrative Equipment	1,589	-	-	-	-
						Fire Hydrant	-	5,000	5,000	5,000	-
						Fire Truck & Equipment	-	-	-	-	-
						Parks vehicle	-	-	-	25,000	25,000 trac-hoe
						Loan Paydown	-	-	-	-	-
						Long Beach Police Subgrant	-	-	-	-	-
						TOTAL	25,133	32,400	32,400	57,400	25,000
						GRAND TOTAL	785,208	954,840	935,720	952,428	16,708
						2014 Reserve Contribution /(Depletion)	53,194	7,036	3,156	23,938	20,781
Reserve Analysis											
	original	amended #1	amended #2	variance							
CARRYOVER FROM PRIOR YEAR	122,992	171,633	171,633	48,641							
	-	-	-	-							
2014 Reserve Contribution /(Depletion)	7,036	3,156	23,938	(3,880)							
CARRYOVER TO NEXT YEAR	130,028	174,789	195,571	44,761							
<i>Future requirements of reserves:</i>											
Project Manager 2013 pmt	-										
AWC pmts	37,500										
Emergency Reserves	50,000										
	-										
Fire Hydrant	-										
Parks Projects -donations	2,859										
Operating Reserve @12.5%	82,229										
Equipment Reserve including Fire	36,000										
Desired Reserves	208,588										
Reserve (shortfall)	(13,018)	(0.06)									

2014 Budget - City of Ilwaco													
101 STREET FUND													
ESTIMATED REVENUES -						ESTIMATED EXPENDITURES							
	2014 thru 12/3/14	2014	2014	2014		2014 thru 12/3/14	2014	2014	2014				
	ACTUAL	Original	Amended #1	Amended #2		ACTUAL	Original	Amended #1	Amended #2				
General Property Tax	55,987	\$61,500	\$61,500	\$65,000	\$3,500	Salaries & Wages	0.85	31,074	36,728	\$32,541	\$32,541	\$0	
Motor Vehicle Fuel Tax	17,686	\$19,176	\$19,176	\$19,176	\$0	Benefits	0.78	11,428	14,560	\$13,846	\$13,846	\$0	
MV Fuel Tax (STP Money)		\$0	\$0	\$60,000	\$60,000	Roadway Operating	-		2,000	\$2,000	\$1,000	(\$1,000)	
Port contribution to Elizabeth including PCOG	46,653	\$30,653	\$46,653	\$46,653	\$0	Roadway Equipment	0.98	1,476	1,500	\$1,500	\$1,500	\$0	
Interest	119	-	-	-	\$0	Storm Drain Operating	-		-	\$0	\$0	\$0	
TIB Fund: Sidewalks	91,964	52,035	95,299	97,099	\$1,800	Street Light Operating	1.09	6,538	6,005	\$6,005	\$6,005	\$0	
TIB Funds: Overlay		-	-	-	\$0	Traffic Operating	-		-	\$0	\$0	\$0	
TIB Funds: School Street					\$0	Ice Control Operating	1.94	1,649	850	\$850	\$850	\$0	
TIB Funds: Elizabeth Avenue	475,958	558,435	503,324	511,320	\$7,996	Street Cleaning	-		4,000	\$4,000	\$0	(\$4,000)	brushes for sweeper
Transfer from Excise Rsv (301) for TIB match	14,000	4,000	14,000	14,000	\$0	Road Side Operating	1.75	3,491	2,000	\$2,000	\$5,000	\$3,000	
Transfer from Water (401) for TIB match	16000		\$16,000	\$16,000	\$0	Office & Operating	2.96	7,404	2,500	\$4,500	\$8,000	\$3,500	
GRAND TOTAL REVENUES	\$718,367	\$725,799	\$755,952	\$29,248	\$73,296	Vehicle Purchase	-		-	\$0	\$0	\$0	
						Gas & Oil	0.50	1,487	3,000	\$3,000	\$3,000	\$0	
						Small Tools & Equipment	2.77	1,385	500	\$500	\$1,500	\$1,000	
						Safety Training	2.29	305	133	\$133	\$133	\$0	
						Admin. Maintenance	-		-	\$0	\$0	\$0	
						Web Page	-		-	\$0	\$0	\$0	
MVFT = 940 pop x 20.40						Insurance	0.81	1,117	1,384	\$1,384	\$1,384	\$0	
						Construction Equipment	-		-	\$0	\$0	\$0	
						Roadway Construction	-		-	\$0	\$0	\$0	
						Storm Drainage Supplies	-		-	\$0	\$0	\$0	
						Drainage Construction	-		-	\$0	\$0	\$0	
						Overlook Loop/Beards Hollow	-		-	\$0	\$0	\$0	
						TIB Projects - Elizabeth and water main	1.00	584,941	586,357	\$582,115	\$584,000	\$1,885	
						TIB Sidewalks	-	104,485	54,773	100,315	106,000	\$5,685	
						Chipseal	-		10,000	\$10,000	\$0	(\$10,000)	
						Transfer to 001 - Building Rental/mower	1.00	11,500	11,500	\$11,500	\$11,500	\$0	
						Reserve/Contingency	-		-	\$0	\$0	\$0	
						Miscellaneous	-		-	\$0	\$0	\$0	
										\$0	\$0	\$0	
GRAND TOTAL REVENUES	\$718,367	\$725,799	\$755,952	\$29,248		GRAND TOTAL EXPENDITURES		\$768,279	\$737,790	\$776,189	\$776,259	\$70	
						2014 Reserve Contribution /(Depletion)		(\$49,912)	(\$11,991)	(\$20,237)	\$52,988.99	\$73,226	
Reserve Analysis													
		original	amended #1	amended #2	variance								
CARRYOVER FROM PRIOR YEAR, (Beginning Balance)		\$ 39,731	\$ 41,301	\$ 41,301	\$ -								
2014 Reserve Contribution /(Depletion)		\$ (11,991)	(\$20,237)	\$52,989	\$ 73,226								
					\$ -								
CARRYOVER TO NEXT YEAR		\$ 27,740	\$ 21,064	\$ 94,290	\$ 73,226								
Desired Reserve		Rsv Distribtuion											
Emergency	\$15,000.00												
Operating	\$24,259.21		\$ 27,740										
Projects													
Equipment													
	\$39,259.21		\$ 27,740										

2014 Budget - City of Ilwaco										12/3/2014
104 TOURISM										
ESTIMATED REVENUES					ESTIMATED EXPENDITURES					
		2014 thru 12/2/14	2014	2014			2013	2014	2014	
		ACTUAL	Original	Amended			ACTUAL	Original	Amended	
Hotel-Motel Tax	0.99	29,772	30,000	\$30,000	Ilwaco Merchants Assoc.		7,500	7,500	\$7,500	
Investment Interest		27	130	\$130	Marketing Contract - Visitors Bureau					
TOTAL		29,799	30,130	\$30,130	Visitors Bureau		7,500	7,500	\$7,500	
					Fishing Derby					
					Ilwaco Musuem - insurance		4,378	5,520	\$5,520	
					Ilwaco Musuem		2,588	5,000	\$5,000	
					Visitors Bureau Bldg - City Portion		769	769	\$769	
					Banners/tourist facility mntc to Fund 001		1,250	2,500	\$2,500	
					Ilwaco Charter Association		1,000	1,000	\$1,000	
					City/Black Lake Park support		-	\$0	\$0	
					Refund of error re: State Park		0	\$36,000	\$36,000	
GRAND TOTALS ALL REVENUES		29,799	\$30,130	\$30,130	GRAND TOTAL EXPENDITURES		24,985	\$65,789	\$65,789	
					2014 Reserve Contribution /(Depletion)		4,814	(\$35,659)	(\$35,659)	
Reserve Analysis										
			original	amended						
CARRYOVER FROM PRIOR YEAR (Beginning Balance)			\$56,917	\$58,246	includes SP carryover					
Revenues		\$30,130								
Expenses		(65,789)								
2014 Reserve Contribution /(Depletion)			(\$35,659)	(\$35,659)						
CARRYOVER TO NEXT YEAR			\$21,258	\$22,587						
Ending Balance is comprised of :										
Contingency Reserve										
Desired Reserve for cashflow		10,000.00								

2014 Budget - City of Ilwaco													12/3/2014
301 EXCISE RESERVE FUND													
ESTIMATED REVENUES						ESTIMATED EXPENDITURES							
		2014 thru 12/2/14	2014	2014	2014					2014 thru 12/2/14	2014	2014	
		ACTUAL	Original	Amended #1	Amended #2	variance				ACTUAL	Original	Amended #1	
Real Estate Excise Tax	0.98	\$8,843	\$9,000	\$9,000	\$10,000	\$1,000	Elizabeth Ave Water Line			\$14,000	\$4,000	\$14,000	
							Shop roof			0	\$0	\$0	
GRAND TOTAL ALL REVENUES		8,843	\$9,000	\$9,000	\$10,000		TOTAL			\$14,000	\$4,000	\$14,000	
							GRAND TOTAL EXPENDITURES			(\$5,157)	\$4,000	\$14,000	
							2014 Reserve Contribution /(Depletion)					(\$5,000)	
Reserve Analysis													
			original	amended #1	amended #2	variance							
CARRYOVER FROM PRIOR YEAR (Beginning Balance)			\$ 18,630	\$ 16,296	\$ 16,296	\$ -							
2014 Reserve Contribution /(Depletion)			5,000	(\$5,000)	(\$4,000)	\$ 1,000							
CARRYOVER TO NEXT YEAR			23,630	11,296	12,296	\$ 1,000							

401 WATER FUND						2014 Budget - City of Ilwaco						
ESTIMATED REVENUES						ESTIMATED EXPENDITURES						
		2014 thru 12/2/14	2014	2014	2014			2014 thru 12/2/14	2014	2014	2014	
		ACTUAL	Original	Amended #1	Amended #2			ACTUAL	Original	Amended #1	Amended #2	
Water Sales	1.06	715,905	672,467	672,467	785,000	112,533	Salaries & Wages	0.91	184,223	202,004	202,761	-
TOTAL		715,905	672,467	672,467	785,000	112,533	Benefits	0.86	60,228	70,108	70,230	-
							TOTAL	0.90	244,451	272,112	272,991	-
							Operation & Maintenance	1.70	59,541	35,000	35,000	15,000
							Lab Supplies (catchup)	-	-	5,000	5,000	(5,000)
							Electrical Maintenance	0.76	9,157	12,000	12,000	10,000
							Office Supplies & Support	0.94	5,632	6,000	6,000	6,000
							Computer & Software Support	0.77	6,918	9,000	9,000	7,000
							Chemicals	1.58	50,537	32,000	32,000	50,000
Sale of Asset							Quarterly Excise Payment	1.16	39,353	33,818	33,818	39,478
Investment Interest		21,483	2,060	2,060	21,000	18,940	Annual Meter Calibrations	0.66	1,593	2,400	2,400	1,600
Water Connections		12,316	7,500	7,500	12,500	5,000	DOE Annual Permit	1.22	6,101	5,000	5,000	6,000
Other - Reservoirs/Backwash/Filter		840,534	1,710,000	1,841,300	1,841,300	-	Gasoline Products	0.70	6,984	10,000	10,000	8,000
TOTAL		874,333	1,719,560	1,850,860	1,874,800	23,940	Computer/Software Upgrade	1.08	2,133	1,966	1,966	2,133
							Small Tools & Equipment	0.43	2,163	5,000	5,000	3,000
TOTAL		1,590,238	2,392,027	2,523,327	2,659,800	136,473	TOTAL	1.21	190,112	157,184	157,184	183,211
							Professional Services	1.04	17,132	16,500	16,500	16,500
							Water line replacement	0.68	3,417	5,000	5,000	5,000
							Communications	0.95	4,297	4,500	4,500	4,500
							Travel/Meals/Lodging	0.70	1,390	2,000	2,000	1,000
							Safety Training	0.13	65	500	500	500
							Insurance	0.79	14,920	18,802	18,802	18,802
							Electricity	0.89	27,671	31,104	31,104	31,104
							Vehicle Repairs/Maint.	1.12	6,714	6,000	6,000	6,900
							Storm Drainage	0.99	557	560	560	560
							TOTAL	0.90	76,163	84,966	84,966	84,866
							TOTAL OPERATION & MAINTENANCE	0.99	510,726	514,262	515,141	541,067
							Clean Tanks	-	-	3,500	3,500	(3,500)
							Brush mower	-	-	4,500	4,500	4,500
							Paint steel reservoir	4.00	4,000	100,000	100,000	(100,000)
							Roof	-	-	30,000	30,000	(30,000)
							Equipment	0.57	22,610	40,000	40,000	23,000
							Meters	-	-	35,000	35,000	(35,000)
							Plant Improvements	0.08	1,598	20,000	28,000	(28,000)
							Vehicle	3.063	3,063	8,000	8,000	8,000
							TOTAL	0.13	31,270	233,000	249,000	35,500
							Projects	0.48	819,829	1,710,000	1,710,000	1,710,000
							Elizabeth Ave Water line design and const	16.000	16,000	16,000	16,000	16,000
							TOTAL CAPITAL EXPENDITURES	0.45	867,099	1,943,000	1,975,000	1,761,500
							LOAN REPAYMENT	-	-	-	-	-
							DWSRF Backwash Basin	-	-	3,871	3,871	(3,871)
							DWSRF Indian Creek	26.435	26,435	22,877	22,877	22,877
							DWSRF City Center	-	-	39,500	39,500	(39,500)
							PWTF-94206 Principal	1.00	3,994	3,994	3,994	3,994
							PWTF 94206 Interest	1.00	80	80	80	80
							Transfer to 001 - Building Rental/mower	1.00	12,375	12,375	12,375	12,375
							Transfer to 403 - Intertie Loan USDA 91-01	1.00	4,354	4,354	4,354	4,354
							Transfer to 403 -PWTF 04-65104-013	1.00	18,982	18,983	18,983	18,983
							TOTAL DEBT PAYMENTS	0.62	66,220	106,033	106,033	62,662
GRAND TOTALS ALL REVENUE		1,590,238	2,392,027	2,523,327	2,659,800		GRAND TOTAL EXPENDITURES	0.56	1,444,045	2,563,296	2,596,174	2,365,230
							2014 Reserve Contribution /(Depletion)		146,193	(171,268)	(72,847)	294,570

Reserve Analysis	Original	Amended #1	Amended #2	variance
CARRYOVER FROM PRIOR YEAR (Beginning Balance)	\$ 206,016	\$ 115,329	\$ 115,329	\$ (90,687)
Revenues	2,392,027			
Operational Exepnses	(620,296)			
Net Collections (Usage) from Operations Activity	\$ 1,771,731	\$ 1,902,153	\$ 2,056,070	\$ 130,421

					2014 Budget - City of Ilwaco										12/3/2014	
Reserve Including 2013 Contribution	\$ 1,977,747	\$ 2,017,481	\$ 2,171,399	\$ 39,734												
Utilization of Reserve for Capital Items - 2013	\$ (1,943,000)	\$ (1,975,000)	\$ (1,761,500)	\$ (32,000)												
RESERVE FOR FUTURE (Ending Balance)	\$ 34,747	\$ 42,481	\$ 409,899	\$ 7,734												
					Reserve Distribution based on proforma											
					2014	2015	2016	2017	2018							
2014 Ending Fund Balance	\$ 34,747	\$ 42,481			\$ 42,481	\$ 131,528	\$ 182,435	\$ 273,168	\$ 154,995							
Less:																
New Construction/Equipment Replacement							14,435	30,318								
Loan Repmt Rsv (see fund 404)																
Equipment Replacement @ 50% of next year	300	300			300	22,100	5,000	79,850	(8,005)							
Emergency Reserve	100,000	100,000			-	46,428	100,000	100,000	100,000							
Operating Reserve 12.5% of expense	63,000	63,000			42,181	63,000	63,000	63,000	63,000							
Desired Reserve	163,300	163,300			42,481	131,528	182,435	273,168	154,995							
Reserve shortfall	\$ (128,553)	\$ (120,819)														

2014 Budget - City of Ilwaco									
403 - W/S BOND REDEMPTION									
ESTIMATED REVENUES					ESTIMATED EXPENDITURES				
ESTIMATED REVENUES					ESTIMATED EXPENDITURES				
	2013	2014	2014		2013	2014	2014		
	Budget	Original	Amended		Budget	Original	Amended		
Transfer from Water Intertie Loan USDA 91-01	4,355	4,354	\$ 4,354	USDA 91-01 Principal & Interest	4,354	4,354	\$ 4,354		
Transfer From Sewer USDA 92-07	-			USDA 92-07 Principal & Interest	-				
Transfer From Sewer USDA SBR #3	-			USDA SBR #3 Principal & Interest	-				
Transfer From Sewer PWTF 97-791-007	15,086	15,086	\$ 15,086	DOE refinance (only one pmt first year)	215667	215666.7	\$ 215,667		
Transfer from Sewer DOE Sahalee		2,578	\$ 2,578	DOE First Ave	32676	32617	\$ 32,617		
Transfer from Sewer DOE Refinance (only one pmt)	215,667	215,667	\$ 215,667	DOE Sahalee		2577.54	\$ 2,578		
Transfer from Sewer for DOE First Ave	32,676	32,617	\$ 32,617	PWTF 97-791-007 Principal & Interest	15,086	15,086	\$ 15,086		
PC 13-961-054 Nesadi				PWTF 04-691-PRE-116; Phase #2- Principal	1496	1496.225	\$ 1,496		
Transfer From Sewer PWTF 04-691	1,676	1,676	\$ 1,676	PWTF 04-691-PRE-116; Phase #2- Interest	180	179.545	\$ 180		
Transfer From Sewer PWTF 05-691	25,528	25,528	\$ 25,528	PWTF 05-691-023; Phase#2 -Principal	20260	20260.485	\$ 20,260		
Transfer From Sewer SRF 94-08	104,308	104,308	\$ 104,308	PWTF 05-691-023; Phase#2 -Interest	5268	5267.725	\$ 5,268		
Transfer from Sewer PWTF 06-962-017	13,564	13,564	\$ 13,564	SRF 94-08 Principal Only	104308	104307.88	\$ 104,308		
Transfer from Sewer B of P 2008	29,647	29,648	\$ 29,648	PWTF 06-962-0017 Principal & Interest	13564	13563.72	\$ 13,564		
Transfer from Water PWTF 04-65104-013	19,152	18,983	\$ 18,983	B of P 2008 Principal & Interest	29648	29648	\$ 29,648		
Transfer from Sewer PR09-951-050	13,168	13,038	\$ 13,038	PWTF 04-65104-013	19152	18982.52	\$ 18,983		
Investment Interest	-	-	\$ -	PC 13-961-054 Nesadi					
				PR09-951-050	13168.37	13038.47	\$ 13,038		
TOTAL	\$ 474,827	\$ 477,046	\$ 477,046	TOTAL	\$ 474,827	\$ 477,046	\$ 477,046		
				2013 Reserve Contribution /(Depletion)	\$ -	\$ -	\$ -		
Reserve Analysis									
CARRYOVER FROM PRIOR YEAR									
			\$ -						
	REVENUES		\$ 477,046						
	EXPENSES		\$ (477,046)						
			\$ -						
			\$ -						
			\$ -						
CARRYOVER TO NEXT YEAR									
			\$ -						

2014 Budget - City of Ilwaco										12/3/2014
404- W/S BOND RESERVE										
ESTIMATED REVENUES					ESTIMATED EXPENDITURES					
	2013	2014	2014							
	Budget	Original	Amended							
WWTP Bond Reserve First Ave	-	12,920	12,920	+4						
WWTP Bond Reserve- L1300001	6,137	4,668	4,668	+3						
WWTP Bond Reserve-2008-BofP	2,965	2,965	2,965	+3						
TOTAL	9,102	20,553	20,553		TOTAL			\$0.00		
								2014 Reserve Contribution /(Depletion)	\$20,552.93	
Reserve Analysis										
		Original	Amended							
CARRYOVER FROM PRIOR YEAR (Beginning Balance)		\$ 327,179.00	\$ 327,178.55							
2014 Reserve Contribution /(Depletion)		\$ 20,552.93	\$ 20,552.93							
CARRYOVER TO NEXT YEAR		\$ 347,731.93	\$ 347,731.48							
								Thru 2013		
								Needed	Have	Difference
WTP Bond Reserve-1987-#91-01			Water		Ord. 541			\$ 4,500.00	\$ 4,500.00	\$ -
WWTP Bond Reserve First Ave								\$ 64,604.00		\$ 64,604.00
WWTP Bond Reserve-1999-#92-07 - transfered to L1300001			Sewer Plant		Ord. 615	141,762				\$ -
WWTP Bond Reserve-2000-#L9400008		(Seaview 39,537.90)	Sewer Plant				Seaview provides potion of annual pmt	\$ 104,307.88	\$ 104,307.88	\$ -
WWTP Bond Reserve L1300001 (refi of USDA 92-07 & 92-10)		(Seaview 59,371)	Sewer Plant & SBR #3				Seaview provides potion of annual pmt	\$ 215,666.70	\$ 196,995.00	\$ 18,671.70
WWTP Bond Reserve-2004-#92-10 - transferred to L1300001			SBR#3			61,368				\$ -
WWTP Bond Reserve-2008-BofP			PumpStations		Ord. 736			\$ 29,646.80	\$ 21,376.12	\$ 8,270.68
								\$ 418,725.38	\$ 327,179.00	\$ 91,546.38
									\$ 327,179.00	
SRF/DOE Loan #L1300001 requires 1 annual payment accrued over the first 5 years of loan.										
SRF/DOE Loan #L9400008 requires 1 annual payment accrued over the first 5 years of loan.										
USDA-RD Loan #92-07 required 1 annual payment in reserve within 10 years.										
USDA-RD Bond requires 1 annual payment in reserve within 10 years.										
	Loan #92-10									
	Loan #2008-PumpStations									

2014 Budget - City of Ilwaco														12/3/2014
408 STORMWATER FUND														
ESTIMATED REVENUES -					ESTIMATED EXPENDITURES									
		2014 thru 12/2/14	2014	2014	2014			2014 thru 12/2/14	2014	2014	2014	2014		
		ACTUAL	Original	Amended #1	Amended #2			ACTUAL	Original	Amended #1	Amended #2			
Service Charges	0.99	71,428	72,000	\$72,000	\$77,000	\$5,000	Salaries & Wages	14,068	15,729	15,066	15,066	-	-	
Interest		14	-	\$0	\$0		Benefits	4,907	5,389	5,274	5,274	-	-	
							Storm Drain Operating	6,172	8,000	8,000	8,000	-	-	
							Office & Operating	-	-	-	-	-	-	
							Excise tax	1,234	1,600	1,600	1,600	-	-	
GRAND TOTAL REVENUES		\$71,442	\$72,000	\$72,000	\$77,000		Gas & Oil	894	1,000	1,000	1,000	-	-	
							Small Tools & Equipment	587	-	-	-	-	-	
							Safety Training	-	-	-	-	-	-	
							Insurance	530	692	692	692	-	-	
							Software	-	600	600	600	-	-	
							Vehicle	-	-	-	-	-	-	
							Storm Drainage Supplies	-	-	-	-	-	-	
							Drainage Construction	227	5,600	5,600	5,600	-	-	
							Transfer to 001 - Building Rental/mower	5,500	5,500	5,500	5,500	-	-	
							O & M Subtotal	0.77	34,119	44,110	43,332	43,332	-	
						half	PWTF 04-691-PRE-116; Phase #2- Principal	1,496	1,496	1,496	1,496	-	-	
						half	PWTF 04-691-PRE-116; Phase #2- Interest	164	165	165	165	-	-	
						half	PWTF 05-691-023; Phase#2 -Principal	20,260	20,260	20,260	20,260	-	-	
						half	PWTF 05-691-023; Phase#2 -Interest	4,862	4,863	4,863	4,863	-	-	
							DOE #L9900038 Strmwtr - Principal	3,446	3,446	3,446	3,446	-	-	
							DOE #L9900038 Strmwtr - Interest	1,273	1,273	1,273	1,273	-	-	
							Reserve/Contingency	-	-	-	-	-	-	
							Miscellaneous	-	-	-	-	-	-	
							Debt Subtotal	1.00	31,501	31,503	\$31,503	\$31,503	-	
GRAND TOTAL REVENUES		\$71,442	\$72,000	\$72,000	\$77,000		GRAND TOTAL EXPENDITURE	0.87	65,620	75,613	\$74,835	\$74,835	-	
							2014 Reserve Contribution /(Depletion)	(\$4,473)	(\$3,613)	(\$2,835)	\$2,165	5,000		
Reserve Analysis														
			Original	Amended #1	Amended #2									
CARRYOVER FROM PRIOR YEAR (Beginning Balance)			\$ 11,406	\$ 8,955	\$ 8,955									
2014 Reserve Contribution /(Depletion)			\$ (3,613)	(\$2,835)	\$2,165									
CARRYOVER TO NEXT YEAR			\$ 7,793	\$ 6,120	\$ 11,120									

CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 11/24/14 Council Business Item: 12/08/14

B. Issue/Topic: **Insurance renewal**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. The City of Ilwaco has selected CIAW as the city's insurance provider since 2009. This is a renewal for the current plan. The coverage period is 12/1/14 to 12/1/15.

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details).

F. Impacts:

1. Fiscal: \$79,066 (overall premium and broker fee increased from \$68,433)
2. Legal:
3. Personnel:
4. Service/Delivery:

G. Planning Commission: Recommended N/A Public Hearing on

H. Staff Comments:

I. Time Constraints/Due Dates: The current policy renews beginning January 2015.

J. Proposed Motion: **I move to authorize the mayor to renew the city's insurance coverage with CIAW for the annual renewal period beginning January 1, 2015 financed through IPFS, with broker services provided by Propel Insurance.**



451 Diamond Drive | Ephrata, WA 98823

TO: CIAW Members and Brokers
FROM: CIAW Board of Directors
DATE: November 3, 2014
SUBJECT: Renewal 2014-2015

On behalf of the Cities Insurance Association of Washington (CIAW) Board of Directors, we want to thank you for your continued support and shared vision of our mission to ensure the availability of stable and affordable insurance protection for Washington's cities, fire districts, and special districts. We recognize the budgetary constraints you may be facing and are committed to providing excellent value to our membership.

As a result of loss development and changes in state funding requirements, the Board has approved a premium increase to the program. Your renewal premium is based on exposure changes and loss performance.

As the CIAW begins its 26th year, we are pleased to announce the following benefits to the membership:

- The flexibility of a Memorandum of Coverage, which meets the unique needs of public entities and is continuously improved with input from both our membership and brokers. It is reinsured by fiscally sound, A-rated insurance carriers.
- A fully-funded Aggregate Stop Loss Policy is purchased to protect your program's assets and secure future unreserved equity.
- Quality risk management services and educational trainings are available to all members at no additional cost. Visit www.ciaw.us for details.
- Competitive premium financing options are available through Imperial PFS. Please contact us for a quick, no obligation quote. Multiple payment structures are available, including options for 12 equal monthly installments or quarterly payments. Various billing options such as invoicing, coupon books, or ACH services are available, as well.

The 2014-2015 Memorandum of Coverage will reflect the removal of the blanket language for any landlord, lessor, manager or owner of premises rented to you in the definition of Insured, in an effort to reduce losses and costs related to contractual liability. These individuals and entities can be added as additional insured by endorsement upon review by Underwriting.

In order to maintain the benefit of replacement cost property valuation for all members, the Board approved a minimum building value of \$125 per square foot on all buildings currently scheduled under this threshold. Members are expected to adhere to the Board approved minimum unless adequate documentation was provided for a variance. If no variance was approved, then the location(s) have been scheduled at the minimum recommended value.

The enclosed Coverage Confirmation provides a detailed outline of your new coverage and deductibles for the 2014-2015 coverage period. Please contact Angela Eloff at aeloff@canfieldsolutions.com or 800-407-2027, ext. 246, with questions regarding your enclosed renewal documents. Any corrections or changes to exposures should be reported to our office by November 17, 2014, to allow sufficient time to finalize coverage and issue renewal certificates prior to December 1, 2014.

Please mail premiums directly to the Administration Office (Canfield), made payable to the Cities Insurance Association of Washington, prior to January 31, 2015. Any unpaid premium after February 1, 2015, will be subject to a 2% per month late fee. Please note, the State Auditor's Office does not allow the invoice for public entities to pass directly through the broker, as the billing is considered public funds. The invoice is being held five (5) days before being sent to members to allow brokers time to contact members prior to receiving their renewal e-mail.

The CIAW Board of Directors is proud to be working with qualified partners who share the philosophy of risk management, responsibility, and community within a member-owned and directed program. If you have any questions or concerns, please feel free to contact our program administrator, Canfield.

Thank you for your continued participation. We look forward to providing quality service to your entity in the future.

Sincerely,



Wes Crago, CIAW Board Chair
City Manager, City of Ephrata



Statement of Member Benefits

City of Ilwaco

In addition to the comprehensive insurance coverage you receive as a member of CIAW, you also have access to a variety of risk management tools provided to you as a value added service at no additional cost. These tools include our educational trainings delivered to your staff at your location. The following report displays the educational services your entity has received over the last year and what CIAW would charge a non-member for the equivalent services.

<i>Date</i>	<i>Service Provided</i>	<i>Number of Trainings</i>	<i>Dollar Benefit</i>
		Total	\$0.00

We are excited to see your participation in these educational trainings and look forward to providing additional risk management services in the future. We believe that on-site instruction is the perfect solution for training a few employees or launching a widespread training effort. As always, this service is available to you at no additional cost.

****Please note this is not an invoice and is for your information only. Do not pay.****



Cities Insurance Association of Washington

CITIES INSURANCE ASSOCIATION OF WASHINGTON COVERAGE CONFIRMATION

The limits and coverages shown here are brief overviews of the coverages provided by the Cities Insurance Association of Washington. The terms and conditions offered may differ from your prior policy and from what you requested in your submission. This document is not intended to be used as a direct reflection of all coverages or to replace or alter the Memorandum of Coverage in any way. All specific coverage, exclusion, and limitation questions should be referred directly to the Memorandum of Coverage and all attached endorsements. Participating companies are non-admitted, unless otherwise stated. Non-admitted companies are not regulated by the Washington State Insurance Commissioner and are not protected by the Washington State Guaranty Fund. Canfield will process all surplus lines filings on any excess and surplus lines policies, if applicable, on behalf of CIAW. The Memorandum of Coverage is subject to audit. Defense costs are inside the limits.

It is the responsibility of the broker or insured to review this document to confirm its accuracy. Companies are subject to change prior to December 1.

Member/Insured:

City of Ilwaco
PO Box 548
Ilwaco, WA 98624

Broker:

Propel Insurance - Olympia
PO Box 2007
Olympia, WA 98507

Coverage Period: 12/01/2014 to 12/01/2015

Coverage Confirmation Expiration Date: 03/01/2015 at 12:01 a.m.

Member Since: 12/31/2009

Authorized Signature:

Angela Eloff

Administered by Canfield

Coverage Confirmation

PROPERTY COVERAGE PART

Item 1. **Limit of Insurance:** Each Occurrence \$100,000,000

Real and Personal Property
(excluding Earthquake and Flood)

Item 2. **Sublimits of Insurance:**

- 1a. \$15,000,000 Sublimit for Earthquake per **occurrence** and in the annual aggregate.
- 1b. \$15,000,000 Annual **Group Aggregate** for Earthquake.
- 2a. \$15,000,000 Sublimit for **Flood** per **occurrence** and in the annual aggregate except that **covered Property** located at the time of loss in any flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following **Flood** sublimits:
 - \$1,000,000 per **occurrence** and annual aggregate
 - \$15,000,000 Annual **Group Aggregate**.
- 2b. \$15,000,000 Annual **Group Aggregate** for **Flood**.
- 3. \$1,000,000 Sublimit for combined Transit and off Premises Extension per **occurrence**.
- 4. \$5,000,000 Sublimit for combined Business Interruption and **Extra Expense** per **occurrence**.
- 5. \$1,000,000 Sublimit for Accounts Receivable per **occurrence**.
- 6. \$5,000,000 Sublimit for Rental Income per **occurrence**.
- 7. \$1,000,000 Sublimit for **Valuable Papers** per **occurrence**.
- 8. \$2,500,000 Sublimit for Additionally Acquired Property per **occurrence**.
- 9. \$250,000 Sublimit for Newly Built or Constructed Property per **occurrence**.
- 10. \$10,000,000 Sublimit for Electronic Data Processing per **occurrence**.
- 11. \$25,000 Sublimit for **Random Attack of Computer Hack or Virus** per **occurrence** and member aggregate.
- 12. \$25,000 Sublimit for **Re-keying Expense** per **occurrence** and per member aggregate.
- 13. \$1,000,000 Sublimit for **Fine Arts** per **occurrence**.
- 14. Lesser of 25% of the amount paid for direct physical loss or \$1,000,000 sublimit for Debris Removal Expense Extension per **occurrence**.
- 15. \$250,000 Sublimit for Cost of Clean Up Extension per **occurrence** and annual aggregate.
- 16. Ordinance or Law Coverage A: The building value of the undamaged portion of the building as reported in the Property Schedule on file with the **Company** per **occurrence**.
- 17. Ordinance or Law Coverage B: Demolition Cost is 25% of the building value as reported in the Property Schedule on file with the **Company** per **occurrence**.
- 18. Ordinance or Law Coverage C: Increased cost of construction is 25% of the building value as reported in the Property Schedule on file with the **Company**, subject to a combined single limit of \$10,000,000 for coverages B and C combined, per **occurrence**
- 19. \$50,000 Sublimit aggregate Temporary Safeguard of Property Extension per **occurrence**.
- 20a. \$100,000 Sublimit for **Mold** as a result of covered losses.
- 20b. \$300,000 Annual **Group Aggregate** for **Mold** as a result of covered losses.
- 21. \$100,000 Sublimit for Walkways, Roadways, Courts, and other similar paved surfaces per **occurrence**.

Item 3. **Deductible:**

Real and Personal Property **Each Occurrence \$250**

1. **\$250 per occurrence** except Earthquake, Flood and Automobile Physical Damage for Scheduled **Automobiles**.
2. **Earthquake:** The greater of 2% of the total value of all **Property** at the **Locations** suffering loss or \$50,000 loss per **occurrence**. Total value of all **Property** means the total value of all **Property** shown in the statement of values on file with the **Company** at the time of loss. A **Location** means a single street address or if no street address, single legal description.
3. **Flood:** \$25,000 each loss per **occurrence** except that **covered Property** located at the time of loss in a flood zone identified by FEMA as Zones A, AO, AH, A1 through 30, AE, A99, AR, AR/A1 through 30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1 through 30, VE, and V; or a similar high risk FEMA rating are subject to the following **Flood Deductibles:**

\$500,000 per **occurrence** applying to each building damaged, and
\$500,000 per **occurrence** applying to **Personal Property** within a building, and
\$500,000 per **occurrence** applying to all other **covered Property**.
4. **Automobile** Physical Damage for Scheduled **Automobiles** per the Schedule on file with the **Company**.
5. **Rental Vehicles** for Scheduled **Automobiles**, per **Occurrence**.

\$250 Fire Districts/Special Districts
\$1,000 Cities

Coverage #: CIAW141536297
 Insured: City of Ilwaco

Coverage Confirmation

LIABILITY COVERAGES DECLARATIONS

Item 1. Deductible:

a.	General Liability Coverage Part	Each Occurrence	\$250
b.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$1,000
c.	Miscellaneous Professional Liability Coverage Part	Each Wrongful Act	\$1,000
d.	Employee Benefits Liability Coverage Part	Per Claim	\$250
e.	Automobile Liability Coverage Part	Each Accident	See schedule
f.	Uninsured/Underinsured Motorist Coverage Part	Each Accident	\$250

Item 2. Limit of Insurance:

a.	General Liability Coverage Part	Each Occurrence	\$10,000,000
	Products and Completed Liability	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
	Sexual Abuse Sublimit	Each Occurrence	\$10,000,000
	Premises Liability Sublimit	Each Occurrence and Aggregate	\$1,000,000
	Sewer Back-up Sublimit	Each Occurrence and Aggregate	\$2,000,000
	Failure to Supply Sublimit	Each Occurrence	\$2,000,000
b.	General Liability Coverage Part	Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000
	Sexual Abuse Sublimit	Annual Aggregate	\$10,000,000
		Group Aggregate	\$30,000,000
	Failure to Supply Sublimit	Annual Aggregate	\$2,000,000
		Group Aggregate	\$50,000,000
c.	Wrongful Act Liability Coverage Part	Each Wrongful Act	\$10,000,000
	Miscellaneous Professional Liability	Each Wrongful Act	Included
d.	Wrongful Act Liability Coverage Part	Annual Aggregate	\$10,000,000
	Miscellaneous Professional Liability	Annual Aggregate	Included
		Group Aggregate	\$50,000,000
e.	Employee Benefit Liability Coverage Part	Per Claim	\$10,000,000
		Annual Aggregate	\$20,000,000
f.	Automobile Liability Coverage Part	Each Accident	\$10,000,000
	Limited Garagekeepers Sublimit	Each Accident	\$1,000,000
	Uninsured/Underinsured Motorist	Each Accident	\$1,000,000
g.	Stop Gap Employer's Liability	Each Occurrence	\$10,000,000
		Annual Aggregate	\$20,000,000
		Group Aggregate	\$50,000,000
h.	Defense Costs	Each Occurrence/ Each Wrongful Act	\$2,000,000

Item 3. Retroactive Date:

Wrongful Act Liability (including Miscellaneous Professional)	12/31/2009
Employee Benefit Liability	12/31/2009

Coverage #: CIAW141536297
Insured: City of Ilwaco

COVERAGE CONFIRMATION CRIME COVERAGE PART

Item 1. Deductible:

Crime Coverage Part:

Employee Dishonesty/Theft	Each Occurrence	\$1,000
Forgery or Alteration	Each Occurrence	\$1,000
Money and Securities	Each Occurrence	\$1,000
Computer Fraud	Each Occurrence	\$1,000
Funds Transfer	Each Occurrence	N/A

Item 2. Limit of Insurance:

Crime Coverage Part	Each Occurrence and Annual Aggregate	\$1,000,000
---------------------	---	-------------

Insuring Agreements	Sublimits of Insurance
Employee Dishonesty/Theft - Per Loss Coverage	\$1,000,000
Employee Theft - Per Employee Coverage	N/A
Forgery or Alteration	\$1,000,000
Inside the Premises - Money and Securities, Robbery or Safe Burglary of Other Property	\$75,000
Outside the Premises - Money and Securities	\$75,000
Computer Fraud	\$100,000
Funds Transfer Fraud	N/A
Money Orders Counterfeit Paper Currency	N/A
Faithful Performance	Included

Coverage #: CIAW141536297
Insured: City of Ilwaco

COVERAGE CONFIRMATION

EQUIPMENT BREAKDOWN COVERAGE PART

Item 1. Deductible:

Equipment Breakdown Coverage Part:

Cities and Special District:	One Accident	\$2,500 Combined, All Coverages
Fire Districts:	One Accident	\$500 Combined, All Coverages
All Motors and Pumps (All Member Deductible):		\$10,000

Item 2. Limit of Insurance:

Equipment Breakdown Coverage Part	One Accident	\$100,000,000
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Item 3. Sublimits of Insurance:

Property Damage:	Included
Business Income:	Included
Extra Expense:	Included
Service Interruption:	Included
Perishable Goods:	\$500,000
Data Restoration:	\$100,000
Computer Equipment:	Included
Off Premises Property Damage:	Excluded
Contingent Business Income:	Included
Demolition and ICC:	25% of building or tenant's improvements or betterments value
Ordinance or Law:	25% of building or tenant's improvements or betterments value
Expediting Expenses:	Included
CFC Refrigerants:	Included
Hazardous Substances:	\$5,000,000
Extended Period of Restoration:	30 days
Newly Acquired Locations:	Included; 365 days
Service Interruption Waiting Period:	24 hours

PARTICIPATING CARRIERS

**THE FOLLOWING CARRIERS REINSURE THE DESIGNATED PORTIONS
OF THE MOC:**

Coverage Part:	Carrier:
Property Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted) Axis Insurance Company (A+ XV) (Admitted) Great American Insurance Company of New York (A XIII) (Admitted)
General Liability Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Auto Liability Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Wrongful Acts Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Crime Coverage	Munich Reinsurance America, Inc. (A+ XV) (Admitted)
Equipment Breakdown Coverage	Hartford Steam Boiler Inspection & Insurance Company (A++ X) (Admitted)



INVOICE

Cities Insurance Association of Washington
 451 Diamond Drive
 Ephrata, WA 98823
 800.407.2027

Customer #: 36297
 Invoice Number: P36297
 Invoice Date: 11/17/2014
Invoice Total: \$71,878.18

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Coverage Information	
MOC# CIAW141536297	
Policy Effective 12/01/2014 to 12/01/2015	
Insured: City of Ilwaco	
Premium Information	
	Premium by Coverage
General Liability	\$12,039.65
Auto Liability	\$3,303.60
Property	\$43,678.86
Equipment Breakdown	\$5,302.97
Crime	\$548.10
Auto Physical Damage	\$6,278.00
UIM	\$727.00
Total	\$71,878.18

Deductibles:	
GL	\$250
Property	\$250

Due and payable 30 days from receipt.

CIAW Program Underwriter
 Angela Eloff
 509-754-2027 Ext.246
 aeloff@canfieldsolutions.com

49 STEVENSON STREET
 SUITE 1275
 SAN FRANCISCO, CA 94105
 (877)687-9826 FAX: (415)796-6156

PREMIUM FINANCE AGREEMENT

IPFS CORPORATION

A	CASH PRICE (TOTAL PREMIUMS)	\$71,878.18
B	CASH DOWN PAYMENT	\$7,187.82
C	PRINCIPAL BALANCE (A MINUS B)	\$64,690.36

AGENT (Name & Place of business) PROPEL INSURANCE	INSURED (Name & Residence or business) CITY OF IIWACO
P O BOX 2007	PO BOX 548
OLYMPIA, WA 98507 (555)555-1212 FAX:	IIWACO, WA 98624

Commercial

Account #: _____

LOAN DISCLOSURE

Quote Number: 3188303

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled
6.950%	\$2,269.61	\$64,690.36	\$66,959.97

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments	When Payments Are Due
11	\$6,087.27	Beginning: MONTHLY 01/01/2015

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service/origination fee of \$10.00. See the terms below and on the next page for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
CIAW141536297	12/01/2014	CITIES INSURANCE ASSN OF WASHINGTON CANFIELD & ASSOCIATES	PACKAGE	0.000%	12	71,878.18
Broker Fee:						\$0.00
TOTAL:						\$71,878.18

The undersigned insured directs IPFS Corporation (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s), on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement: **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but only to the extent permitted by applicable law): (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.

 Signature of Insured or Authorized Agent
 (10/11) Copyright 2011 IPFS Corporation

 DATE

 Signature of Agent

 DATE

Insured and Lender further agree that: **3. POLICY EFFECTIVE DATES:** The finance charge begins to accrue as of the earliest policy effective date.

4. AGREEMENT EFFECTIVE DATE: This Agreement shall be effective when written acceptance is mailed to the insured by Lender. **5. DEFAULT AND DELINQUENT PAYMENTS:** If any of the following happens insured will be in default: (a) a payment is not made when it is due, (b) a proceeding in bankruptcy, receivership, insolvency or similar proceeding is instituted by or against insured, or (c) insured fails to keep any promise the insured makes in this Agreement; provided, however, that, to the extent required by applicable law, insured may be held to be in default only upon the occurrence of an event described in clause (a) above. The acceptance by Lender of one or more late payments from the insured shall not estop Lender or be a waiver of the rights of Lender to exercise all of its rights hereunder or under applicable law in the event of any subsequent late payment. **6. CANCELLATION:** Lender may cancel the scheduled policies after providing at least 10 days notice of its intent to cancel or any other required statutory notice if the insured does not pay any installment according to the terms of this Agreement or transfers any of the scheduled policies to a third party and the unpaid balance due to Lender shall be immediately due and payable by the insured. Lender at its option may enforce payment of this debt without recourse to the security given to Lender. **7. CANCELLATION CHARGES:** If Lender cancels any insurance policy in accordance with the terms of this Agreement and applicable law, then the insured shall pay Lender a cancellation charge equal to \$5.00 or the maximum amount permitted by law. If cancellation occurs, the insured agrees to pay a finance charge on the outstanding indebtedness at the maximum rate authorized by applicable state law in effect on the date of cancellation until the outstanding indebtedness is paid in full or until such other date as required by law. (Not applicable in KY, NV, and VT) **8. INSUFFICIENT FUNDS (NSF) CHARGES:** If insured's check or electronic funding is dishonored for any reason, the insured will pay to Lender a fee of \$20.00 or the maximum amount permitted by law. (Not applicable in AL and KY). **9. MONEY RECEIVED AFTER CANCELLATION:** Any payments made to Lender after Lender's Notice of Cancellation of the insurance policy(ies) has been mailed may be credited to the insured's account without any obligation on the part of Lender to request reinstatement of any policy. Any money Lender receives from an insurance company shall be credited to the balance due Lender with any surplus refunded to whomever is entitled to the money. In the event that Lender does request a reinstatement of the policy(ies) on behalf of the insured, such a request does not guarantee that coverage under the policy(ies) will be reinstated or continued. Only the insurance company has authority to reinstate the policy(ies). The insured agrees that Lender has no liability to the insured if the policy(ies) is not reinstated and Lender may charge a reinstatement fee where permitted up to the maximum amount allowed by law. **10. ASSIGNMENT:** The insured agrees not to assign this Agreement or any policy listed hereon or any interest therein (except for the interest of mortgagees or loss payees), without the written consent of Lender, and that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender shall inure to the benefit of Lender's successors and assigns (and any assignees thereof). **11. INSURANCE AGENT OR BROKER:** The insured agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender; and the agent or broker named on the front of this Agreement is neither authorized by Lender to receive installment payments under this Agreement nor to make representations, orally or in writing, to the insured on Lender's behalf (except to the extent expressly required by applicable law). As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. As and where permissible by law, Lender may compensate your agent/broker for assisting in arranging the financing of your insurance premiums. If you have any questions about this compensation you should contact your agent/broker. **12. FINANCING NOT A CONDITION:** The law does not require a person to enter into a premium finance agreement as a condition of the purchase of insurance. **13. COLLECTION COSTS:** Insured agrees to pay attorney fees and other collection costs to Lender to the extent permitted by law if this Agreement is referred to an attorney or collection agency who is not a salaried employee of Lender, to collect any money insured owes under this Agreement. (Not applicable in KY) **14. LIMITATION OF LIABILITY:** The insured agrees that Lender's liability to the insured, any other person or entity for breach of any of the terms of this Agreement for the wrongful or improper exercise of any of its powers under this Agreement shall be limited to the amount of the principal balance outstanding, except in the event of Lender's gross negligence or willful misconduct (not applicable in KY). Insured recognizes and agrees that Lender is a lender only and not an insurance company and that in no event does Lender assume any liability as an insurer hereunder or otherwise. **15. CLASSIFICATION AND FORMATION OF AGREEMENT:** This Agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. Any electronic signature or electronic record may be used in the formation of this Agreement, and the signatures of the insured and agent and the record of this Agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, a facsimile or other paper or electronic record of this Agreement shall have the same legal effect as a manually signed copy. **16. REPRESENTATIONS AND WARRANTIES:** The insured represents that (a) the insured is not insolvent or presently the subject of any insolvency proceeding (or if the insured is a debtor of bankruptcy, the bankruptcy court has authorized this transaction), (b) if the insured is not an individual, that the signatory is authorized to sign this Agreement on behalf of the insured, (c) all parties responsible for payment of the premium are named and have signed this Agreement, and (d) there is no term or provision in any of the scheduled policies that would require Lender to notify or get the consent of any third party to effect cancellation of any such policy. **17. PRIVACY:** Our privacy policy may be found at <https://www.ipfs.com/Privacy.aspx>. **18. ENTIRE DOCUMENT / GOVERNING LAW:** This document is the entire Agreement between Lender and the insured and can only be changed in writing and signed by both parties except that the insured authorizes Lender to insert or correct on this Agreement, if omitted or incorrect, the insurer's name and the policy number(s). Lender is also authorized to correct patent errors and omissions in this Agreement. In the event that any provision of this Agreement is found to be illegal or unenforceable, it shall be deemed severed from the remaining provisions, which shall remain in full force and effect. The laws of the State of Washington will govern this Agreement. **19. AUTHORIZATION:** The insurance company(ies) and their agents, any intermediaries and the agent / broker named in this Agreement and their successors and assigns are hereby authorized and directed by insured to provide Lender with full and complete information regarding all financed insurance policy(ies), including without limitation the status and calculation of unearned premiums, and Lender is authorized and directed to provide such parties with full and complete information and documentation regarding the financing of such insurance policy(ies), including a copy of this Agreement and any related notices. **20. WAIVER OF SOVEREIGN IMMUNITY:** The insured expressly waives any sovereign immunity available to the insured, and agrees to be subject to the laws as set forth in this Agreement (and the jurisdiction of federal and/or state courts) for all matters relating to the collection and enforcement of amounts owed under this Agreement and the security interest in the scheduled policies granted hereby.

AGENT/BROKER REPRESENTATIONS

The agent/broker executing this agreement represents, warrants and agrees: (1) installment payments totaling \$0.00 and the down payment indicated in Box "B" on Page 1 has been received from the insured in immediately available funds, (2) the insured has received a copy of this Agreement; if the agent/broker has signed this Agreement on the insured's behalf, the insured has expressly authorized the agent/broker to sign this Agreement on its behalf or, if the insured has signed, to the best of the undersigned's knowledge and belief such signature is genuine, (3) the policies are in full force and effect and the information in the Schedule of Policies including the premium amounts is correct, (4) no direct company bill, audit, or reporting form policies or policies subject to retrospective rating or to minimum earned premium are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (5) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (6) there are no bankruptcy, receivership, or insolvency proceedings affecting the insured, (7) to hold Lender, its successors and assigns harmless against any loss or expense (including attorney fees) resulting from these representations or from errors, omissions or inaccuracies of agent/broker in preparing this Agreement, (8) to pay the down payment and any funding amounts received from Lender under this Agreement to the insurance company or general agent (less any commissions where applicable), (9) to hold in trust for Lender or its assigns any payments made or credited to the insured through or to agent/broker directly or indirectly, actually or constructively by the insurance companies and to pay the monies, as well as the unearned commissions to Lender or its assigns upon demand to satisfy the outstanding indebtedness of the insured, (10) all material information concerning the insured and the financed policies necessary for Lender to cancel such policies and receive the unearned premium has been disclosed to Lender, (11) no term or provision of any financed policy requires Lender to notify or get the consent of any third party to effect cancellation of such policy, and (12) to promptly notify Lender in writing if any information on this Agreement becomes inaccurate.



1201 Pacific Avenue
 Suite 1000
 Tacoma, WA 98402-4321
 800.499.0933

Please make checks payable and return this portion with your payment to:
Propel Insurance PO Box 2940 Tacoma, WA 98401-2940 ATTN: Accounts Receivable

----- INVOICE -----

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624

Invoice Date 11/18/14
 Invoice No. 328285
 Bill-To Code ILWACITY
 Client Code ILWACITY
 Inv Order No. 1*348188

Named Insured: City of Ilwaco

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: Propel Insurance

Effective Date	Policy Period	Coverage Description	Transaction Amount
12/01/14	12/01/14 to 12/01/15	Propel Insurance Policy No. ILWACITYBRFEE *Renewal - Fees	7,188.00
		Revised Broker Fee	
		Invoice Number: 328285 Amount Due:	7,188.00

*Premiums Due and Payable on Effective Date



Corporate Office
Accounting Division
P.O. Box 2940
Tacoma, WA 98401
800.499.0933

Fee & Commission Disclosure

The Insured agrees that the Insurance Producer named below is directly involved in the faithful performance of insurance services and duties and that such duties are performed in consideration of a Fee and, in some instances, additional Commission. The Fee has been freely negotiated and deemed reasonable by the parties per the Revised Code of Washington Insurance Commissioner's Regulation RCW 48.17.270.

The Insurance Producer may receive additional commission in the form of future incentive compensation from Munich Reinsurance Company, including contingent commissions and other awards/bonuses. Information relating to the additional commission will be provided by the Insurance Producer upon request.

Account Name: City of Ilwaco

Policy Term: 12.1.14 to 12.1.15

Insured Name (Print): Mike Cassinelli

Insured Title: Mayor

Insured Signature:

Date:

Producer Name (Print): Kris Lawrence

Producer Signature:

Date:

Fee: \$7,188.

Commission: \$-0-

Cities Insurance Association of Washington

City of Ilwaco
 PO Box 548
 Ilwaco, WA 98624
 Coverage Effective date - 12/01/2014 to 12/01/2015
 Statement of Values

Add / Delete / Change	Loc #	Prem #	Cust ID#	Street Address	City	State	County	Zip	Dept	Year	Building Value	Contents Value	BI	EE	EDP	Sq. Ft.	Stories	Const Type 1-6	PC	Occ Code	Alarm	SPK	FZ	MMI	Contents desc.	Year Wiring UD	Year Roof UD	Year Plum UD	Year HVAC UD	Year Seismic Retro UD	Desc.	Valuation Type	Current Location Total	Bldg \$/sq ft	
			1E+10	Off Wahberg Rd	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 51.4 acre	Replacement	0	0		
			1E+10	North of Water Tower	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 44.68 acre	Replacement	0	0		
			1E+10	North of Water Plant	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 80.3	Replacement	0	0		
			1E+10	Off Wahberg Rd across Water Plar	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 23.4 acre	Replacement	0	0		
			1E+10	201 Wahberg Rd	Ilwaco	WA	Pacific	98624		1988	6,556,362	250,000	0	0	0	4,900	1	1	7	Utility	n	n	X	5						201 Wahberg Rd	Replacement	6,806,362	1,338		
			1E+10	201 Wahberg Rd	Ilwaco	WA	Pacific	98624		1988	207,326	57,082	0	0	0	490	1	2	7	Utility	n	n	X	5						WTP-Ind. Crk-159,000 Gal 3.65 acre	Replacement	264,408	423		
			1E+10	South of Water Plant	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 117.1 acre	Replacement	0	0		
			1E+10	South of Water Plant	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 18.8 acre	Replacement	0	0		
			1E+10	End of Wahberg Rd	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 159.5 acre	Replacement	0	0		
			1E+10	6798 Robert Gray Dr	Ilwaco	WA	Pacific	98624		2007	0	35,000	0	0	0	16	1	3	7	Utility	n	n	X	5						Baker Bay Lift Station #1 - .15 acre (L	Replacement	35,000	0		
			1E+10	700 Block 1st Ave N	Ilwaco	WA	Pacific	98624		1978	0	44,100	0	0	0	192	1	1	7	Utility	n	n	X	5						Black Lake Interie .06 acre	Replacement	44,100	0		
			1E+10	402 1st Ave N	Ilwaco	WA	Pacific	98624		1997	28,573	0	0	0	0	140	1	3	7	Restroom	n	n	X	5						Black Lake Park Restrooms 1.25 acre	Replacement	28,573	204		
			101133	158 1st Ave N	Ilwaco	WA	Pacific	98624		2009	3,076,610	415,000	0	0	0	14,649	2	2	7	Recreation	n	n	X	6		2009	2009	2009	2009	Community Bldg-PACE Bldg & adj. P	Replacement	3,491,610	210		
			1E+10	Behind Hospital	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .20 acre	Replacement	0	0		
			101133	120 1st Ave N	Ilwaco	WA	Pacific	98624		1952	279,017	164,658	0	0	0	1,695	1	2	7	City Hall / Courthouse	n	n	X	5		2001	1980	1980	N/A	N/A	City Hall/Shop (Shop & Parking Lot, 3	Replacement	443,675	165	
			101134	Wheakdon St	Ilwaco	WA	Pacific	98624		1992	795,675	0	0	0	0	2,826	1	5	6	Water Utility	n	n	X	5						Water Tank-500,000 Gal & Adj Parce	Replacement	795,675	282		
			1E+10	102 Adelia St	Ilwaco	WA	Pacific	98624		1975	130,000	0	0	0	0	1,040	1	1	7	Utility	n	n	X	5		none	none	none	none	none	City Park Restrooms/Picnic Shelter 2	Replacement	130,000	125	
			1E+10	102 Adelia St	Ilwaco	WA	Pacific	98624		1995	0	20,000	0	0	0	0	1	1	7	Utility	n	n	X	5						City Park Playground Equipment	Replacement	20,000	0		
			1E+10	Next to Tennis Court	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .07 acre	Replacement	0	0		
			7E+10	112 Myrtle Ave SE	Ilwaco	WA	Pacific	98624		1890	157,625	5,075	0	0	0	1,281	2	1	7	Residence	n	n	X	5		N/A	N/A	N/A	N/A	N/A	Steed House .05 acre	Functional	162,700	123	
			730010	302 Lake St	Ilwaco	WA	Pacific	98624		1986	51,500	0	0	0	0	504	1	1	7	Museum	n	n	X	5		1970	1990	1970	N/A	N/A	Fire Museum and Adjacent lot .10 acre	Functional	51,500	102	
			7E+10	Corner of 2nd & Bay	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .02 acre	Replacement	0	0		
			7E+10	336 Elizabeth Ave SE	Ilwaco	WA	Pacific	98624		1997	6,087,518	120,749	0	0	0	3,828	1	3	7	Utility	n	n	1-AS	5						WWTP-1,010,000 Gallon 1.36 acre (Replacement	6,208,267	1,590		
			7E+10	Baker Bay Tidelands	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 14.6 acre	Replacement	0	0		
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .66 acre	Replacement	0	0		
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 2.6 acre	Replacement	0	0	
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .77 acre	Replacement	0	0	
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .04 acre	Replacement	0	0	
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .01 acre	Replacement	0	0	
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .13 acre	Replacement	0	0	
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land with stormwater pond 2.	Replacement	0	0	
			7E+10	Vandalia Greenbelt	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land 4.9 acre	Replacement	0	0	
			7E+10	End of Cooks Hill Rd on River	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .83 acre	Replacement	0	0		
			7E+10	East bordering City Park	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .35 acre	Replacement	0	0		
			7E+10	Wedge on corner of Sandridge & H	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .05 acre	Replacement	0	0	
			7E+10	Black Lake/Quaker St	Ilwaco	WA	Pacific	98624		1977	10,609	27,555	0	0	0	0	2,220	1	1	7	Garage/Shop	n	n	X	5		N/A	1977	N/A	N/A	N/A	Covered Picnic Area - roof only no sic	Functional	38,164	5
			7E+10	Across from Fish Tale Rd	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .45 acre	Replacement	0	0	
			7E+10	Wheakdon St NE	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land (street).92 acre	Replacement	0	0	
			7E+10	Off of E Lake St near City Park	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .11 acre	Replacement	0	0	
			7E+10	End of S Mary Ann St	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5						Vacant Land .10 acre	Replacement	0	0	

Cities Insurance Association of Washington

City of Ilwaco
PO Box 548
Ilwaco, WA 98624
Coverage Effective date - 12/01/2014 to 12/01/2015
Statement of Values

Add / Delete / Change	Loc #	Prem #	Cust ID#	Street Address	City	State	County	Zip	Dept	Year	Building Value	Contents Value	BI	EE	EDP	Sq. Ft.	Stories	Const Type 1-6	PC	Occ Code	Alarm	SPK	FZ	MMI	Contents desc.	Year Wiring UD	Year Roof UD	Year Plum UD	Year HVAC UD	Year Seismic Retro UD	Desc.	Valuation Type	Current Location Total	Blindg S/sq ft
			7E+10	Across Hwy from Cooks Rd	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5							Vacant Land .12 acre	Replacement	0	0
			7E+10	End of S Mary St	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Vacant	n	n	ANI	5							Vacant Land .28 acre	Replacement	0	0
			in easer	5 North Head Lighthouse Road	Ilwaco	WA	Pacific	98624		2004	0	35,000	0	0	0	192	0	3	7	Utility	n	n	X	5							North Head Lift Station	Replacement	35,000	0
			in easer	Tract B Whealdon	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	0	0	1	7	Utility	n	n	X	5							Trail Easement	Replacement	0	0
				301 SE Spruce St	Ilwaco	WA	Pacific	98624		2009	2,440,070	250,000	0	0	0	10,872	2	1	6	Fire	n	n	B	5							Fire Station & Parking Lot (7 Parcels)	Replacement	2,690,070	224
				Discovery Heights	Ilwaco	WA	Pacific	98624		2003	763,848	0	0	0	0	1,962	1	5	7	Utility	n	n	X	5							Glass-fused Steel Water Reservoir-4'	Replacement	763,848	389
				Discovery Heights	Ilwaco	WA	Pacific	98624		1976	0	50,000	0	0	0	192	1	3	7	Water Utility	n	n	X	5		2003	2003	2003	N/A	N/A	Water Pump House	Replacement	50,000	0
				Spring Street	Ilwaco	WA	Pacific	98624		2002	0	58,900	0	0	0	192	1	1	7	Water Utility	n	n	X	5							Water Pump Station	Replacement	58,900	0
				Spring Street	Ilwaco	WA	Pacific	98624		1976	0	5,075	0	0	0	100	1	3	7	Water Utility	n	n	X	5		1976		N/A	N/A	Water Pump Station (abandoned)	Replacement	5,075	0	
				Lakeview & 103rd	Ilwaco	WA	Pacific	98624		2005	0	44,000	0	0	0	192	1	5	7	Water Utility	n	n	X	5							WTP Pump Station	Replacement	44,000	0
				Hwy 101 & Stringtown	Ilwaco	WA	Pacific	98624		1989	0	61,888	0	0	0	240	1	1	7	Water Utility	n	n	X	5							WTP Booster Pump Station	Replacement	61,888	0
				402 1st Ave N	Ilwaco	WA	Pacific	98624		1998	24,000	0	0	0	0	320	1	2	7	Recreation	n	n	X	5							Black Lake Park Picnic Shelter	Replacement	24,000	75
				115 Lake St SE	Ilwaco	WA	Pacific	98624		1965	2,625,000	0	0	0	0	21,000	1	3	6	Museum	n	n	X	5		1970	1990	1970	1970	none	Heritage Museum & Parking Lot (10 f	Functional	2,625,000	125
				E/S of First between Spruce/Fir	Ilwaco	WA	Pacific	98624		1977	750,000	22,833	0	0	0	6,000	1	1	7	Garage/Shop	n	n	X	5		1960-70	2012	1960-70	N/A	N/A	Auto Shop	Replacement	772,833	125
				E/S of First between Spruce/Fir	Ilwaco	WA	Pacific	98624		1977	706,250	6,586	0	0	0	5,650	1	2	7	Admin	n	n	X	5		1960-70	2012	1960-70	N/A	N/A	Maintenance Shop/ PW Administrativ	Replacement	712,836	125
				201 Robert Gray Dr	Ilwaco	WA	Pacific	98624		1970	0	35,000	0	0	0	16	0	2	7	Utility	n	n	X	5							Sahaiee Lift Station (underground tan	Replacement	35,000	0
				7133 1/2 Ortelius Dr	Ilwaco	WA	Pacific	98624		2007	0	35,000	0	0	0	16	0	3	7	Utility	n	n	X	5							Baker Lift Station #2 (in easement/fun	Replacement	35,000	0
				241 Robert Gray Drive	Ilwaco	WA	Pacific	98624		2004	0	35,000	0	0	0	238	0	3	7	Utility	n	n	X	5							Cape Disappointment Lift Station	Replacement	35,000	0
				Pacific Hwy Near 167 First Ave N	Ilwaco	WA	Pacific	98624		2002	0	35,000	0	0	0	16	0	3	7	Utility	n	n	X	5							Seaview Flow Lift Station (underroun	Replacement	35,000	0
				Black Lake Trail Easement	Ilwaco	WA	Pacific	98624		2012	0	0	0	0	0	0	0	1	7	Vacant	n	n	X	5							Vacant Land/Easement	Replacement	0	0
				402 1st Ave N	Ilwaco	WA	Pacific	98624		0	0	0	0	0	0	400	1	1	7	Utility	n	n	X	5							Black Lake Memorial and Fishing Pier	Replacement	0	0
				3 Miles East/Off Chinook	Ilwaco	WA	Pacific	98624		2014	417,150	0	0	0	0					4	7	Utility	n	n	x	5		159,000 gallons		Concrete Reservoir	Replacement	417,150	0	
				Whealdon St	Ilwaco	WA	Pacific	98624		2014	803,400	0	0	0	0					5	6	Water Utility	n	n	x	5		500,000 gallons (value includes electronics)		Reservoir	Replacement	803,400	0	
											25,910,533	1,813,501	0	0	0																		27,724,034	0

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Cities Insurance Association of Washington

City of Ilwaco

PO Box 548

Ilwaco , WA 98624

Coverage Effective date - 12/01/2014 to 12/01/2015

Vehicle Schedule

Add / Delete / Change	Year	Make	Model	VIN	Value	Vehicle Type	Department	Cust ID#	A/L	Comp	Coll	AL ded	APD ded
	2005	Ford	Brush Truck	1FDAF57Y2SEA34961	51,000	Fire / Ambulance	Fire		y	y	y	\$250	\$1,000
	1988	Pierce	Fire Truck	1P9CA01EXJA040156	16,000	Fire / Ambulance	Fire		y	y	y	\$250	\$1,000
	2000	Pierce	Fire Truck	4P1CT02U2YA000910	290,000	Fire / Ambulance	Fire		y	y	y	\$250	\$1,000
	2007	Pierce Contender	Fire Truck	4P1CC01A27A007393	301,000	Fire / Ambulance	Fire		y	y	y	\$250	\$1,000
	2008	Ford	F450 Truck	1FDXW47Y28EE41963	85,000	Truck-Heavy	Fire		y	y	y	\$250	\$1,000
	1993	Ford	Ambulance	1FDKE30M2PH932317	25,000	Fire / Ambulance	Fire		y	n	n	\$250	EXCLUDED
	2003	Freightliner	Street Sweeper	1FVAB3BV83DK21730	100,000	Mobile Equipment	Streets	8	y	y	y	\$250	\$1,000
	1988	Ford	F350 Bucket Truck	2FDKF37G7JCB58370	20,000	Truck-Heavy	Utility		y	y	y	\$250	\$1,000
	2000	Chevy	Pickup	1GCEK19T0YZ340825	4,000	Light Truck	Utility		y	y	y	\$250	\$250
	2002	Towmaster	Trailer	4KNTT12182L160829	3,800	Trailer	Utility		y	n	n	\$250	EXCLUDED
	2004	Chevy	C3PU Dump Truck	1GBJC33274F215215	5,500	Truck-Heavy	Utility		y	y	y	\$250	\$1,000
	2000	Chevy	K1PU w/Tommy Lift	1GCEK19V8YE376139	5,500	Light Truck	Utility		y	y	y	\$250	\$250
	1981	Agri Built	Sludge Truck	A13119	200,000	Truck-Heavy	Wastewater		y	y	y	\$250	\$1,000
	1994	GMC	S10 Pickup	1GTCS14ZXR8531694	3,000	Light Truck	Wastewater		y	y	y	\$250	\$250
	2002	Ford	F150	1FTRF17232KC51122	15,000	Light Truck	Water		y	y	y	\$250	\$250
	2000	Dodge	Dakota	1B7GG22N7YS703559	6,000	Light Truck	Water	27	y	y	y	\$250	\$250
	2007	Eagle	Trailer w/pumps	184BU121X7A004262	18,000	Trailer			y	y	y	\$250	\$250
	1983	Ford	Vaccum Truck	1FDYR80U88DVA38154	6,000	Truck-Heavy			y	y	y	\$250	\$1,000
	2001	Dodge	Ram Pickup	3B6MC36551M559785	3,700	Light Truck		20	y	y	y	\$250	\$250
	1998	Ford	Ranger	1FTYR14UXWTA64517	2,700	Light Truck		21	y	y	y	\$250	\$250
	2014	Aluminum Boat	EZ Loader Trailer and	EWICWD689	10,000	Watercraft			y	y	y	\$250	\$1,000
	2002	Ford	Ranger	1FTYR45E32TA15906	4,900	Light Truck			y	y	y	\$250	\$250
				Total	1,176,100								

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Cities Insurance Association of Washington

City of Ilwaco

PO Box 548

Ilwaco , WA 98624

Coverage Effective date - 12/01/2014 to 12/01/2015

Misc. Equipment Schedule

Add / Delete / Change	Year	Description	Serial #	Department	ACV	Cust Id #
	1995	John Deere MDL 310D Loader/Backhoe	83DK21730	PW	50,000	6
	2001	John Deere Z Trac Mower	TA 015192	Parks/Streets	4,000	4
	2005	Scag Mower	3952	Parks/WWTP	5,000	5
	1846	Button Squirrel Tail Hook & Ladder Pumper	1846BTSTHLP		70,000	
	2008	John Deere 5603 Cub Tractor 4x4 with 20' Versa Bod	LV5603R268880		73,409	
		John Deere HX10 Rotary Cutter	W0HX10P122358		5,244	
				Total	207,653	

Doc. Sequence #: 2899696

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**CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING**

A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 11/24/14 Council Business Item: 12/8/14

B. Issue/Topic: **Resolution Updating the Six-Year Capital Facilities Plan.**

C. Sponsor(s):

1. Mike Cassinelli
- 2.

D. Background (overview of why issue is before council):

1. On February 13, 2012, the City of Ilwaco adopted a Six-year Capital Facilities Plan and updated it in December of 2012 and December of 2013. The plan helps the city in developing the financing needed for capital expenditures and the construction of public facilities, and in the application for grants and loans from state and federal programs. Some estimated project costs have been updated when compared to the associated plan (water, sewer, streets).

E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)

- 1.

F. Impacts:

1. Fiscal: While there is no fiscal impact by adopting the resolution, it will set a schedule for applying for funding for the various project listed.
2. Legal: None
3. Personnel: None
4. Service/Delivery: None

G. Planning Commission: Recommended N/A Public Hearing on

H. Staff Comments:

- 1.

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to adopt the proposed resolution updating the Capital Facilities Plan for 2015 through 2020.**

**CITY OF ILWACO
RESOLUTION NO. 201x-xx**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, ADOPTING THE
SIX-YEAR CAPITAL FACILITIES PLAN FOR THE PERIOD 2015 through 2020**

WHEREAS, capital facilities plans are helpful in planning for capital expenditures and for the construction of public facilities; and

WHEREAS, capital facilities plans aid cities in developing the needed financing for capital expenditures and the construction of public facilities, and in the application for grants and loans from state and federal programs; and

WHEREAS, it is the intention of the City Council to revise the Six-Year Capital Facilities Plan on an annual basis and ensure it agrees with other related plans; and

WHEREAS, the City Council did hold a public hearing on the review of the 2015–2020 Capital Facilities Plan on the 8th day of December, 2014; and

WHEREAS, all comments to the 2015–2020 Capital Facilities Plan for capital expenditures and construction of public facilities within its jurisdictional boundaries were considered.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

The City Council of the City of Ilwaco, Washington, approves and adopts the revised and extended Six-Year Capital Facilities Plan for the ensuing six calendar years for the period 2015 through 2020 referenced as Exhibit A and to be updated annually.

Effective Date. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN
AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF DECEMBER, 2014.**

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: December xx, 2014

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, ADOPTING THE
SIX-YEAR CAPITAL FACILITIES PLAN FOR THE PERIOD 2015 through 2020**

EXHIBIT A

CFP YEAR 2015

Department	Project Title	Cost	Funding Source(s)
City Hall	Ramp	\$ 10,000	City
Sewer	Roof/Siding	\$ 49,200	City
Sewer	Nesadi Drive Sewer Line	\$ 336,000	Public Works Trust Fund loan
Stormwater	Lakeview	\$ 49,000	City
Water	New Treatment Unit/Control	\$ 940,000	WA Jobs Now Grant – DOH
Water	Paint Steel Reservoir	\$ 100,000	City

CFP YEAR 2016

Department	Project Title	Cost	Funding Source(s)
Stormwater	Lake Street–Pearl to Advent	\$ 100,000	unknown
Stormwater	State Rt 100–across from A-1	\$ 50,000	unknown
Stormwater	Willow Street	\$ 60,000	unknown
Stormwater	Myrtle	\$ 50,000	unknown
Streets	Various sidewalks	\$ 247,650	TIB submitted
Streets	Adelia/Spruce St Cutoff	\$ 496,000	TIB submitted
Streets	Capt. Robert Gray Dr.	\$ 124,925	unknown
Parks	Discovery Trail extension	\$ 1,728,000	unknown

CFP YEAR 2017

Department	Project Title	Cost	Funding Source(s)
Sewer	Sahalee Sewer & Liftstation	\$ 2,199,280	WA Dept of Ecology
Stormwater	Klahanee Drive	\$ 20,000	unknown
Stormwater	Elizabeth Street NE	\$ 130,000	unknown
	Cedar Street NE		
Stormwater	Pearl Street NE	\$ 90,000	unknown
Streets	Hilltop School Route	\$ 506,000	unknown
Streets	Scarboro Lane Improvements	\$ 249,000	unknown
Streets	Lake Street Improvements	\$ 600,000	unknown
Water	Sahalee/Klahanee Waterline	\$ 1,270,530	PWTF submitted
Water/Sewer	SCADA Improvements	\$ 1,751,200	unknown

CFP YEAR 2018

Department	Project Title	Cost	Funding Source(s)
Stormwater	Vandalia (Baker Bay)	\$ 2,000,000	unknown
Stormwater	Brumbach retention pond	\$ unknown	unknown
Stormwater	Brumbach Avenue	\$ 35,000	unknown
Stormwater	Second Street	\$ 140,000	unknown
Streets	Pearl & Myrtle Ave	\$ 389,000	unknown
Streets	Ortelius Drive	\$ 344,000	unknown

Streets	Cooks Hill Intersection	\$ unknown	unknown
Streets	Myrtle/Ash/Eagle/ Main/Pearl	\$ 26,064	unknown
Water	Cooks Hill Rd Waterline	\$ 603,000	unknown

CFP YEAR 2019

Department	Project Title	Cost	Funding Source(s)
Streets	Whealdon Street	\$ 321,000	unknown
Streets	Reservoir Road	\$ 69,000	unknown
Water	China Hill Improvements	\$ unknown	LID
Water	Old Railroad Loop	\$ unknown	Developer

CFP YEAR 2020

Department	Project Title	Cost	Funding Source(s)
Sewer	Baker Bay	\$ 2,575,000	unknown
Streets	Vandalia Cul-de-sacs	\$ 126,000	unknown
Streets	Main Street	\$ 218,000	unknown
Water	Whealdon St Booster Station	\$ 133,000	unknown
Water	Stringtown Loop	\$ unknown	Developer

I. Time Constraints/Due Dates:

J. Proposed Motion: **I move to adopt the proposed resolution authorizing the city to participate in the Department of Ecology SRF Loan Program for the Sahalee Sewer Improvements.**

**CITY OF ILWACO
RESOLUTION NO. 201x-xx**

**A RESOLUTION OF THE CITY OF ILWACO, WASHINGTON, AUTHORIZING
RECEIPT OF STATE REVOLVING FUND (SRF) LOANS**

WHEREAS, the Department of Ecology, a Washington State agency, has established a State Revolving Fund (SRF) for providing financial assistance for the construction of water pollution control facilities; and

WHEREAS, the City of Ilwaco desires to participate in loans from said SRF; and

WHEREAS, a requirement to participate requires a resolution of the governing body authorizing the City of Ilwaco to receive SRF loans.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO,
WASHINGTON, DOES RESOLVE AS FOLLOWS:**

Section 1. The City of Ilwaco desires to participate in the SRF Loan Program for the following projects:

- a. Sahalee Sewer Improvement Project, total Department of Ecology \$2,199,280 comprised of \$540,843 grant, \$137,105 forgiven principal, and \$1,521,332 at a rate of 2.4% for 20 years.

Section 2. The City Council of the City of Ilwaco does hereby authorize the city to receive SRF loans and to take such other actions as are necessary and relevant to the SRF Loan Program.

Section 3. This resolution, being an exercise of power specifically delegated to the city legislative body, is not subject to referendum and shall take effect five (5) days after passage by the City Council.

**PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN
AUTHENTICATION OF ITS PASSAGE THIS XXTH DAY OF DECEMBER, 2014.**

Mike Cassinelli, Mayor

ATTEST:

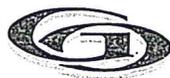
Ariel Smith, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Forner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

EFFECTIVE: December XX, 2014

**CITY OF ILWACO
CITY COUNCIL AGENDA ITEM BRIEFING**

- A. Meeting Dates: Council Workshop: Public Hearing:
Council Discussion Item: 12/8/14 Council Business Item:
- B. Issue/Topic: **Backwash Basin Project**
- C. Sponsor(s):
1. Mike Cassinelli 2.
- D. Background (overview of why issue is before council):
1. The available project funds were provided by a Department of Health Drinking Water SRF loan totaling \$99,000. Thirty percent of the loan is forgivable. The project was completed within the amount of available funds.
2. The project occurred during the fall of 2014. Affidavits have been submitted and accepted by L&I.
- E. Discussion (specific details relevant to the issue, pros/cons, alternatives and any other decision-making details)
1. Gray & Osborne has recommended the City accept the backwash basin project as complete and a final voucher has been submitted.
- F. Impacts:
1. Fiscal: A summary is provided of the costs versus funding and costs versus contracts for engineering and construction.
2. Legal: The attorney has not been requested to review.
3. Personnel: n/a
4. Service/Delivery: n/a
- G. Planning Commission: Recommended N/A Public Hearing on
- H. Staff Comments:
1. None
- I. Time Constraints/Due Dates: Retainage cannot be released until 60 days have passed from the project acceptance and releases have been authorized by the appropriate state agencies.
- J. Proposed Motion: **I move to accept the Backwash Basin project as complete and authorize the mayor to execute the Final Contract Voucher Certificate and proceed with project close out.**



Gray & Osborne, Inc.

CONSULTING ENGINEERS

November 18, 2014

Mayor Mike Cassinelli
City of Ilwaco
P.O. Box 548
Ilwaco, Washington 98624

SUBJECT: FINAL PROGRESS ESTIMATE NO. 1, PROJECT ACCEPTANCE,
AND RELEASE OF RETAINAGE, BACKWASH BASIN
IMPROVEMENTS
CITY OF ILWACO, PACIFIC COUNTY, WASHINGTON
G&O #12458.00

Dear Mayor Cassinelli:

This letter provides the City with guidance regarding the final progress estimate, accepting the project as complete, and release of the retainage.

1. FINAL PROGRESS ESTIMATE

We have enclosed the signed Final Contract Voucher and Progress Estimate No. 1, which is the final progress estimate for this project. The amount now due the contractor and the amount to be deposited in the retainage account are as follows:

<u>Amount Now Due</u>	<u>Amount to be Deposited in Retainage Account</u>	<u>Total Retainage Amount</u>
\$68,474.05	\$3,330.45	\$3,330.45

Please sign the enclosed "Final Contract Voucher" and forward a copy to the contractor and Gray & Osborne, Inc.

2. PROJECT COMPLETION ACCEPTANCE

The project has been completed in compliance with the Contract, with the exception of the contractor submitting Affidavits of Wages Paid for all contractors on the project. We therefore recommend the City accept the project as complete **after** the contractor has submitted all required Affidavits of Wage Paid forms to the City. After the contractor has submitted all required Affidavits of Wages Paid, insert the affidavit identification numbers for each subcontractor on the Notice of Completion form. Attached for your use is a draft "Notice of Completion of Public Works Contract" form. We have also e-mailed this form to you for your use.

After the City has accepted the project as complete, the City needs to forward the "Notice of Completion of Public Works Contract" form to the Washington State Department of Revenue, the Washington State Department of Labor and Industries, and the Washington State Employment Security Department.



Mayor Mike Cassinelli
November 18, 2014
Page 2

3. RELEASE OF RETAINAGE

We have also enclosed two copies of the release of retainage progress estimate for this project. One progress estimate is for the City files and the other copy should be forwarded to the contractor with the payment. The retainage should be released to the contractor contingent upon the following requirements being fulfilled:

1. Sixty days have elapsed since the date of project acceptance as indicated in the City Council meeting minutes.
2. The City receives the Washington State Department of Revenue "Certificate of Payment of State Excise Taxes by Public Works Contractor" (RCW 60.28).
3. The City receives the "Certificate of Payment of Contribution Penalties and Interest on Public Works Contract" from the Washington State Employment Security Department.
4. There are no claims or liens filed for labor and materials furnished on this Contract.
5. The City receives notification from the Washington State Department of Labor and Industries that the contractor and their subcontractors are current with payments of industrial insurance and medical aid premiums.

Please contact the undersigned if you have any questions or concerns regarding these matters.

Sincerely,

GRAY & OSBORNE, INC.

Josef Dalaeli, P.E.

JND/hhj
Encl.

cc: Mr. Bill Gunderson, Big River Excavating, Inc.
Ms. Connie Rivera, Washington State Department of Commerce

FINAL PROGRESS ESTIMATE NO. 1
OCTOBER 22, 2014

CITY OF ILWACO
 PACIFIC COUNTY
 WASHINGTON

PROGRESS ESTIMATE PERIOD
 SEPTEMBER 1, 2014 TO OCTOBER 10, 2014

PROJECT:
 CITY OF ILWACO
 BACKWASH BASIN IMPROVEMENTS REBID
 G&O JOB NUMBER #12458

CONTRACTOR:
 BIG RIVER EXCAVATING, INC.
 1050 OLNER AVENUE
 ASTORIA, OR 97105

BID ITEMS				QUANTITIES		PROJECT COSTS		PERCENT OF CONTRACT QUANTITY
NO.	DESCRIPTION	QUANTITY UNIT	UNIT PRICE	TOTAL THIS PERIOD	TOTAL TO DATE	AMOUNT THIS PERIOD	AMOUNT TO DATE	
1	Mobilization, Cleanup and Demobilization	1 LS	\$6,800.00	100.00%	100.00%	\$6,800.00	\$6,800.00	100%
2	Minor Changes	1 CALC	\$1,000.00	0.00%	0.00%	\$0.00	\$0.00	0%
3	Asphalt for Settling Basin	30 TN	\$450.00	28.1	28.1	\$12,645.00	\$12,645.00	94%
4	Excavation and Wastehaul	50 CY	\$120.00	50	50	\$6,000.00	\$6,000.00	100%
5	Unsuitable Excavation	10 CY	\$10.00	44.6	44.6	\$446.00	\$446.00	446%
6	Crushed Surfacing Top Course	50 TN	\$230.00	54.6	54.6	\$12,558.00	\$12,558.00	109%
7	Discharge Catch Basin	1 LS	\$5,200.00	100.00%	100.00%	\$5,200.00	\$5,200.00	100%
8	Sump Pumps, Variable Level Switches and Piping	2 EA	\$3,820.00	2	2	\$7,640.00	\$7,640.00	100%
9	Electrical	1 LS	\$15,320.00	100.00%	100.00%	\$15,320.00	\$15,320.00	100%
CHANGE ORDERS:								
	CO1					\$0.00	\$0.00	
	CO2					\$0.00	\$0.00	
	CO3					\$0.00	\$0.00	
	CO4					\$0.00	\$0.00	

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	PROJECT COSTS	
	AMOUNT THIS PERIOD	AMOUNT TO DATE
SUBTOTAL EARNED TO DATE	\$66,609.00	\$66,609.00
SALES TAX	7.80% \$5,195.50	\$5,195.50
MATERIALS ON HAND	\$0.00	\$0.00
TOTAL	\$71,804.50	\$71,804.50
LESS 5% RETAINED (BEFORE TAX)	\$3,330.45	\$3,330.45
TOTAL EARNED TO DATE LESS RETAINAGE		\$68,474.05

LESS AMOUNTS PREVIOUSLY PAID

TOTAL PAYMENT NOW DUE: \$68,474.05

ORIGINAL CONTRACT AMOUNT \$67,060.00
 CONTRACT PERCENTAGE TO DATE 99%

I HEREBY CERTIFY THE ABOVE ESTIMATE IS A TRUE AND CORRECT STATEMENT OF THE WORK PERFORMED UNDER THIS CONTRACT.

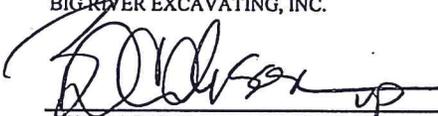
I HEREBY CERTIFY THAT THE WAGES HAVE BEEN PAID IN ACCORDANCE WITH RCW 39.12 (PREVAILING WAGES) AND THE FEDERAL DAVIS-BACON AND RELATED ACTS (DBRA).

GRAY & OSBORNE, INC.

BIG RIVER EXCAVATING, INC.



 JOSEF DAJDAANI, P.E.



 CONTRACTOR'S REPRESENTATIVE

SUMMARY AND DISTRIBUTION OF PAYMENTS

PAY EST NO.	PROGRESS ESTIMATE PERIOD DATES	TOTAL	SALES	SALES	MATERIALS ON	RETAINAGE (5%)	TOTAL
		EARNED PER PERIOD	TAX RATE	TAX AMOUNT	HAND		PAYMENT
1	SEPTEMBER 1, 2014 TO OCTOBER 10, 2014	\$66,609.00	7.80%	\$5,195.50	\$0.00	\$3,330.45	\$68,474.05
TOTAL:		\$66,609.00		\$5,195.50	\$0.00	\$3,330.45	\$68,474.05

**CITY OF ILWACO
ORDINANCE NO. XXX**

AN ORDINANCE OF THE CITY OF ILWACO, WASHINGTON REVISING DRUG AND ALCOHOL TESTING POLICY FOR EMPLOYEES WITH A COMMERCIAL DRIVERS' LICENSE.

WHEREAS, the State of Washington, and federal law requires all individuals with a Commercial Drivers' License to be in a program for random drug and alcohol testing: and

WHEREAS, the City of Ilwaco has employees with Commercial Drivers' Licenses; and

WHEREAS, the City of Ilwaco contracts with the Association of Washington Cities (AWC) to manage the random drug and alcohol testing program, and AWC has revised its policies, and

WHEREAS, the Council has determined that it is in the best interest of the City to update its policy as currently recommended by AWC.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ILWACO, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Ordinance 719 is repealed in its entirety.

Section 2. The City of Ilwaco hereby adopts the Drug and Alcohol Policy for Use with DOT regulated Employees attached hereto as Attachment A.

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

Section 4. This Ordinance or summary thereof consisting of the title shall be published in the official newspaper of the City.

Section 5. This Ordinance shall be in full force and effect five (5) days after publication of the summary consisting of the title.

PASSED BY THE CITY COUNCIL OF THE CITY OF ILWACO, AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS XX DAY OF _____, 2014

Mike Cassinelli, Mayor

ATTEST:

Ariel Smith, Treasurer

VOTE	Jensen	Karnofski	Marshall	Chambreau	Ferner	Cassinelli
Ayes						
Nays						
Abstentions						
Absent						

PUBLISHED:

EFFECTIVE:

ATTACHMENT A

CITY OF ILWACO Drug and Alcohol Policy For Use with DOT-Regulated Employees

I. PURPOSE

The City of Ilwaco is dedicated to providing quality, dependable and economical municipal services to the residents of Ilwaco. Part of our mission is to ensure that the services are delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, The City of Ilwaco declares that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, Federal regulations require that employers conduct alcohol and controlled substances testing of drivers who operate commercial motor vehicles, mechanics, and supervisors with a commercial driver's license who fill in. For the purpose of this policy, the employee will be referred to as "Driver" and the employer will be referred to as "Employer." This policy provides guidelines for circumstances under which the Federal Motor Carrier Safety Administration (FMCSA) and the United States Department of Transportation (DOT) mandated testing must be conducted. Of course, all the details of every possible situation cannot be anticipated, so the Employer reserves the right to determine the appropriate application of this policy and general employment policies to any particular case, as well as the right to waive employee payment requirements in any particular case.

This policy sets forth the City of Ilwaco alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

II. APPLICABILITY

A. Subject Employees. This drug and alcohol testing policy applies to all safety-sensitive employees (full or part time) of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of the job. Contractors performing functions for the City involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by federal regulations. Employees covered by this policy have been provided a copy of these FMCSA/DOT provisions and by signature verify that they have read and understand the policy. **Drivers should note that in addition to the required DOT regulations, they are also subject to the Employer's drug and alcohol policy and all other policies and procedures applicable to all employees.**

B. Questions. The Employer expects all Drivers to work drug and alcohol free at all times. If you have any questions about this policy, contact the City of Ilwaco Treasurer, at 360-642-3145.

C. Application of Policy Revision. This policy is a revision of City of Ilwaco Ordinance 719, and the terms stated shall apply to any employee currently undergoing treatment as well as future testing mandated by this policy, and any pre-treatment evaluation costs previously paid by a current employee undergoing treatment that are covered by this policy shall be reimbursed.

III. ADMITTED ALCOHOL AND DRUG PROBLEMS

A. Seeking Help. In some cases alcohol and drug abuse can be a result of chemical dependency that can be successfully treated with professional help. Drivers who are having problems with alcohol or drug use are encouraged to seek voluntary counseling and treatment. It is the Driver's responsibility to seek help when needed, and to do so before substance abuse causes problems on the job or results in disciplinary action.

B. Admission of Use. Drivers who admit to alcohol misuse or controlled substances use are not subject to the referral, evaluation, and treatment requirements of 49 CFR Part 382 and 40, provided that:

1. The admission is in accordance with the Employer's written established voluntary self-identification policy;
2. The Driver does not self-identify in order to avoid testing;
3. The Driver makes the admission of alcohol misuse or controlled substances use before performing a safety-sensitive function;
4. The Driver does not perform a safety-sensitive function until the Employer is satisfied that the Driver has successfully completed education or treatment requirements in accordance with the self-identification program guidelines.

C. Employer Action. Under normal circumstances, the Employer will:

1. Not take adverse action against a Driver making a voluntary admission of alcohol misuse or controlled substances use provided that the admission occurs before the Driver has been subject to disciplinary action or the use/misuse has affected job performance;
2. Allow the Driver sufficient opportunity to seek an evaluation, education or treatment to establish control over the Driver's drug or alcohol problem;
3. Permit the Driver to return to safety sensitive duties only upon successful completion of an educational or treatment program, as determined by a substance abuse professional.

IV. DEFINITIONS

"Alcohol" means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol Concentration (or Content), BAC" means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under 49 CFR Part 382.

"Alcohol Use" means the drinking or swallowing of any beverage, liquid mixture or preparation (including any medication), containing alcohol.

"Commercial Motor-Vehicle" means a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

1. Has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
2. Has a gross vehicle weight rating of 26,001 or more pounds; or
3. Is designed to transport 16 or more passengers, including the Driver; or
4. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR Part 172, subpart F).

"Controlled Substances" mean those substances identified in 49 CFR Part 40.85, as amended: marijuana, cocaine, opiates, amphetamines, and phencyclidine.

"DOT Agency" means an agency (or "operating administration") of the United States Department of Transportation administering regulations requiring alcohol and/or drug testing (14 CFR parts 61, 63, 65, 121, and 135; 49 CFR parts 199, 219, 382, and 655), in accordance with 49 CFR Part 40.

"Driver" means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer.

"Drug" has the meaning of any controlled substances, prescription, or over-the-counter medication.

"EBT (or evidential breath testing device)" means an EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL), and

identified on the CPL as conforming with the model specifications available from the National Highway Traffic Safety Administration, Office of Alcohol and State Programs.

"Employer" means an entity employing one or more employees (including an individual who is self-employed) that is subject to DOT agency regulations requiring compliance with 49 CFR Part 382. The term refers to the entity responsible for overall implementation of DOT drug and alcohol program requirements, as well as those individuals employed by the entity who take personnel actions resulting from violations of 49 CFR Part 382 and any applicable DOT agency regulations. Service agents are not employers.

"Licensed Medical Practitioner" means a person who is licensed, certified, and/or registered, in accordance with applicable Federal, State, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

"Medical Review Officer (MRO)" means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

"Performing (a safety-sensitive function)" means a Driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

"Refuse to Submit (to an alcohol or controlled substances test)" means that a covered employee:

1. Fails to show up for any test (except a pre-employment test) within a reasonable time after being directed to do so by the Employer. This includes the failure of an employee to appear for a test when called by a Consortium/Third Party Administrator);
2. Fails to remain at the testing site until the testing process is complete; provided, that an applicant who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused a test. The testing process commences once the applicant has been provided the specimen collection cup.
3. Fails to provide a urine specimen for any drug test or breath or saliva sample for an alcohol test required by 49 CFR Part 382, if the employee leaves after the testing process has commenced;
4. In the case of a directly observed or monitored collection in a drug test, fails to permit the observation or monitoring of the provision of a specimen;

5. Fails to provide a sufficient amount of urine, breath or saliva when directed, unless it has been determined, through a required medical evaluation, that there was an adequate medical explanation for the failure to provide.
6. Fails or declines to take a second test the Employer has directed following a negative dilute result as required by 40.197(b);
7. Fails to undergo an additional medical examination, as directed by the MRO as part of the verification process, or as directed by the Designated Employer Representative (DER) concerning the evaluation as part of the "shy bladder" procedures in 49 CFR Part 40, subpart I; or fails to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined in 40.265(c).
8. Fails to cooperate (e.g. refuses to empty pockets when directed by the collector, behaves in a confrontational way that disrupts the collection process, fails to wash hands after being directed to do so by the collector) or otherwise interferes with any part of the testing process.
9. Fails to sign the certification at Step 2 of the alcohol testing form (ATF).
10. Is reported by the MRO as having a verified adulterated or substituted test result.
11. For an observed collection, fails to follow the observer's instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.
12. Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
13. Admits to the collector or MRO to having adulterated or substituted the specimen.

"Safety Sensitive Function" means all time from the time a Driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

1. All time at an Employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the Driver has been relieved from duty by the Employer;
2. All time inspecting equipment as required by 49 CFR 392.7 and 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
3. All time spent at the driving controls of a commercial motor vehicle in operation;

4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
6. All time spent repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

“Substance Abuse Professional” (SAP) means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

V. PROHIBITED CONDUCT

- A. Prohibited.** The following is considered prohibited conduct under this policy:
 1. No Driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater.
 2. No Driver shall use alcohol while performing safety-sensitive functions.
 3. No Driver shall perform safety-sensitive functions within four hours after using alcohol.
 4. No Driver required to take a post-accident alcohol test under 49 CFR 382.303 shall use alcohol for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.
 5. No Driver shall refuse to submit to a post-accident, random, reasonable suspicion, or follow-up controlled substance and/or alcohol test required by 49 CFR Part 382.
 6. No Driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the Driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner, who has advised the Driver that the substance will not adversely affect the Driver's ability to safely operate a commercial motor vehicle.
 7. No Driver shall report for duty, remain on duty or perform a safety-sensitive function if the Driver tests positive for controlled substances.

B. Employer Duty. The Employer shall not permit a Driver to continue to perform safety sensitive functions if the Employer has actual knowledge of a Driver violating any of the aforementioned prohibitions.

C. Employer Knowledge. The Employer can obtain actual knowledge based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances, or an employee's admission of alcohol or controlled substances use, except as discussed in the Employer's voluntary self-identification program.

VI. OTHER RELATED ALCOHOL CONDUCT

A Driver tested under the requirements of this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be removed immediately from performing safety-sensitive functions until the start of the Driver's next regularly scheduled duty period, but not less than 24 hours following the test administration. Depending on the circumstances, an employee who is removed from service due to an alcohol concentration of 0.02 or greater but less than 0.04 may be subject to discipline.

VII. CONTROLLED SUBSTANCES AND ALCOHOL TESTING

A. Time of Testing. The Driver may be tested for controlled substances at any time during his/her work day, except for pre-employment testing, and alcohol testing will be conducted just before, during or after performing safety-sensitive functions. Submission to the controlled substance and alcohol testing described in this policy is a condition of employment with the Employer for those Drivers covered by DOT and FMCSA regulations. A refusal to submit (as described above) will constitute a violation of this policy and be grounds for termination of employment.

B. Pre-Employment Testing. Drivers applying for employment with Employer will be tested for controlled substances unless:

1. The applicant participated in a DOT testing program within the past 30 days *and*:
 - a. Has passed a DOT controlled substance test within the past six (6) months;
or
 - b. Was subject to DOT random controlled substance testing program for the previous 12 months; *and*
 - c. Has not violated any prohibitions of 49 CFR Part 382 within the past six (6) months.
2. A Driver/applicant who tests positive on a pre-employment test will not be hired, however, may be eligible to reapply for employment with the Employer after six months from the date of the positive test. In addition, an applicant who tested

positive on any DOT mandated pre-employment drug test after August 1, 2001, must provide documentation of his/her successful completion of DOT return-to-duty requirements (i.e. an evaluation by a substance abuse professional, education and/or treatment, and a negative DOT pre-employment test, all of which meet the requirements of 49 CFR Part 40). The Driver/applicant will be responsible to pay for the pre-treatment evaluation, education and/or treatment, and the subsequent pre-employment test.

C. Post-Accident: As soon as practicable following an occurrence involving a commercial motor vehicle operating on a public road in commerce,

1. Each surviving Driver shall be tested for controlled substances and alcohol if:
 - a. The Driver was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life (fatality); or
 - b. The Driver received a citation for a moving violation and the accident involved bodily injury to any person who, as a result of the accident, immediately receives medical treatment away from the scene of the accident; or
 - c. The Driver received a citation for a moving violation and the accident involved one or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.
2. A Driver may not consume alcohol for eight (8) hours following an accident that requires the DOT alcohol test. The alcohol test must be completed within two (2) hours of the accident; if not, the Driver must advise the Employer the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the accident. After eight (8) hours the attempt to test will be ceased, and the Driver must again provide the reasons for the test not being administered.
3. A controlled substances test shall be administered as soon as practicable up to 32 hours following the accident. After 32 hours the attempt to test will be ceased, and the Driver must provide the reasons for the test not being administered promptly. A Driver must remain readily available for testing, or may be deemed by the Employer to have refused to submit to testing.
4. Nothing in this policy should be construed to require the delay of necessary medical attention for the injured.

D. Random. The Employer is using a consortium/third party administrator to facilitate the random selection of Drivers and notification to the Employer of the Driver(s) selected for testing. The consortium/third party administrator is:

A WorkSAFE Service, Inc.
1696 Capitol St NE

Salem OR 97301
(503) 391-9363

Drivers will be subject to random alcohol and controlled substance testing under the following program:

1. Random selection of Drivers will be made by a scientifically valid method using a computer-based random number generator that is matched with Drivers' social security numbers.
2. Each Driver shall have an equal chance of being drawn each time selections are made.
3. Selections for testing are unannounced and reasonably spread throughout the calendar year.
4. Random selections are made to ensure testing for controlled substances is conducted at not less than the minimum annual 50% rate and alcohol is conducted at not less than the minimum annual 10% rate, or the rates as established by the FMCSA.
5. A Driver shall only be tested for alcohol just before, during, or after performing safety-sensitive functions; however, he/she may be tested for controlled substances any time while performing work for the Employer.
6. Once a Driver is notified of selection for random alcohol and/or controlled substances testing, he/she shall proceed to the test site immediately.

E. Reasonable Suspicion. Drivers will be tested for alcohol and/or controlled substances whenever the Employer has reasonable suspicion that the individual has violated any of the drug and alcohol policy (for example, if the Employer observes physical signs of drug or alcohol use, such as slurred speech, unsteady gait, dilated pupils, odor of alcohol or controlled substances, etc.; or if observed, unusual behavior suggesting the use of controlled substances or alcohol in violation of the Employer policy). Drivers required to be tested under reasonable suspicion testing will be removed from performing safety-sensitive functions pending the outcome of the test result(s) and be transported to the testing facility by the Employer.

Reasonable suspicion drug testing is authorized when the supervisor's observation of the Driver's behavior occurs any time during the workday. Reasonable suspicion alcohol testing is authorized only if the supervisor's observation of the Driver's behavior has been made during, just preceding, or just after performing any safety-sensitive function.

The alcohol test must be completed within two (2) hours of the observation; if not, the Employer must document the reasons for the delay, and shall continue to have the test conducted up to eight (8) hours following the observation. After eight (8) hours, the attempt to test will cease, and the Employer must again provide the reasons for the test not being administered.

If an alcohol test is not completed within the two (2) or eight (8) hour time periods, the Employer shall prepare and maintain on file a record stating the reasons the test was not administered within the appropriate time frames.

The Employer shall not permit a Driver to report for duty, remain on duty, perform, or continue to perform any safety-sensitive functions while the Driver is impaired by alcohol, as shown by the behavioral, speech, or performance indicators of alcohol misuse, until:

1. An alcohol test is administered and the Driver's alcohol concentration measures less than 0.02 percent; or
2. The start of the Driver's next regularly-scheduled duty period, but not less than twenty four (24) hours following the supervisor's determination that reasonable suspicion exists.

Supervisors and any Employer representative that may be expected to serve in a supervisory capacity, and who may be required to make a reasonable suspicion determination, must have received at least 60 minutes of training on the indications of probable drug use and an additional 60 minutes training on the indicators of probable alcohol misuse. Only those individuals who have received this training are qualified to make these decisions.

F. Return To Duty. No Driver found to be in violation of the Employer drug and alcohol policy will be permitted to return to duty involving safety-sensitive functions until the Driver has a verified negative controlled substances test and/or an alcohol test with a result less than 0.02 alcohol concentration. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

G. Follow-up. Any Driver in need of assistance in resolving problems associated with alcohol misuse and/or controlled substances use as identified through the evaluation by the Substance Abuse Professional will, if still employed, be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional. The Employer may perform follow-up testing for five years. All controlled substances return-to-duty tests will be conducted by same-gender direct observation. Refusing to permit an observed collection will constitute a refusal to test with the same consequences as testing positive.

VIII. FAILURE TO COOPERATE

Employees who are subject to this policy are expected to comply fully with any required testing. Failure to do so (including, for example, refusing to sign consent or refusing to test, obstructing the testing process, failing to make themselves available for a required test, failing to provide an adequate sample for testing, attempting to adulterate or substitute a specimen, or in any way tampering with a required test, failure to empty pockets or wash hands as requested by collection site personnel, refusing to permit an observed collection, possessing or wearing a prosthetic or other device that could be used to interfere with the collection process) will cause the driver to be immediately relieved from performing safety-sensitive functions, and will also be considered a violation of Employer policy that will subject the employee to discipline, up to and

including termination of employment. The Employer also reserves the right to involve law enforcement officials for any conduct that it believes might be in violation of state or federal law.

IX. TESTING PROCEDURES

A. Urine Specimen Collection. Specimen collections will be conducted in accordance with the procedures of 49 CFR Part 40, as amended. The collection procedures are designed to ensure the security and integrity of the specimen provided by each covered employee, and those procedures will strictly follow federal chain-of-custody guidelines. Moreover, every reasonable effort will be made to preserve the individual's privacy as much as possible consistent with ensuring an accurate result. Covered employees will be required to empty their pockets before providing the drug test specimen.

Under normal circumstances, the applicant or covered employee will be afforded complete privacy in the restroom for providing the urine sample. Certain situations do require the urine sample be provided under same-gender direct observation. Those situations include:

1. The temperature on the original specimen was out of range; or
2. The original specimen appeared to have been tampered with (i.e. unusual color, odor, foam, etc.); or
3. The laboratory reported to the MRO that a specimen is invalid, and the MRO reported to the Employer there was not an adequate medical explanation for the result; or
4. The MRO reported to the Employer that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed; or
5. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5mg/dL, and the MRO reported the specimen to the Employer as negative-dilute and a second collection must take place under direct observation; or
6. All return-to-duty or follow-up drug tests.

When that occurs, the donor will be required to follow the observer's instructions to raise their clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if there is any type of prosthetic or other device that could be used to interfere with the collection process.

Refusing to permit an observed collection, or possessing or wearing a prosthetic or other device that could be used to interfere with the collection process, are considered a refusal to test and will constitute a verified positive drug test result.

B. Laboratory analysis. As required by 49 CFR Part 40, only a laboratory certified by the Department of Health and Human Services (DHHS) will be retained by the Employer to

perform the analysis of the urine specimen for controlled substances. The initial screening test will be performed by immunoassay and will test for substances and at cutoff levels required by 49 CFR Part 40, as amended. All specimens identified as positive on the initial screening test will be confirmed using gas chromatography/mass spectrometry techniques at cutoff levels required by 49 CFR Part 40, as amended.

C. Breath alcohol. Testing will be conducted by a qualified technician according to 49 CFR Part 40 procedures. Either a breath or saliva test by an EBT device will be used for the testing.

X. MEDICAL REVIEW

All controlled substances test results will be reviewed by a Medical Review Officer (MRO) before results are reported to the Employer. The MRO will attempt to contact the driver to discuss the test results before reporting positive results to the Employer.

The Employer Medical Review Officer is:

Dr. C. Kirby Griffin, MD
9370 SW Greenburg Rd., Suite 200
Portland OR 97223
(877) 977-3225

XI. NNOTIFICATION OF RESULTS

The Employer will notify the affected Driver of any controlled substances test that is reported as positive by the MRO. The Employer will notify Driver-applicants of the results of pre-employment controlled substances testing if the applicant requests that information in writing within 60 days after the Employer notifies the applicant that he/she has or has not been hired.

XII. REANALYSIS OF ORIGINAL SPECIMAN

Within 72 hours of the MRO notifying the driver of a verified positive controlled substances test, an adulterated or substituted specimen, the Driver may request the reanalysis of the original specimen. Only the MRO may authorize such a reanalysis, and such a reanalysis may take place only at laboratories certified by the Department of Health and Human Services (DHHS). If the reanalysis fails to reconfirm the presence of the drug or drug metabolite, the MRO shall cancel the test. All applicants/drivers have a right to request the reanalysis of the original specimen, for which the applicant/driver will be responsible to pay.

XIII. CONFIDENTIALITY

Records required under this policy, including test results, will be maintained in a secure location with controlled access. Each Driver shall, upon written request, be entitled to receive copies of his/her own records, and to have copies of his/her records made available to any subsequent employer. Information may also be disclosed to the relevant state or federal agencies,

or in connection with judicial, administrative or related proceedings (e.g., grievances and arbitration) initiated by or on behalf of the Driver.

XIV. EVALUATION AND REFERRAL

A. Treatment. DOT regulations require that any Driver who violates the alcohol and controlled substances rules of 49 CFR Part 382 be advised of available evaluation resources and be evaluated by a Substance Abuse Professional. The Driver must complete an appropriate education and/or treatment program before being eligible to return to safety sensitive duty.

B. Test Required. Before returning to performing safety-sensitive functions for any DOT employer, the Driver must be tested for controlled substances with a verified negative controlled substances test result and/or alcohol with a test result less than 0.02 alcohol concentration. The Driver will be subject to follow-up testing of at least six tests in the first 12 months of returning to duty, and follow-up testing may continue for five years.

XV. INFORMATION ON EFFECTS AND SIGNS OF ALCOHOL AND CONTROLLED SUBSTANCE USE

DOT regulations require employers to furnish information regarding the effects of alcohol and controlled substance use, as well as the signs and symptoms of such use. Included in an appendix to this policy are fact sheets regarding alcohol and various controlled substances. Any employee who suspects a co-worker has an alcohol or drug problem may refer the co-worker to contact information for the Substance Abuse Professional identified in this policy, the City's Employee Assistance Program, if any, or to management.

XVI. CONSEQUENCES

A. Employment. Under normal circumstances, employees violating this policy or federal regulations will be suspended from performing any safety-sensitive functions with a commercial motor vehicle as defined by this policy and will be subject to disciplinary action up to and including termination of employment. Under some circumstances, however, the Employer may agree to return an employee to performing these functions following treatment and rehabilitation. When, at the Employer's discretion, an employee is returned to work, the Driver will be required to enter into a Last Chance Agreement and to submit to unannounced follow-up testing for controlled substances and/or alcohol as directed by the Substance Abuse Professional in order to continue to perform safety-sensitive functions and operate a commercial motor vehicle requiring a CDL.

B. Cost. Under normal circumstances, the employee violating this policy must pay the cost of any pre-treatment evaluation and treatment and the return-to-duty testing. The Employer medical plan, if available to the employee, may cover a portion of the associated costs. Uncovered costs of treatment are the employee's responsibility to pay. However, if the violation of policy results from a voluntary employee admission of chemical dependency, the Employer will pay the cost of any pre-treatment evaluation and return-to-duty testing.

Certificate of Receipt

I hereby certify that on the date shown below, I received and read a copy of the City of Ilwaco Drug and Alcohol Policy for Use With FMCSA/DOT-Regulated Employees, consisting of 13 pages including this Certificate of Receipt, and a copy of drug and alcohol awareness training materials. I understand and agree to comply with this policy, including any required alcohol or controlled substance testing.

Employee – print name

Employee – signature

Dated: _____

(Original to be kept in employee personnel file and employee to receive duplicate copy.)

ORDINANCE #719

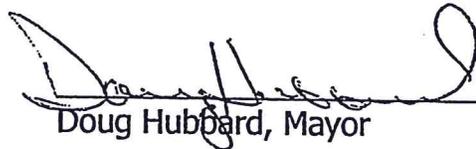
**AN ORDINANCE OF THE CITY OF ILWACO, PACIFIC COUNTY, ADOPTING
DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES FOR
EMPLOYEES WITH A COMMERCIAL DRIVERS' LICENSE.**

WHEREAS, the State of Washington requires all individuals with a Commercial Drivers' License to be in a program for random drug and alcohol testing; and

WHEREAS, the City of Ilwaco has employees with a Commercial Drivers' License;

NOW THEREFORE, the City of Ilwaco does hereby adopt the Drug and Alcohol Testing Policy and Procedures as set forth in attachments "A" and "B".

Passed this 28th day of August 2006.



Doug Hubbard, Mayor



Debra E. Gore, Clerk-Treasurer

"A"

CITY OF ILWACO

**Drug and Alcohol Testing Procedures
For Employees who Operate Commercial Vehicles**

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I. INTRODUCTION

A. Requirement to Participate in Drug and Alcohol Testing Program

The City of Ilwaco is required by U.S. Department of Transportation regulations – 49 CFR Part 40 – and administrative guidelines under the Federal Motor Carriers Safety Administration – 49 CFR Part 382 – to administer a testing program for drug and alcohol use for employees who are required to have and maintain a Commercial Driver's License to perform their job duties.

In that endeavor, the City of Ilwaco is a member of a consortium of public sector employers in Washington State, as allowed under 49 CFR Part 40, entitled the Association of Washington Cities Drug & Alcohol Testing Consortium.

B. Covered Employees

The following groups of employees are required by law to participate in the drug and alcohol testing program:

1. Regular employees who are required to operate a commercial vehicle as part of their routine job duties;
2. Temporary employees who are required to operate a commercial vehicle as part of their routine job duties;
3. Any employee who possesses a Commercial Driver's License who may at any time operate a commercial vehicle on an on-call, emergency or unscheduled basis (including supervisory employees who may be called upon at any time to operate a commercial vehicle);
4. Current employees who transfer or promote to a position requiring operation of a commercial vehicle and possession of a Commercial Driver's License;
5. Regular employees who are required to transport materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
6. A pre-employment drug test is required of all persons given a conditional job offer for a position that meets the description outlined above.

C. Designated Employer Representative (DER)

The following individual(s) have been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance:

Randy Lavold – 360-642-3357 or 360-244-3683

D. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact Lori Mossman.

The individual to contact for EAP services is:

APS Health Care
Securities Building
1904 Third Ave., Suite 633
Seattle, WA 98101
1-866-497-2858

E. Testing, Evaluation and Referral Services

The City has joined the Association of Washington Cities (AWC) Drug and Alcohol Testing Consortium for much of the administration of this program. The AWC Consortium has contracted with HealthForce Partners to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Testing Collection Site:

Testing Laboratory, as approved by the U.S. Substance Abuse & Mental Health Services Administration (SAMHSA):

LabCorp
1229 Madison Street, Suite 500
Seattle, WA 98104
(206) 386-2661

Medical Review Officer

Dr. Calvin Jones
HealthForce Partners
6720 Fort Dent Way, Suite 150
Tukwila, WA 98188
(206) 242-3651

Substance Abuse Professional

APS HealthCare
Securities Building
1904 Third Avenue, Suite 633
Seattle, WA 98101
1-866-497-2858

APS HealthCare will refer caller to a Substance Abuse Professional in the local area.

II. TESTING PROCEDURES

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs. The City of Ilwaco may not be required to administer a pre-employment controlled substances test if:

1. The driver has participated in a controlled substances program that meets the requirements of 49 CFR Part 382 within the last 30 days; and
2. While participating in that program, either:
 - a. Was tested for controlled substances within the past 6 months (from the date of application with the employer), or
 - b. Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the employer); and
3. The employer ensures that no prior employer of the driver has records of violation of this or any other US DOT agency rule within the previous 6 months.

The City of Ilwaco will be required to obtain the name and address of the prior employer's program; verify that the driver participated in the program and that the program conformed to 49 CFR Part 40; verify the date the driver was last tested for drugs and that the driver has not refused to test for drugs.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in rescinding the conditional offer of employment by the City of Ilwaco. The individual will only be eligible to re-apply for a position covered by these procedures after six months. A positive drug test result for an employee seeking to transfer to a position requiring the driving of a commercial vehicle will result in denial of the transfer and the employee will be subject to discipline as described in the Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles.

B. Random Testing

The names and social security numbers (or de-identified number) for employees covered by these procedures at the City have been included in the AWC Drug and Alcohol Testing Consortium pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by HealthForce Partners and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is 50% of the pool for drug testing and 10% of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

HealthForce Partners uses a software program called HEIDI to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing and others will be selected for both drug and alcohol testing.

Each month, HealthForce Partners will send the names of individuals selected for random testing to the appropriate consortium member contacts. If the City has any employees selected for testing, the names will be sent to the Designated Employer Representative.

Employees selected for random testing will be scheduled for a test by the Designated Employer Representative at some time during the month that the name was selected. Employees selected for alcohol testing may only be tested just before, during or after driving a commercial vehicle. Employees will not be notified until just prior to the testing.

Upon notification of selection for random testing, the employee will receive an *Employee Notification of Scheduled Drug and/or Alcohol Test* letter from the Designated Employer Representative. The employee will be asked to sign this letter and a *Testing Consent* form. The employee must present the *Employee Notification of Scheduled Drug and/or Alcohol Test* letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed directly to the collection site for testing accompanied by a supervisor or other designee.

The collection and testing procedures are outlined in Attachment B.

If an employee scheduled for an alcohol test receives a confirmed test result with a breath alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

C. Reasonable Suspicion Testing

According to the federal regulations, reasonable suspicion testing is to be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee." Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors should complete an *Impaired Behavior Incident Report Form* and, if possible, have the form signed by a witness.

If a supervisor has reasonable suspicion to believe that an employee who is on duty, about to go on duty, or just completed duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site by the supervisor for testing.

Reasonable suspicion alcohol testing may only occur just before, during or after an employee drives a commercial vehicle. If a reasonable suspicion alcohol test is not conducted within two hours of determination that it is necessary, the supervisor will prepare and maintain documentation of the reasons why it did not occur.

D. Post-Accident Testing

All employees covered by these procedures will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road which results in:

1. A fatality OR
2. The driver receives a citation under state or local law for a moving violation AND
 - a. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR

- b. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

After an accident, employees are responsible for contacting the immediate supervisor or other management personnel. If the above conditions are met, the employee must make himself or herself available for post-accident testing as soon as possible. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours.

Employees subject to post-accident testing are prohibited from consuming alcohol for eight hours following the accident, or until the employee has completed the alcohol test, whichever comes first. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. IF testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

E. Return to Duty and Follow-Up Testing

All employees who have engaged in prohibited conduct as defined in the **Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles**, including those who have tested positive for drugs or alcohol, are subject to return to duty and may be subject to follow-up testing.

1. Return to Duty Testing

After engaging in prohibited conduct regarding alcohol or drug use, an employee is required to undergo a return-to-duty alcohol and/or drug test prior to returning to a duty which requires driving a commercial vehicle. A return to duty alcohol test must result in a breath alcohol concentration of 0.02 or less. A return to duty drug test must result in a verified negative result.

2. Follow Up Testing

An employee who returns to work after evaluation by a Substance Abuse Professional (SAP) determining that the employee is in need of assistance in resolving problems associated with alcohol misuse or drug abuse is subject to unannounced follow up alcohol and/or drug testing as directed by the SAP and the City, but no less frequent than six times in the first

year following the return to work. The follow up testing period may not exceed 60 months for each incident.

F. After Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by HealthForce Partners for such occurrences.

III. TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Pre-employment

2. Employees are responsible for the costs associated with the following tests:

- a. Follow-up testing
- b. Return to duty testing
- c. Split sample re-tests made at the employee's request

If a split sample re-test returns a negative result, the City will reimburse the employee for the cost of the test.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee.

B. Pay Status

1. For Time Spent Testing

Employees will be compensated for time spent to report to the testing facility and be tested for the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Return to duty testing
- e. Follow-up testing

Employees are responsible for taking the following tests on their own time:

a. Split-sample re-tests made at the employee's request

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on unpaid leave pending the outcome of the test results. Such employees are eligible to use accrued vacation or sick leave during this time. If the test result is negative, the time will be paid and any sick or vacation leave used will be credited.

3. Alcohol Concentration of 0.02 but less than 0.04

If an employee receives an alcohol test result of at least 0.02 but less than 0.04, the employee must be removed from duty which requires driving a commercial motor vehicle for at least 24 hours following the administration of the test. The employee may use accrued vacation or sick leave during this absence.

4. Positive Drug Test or Alcohol Test Result of 0.04 or Higher

An employee who receives a positive drug test or who tests 0.04 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the Policy (see Consequences of Engaging in Prohibited Conduct and Positive Drug or Alcohol Test). Such employees may use accrued vacation or sick leave during this absence.

IV. TESTING METHODS

A. Drug Testing

The drug testing requires candidates to provide a urine specimen of at least 45 ml to be tested for the presence of amphetamines, cocaine, marijuana (THC), opiates, and phencyclidine (PCP). The specimen will be sent to LabCorp, a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO). Specific collection procedures and analytical procedures are covered in Attachment B.

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath-testing (EBT) device operated by a trained breather alcohol technician (BAT) at the collection site. The first test performed will be a screening test. If the screening test results in an alcohol concentration of 0.02 or greater, a second, or confirmation test is performed within 15 to 20 minutes. Specific alcohol testing procedures are covered in Attachment B.

V. TRAINING AND EDUCATION

The City will provide all affected employees with copies of these procedures and the Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles and other information as may be required by the federal regulations. Each driver must sign a receipt upon having been provided the above referenced information.

Managers and supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or drug testing will receive at least 60 minutes of training on alcohol and 60 additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.



HEALTHFORCE PARTNERS

Medical Review Officer (MRO) Review Process & Standard Procedures

The Medical Review Officer's (MRO's) single most important function is the review of the laboratory positive test results and the determination of alternative medical explanation of the positive results. Your HealthForce MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive drug test results.

A. HealthForce MRO Responsibilities:

The employer and employee depend on the MRO accomplishing his/her vital duties according to 49 CFR, Part 40, and the DOT agency rules. The list of primary responsibilities below is followed by HealthForce operating procedures necessary to carry out those responsibilities:

- Receive test results from the laboratory.
- Notify the employee of a confirmed positive test result.
- Review and interpret each confirmed positive test result.
- Provide an opportunity for employee to discuss test result in person or by telephone.
- Review employee's appropriate medical history.
- Review appropriate medical records.
- Verify laboratory results.
- Notify employer of verified positive test.
- Make return-to-duty or decision to hire recommendation.
- Ensure return-to-duty or decision to hire requirements are accomplished.

B. HealthForce MRO Procedures:

Standard procedures for the MRO in carrying out the responsibilities listed in the previous section are described as follows:

Step 1: Receipt of Laboratory Test Reports

A strict chain of custody procedure, initiated at the time of specimen collection, is required for handling all specimens throughout the urine specimen collection, testing, reporting and review process. Employers and certified forensic drug testing laboratories utilize a standard urine custody and control form (carbonless manifold) that accompanies each specimen to the laboratory. The form becomes a permanent record of employee identification, urine specimen collection and laboratory testing data.

Part 1 and 2 of the form accompany the specimen to the testing laboratory. After the specimen is tested at the laboratory, Part 1 is retained by the laboratory and Part 2 is sent to our MRO Department with the laboratory results recorded on it. Part 3 goes directly to our MRO Department from the collector. Part 4 is for the employee, Part 5 is retained by the collector, and

Part 6 is forwarded to the employer anti-drug program manager. Part 7 accompanies the split specimen (if one has been collected) to the laboratory or storage site. *The order of custody and control form parts as described above may differ, depending on the supplier of the form (i.e., LabCorp, Regional Toxicology Services, Drug Scan, etc.).*

The MRO copy (Part 3) of the custody and control form will contain information, including but not limited to:

- A. The type of test conducted (random, post-accident, etc.).
- B. Employee's printed name and signature, daytime telephone number, date of birth, Social Security or employee identification number, and a unique preprinted specimen identification number.
- C. Name of the collector, date of collection, collection site, and signed certification statement by the collector.

The HealthForce MRO Department has two coordinators who receive all SAMHSA test results directly from the testing laboratory. Some laboratories will additionally transmit a separate report providing test results. The transmittal of results may be by secure electronic means or by mail. Results are never transmitted by telephone.

The MRO is not required to substantively interpret negative test results. However, the MRO and the MRO Department shall administratively review the results, ensuring that:

1. Employee identification information on the laboratory test report and the custody and control form match so that the individual is accurately identified as having a negative test report.
2. Negative test results are reported to the employer representative according to the employer's established reporting procedure. Copy 2 of the custody and control form shall not be provided to the employer. All negative results, whether laboratory negative or negative as a result of the MRO verification process will be reported in an identical manner to the employer representative.

Step 2: Positive Test Report – Verification Process

The MRO verification process of a positive laboratory report requires several specific actions. Upon receipt of a positive test result from the laboratory, the MRO shall:

- a. Review Positive Report Documents:
 1. Review the documents for completeness (e.g., Are the forms properly filled out with all relevant information?) and ensure that information on Part 2 matches the already received MRO copy (Part 3).
 2. Review the document for content.

If the MRO is not satisfied with the documentation or if information contained in the documents gives rise to doubts about the test analysis, the MRO has two options. These options are:

- Requesting the laboratory records regarding the specimen to determine if correct procedures were followed.
- Requiring the retest of a specimen should questions arise as to the accuracy or validity of a positive test result. (Only the MRO is authorized to order a reanalysis of the original sample.)

The MRO review of a positive laboratory report requires several specific actions. The first responsibility of the MRO is to review the documentary record of the test for completeness and accuracy and to identify any special problems that may require resolution. This will involve review of any standard laboratory report (such as might be received at a remote printer) and Copies 2 and 3 of the custody and control form. The objectives of this review are to ensure:

- That the test results reported are those for the specimen collected from the employee identified on Copy 3 of the form;
- That the collector, employee and laboratory have completed the required certifications (or any failure has been properly documented); and
- That external chain of custody is intact.

In addition, careful review of the form may indicate information critical to interpretation of the test. For instance, where an initial sample falls outside the normal temperature range (an oral temperature does not explain the discrepancy), a second specimen should be collected under direct observation. In such a case, the MRO would want to ensure that the two results are reviewed together and that, as appropriate, a full adulteration panel is run on the initial specimen (specific gravity, creatinine concentration, pH).

Specimen identification. The following steps will be followed in verifying specimen identity:

1. Compare the specimen identification number contained on Copies 2 and 3. They should be the same, and the same number should also be contained on any separate computer-generated laboratory report.
2. Note that the Social Security number is the same on both copies and on any separate laboratory report (is used).
3. If the specimen identification number or Social Security number is different on any of the three documents, the results will not be reported at this time. If the error appears to be at the laboratory, the MRO will request a full report with supporting documentation. The MRO will not verify the positive until they are fully satisfied that the results reported are those for the specimen identified to the subject employee. If there is any doubt concerning correction of a laboratory

clerical error, the MRO will order a retest and have the certifying scientist personally inspect the original specimen container to ensure it was properly accessioned.

NOTE: The laboratory will have verified that the numbers shown on the custody and control form are the same numbers on the specimen. The laboratory will leave identifying marks on the specimen bottle for later verification, should any question arise.

Certifications. The MRO will inspect Copy 2 to verify that the required certifications were completed by the collector, employee and the laboratory certifying scientist. Signatures are required (stamps and initials are not sufficient). If the employee has not signed the certification on Copy 3, the test will be considered valid only if the collector has properly noted the declination and has recorded any explanation provided. Note that the laboratory will be unaware of any missing signature on Copy 3 or any explanations that may be placed there by the collector. Note further that refusal to sign may indicate a collection site problem that will be discussed with the employee at the time of the medical interview.

Chain of custody. The chain of custody block will have been reviewed by the laboratory, and any break in external chain of custody will have resulted in canceling the test. However, the MRO will separately review the chain of custody block. The DONOR entry is preprinted, and the donor should initial or sign the chain of custody block. The most likely defect in the form will be a failure by the collector to show transfer for shipment. This is considered a break in the documented chain of custody since from the paperwork it appears that someone else may have handled the specimen in that interval.

Administrative items. The custody and control form contains additional information that is of an administrative nature or that documents the circumstances of the collection. Improper completion (or failure to complete) these items may give rise to concern over the quality of the collection as a whole, but they are not fatal to the integrity of the testing process and will not ordinarily provide the basis for treating the test as a negative. As noted, the laboratory will also follow standard procedures to verify the quality of the collection documentation that is received, including markings on the specimen bottle.

If the records from the collection sites or laboratories raise doubts about the handling of a sample, the MRO may deem the urinary evidence insufficient, the MRO will conclude that the test result is negative. Administrative errors in chain of custody documents can result in inappropriate attribution of a positive test result. It is imperative that no employee suffers unwarranted accusations because of a mislabeled specimen or because of errors in the chain of custody.

Should any question arise as to the accuracy or validity of a positive test result, the MRO is authorized to order a reanalysis of the original sample. In reanalyzing a specimen to determine the accuracy of the reported test result, it must be noted that some analyses deteriorate or are lost during freezing and/or storage. Therefore, quantitation for a retest is not subject to a specific cutoff requirement, but most provide data sufficient to confirm the presence of drug or metabolite.

b. Notifying Employee of Positive Test Result:

The MRO's notification to an employee of a positive test results will occur promptly after the MRO has received the positive laboratory test report. The MRO may initiate contact with the employee immediately after test results are transmitted electronically from the laboratory. However, the MRO will not complete the verification process until both Copy 2 and 3 of the chain of custody form have been received. MRO contact with a positive test employee will be made directly between the MRO and the employee only.

Interview. Regulations require that the MRO must provide an opportunity for an interview of an employee testing positive as part of the verification process. This can be in person or via telephone. If the employee declines the opportunity for an interview, the MRO will proceed with the verification. If the MRO is unable to locate the employee or the employee does not return the telephone calls after a reasonable attempt from the MRO, the MRO may contact the employer representative.

Reasonable attempt. The employer representative must contact the employee and inform him/her to contact the MRO ASAP, prior to the employee performing his/her next safety-sensitive function. If the employer representative is unable to contact the employee, the employer representative may place him/her on medical leave or temporary medically unqualified status. Please note that the test is still not a verified positive. In order to prevent undue delays by an employee's refusal to contact the MRO, the MRO could verify a confirmed positive result, only if five days after documented contact of the employer representative has passed.

By declining to contact the MRO after being informed to do so, the employee has waived the opportunity to present information concerning possible explanations of the test results. This action will also result in a verified positive. The MRO, however, could reopen the verification process if the employee could demonstrate circumstances (i.e., the employee produced medical reports indicating an injury that prevented a response to the MRO/employer attempted contacts).

c. Employee Request for Retest:

The DOT agency rules provided an employee who tests positive the right to retest his/her original specimen. The employee may be required to pay

the cost of the retest, including handling and shipping costs. The MRO will be careful to note for the employee that the retest will be conducted using GC/MS confirmation and ONLY a SAMHSA certified laboratory. The result will be reported positive if any detectable drug metabolite is found. Retest/reanalysis is not subject to cut-off levels. Furthermore, the MRO is not required to withhold notification of the positive result to the employer, pending the outcome of the retest.

d. Split Samples Testing:

A split specimen procedure is one in which the employee provides a minimum of 45 ml of urine, with 35 ml as the primary specimen and 15 ml as the secondary specimen, at the time of collection. The first specimen is tested at the laboratory; the second specimen bottle is stored for testing at a later time should the first specimen test positive. Upon notice of a positive test on the first specimen bottle, the employee may request within 72 hours (or longer if specified in DOT agency rules) that the second specimen bottle be tested, in accordance with the employer's policy. The MRO will authorize the testing of the split specimen. Testing of the split specimen is performed ONLY at a SMAHSA certified laboratory by GC/MS for the presence of drug metabolite only, and is not subject to specific cut-off levels. In the event the split sample is found to contain no drug metabolites, the MRO will declare the test results negative. Actions required by the DOT regulations as a result of a positive test are not stayed pending the result of the test on the second specimen.

Step 3: Reporting of a Verified Positive Test Result

If, after appropriate review, the MRO concludes that no legitimate medical reason exists for a positive test, and that the chain of custody and laboratory procedures were correct, the MRO must report a verified positive test according to the established company procedure. In addition to reporting a verified positive test result to the employer representative, the MRO will refer the employee to the employer's employee assistance program.

A. Reporting to Management:

After the MRO reviews the laboratory positive test results and related matters and verify that the positive report is evidence of unauthorized drug use, the MRO will sign the verification statement on Part 2 of the custody and control form. The MRO may notify the employer representative of a verified positive by telephone, electronically, or in writing. Copy 2 of the custody and control form may be sent to the employer, or another form providing the employee's name, identification number, specimen ID number, date of test, result and substance found in the urine, may be used. In making a determination of either verified positive or negative, the MRO will document, for his or her own files, a summary statement of the basis for determination.

B. Disclosure of Information:

Except as provided in this paragraph, the MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the verification process.

- i. The MRO may disclose such information to the employer, a DOT agency or other federal safety agency, or a physician responsible for determining the medical qualification of the employee under an applicable DOT agency regulation, only if:
 1. An applicable DOT regulation permits or requires such disclosure;
 2. In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT agency rule; or
 3. In the MRO's reasonable medical judgment, in a situation in which there is no DOT agency rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his/her sensitive-safety function could pose a significant safety risk.
- ii. Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to whom information may be disclosed.

Any employee who is subject to a drug test conducted under the DOT rules shall, upon written request, have access to any records to his/her drug test and any records relating to the results or any relevant certification, review, or revocation-of-certification proceedings.



Receipt of Informational Materials

Employee's Certification of Receipt

I acknowledge that I have received informational materials and/or instruction regarding the following:

- The agency policy establishing alcohol and drug testing and prohibiting drug and alcohol use among employees who hold a commercial driver's license.
- The reason why my position has been included in the drug and alcohol testing program, which vehicles I drive that are classified as commercial, and what period of the day I must be in compliance with the drug and alcohol testing program.
- The procedures that will be used to conduct testing, protect the integrity of the process, and ensure validity of results.
- Potential consequences if I violate the policy and rules regarding the use of alcohol and controlled substances.
- Consequences if I refuse to submit to required testing.
- The effects of alcohol and controlled substance misuse on my health, work and personal life as well as the signs and symptoms of misuse, and methods for requesting intervention and referral assistance when I identify a potential problem with alcohol or controlled substance misuse.

Date

Employee Signature

Printed Name

"D"

Instructions

- Complete this form. For random tests, the employee should also take the Random Notice that HealthForce Partners sends you.
- Employee takes a copy of form to local collection site. Employer keeps copy for drug/ alcohol testing records.
- The form is used to ensure that the collection site does the proper form of testing.



Drug/Alcohol Testing Request Form

Laboratory: LabCorp 1-800-898-0180
MRO: HealthForce Partners (206) 223-7501
(All bills should be sent to HealthForce Partners)

Name of Employee to be Tested

Social Security Number

Agency

Agency's Confidential Contact Person

Phone Number

Local Site Where Sample Will Be Collected

Address

Employee Type (check one)

DOT covered employee/CDL Holder(FTA/FMCSA/RSPA covered employee)

Non - DOT covered employee

Test Required (check one)

Drug & Alcohol Drug only

Alcohol only

Reason for Test (check one)

Pre-employment

Post Accident

Follow-Up Testing

Random

Reasonable Suspicion

Return to Duty

Other (specify) _____

Authorized By: _____

Date: _____

For After Hours Requests Call: LabCorp 1-800-898-0180

Indicate that you are with the AWC Consortium

Provide your agency name and location

LabCorp will instruct you where to take employee for testing.

"D"



Random Pool Update

Employer Name: _____
 Primary Contact: _____
 Phone: _____

- You must add any new employees who are subject to random testing. Place an "A" in the Add box after any additions.
- Check if the employee is covered under Federal Motor Carrier Administration (FMCA), Federal Transit Administration (FTA), Research & Special Program Administration (RSPA), and/or non-federal.
- Employees no longer employed by your agency **MUST** be removed from the list. Place a "D" in the Delete box.
- Deadline: Submit any changes by the 26th of the month.

Additions or Deletions

Social Security #	Last Name	First Name	MI	Add	Delete	FMCA	FTA	RSPA	Non-Fed

Name Changes

Social Security #	Old Last Name	New Last Name

FAX or mail changes by 26th of month to: ATTN: Janet Washburn, HealthForce Partners Occupational Medicine, FAX (206) 223-2381. Mailing address ATTN: Janet Washburn, HealthForce Partners Occupational Medicine, 18323 Bothell-Everett Highway, Suite 220, Bothell, WA 98012. **If you FAX, please do not mail.**

I certify that the above information is correct and completely reflects our current list of employees subject to drug testing.

Date Form was Faxed, E-Mailed as an attachment or Mailed:

Primary Contact: _____ Code Word: _____
 (signature)

Instructions

- This form should be used to add, delete or change the name of employees in the random testing pool.
- Updates must be made in a timely manner for the testing pool to remain accurate.



1076 Franklin St. SE • Olympia, WA 98501-1346
(360) 753-4137 • Toll Free: 1-800-562-8981 • Fax: (360) 753-0148

www.awc.net.org

Designated Employer Representative Form

Please print

Agency Name: _____

Mailing Address: _____

Are you updating existing contact information? Yes No

Are you replacing existing contact information with a new contact? Yes No

If yes, please list the name of the existing contact: _____

Are you adding a secondary contact? Yes No

First Contact:	
Name: _____	Does this contact have secure voice mail so we can leave negative test results? <input type="checkbox"/> Yes <input type="checkbox"/> No
Title: _____	Is this fax machine secure (confidential)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone: _____	Protocols to be changed: _____
Fax: _____	_____
E-Mail: _____	_____
*Code Word: _____	_____
Signature: _____	_____

Second Contact:	
Name: _____	Does this contact have secure voice mail so we can leave negative test results? <input type="checkbox"/> Yes <input type="checkbox"/> No
Title: _____	Is this fax machine secure (confidential)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone: _____	Protocols to be changed: _____
Fax: _____	_____
E-Mail: _____	_____
*Code Word: _____	_____
Signature: _____	_____

*The Code Word is to insure the confidentiality of your records.

Signature of authorized person
approving this change:

Date:

Name of person approving this change
(please print):



10

AGREEMENT

For Drug and Alcohol Testing Consortium Services

Association of Washington Cities

This agreement is made between the Association of Washington Cities, hereafter referred to as AWC, and the below named city or public agency, hereafter referred to as "agency". The agency desires to have AWC, through its affiliation with a testing provider of it's choice, provide drug and alcohol testing services.

The agency shall pay AWC a membership fee and appropriate per employee fees for random testing as specified in the Member Price list prior to testing services being provided. HealthForce Partners will bill the agency directly and the agency is responsible for all other testing costs incurred on behalf of the agency. The agency agrees to submit payment to HealthForce Partners within forty-five (45) days of the date billed. Interest on unpaid accounts will accrue at twelve percent (12%) per annum from the date until paid.

The agency agrees to provide AWC with a copy of its adopted alcohol and drug testing policy and procedures prior to implementation of the testing program. The agency agrees to comply with and be responsible for all requirements of federal, state, and local laws and regulations relating to substance abuse testing, including without limitation proper specimen collection and handling. The agency is responsible for any damages resulting from acts or omissions of the agency under the agency's alcohol and drug testing policy.

The term of the agreement shall be one (1) year, effective _____, 200 . The agreement will be renewed automatically each year at the end of the term upon receipt of payment of the annual fee and appropriate random testing fees as determined by AWC, unless either party notifies the other, in writing, of its intent not to renew. Failure to pay the appropriate fees by the first of January each year will result in automatic termination of the agreement.

The agency agrees to indemnify, defend and hold AWC, its directors, officers, agents and employees harmless from any claim, loss, cost and/or expense (including court costs and attorneys fees) arising out of or resulting from any act or omission of the agency involving its receipt or use of any of the test results or other information it receives in connection with this agreement.

This agreement shall not be assignable by either party without the written consent of the other.

This agreement shall be governed by and construed under the laws of the State of Washington.

_____		_____
City Authorized Signature		Date
_____		_____
City or Agency Name (Please Print)		Telephone
_____		_____
Address		FAX #
_____	_____	_____
City	State	Zip
_____		_____
Contact Person Name		Telephone

HEALTHFORCE OCCUPATIONAL MEDICINE

MRO/EMPLOYEE INTERVIEW CHECKLIST

- Identify yourself as a Medical Review Officer (MRO) for ____ (Employer) ____, with the duty of receiving and reviewing drug test results. Clearly state that you are acting as an agent for ____ (Employer) ____.
- Establish identity of the employee (i.e., full name, Social Security number, employee ID number, address).
- If the employee holds a certificate under Part 67 FAR, advise the employee that the information regarding the drug test results and information supplied by the employee will be given to the FAA as required by the regulations.
- Tell the employee you are calling about the specific drug test he/she underwent on the specific date and at the specific location.
- Briefly explain the testing process, discussing screening and confirmation testing, and laboratory reporting.
- When appropriate in the interview process, give the employee the specific result.
- As for the recent medical history:
 - Inform him/her that medical information may be disclosed to third parties and identify all third parties involved.
 - Prescription drugs
 - OTC drugs
 - Dental, ENT, ophthalmologic, or other medical procedures
 - Food ingestion
 - Request medical records for review, if applicable.
- Give the employee an opportunity to discuss the results by phone or in person. Set a specific date and time for an interview.
- When appropriate, request an exam or interview.
- Notify the employee that he/she may request a retest, and explain this process to him/her. Explain that the cost will be the responsibility of the

employee. Tell the employee that a retest will not delay verification of the initial result.

- If the verification process is complete, notify the employee that the appropriate management will be notified.
- Offer to answer any questions. Give employee your name and phone number.

CITY OF ILWACO

**Drug and Alcohol Testing Policy
For Employees who Operate Commercial Vehicles**

I. PURPOSE

The City of Ilwaco is dedicated to providing quality, dependable and economical municipal services to the residents of Ilwaco. Part of our mission is to ensure that the services are delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, The City of Ilwaco declares that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry. Specifically, the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation has published 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens.

This policy sets forth the City of Ilwaco alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

II. APPLICABILITY

This drug and alcohol testing policy applies to all safety-sensitive employees (full-or part-time) of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of the job. Contractors performing functions for the City involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by federal regulations.

III. DEFINITIONS

ACCIDENT – Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

DRIVER – This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License.

COMMERCIAL VEHICLE – A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weights over 10,000 pounds); 2) is designed to transport 15 or more persons, including the driver; or 3) is used to transport hazardous materials, as provided under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

DRUGS – For the purposes of this policy, in accordance with the applicable federal regulations, “drugs” refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

MEDICAL REVIEW OFFICER (MRO) – The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

SAFETY SENSITIVE POSITION – For purposes of this policy, these are positions associated with the driving of commercial vehicles.

SUBSTANCE ABUSE PROFESSIONAL (SAP) – A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

IV. EDUCATION AND TRAINING

Every covered employee will receive a copy of this policy and will have the ready access to the corresponding federal regulations including 49 CFR Parts 382 and 40, as amended. In addition, all covered employees will receive educational materials and/or on-site training on the signs and symptoms of drug use and alcohol misuse, including the effects and consequences of drug use and alcohol misuse on personal health.

All supervisory personnel or city officials who are in a position to determine employees fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

V. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

- a. Illegally Used Controlled Substances or Drugs under the Drug-Free Workplace Act of 1988, any drug or any substance identified in Schedule I through V or Section 202 of the Controlled Substance Act (21 U.S.C. 8120, and as further defined by 21

CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

- b. **Legal Drugs:** The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates mental functions, motor skills, or judgment may be adversely affected must be reported to the designated supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. **Alcohol:** The use of beverages containing alcohol (including any mouthwash, medication, food or candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 382 just before, during, or just after the performance of safety-sensitive job functions.

VI. PROHIBITED CONDUCT

The following conduct regarding alcohol and drug use or abuse is prohibited:

- a. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- b. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- c. The City of Ilwaco shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- d. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
- e. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

- f. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- g. Consistent with the Drug-Free Workplace Act of 1988, all City of Ilwaco employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including City premises, vehicles, while in uniform, or while on city business.

VII. TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to the following testing, as defined below, and as described in the Drug & Alcohol Testing Procedures:

A. Pre-employment Drug Testing

All individuals who are covered by this policy must pass a drug test as a post-offer condition of employment. Additionally, a non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results. Applicants are required to report previous DOT-covered employer drug and alcohol test results – Failure to do so will result in the employment offer being rescinded.

B. Reasonable Suspicion Testing

Employees subject to this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy (except the prohibitions against possession, transfer or sale of alcohol) may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulable observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- 1) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- 2) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

C. Post-Accident Testing

Following an accident (as defined above) involving a commercial vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a

citation under state or local law for a moving traffic violation, or where a fatality occurs as a result of the accident. Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

A driver who is subject to post-accident testing must remain readily available for Such testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy.

D. Random Testing

Employees covered by this policy will be subject to random, unannounced alcohol and drug testing.

E. Return to Duty Testing

Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

F. Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following the employee's return to duty.

G. Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

VIII. REFUSAL TO TAKE AN ALCOHOL OR DRUG TEST

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. Failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice to the requirement for breath testing in accordance with the procedures manual;

- b. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing in accordance with the procedures manual;
- c. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

IX. SECURING INFORMATION FROM PREVIOUS EMPLOYERS

If a person is to be hired into a position subject to this policy and during the previous two years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within 30 days of the person performing safety sensitive duties for the first time.

If the information obtained from previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person would not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional was made and return to duty testing was administered.

X. CONFIDENTIALITY AND RECORD RETENTION

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

XI. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS

- A. Discipline

An employee will be subject to appropriate disciplinary action as specified in the Ilwaco Personnel Policy Manual up to and including termination from employment if:

- a. the employee tests positive for a drug or drugs;

- b. results from an alcohol test indicate a breath alcohol level of 0.02 or greater; and/or,
- c. the employee has engaged in prohibited conduct as outlined in Section V.

All employees regardless of disciplinary action taken will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

The following provisions apply to those employees who are not terminated for their policy violations:

B. Positive and/or Engaging in Prohibited Conduct.

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of .04 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in Section V, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and
3. has his/her Commercial Driver's License re-activated by the Washington State Department of Licensing; and
4. has a verified negative result on a return-to-duty alcohol (<0.02) and or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

C. Alcohol Concentration of 0.02 but less than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

XI. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program.

Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the city.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

ORDINANCE #719

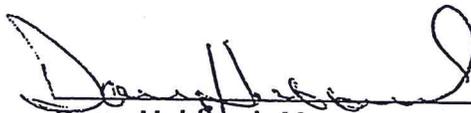
**AN ORDINANCE OF THE CITY OF ILWACO, PACIFIC COUNTY, ADOPTING
DRUG AND ALCOHOL TESTING POLICY AND PROCEDURES FOR
EMPLOYEES WITH A COMMERCIAL DRIVERS' LICENSE.**

WHEREAS, the State of Washington requires all individuals with a Commercial Drivers' License to be in a program for random drug and alcohol testing; and

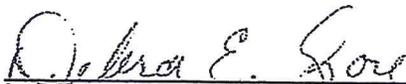
WHEREAS, the City of Ilwaco has employees with a Commercial Drivers' License;

NOW THEREFORE, the City of Ilwaco does hereby adopt the Drug and Alcohol Testing Policy and Procedures as set forth in attachments "A" and "B".

Passed this 28th day of August 2006.



Doug Hubbard, Mayor



Debra E. Gore, Clerk-Treasurer

"A"

CITY OF ILWACO

**Drug and Alcohol Testing Procedures
For Employees who Operate Commercial Vehicles**

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I.

INTRODUCTION

A. Requirement to Participate in Drug and Alcohol Testing Program

The City of Ilwaco is required by U.S. Department of Transportation regulations – 49 CFR Part 40 – and administrative guidelines under the Federal Motor Carriers Safety Administration – 49 CFR Part 382 – to administer a testing program for drug and alcohol use for employees who are required to have and maintain a Commercial Driver's License to perform their job duties.

In that endeavor, the City of Ilwaco is a member of a consortium of public sector employers in Washington State, as allowed under 49 CFR Part 40, entitled the Association of Washington Cities Drug & Alcohol Testing Consortium.

B. Covered Employees

The following groups of employees are required by law to participate in the drug and alcohol testing program:

1. Regular employees who are required to operate a commercial vehicle as part of their routine job duties;
2. Temporary employees who are required to operate a commercial vehicle as part of their routine job duties;
3. Any employee who possesses a Commercial Driver's License who may at any time operate a commercial vehicle on an on-call, emergency or unscheduled basis (including supervisory employees who may be called upon at any time to operate a commercial vehicle);
4. Current employees who transfer or promote to a position requiring operation of a commercial vehicle and possession of a Commercial Driver's License;
5. Regular employees who are required to transport materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act (49 U.S.C. 5103(b)) and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).
6. A pre-employment drug test is required of all persons given a conditional job offer for a position that meets the description outlined above.

C. Designated Employer Representative (DER)

The following individual(s) have been designated by the City to answer questions about the program and program materials and may provide employees with resource materials or referral assistance:

Randy Lavold – 360-642-3357 or 360-244-3683

D. Employee Assistance Program

The City offers an Employee Assistance Program (EAP) designed to assist employees and their families who are experiencing personal or job-related problems. The EAP is available to employees who need assistance in dealing with a substance abuse problem. Employees are encouraged to contact EAP for assistance in early detection of substance abuse problems and referral for treatment programs. All EAP services are confidential and at no cost to the employee. Employees who would like information on benefits of the Employee Assistance Program should contact Lori Mossman.

The individual to contact for EAP services is:

APS Health Care
Securities Building
1904 Third Ave., Suite 633
Seattle, WA 98101
1-866-497-2858

E. Testing, Evaluation and Referral Services

The City has joined the Association of Washington Cities (AWC) Drug and Alcohol Testing Consortium for much of the administration of this program. The AWC Consortium has contracted with HealthForce Partners to conduct the random testing services, provide the testing laboratory facilities, arrange the testing collection sites, and provide the Medical Review Officer (MRO) functions. The services of a Substance Abuse Professional (SAP) are also available for employees with positive test results.

Drug and Alcohol Testing Collection Site:

Testing Laboratory, as approved by the U.S. Substance Abuse & Mental Health Services Administration (SAMHSA):

LabCorp
1229 Madison Street, Suite 500
Seattle, WA 98104
(206) 386-2661

Medical Review Officer

Dr. Calvin Jones
HealthForce Partners
6720 Fort Dent Way, Suite 150
Tukwila, WA 98188
(206) 242-3651

Substance Abuse Professional

APS HealthCare
Securities Building
1904 Third Avenue, Suite 633
Seattle, WA 98101
1-866-497-2858

APS HealthCare will refer caller to a Substance Abuse Professional in the local area.

II. TESTING PROCEDURES

A. Pre-Employment Testing

Following a conditional offer of employment, prospective employees will be tested for the presence of drugs. The City of Ilwaco may not be required to administer a pre-employment controlled substances test if:

1. The driver has participated in a controlled substances program that meets the requirements of 49 CFR Part 382 within the last 30 days; and
2. While participating in that program, either:
 - a. Was tested for controlled substances within the past 6 months (from the date of application with the employer), or
 - b. Participated in the random controlled substances testing program for the previous 12 months (from the date of application with the employer); and
3. The employer ensures that no prior employer of the driver has records of violation of this or any other US DOT agency rule within the previous 6 months.

The City of Ilwaco will be required to obtain the name and address of the prior employer's program; verify that the driver participated in the program and that the program conformed to 49 CFR Part 40; verify the date the driver was last tested for drugs and that the driver has not refused to test for drugs.

Current employees who are transferring from a position that does not require a Commercial Driver's License to a position that does require one, will be tested for the presence of drugs prior to performing duties that require driving or operating a commercial vehicle.

A positive drug test result for an employment candidate will result in rescinding the conditional offer of employment by the City of Ilwaco. The individual will only be eligible to re-apply for a position covered by these procedures after six months. A positive drug test result for an employee seeking to transfer to a position requiring the driving of a commercial vehicle will result in denial of the transfer and the employee will be subject to discipline as described in the Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles.

B. Random Testing

The names and social security numbers (or de-identified number) for employees covered by these procedures at the City have been included in the AWC Drug and Alcohol Testing Consortium pool. This pool contains all eligible individuals from all of the consortium members. The pool database is managed by HealthForce Partners and is updated monthly as changes in personnel occur.

The annual random testing rate required under federal regulations is 50% of the pool for drug testing and 10% of the pool for alcohol testing. This means that if the pool contains 1,000 members, there will be at least 500 random drug tests and at least 100 random alcohol tests conducted throughout the year.

HealthForce Partners uses a software program called HEIDI to randomly select individuals for random testing on a monthly basis. Some individuals will be selected for drug testing and others will be selected for both drug and alcohol testing.

Each month, HealthForce Partners will send the names of individuals selected for random testing to the appropriate consortium member contacts. If the City has any employees selected for testing, the names will be sent to the Designated Employer Representative.

Employees selected for random testing will be scheduled for a test by the Designated Employer Representative at some time during the month that the name was selected. Employees selected for alcohol testing may only be tested just before, during or after driving a commercial vehicle. Employees will not be notified until just prior to the testing.

Upon notification of selection for random testing, the employee will receive an *Employee Notification of Scheduled Drug and/or Alcohol Test* letter from the Designated Employer Representative. The employee will be asked to sign this letter and a *Testing Consent* form. The employee must present the *Employee Notification of Scheduled Drug and/or Alcohol Test* letter at the collection site along with picture identification at the time of testing. A copy of all of the forms will be retained by the City.

After notification, the employee must proceed directly to the collection site for testing accompanied by a supervisor or other designee.

The collection and testing procedures are outlined in Attachment B.

If an employee scheduled for an alcohol test receives a confirmed test result with a breath alcohol level of 0.02 or above and is unaccompanied at the collection site, a supervisor will be called to the site to transport the employee.

Refusing to submit to a test will be considered the same as a positive test result and will subject the employee to the same consequences as receiving a positive test result.

C. Reasonable Suspicion Testing

According to the federal regulations, reasonable suspicion testing is to be based on "specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee." Only supervisors who have been trained in detecting the symptoms of alcohol misuse or drug use and who have directly observed behaviors, appearance or physical symptoms can subject an employee to reasonable suspicion testing. Supervisors should complete an *Impaired Behavior Incident Report Form* and, if possible, have the form signed by a witness.

If a supervisor has reasonable suspicion to believe that an employee who is on duty, about to go on duty, or just completed duty is under any influence of drugs or alcohol, the supervisor will remove the employee from duty immediately. The employee will be advised of the reasons for reasonable suspicion and will be transported to the collection site by the supervisor for testing.

Reasonable suspicion alcohol testing may only occur just before, during or after an employee drives a commercial vehicle. If a reasonable suspicion alcohol test is not conducted within two hours of determination that it is necessary, the supervisor will prepare and maintain documentation of the reasons why it did not occur.

D. Post-Accident Testing

All employees covered by these procedures will be subject to post-accident testing if they are involved in an accident with a commercial vehicle on a public road which results in:

1. A fatality OR
2. The driver receives a citation under state or local law for a moving violation AND
 - a. there is bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene OR

- b. one or more motor vehicles incurs disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

After an accident, employees are responsible for contacting the immediate supervisor or other management personnel. If the above conditions are met, the employee must make himself or herself available for post-accident testing as soon as possible. Post-accident testing for alcohol should occur within two hours if possible, but may not exceed eight hours. Testing for drugs should occur within 32 hours.

Employees subject to post-accident testing are prohibited from consuming alcohol for eight hours following the accident, or until the employee has completed the alcohol test, whichever comes first. An employee who does not comply with the post-accident testing will be considered to have refused testing and will be subject to disciplinary action. An employee in a post-accident situation should cooperate with law enforcement personnel investigating the scene.

Supervisors are responsible for determining if the accident qualifies the driver for post-accident testing and should escort the employee to the collection site if possible. If an employee is unable to provide consent to testing due to their medical condition, the supervisor will document the reasons why the employee was not tested. If testing is not completed within the required time following an accident, the supervisor will document in writing why the tests were not administered.

E. Return to Duty and Follow-Up Testing

All employees who have engaged in prohibited conduct as defined in the **Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles**, including those who have tested positive for drugs or alcohol, are subject to return to duty and may be subject to follow-up testing.

1. Return to Duty Testing

After engaging in prohibited conduct regarding alcohol or drug use, an employee is required to undergo a return-to-duty alcohol and/or drug test prior to returning to a duty which requires driving a commercial vehicle. A return to duty alcohol test must result in a breath alcohol concentration of 0.02 or less. A return to duty drug test must result in a verified negative result.

2. Follow Up Testing

An employee who returns to work after evaluation by a Substance Abuse Professional (SAP) determining that the employee is in need of assistance in resolving problems associated with alcohol misuse or drug abuse is subject to unannounced follow up alcohol and/or drug testing as directed by the SAP and the City, but no less frequent than six times in the first

year following the return to work. The follow up testing period may not exceed 60 months for each incident.

F. After Hours Testing

If the need for testing occurs outside of the normal hours of operation of the designated collection site, a supervisor or manager will be responsible for following the procedures established by HealthForce Partners for such occurrences.

III. TESTING COSTS AND COMPENSATION

A. Testing Costs

1. The City will pay for the following alcohol and or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Pre-employment

2. Employees are responsible for the costs associated with the following tests:

- a. Follow-up testing
- b. Return to duty testing
- c. Split sample re-tests made at the employee's request

If a split sample re-test returns a negative result, the City will reimburse the employee for the cost of the test.

3. Substance Abuse Professional and rehabilitation costs will be the responsibility of the employee.

B. Pay Status

1. For Time Spent Testing

Employees will be compensated for time spent to report to the testing facility and be tested for the following alcohol and/or initial drug tests:

- a. Random testing
- b. Reasonable suspicion testing
- c. Post-accident testing
- d. Return to duty testing
- e. Follow-up testing

Employees are responsible for taking the following tests on their own time:

a. Split-sample re-tests made at the employee's request

2. Waiting for Results

Employees who have been asked to submit to a reasonable suspicion drug test will be placed on unpaid leave pending the outcome of the test results. Such employees are eligible to use accrued vacation or sick leave during this time. If the test result is negative, the time will be paid and any sick or vacation leave used will be credited.

3. Alcohol Concentration of 0.02 but less than 0.04

If an employee receives an alcohol test result of at least 0.02 but less than 0.04, the employee must be removed from duty which requires driving a commercial motor vehicle for at least 24 hours following the administration of the test. The employee may use accrued vacation or sick leave during this absence.

4. Positive Drug Test or Alcohol Test Result of 0.04 or Higher

An employee who receives a positive drug test or who tests 0.04 or greater on an alcohol test is not allowed to return to work until all of the applicable requirements are met as outlined in the Policy (see Consequences of Engaging in Prohibited Conduct and Positive Drug or Alcohol Test). Such employees may use accrued vacation or sick leave during this absence.

IV. TESTING METHODS

A. Drug Testing

The drug testing requires candidates to provide a urine specimen of at least 45 ml to be tested for the presence of amphetamines, cocaine, marijuana (THC), opiates, and phencyclidine (PCP). The specimen will be sent to LabCorp, a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMSHA) to conduct screening and confirmation tests according to the protocols identified in the Department of Transportation Rules. All test results will be reviewed by the Medical Review Officer (MRO). Specific collection procedures and analytical procedures are covered in Attachment B.

B. Alcohol Testing

Alcohol testing will be conducted using an approved evidential breath-testing (EBT) device operated by a trained breather alcohol technician (BAT) at the collection site. The first test performed will be a screening test. If the screening test results in an alcohol concentration of 0.02 or greater, a second, or confirmation test is performed within 15 to 20 minutes. Specific alcohol testing procedures are covered in Attachment B.

V. TRAINING AND EDUCATION

The City will provide all affected employees with copies of these procedures and the Drug and Alcohol Testing Policy for Employees who Operate Commercial Vehicles and other information as may be required by the federal regulations. Each driver must sign a receipt upon having been provided the above referenced information.

Managers and supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo alcohol or drug testing will receive at least 60 minutes of training on alcohol and 60 additional minutes of training on drug abuse. The training will cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances.



HEALTHFORCE PARTNERS

Medical Review Officer (MRO) Review Process & Standard Procedures

The Medical Review Officer's (MRO's) single most important function is the review of the laboratory positive test results and the determination of alternative medical explanation of the positive results. Your HealthForce MRO is a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive drug test results.

A. HealthForce MRO Responsibilities:

The employer and employee depend on the MRO accomplishing his/her vital duties according to 49 CFR, Part 40, and the DOT agency rules. The list of primary responsibilities below is followed by HealthForce operating procedures necessary to carry out those responsibilities:

- Receive test results from the laboratory.
- Notify the employee of a confirmed positive test result.
- Review and interpret each confirmed positive test result.
- Provide an opportunity for employee to discuss test result in person or by telephone.
- Review employee's appropriate medical history.
- Review appropriate medical records.
- Verify laboratory results.
- Notify employer of verified positive test.
- Make return-to-duty or decision to hire recommendation.
- Ensure return-to-duty or decision to hire requirements are accomplished.

B. HealthForce MRO Procedures:

Standard procedures for the MRO in carrying out the responsibilities listed in the previous section are described as follows:

Step 1: Receipt of Laboratory Test Reports

A strict chain of custody procedure, initiated at the time of specimen collection, is required for handling all specimens throughout the urine specimen collection, testing, reporting and review process. Employers and certified forensic drug testing laboratories utilize a standard urine custody and control form (carbonless manifold) that accompanies each specimen to the laboratory. The form becomes a permanent record of employee identification, urine specimen collection and laboratory testing data.

Part 1 and 2 of the form accompany the specimen to the testing laboratory. After the specimen is tested at the laboratory, Part 1 is retained by the laboratory and Part 2 is sent to our MRO Department with the laboratory results recorded on it. Part 3 goes directly to our MRO Department from the collector. Part 4 is for the employee, Part 5 is retained by the collector, and

Part 6 is forwarded to the employer anti-drug program manager. Part 7 accompanies the split specimen (if one has been collected) to the laboratory or storage site. *The order of custody and control form parts as described above may differ, depending on the supplier of the form (i.e., LabCorp, Regional Toxicology Services, Drug Scan, etc.).*

The MRO copy (Part 3) of the custody and control form will contain information, including but not limited to:

- A. The type of test conducted (random, post-accident, etc.).
- B. Employee's printed name and signature, daytime telephone number, date of birth, Social Security or employee identification number, and a unique preprinted specimen identification number.
- C. Name of the collector, date of collection, collection site, and signed certification statement by the collector.

The HealthForce MRO Department has two coordinators who receive all SAMHSA test results directly from the testing laboratory. Some laboratories will additionally transmit a separate report providing test results. The transmittal of results may be by secure electronic means or by mail. Results are never transmitted by telephone.

The MRO is not required to substantively interpret negative test results. However, the MRO and the MRO Department shall administratively review the results, ensuring that:

1. Employee identification information on the laboratory test report and the custody and control form match so that the individual is accurately identified as having a negative test report.
2. Negative test results are reported to the employer representative according to the employer's established reporting procedure. Copy 2 of the custody and control form shall not be provided to the employer. All negative results, whether laboratory negative or negative as a result of the MRO verification process will be reported in an identical manner to the employer representative.

Step 2: Positive Test Report – Verification Process

The MRO verification process of a positive laboratory report requires several specific actions. Upon receipt of a positive test result from the laboratory, the MRO shall:

a. Review Positive Report Documents:

1. Review the documents for completeness (e.g., Are the forms properly filled out with all relevant information?) and ensure that information on Part 2 matches the already received MRO copy (Part 3).
2. Review the document for content.

If the MRO is not satisfied with the documentation or if information contained in the documents gives rise to doubts about the test analysis, the MRO has two options. These options are:

- Requesting the laboratory records regarding the specimen to determine if correct procedures were followed.
- Requiring the retest of a specimen should questions arise as to the accuracy or validity of a positive test result. (Only the MRO is authorized to order a reanalysis of the original sample.)

The MRO review of a positive laboratory report requires several specific actions. The first responsibility of the MRO is to review the documentary record of the test for completeness and accuracy and to identify any special problems that may require resolution. This will involve review of any standard laboratory report (such as might be received at a remote printer) and Copies 2 and 3 of the custody and control form. The objectives of this review are to ensure:

- That the test results reported are those for the specimen collected from the employee identified on Copy 3 of the form;
- That the collector, employee and laboratory have completed the required certifications (or any failure has been properly documented); and
- That external chain of custody is intact.

In addition, careful review of the form may indicate information critical to interpretation of the test. For instance, where an initial sample falls outside the normal temperature range (an oral temperature does not explain the discrepancy), a second specimen should be collected under direct observation. In such a case, the MRO would want to ensure that the two results are reviewed together and that, as appropriate, a full adulteration panel is run on the initial specimen (specific gravity, creatinine concentration, pH).

Specimen identification. The following steps will be followed in verifying specimen identity:

1. Compare the specimen identification number contained on Copies 2 and 3. They should be the same, and the same number should also be contained on any separate computer-generated laboratory report.
2. Note that the Social Security number is the same on both copies and on any separate laboratory report (is used).
3. If the specimen identification number or Social Security number is different on any of the three documents, the results will not be reported at this time. If the error appears to be at the laboratory, the MRO will request a full report with supporting documentation. The MRO will not verify the positive until they are fully satisfied that the results reported are those for the specimen identified to the subject employee. If there is any doubt concerning correction of a laboratory

clerical error, the MRO will order a retest and have the certifying scientist personally inspect the original specimen container to ensure it was properly accessioned.

NOTE: The laboratory will have verified that the numbers shown on the custody and control form are the same numbers on the specimen. The laboratory will leave identifying marks on the specimen bottle for later verification, should any question arise.

Certifications. The MRO will inspect Copy 2 to verify that the required certifications were completed by the collector, employee and the laboratory certifying scientist. Signatures are required (stamps and initials are not sufficient). If the employee has not signed the certification on Copy 3, the test will be considered valid only if the collector has properly noted the declination and has recorded any explanation provided. Note that the laboratory will be unaware of any missing signature on Copy 3 or any explanations that may be placed there by the collector. Note further that refusal to sign may indicate a collection site problem that will be discussed with the employee at the time of the medical interview.

Chain of custody. The chain of custody block will have been reviewed by the laboratory, and any break in external chain of custody will have resulted in canceling the test. However, the MRO will separately review the chain of custody block. The DONOR entry is preprinted, and the donor should initial or sign the chain of custody block. The most likely defect in the form will be a failure by the collector to show transfer for shipment. This is considered a break in the documented chain of custody since from the paperwork it appears that someone else may have handled the specimen in that interval.

Administrative items. The custody and control form contains additional information that is of an administrative nature or that documents the circumstances of the collection. Improper completion (or failure to complete) these items may give rise to concern over the quality of the collection as a whole, but they are not fatal to the integrity of the testing process and will not ordinarily provide the basis for treating the test as a negative. As noted, the laboratory will also follow standard procedures to verify the quality of the collection documentation that is received, including markings on the specimen bottle.

If the records from the collection sites or laboratories raise doubts about the handling of a sample, the MRO may deem the urinary evidence insufficient, the MRO will conclude that the test result is negative. Administrative errors in chain of custody documents can result in inappropriate attribution of a positive test result. It is imperative that no employee suffers unwarranted accusations because of a mislabeled specimen or because of errors in the chain of custody.

Should any question arise as to the accuracy or validity of a positive test result, the MRO is authorized to order a reanalysis of the original sample. In reanalyzing a specimen to determine the accuracy of the reported test result, it must be noted that some analyses deteriorate or are lost during freezing and/or storage. Therefore, quantitation for a retest is not subject to a specific cutoff requirement, but most provide data sufficient to confirm the presence of drug or metabolite.

b. Notifying Employee of Positive Test Result:

The MRO's notification to an employee of a positive test results will occur promptly after the MRO has received the positive laboratory test report. The MRO may initiate contact with the employee immediately after test results are transmitted electronically from the laboratory. However, the MRO will not complete the verification process until both Copy 2 and 3 of the chain of custody form have been received. MRO contact with a positive test employee will be made directly between the MRO and the employee only.

Interview. Regulations require that the MRO must provide an opportunity for an interview of an employee testing positive as part of the verification process. This can be in person or via telephone. If the employee declines the opportunity for an interview, the MRO will proceed with the verification. If the MRO is unable to locate the employee or the employee does not return the telephone calls after a reasonable attempt from the MRO, the MRO may contact the employer representative.

Reasonable attempt. The employer representative must contact the employee and inform him/her to contact the MRO ASAP, prior to the employee performing his/her next safety-sensitive function. If the employer representative is unable to contact the employee, the employer representative may place him/her on medical leave or temporary medically unqualified status. Please note that the test is still not a verified positive. In order to prevent undue delays by an employee's refusal to contact the MRO, the MRO could verify a confirmed positive result, only if five days after documented contact of the employer representative has passed.

By declining to contact the MRO after being informed to do so, the employee has waived the opportunity to present information concerning possible explanations of the test results. This action will also result in a verified positive. The MRO, however, could reopen the verification process if the employee could demonstrate circumstances (i.e., the employee produced medical reports indicating an injury that prevented a response to the MRO/employer attempted contacts).

c. Employee Request for Retest:

The DOT agency rules provided an employee who tests positive the right to retest his/her original specimen. The employee may be required to pay

the cost of the retest, including handling and shipping costs. The MRO will be careful to note for the employee that the retest will be conducted using GC/MS confirmation and ONLY a SAMHSA certified laboratory. The result will be reported positive if any detectable drug metabolite is found. Retest/reanalysis is not subject to cut-off levels. Furthermore, the MRO is not required to withhold notification of the positive result to the employer, pending the outcome of the retest.

d. Split Samples Testing:

A split specimen procedure is one in which the employee provides a minimum of 45 ml of urine, with 35 ml as the primary specimen and 15 ml as the secondary specimen, at the time of collection. The first specimen is tested at the laboratory; the second specimen bottle is stored for testing at a later time should the first specimen test positive. Upon notice of a positive test on the first specimen bottle, the employee may request within 72 hours (or longer if specified in DOT agency rules) that the second specimen bottle be tested, in accordance with the employer's policy. The MRO will authorize the testing of the split specimen. Testing of the split specimen is performed ONLY at a SAMHSA certified laboratory by GC/MS for the presence of drug metabolite only, and is not subject to specific cut-off levels. In the event the split sample is found to contain no drug metabolites, the MRO will declare the test results negative. Actions required by the DOT regulations as a result of a positive test are not stayed pending the result of the test on the second specimen.

Step 3: Reporting of a Verified Positive Test Result

If, after appropriate review, the MRO concludes that no legitimate medical reason exists for a positive test, and that the chain of custody and laboratory procedures were correct, the MRO must report a verified positive test according to the established company procedure. In addition to reporting a verified positive test result to the employer representative, the MRO will refer the employee to the employer's employee assistance program.

A. Reporting to Management:

After the MRO reviews the laboratory positive test results and related matters and verify that the positive report is evidence of unauthorized drug use, the MRO will sign the verification statement on Part 2 of the custody and control form. The MRO may notify the employer representative of a verified positive by telephone, electronically, or in writing. Copy 2 of the custody and control form may be sent to the employer, or another form providing the employee's name, identification number, specimen ID number, date of test, result and substance found in the urine, may be used. In making a determination of either verified positive or negative, the MRO will document, for his or her own files, a summary statement of the basis for determination.

B. Disclosure of Information:

Except as provided in this paragraph, the MRO will not disclose to any third party medical information provided by the individual to the MRO as part of the verification process.

- i. The MRO may disclose such information to the employer, a DOT agency or other federal safety agency, or a physician responsible for determining the medical qualification of the employee under an applicable DOT agency regulation, only if:
 1. An applicable DOT regulation permits or requires such disclosure;
 2. In the MRO's reasonable medical judgment, the information could result in the employee being determined to be medically unqualified under an applicable DOT agency rule; or
 3. In the MRO's reasonable medical judgment, in a situation in which there is no DOT agency rule establishing physical qualification standards applicable to the employee, the information indicates that continued performance by the employee of his/her sensitive-safety function could pose a significant safety risk.
- ii. Before obtaining medical information from the employee as part of the verification process, the MRO shall inform the employee that information may be disclosed to third parties as provided in this paragraph and the identity of any parties to whom information may be disclosed.

Any employee who is subject to a drug test conducted under the DOT rules shall, upon written request, have access to any records to his/her drug test and any records relating to the results or any relevant certification, review, or revocation-of-certification proceedings.



Receipt of Informational Materials

Employee's Certification of Receipt

I acknowledge that I have received informational materials and/or instruction regarding the following:

- The agency policy establishing alcohol and drug testing and prohibiting drug and alcohol use among employees who hold a commercial driver's license.
- The reason why my position has been included in the drug and alcohol testing program, which vehicles I drive that are classified as commercial, and what period of the day I must be in compliance with the drug and alcohol testing program.
- The procedures that will be used to conduct testing, protect the integrity of the process, and ensure validity of results.
- Potential consequences if I violate the policy and rules regarding the use of alcohol and controlled substances.
- Consequences if I refuse to submit to required testing.
- The effects of alcohol and controlled substance misuse on my health, work and personal life as well as the signs and symptoms of misuse, and methods for requesting intervention and referral assistance when I identify a potential problem with alcohol or controlled substance misuse.

Date

Employee Signature

Printed Name

Instructions

- Complete this form. For random tests, the employee should also take the Random Notice that HealthForce Partners sends you.
- Employee takes a copy of form to local collection site. Employer keeps copy for drug/ alcohol testing records.
- The form is used to ensure that the collection site does the proper form of testing.



Drug/Alcohol Testing Request Form

Laboratory: LabCorp 1-800-898-0180
MRO: HealthForce Partners (206) 223-7501
(All bills should be sent to HealthForce Partners)

Name of Employee to be Tested

Social Security Number

Agency

Agency's Confidential Contact Person

Phone Number

Local Site Where Sample Will Be Collected

Address

Employee Type (check one)

DOT covered employee/CDL Holder(FTA/FMCSA/RSPA covered employee)

Non – DOT covered employee

Test Required (check one)

Drug & Alcohol Drug only

Alcohol only

Reason for Test (check one)

Pre-employment

Post Accident

Follow-Up Testing

Random

Reasonable Suspicion

Return to Duty

Other (specify) _____

Authorized By: _____

Date: _____

For After Hours Requests Call: LabCorp 1-800-898-0180

Indicate that you are with the AWC Consortium

Provide your agency name and location

LabCorp will instruct you where to take employee for testing.

"D"



Random Pool Update

Employer Name: _____
 Primary Contact: _____
 Phone: _____

- You must add any new employees who are subject to random testing. Place an "A" in the Add box after any additions.
- Check if the employee is covered under Federal Motor Carrier Administration (FMCA), Federal Transit Administration (FTA), Research & Special Program Administration (RSPA), and/or non-federal.
- Employees no longer employed by your agency MUST be removed from the list. Place a "D" in the Delete box.
- Deadline: Submit any changes by the 26th of the month.

Additions or Deletions

Social Security #	Last Name	First Name	MI	Add	Delete	FMCA	FTA	RSPA	Non-Fed

Name Changes

Social Security #	Old Last Name	New Last Name

FAX or mail changes by 26th of month to: ATTN: Janet Washburn, HealthForce Partners Occupational Medicine, FAX (206) 223-2381. Mailing address ATTN: Janet Washburn, HealthForce Partners Occupational Medicine, 18323 Bothell-Everett Highway, Suite 220, Bothell, WA 98012. **If you FAX, please do not mail.**

I certify that the above information is correct and completely reflects our current list of employees subject to drug testing.

Date Form was Faxed, E-Mailed as an attachment or Mailed:

Primary Contact: _____ Code Word: _____
 (signature)

Instructions

- This form should be used to add, delete or change the name of employees in the random testing pool.
- Updates must be made in a timely manner for the testing pool to remain accurate.



1076 Franklin St. SE • Olympia, WA 98501-1346
(360) 753-4137 • Toll Free: 1-800-562-8981 • Fax: (360) 753-0148

www.awc.net.org

Designated Employer Representative Form

Please print

Agency Name: _____

Mailing Address: _____

Are you updating existing contact information? Yes No

Are you replacing existing contact information with a new contact? Yes No

If yes, please list the name of the existing contact: _____

Are you adding a secondary contact? Yes No

First Contact:	
Name: _____	Does this contact have secure voice mail so we can leave negative test results? <input type="checkbox"/> Yes <input type="checkbox"/> No
Title: _____	Is this fax machine secure (confidential)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone: _____	Protocols to be changed: _____
Fax: _____	_____
E-Mail: _____	_____
*Code Word: _____	_____
Signature: _____	_____

Second Contact:	
Name: _____	Does this contact have secure voice mail so we can leave negative test results? <input type="checkbox"/> Yes <input type="checkbox"/> No
Title: _____	Is this fax machine secure (confidential)? <input type="checkbox"/> Yes <input type="checkbox"/> No
Phone: _____	Protocols to be changed: _____
Fax: _____	_____
E-Mail: _____	_____
*Code Word: _____	_____
Signature: _____	_____

*The Code Word is to insure the confidentiality of your records.

Signature of authorized person
approving this change:

Date:

Name of person approving this change
(please print):



AGREEMENT

For Drug and Alcohol Testing Consortium Services Association of Washington Cities

This agreement is made between the Association of Washington Cities, hereafter referred to as AWC, and the below named city or public agency, hereafter referred to as "agency". The agency desires to have AWC, through its affiliation with a testing provider of it's choice, provide drug and alcohol testing services.

The agency shall pay AWC a membership fee and appropriate per employee fees for random testing as specified in the Member Price list prior to testing services being provided. HealthForce Partners will bill the agency directly and the agency is responsible for all other testing costs incurred on behalf of the agency. The agency agrees to submit payment to HealthForce Partners within forty-five (45) days of the date billed. Interest on unpaid accounts will accrue at twelve percent (12%) per annum from the date until paid.

The agency agrees to provide AWC with a copy of its adopted alcohol and drug testing policy and procedures prior to implementation of the testing program. The agency agrees to comply with and be responsible for all requirements of federal, state, and local laws and regulations relating to substance abuse testing, including without limitation proper specimen collection and handling. The agency is responsible for any damages resulting from acts or omissions of the agency under the agency's alcohol and drug testing policy.

The term of the agreement shall be one (1) year, effective _____, 200 . The agreement will be renewed automatically each year at the end of the term upon receipt of payment of the annual fee and appropriate random testing fees as determined by AWC, unless either party notifies the other, in writing, of its intent not to renew. Failure to pay the appropriate fees by the first of January each year will result in automatic termination of the agreement.

The agency agrees to indemnify, defend and hold AWC, its directors, officers, agents and employees harmless from any claim, loss, cost and/or expense (including court costs and attorneys fees) arising out of or resulting from any act or omission of the agency involving its receipt or use of any of the test results or other information it receives in connection with this agreement.

This agreement shall not be assignable by either party without the written consent of the other.

This agreement shall be governed by and construed under the laws of the State of Washington.

City Authorized Signature	Date
City or Agency Name (Please Print)	Telephone
Address	FAX #
City	State
Contact Person Name	Zip
	Telephone

HEALTHFORCE OCCUPATIONAL MEDICINE

MRO/EMPLOYEE INTERVIEW CHECKLIST

- Identify yourself as a Medical Review Officer (MRO) for _____ (Employer) _____, with the duty of receiving and reviewing drug test results. Clearly state that you are acting as an agent for _____ (Employer) _____.
- Establish identity of the employee (i.e., full name, Social Security number, employee ID number, address).
- If the employee holds a certificate under Part 67 FAR, advise the employee that the information regarding the drug test results and information supplied by the employee will be given to the FAA as required by the regulations.
- Tell the employee you are calling about the specific drug test he/she underwent on the specific date and at the specific location.
- Briefly explain the testing process, discussing screening and confirmation testing, and laboratory reporting.
- When appropriate in the interview process, give the employee the specific result.
- As for the recent medical history:
 - Inform him/her that medical information may be disclosed to third parties and identify all third parties involved.
 - Prescription drugs
 - OTC drugs
 - Dental, ENT, ophthalmologic, or other medical procedures
 - Food ingestion
 - Request medical records for review, if applicable.
- Give the employee an opportunity to discuss the results by phone or in person. Set a specific date and time for an interview.
- When appropriate, request an exam or interview.
- Notify the employee that he/she may request a retest, and explain this process to him/her. Explain that the cost will be the responsibility of the

employee. Tell the employee that a retest will not delay verification of the initial result.

- If the verification process is complete, notify the employee that the appropriate management will be notified.
- Offer to answer any questions. Give employee your name and phone number.

CITY OF ILWACO

**Drug and Alcohol Testing Policy
For Employees who Operate Commercial Vehicles**

I. PURPOSE

The City of Ilwaco is dedicated to providing quality, dependable and economical municipal services to the residents of Ilwaco. Part of our mission is to ensure that the services are delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, The City of Ilwaco declares that the unlawful manufacture, distribution, dispensation, possession or use of controlled substances or misuse of alcohol is prohibited for all employees.

Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable federal regulations governing workplace anti-drug and alcohol programs in the motor carrier industry. Specifically, the Federal Motor Carrier Safety Administration (FMCSA) of the U.S. Department of Transportation has published 49 CFR Part 382, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions, and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, which sets standards for the collection and testing of urine and breath specimens.

This policy sets forth the City of Ilwaco alcohol and drug testing program and the testing and reporting requirements as required by those regulations.

II. APPLICABILITY

This drug and alcohol testing policy applies to all safety-sensitive employees (full-or part-time) of the City who are required to have and maintain a Commercial Driver's License in order to perform the duties of the job. Contractors performing functions for the City involving the use of a vehicle requiring a Commercial Driver's License, will be subject to specific alcohol and drug testing as required by federal regulations.

III. DEFINITIONS

ACCIDENT – Accident means an occurrence involving a commercial vehicle on a public road which results in (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more motor vehicles incurring disabling damage requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

DRIVER – This term includes all employees whose positions may involve driving a commercial vehicle and that require the possession of a Commercial Driver's License.

COMMERCIAL VEHICLE – A commercial vehicle is one that either: 1) has a gross vehicle weight of over 26,000 pounds (including combined weight if towed unit weights over 10,000 pounds); 2) is designed to transport 15 or more persons, including the driver; or 3) is used to transport hazardous materials, as provided under the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations.

DRUGS – For the purposes of this policy, in accordance with the applicable federal regulations, “drugs” refers to the following five substances: marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines.

MEDICAL REVIEW OFFICER (MRO) – The Medical Review Officer is the licensed physician responsible for receiving and interpreting laboratory results from the urine drug tests.

SAFETY SENSITIVE POSITION – For purposes of this policy, these are positions associated with the driving of commercial vehicles.

SUBSTANCE ABUSE PROFESSIONAL (SAP) – A Substance Abuse Professional is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders.

IV. EDUCATION AND TRAINING

Every covered employee will receive a copy of this policy and will have the ready access to the corresponding federal regulations including 49 CRF Parts 382 and 40, as amended. In addition, all covered employees will receive educational materials and/or on-site training on the signs and symptoms of drug use and alcohol misuse, including the effects and consequences of drug use and alcohol misuse on personal health.

All supervisory personnel or city officials who are in a position to determine employees fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

V. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following:

- a. Illegally Used Controlled Substances or Drugs under the Drug-Free Workplace Act of 1988, any drug or any substance identified in Schedule I through V or Section 202 of the Controlled Substance Act (21 U.S.C. 8120, and as further defined by 21

CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp-related products, as which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

- b. **Legal Drugs:** The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates mental functions, motor skills, or judgment may be adversely affected must be reported to the designated supervisor and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.
- c. **Alcohol:** The use of beverages containing alcohol (including any mouthwash, medication, food or candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 382 just before, during, or just after the performance of safety-sensitive job functions.

VI. PROHIBITED CONDUCT

The following conduct regarding alcohol and drug use or abuse is prohibited:

- a. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- b. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline.
- c. The City of Ilwaco shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
- d. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
- e. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.

- f. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
- g. Consistent with the Drug-Free Workplace Act of 1988, all City of Ilwaco employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including City premises, vehicles, while in uniform, or while on city business.

VII. TESTING REQUIREMENTS

Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40, as amended. All covered employees shall be subject to the following testing, as defined below, and as described in the Drug & Alcohol Testing Procedures:

A. Pre-employment Drug Testing

All individuals who are covered by this policy must pass a drug test as a post-offer condition of employment. Additionally, a non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a drug test with verified negative results. Applicants are required to report previous DOT-covered employer drug and alcohol test results – Failure to do so will result in the employment offer being rescinded.

B. Reasonable Suspicion Testing

Employees subject to this policy shall submit to a drug and/or alcohol test when the City reasonably suspects that this policy (except the prohibitions against possession, transfer or sale of alcohol) may have been or is presently being violated. A referral for testing will be based on contemporaneous, articulable observations. Such referrals will be made by supervisory personnel who have received training concerning the signs and symptoms of drug and alcohol use.

Alcohol testing for reasonable suspicion may only be conducted just before, during or after an employee operates a commercial vehicle. If removed from duty based on reasonable suspicion of alcohol use and an alcohol test is not administered within eight hours, the employee will not be allowed to perform or continue to perform covered functions until:

- 1) an alcohol test is administered and the driver's breath alcohol concentration measures less than 0.02; or
- 2) 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the employee has violated this policy concerning the use of alcohol.

C. Post-Accident Testing

Following an accident (as defined above) involving a commercial vehicle, the driver is required to submit to alcohol and drug tests when the driver receives a

citation under state or local law for a moving traffic violation, or where a fatality occurs as a result of the accident. Testing should occur as soon as possible, but may not exceed eight hours after the accident for alcohol testing and 32 hours after the accident for drug testing.

A driver who is subject to post-accident testing must remain readily available for (Such) testing and may not take any action to interfere with testing or the results of testing. Drivers who do not comply with post-accident testing requirements will be considered to have refused to submit to testing and will be subject to sanctions for refusal to test as provided in this policy.

D. Random Testing

Employees covered by this policy will be subject to random, unannounced alcohol and drug testing.

E. Return to Duty Testing

Employees who have violated this policy, including those who have tested positive on a drug or alcohol test, and who under the discipline policy are allowed to return to work, must test negative prior to being released for duty. A return to duty test following alcohol misuse may not exceed an alcohol concentration of 0.02.

F. Follow-up Testing

An employee who is referred for assistance related to alcohol misuse and/or use of drugs is subject to unannounced follow-up testing for a period not to exceed 60 months as directed by a Substance Abuse Professional and the City. The number and frequency of follow-up testing will be determined by the Substance Abuse Professional and the City, but will not be less than six tests in the first 12 months following the employee's return to duty.

G. Split Sample Testing

Employees who test positive for drugs may request a second test of the remaining portion of the split sample within 72 hours of notification of a positive test result by the Medical Review Officer.

VIII. REFUSAL TO TAKE AN ALCOHOL OR DRUG TEST

No employee shall refuse to submit to an alcohol or drug test as directed under this policy. A refusal to submit shall include, but is not limited to:

- a. Failure to provide adequate breath for testing without a valid medical explanation after the employee has received notice to the requirement for breath testing in accordance with the procedures manual;

- b. Failure to provide adequate urine for drug testing without a valid medical explanation after the employee has received notice of the requirement for urine testing in accordance with the procedures manual;
- c. Engaging in conduct that obstructs the testing process.

Refusal to submit to a test shall be considered the same as a positive test result.

IX. SECURING INFORMATION FROM PREVIOUS EMPLOYERS

If a person is to be hired into a position subject to this policy and during the previous two years has worked as a driver of a commercial vehicle, that person must authorize a request of all employers of the driver within the past two years to release information on the following:

- a. Positive alcohol or drug tests
- b. Refusal to be tested

The City will make a good faith effort to obtain and review the information from prior employers within 30 days of the person performing safety sensitive duties for the first time.

If the information obtained from previous employer indicates either a positive test or that a refusal to be tested occurred within the past two years, that person would not be permitted to drive commercial vehicles unless subsequent information indicates that an evaluation by a Substance Abuse Professional was made and return to duty testing was administered.

X. CONFIDENTIALITY AND RECORD RETENTION

All records related to drug and alcohol testing will be maintained in a secure location with controlled access. These records will be kept separate from records pertaining to all other employees.

XI. CONSEQUENCES OF ENGAGING IN PROHIBITED CONDUCT OR POSITIVE DRUG OR ALCOHOL TESTS

- A. Discipline

An employee will be subject to appropriate disciplinary action as specified in the Ilwaco Personnel Policy Manual up to and including termination from employment if:

- a. the employee tests positive for a drug or drugs;

- b. results from an alcohol test indicate a breath alcohol level of 0.02 or greater; and/or,
- c. the employee has engaged in prohibited conduct as outlined in Section V.

All employees regardless of disciplinary action taken will be advised of resources available to the employee in evaluating or resolving problems associated with drug use or alcohol misuse.

The following provisions apply to those employees who are not terminated for their policy violations:

B. Positive and/or Engaging in Prohibited Conduct.

If an employee tests positive for drugs or has an alcohol test that indicates a breath alcohol level of .04 or greater from a random, reasonable suspicion or post-accident test, or engages in prohibited conduct as outlined in Section V, the employee will be immediately removed from duties requiring the driving of a commercial vehicle. The employee will not be permitted to return to work unless he/she:

1. has been evaluated by a qualified Substance Abuse Professional; and,
2. if recommended by a Substance Abuse Professional, has properly followed any rehabilitation prescribed; and
3. has his/her Commercial Driver's License re-activated by the Washington State Department of Licensing; and
4. has a verified negative result on a return-to-duty alcohol (<0.02) and or drug test.

Upon completion of a recommended rehabilitation program and successful return to work, an employee will be subject to follow-up random testing for up to sixty (60) months as recommended by the Substance Abuse Professional and the City, with a minimum of six such unscheduled tests within the first twelve months of returning to duty.

C. Alcohol Concentration of 0.02 but less than 0.04

Employees having a breath alcohol concentration of at least 0.02 but less than 0.04, shall be removed from duty requiring the driving of a commercial vehicle for at least 24 hours.

XI. EMPLOYEE ASSISTANCE PROGRAM/VOLUNTARY REFERRAL

The City supports employees who volunteer for treatment of alcohol or drug abuse. Employees are encouraged to seek treatment voluntarily and to utilize the Employee Assistance Program.

Any employee who comes forth and notifies the City of alcohol or drug abuse problems will be given the assistance extended to employees with any other illness. Any such program, however, may not interfere with the tests required by these rules. For example, a driver may not identify himself/herself as unfit to drive after having been notified of a random or reasonable suspicion test and expect to avoid the consequences for a positive test or a refusal to test. In addition, voluntarily seeking assistance does not excuse any failure to comply with all of the provisions of this policy or other policies of the city.

Sick leave, vacation leave or leave of absence without pay may be granted for treatment and rehabilitation as in other illnesses. Insurance coverage for treatment will be provided to the extent of individual coverage. Confidentiality of information will be maintained as much as possible at all times.

MEMORANDUM



Date: November 26, 2014
To: City of Ilwaco
From: Mark Daniel, AICP, The Watershed Company
Alan Wald, LG, LHg, The Watershed Company

Subject: Ilwaco CAO Update – Critical Aquifer Recharge Area Designation

The purpose of this memo is to review the critical aquifer recharge area designation in the current draft of the critical areas ordinance (CAO) and describe recommended changes to this designation based on further investigation of local conditions.

Background

Under the Growth Management Act, local jurisdictions must designate and protect critical areas, including “critical aquifer recharge areas.” Critical aquifer recharge areas, as defined by WAC 365-190-030, are “areas with a critical recharging effect on aquifers used for potable water, including areas where an aquifer that is a source of drinking water is vulnerable to contamination that would affect the potability of the water, or is susceptible to reduced recharge.”

Current Draft CAO

In the current draft of the CAO, all land within the city was proposed for designation as a critical aquifer recharge area based on the high rate of infiltration of local soils, high water table, historical use of shallow groundwater, and potential proximity to current potable water supplies. Along with the critical aquifer recharge area designation, the current draft of the CAO proposed several development standards intended to reduce potential impacts to groundwater quality and quantity. The development standards included the requirement, under certain circumstances, for a critical area report; however, development resulting in less than five percent or 2,500 square feet (whichever is greater) net total site impervious surface area was exempt from this requirement.

Recommended Changes to the Current Draft CAO

Based on further investigation of local conditions, we believe that the city’s CAO could proceed without a critical aquifer recharge area designation or with a designation of reduced size.

The city’s CAO could proceed without a critical aquifer recharge area designation due to an apparent lack of potential effects on existing potable water supplies. The city has indicated that all city residents rely on the municipal water supply for potable water, which comes from a surface water source located outside of the city. Although wells located outside the city may be used for drinking water, such wells would be expected to be protected from contamination by the prevailing direction of groundwater flow (towards the Columbia River).

Alternatively, the size of the critical aquifer recharge designation could be reduced, based on further review of local geologic conditions, to the areal extent to alluvial materials (or about half the area within city limits). Such an approach might be appropriate if the city anticipates that local groundwater supplies could be used in the future as a source of potable water.

City Clerk

From: Morgan, Laurie (ECY) <Imor461@ECY.WA.GOV>
Sent: Thursday, November 13, 2014 3:40 PM
To: Clerk@Ilwaco-wa.gov
Cc: Ojennus, Matthew (COM)
Subject: Discussion Ilwaco Critical Aquifer Recharge Areas

To: Ariel Smith, City of Ilwaco

Hi,

From our conversation today, I gather that Ilwaco's city water source is surface water and there are no public wells in the city limits. I also understood that there used to be over 100 wells, but that all residents are now on city water. My question today was whether groundwater would be used as an emergency supply in the future (although Ilwaco may not have a well in place for this currently). Also, I notice that there seems to be a lot of undeveloped area within the city limits – If development occurs in these areas, will they all be served by the surface water source? Or will individual residences or small developments be on wells?

We discussed the question of whether the entire city would be designated as a CARA, even though groundwater is not used for drinking water *currently* in Ilwaco.

The purpose of protecting Critical Aquifer Recharge Areas is to protect the potable drinking water supply that relies on groundwater. Just to note, groundwater is potable unless there is some condition that causes it to be not potable (such as being too salty to drink). The potable drinking water supply for Ilwaco is the surface water source.

Since I do not have enough information, I couldn't say whether the City must designate a CARA. It may be that you don't. You would want to document Best Available Science for the record and document how any decision was arrived at.

The City may wish to protect the surface drinking water source protection area from chemical release risks. This requires that the City give itself authority to stop contamination from occurring in the first place and to make sure any activities that involve chemical release risks follow standard pollution prevention practices. If the city does not give itself authority, it would not be able to act if an unfortunate situation or pollution discharge occurred. I would apply this to the entire City, not just the surface water protection area, since it would be unfortunate and costly if anyone were to create a contaminated site within the City in any case. Contaminated sites, even where groundwater is not actively used, can cause liability and soil/groundwater cleanup requirements and costs, so it's better to avoid that.

I don't think you need to label the City as a Critical Aquifer Recharge Area to accomplish the pollution prevention requirements and enforcement capability. The City may want to consider something like a Water Resources Protection ordinance so the City could protect the surface water drinking water supply and the City from contamination risks.

About Reports: Reports are useful when a large project is proposed and the impacts need to be understood. Reports have such things as where wells are, how shallow or deep the water table is, which way groundwater flows, the risks that the project would pose for contamination, and what the project will do to prevent contamination from occurring. I also think reports are best for larger projects when the impacts must be known and addressed and the City doesn't have the information needed.

If the City does not designate a CARA, CARA reports would not apply anyway. You still might like the ability to require a report in the event a facility that poses a contamination risk wants to locate in the City.

Here's a scenario where a report would be appropriate and useful:

Suppose a large chemical facility wanted to be located in Ilwaco. Would the City want it located near the surface drinking water supply? Would the city want to know what the facility was going to do about preventing spills and leaks? If a spill occurred, would the City wish to be notified? I do not know what the likelihood of such a scenario would be, perhaps it is very low. It's not nice though, when someone wants to locate a chemical facility near the city water source and the City does not have authority to do anything whatsoever.

One way to lighten up is to give discretion to the Director to require a report and make it clear when one would be needed (or not). If the City has adequate information from previous studies/known information, a report may not be needed. It is unnecessary to duplicate information.

Links:

Critical Aquifer Recharge Area Guidance: <https://fortress.wa.gov/ecy/publications/SummaryPages/0510028.html>

City of Vancouver Ordinance for Water

Resources: http://www.cityofvancouver.us/sites/default/files/fileattachments/public_works/page/1033/final_wrpordinance_revised2009.pdf

The City of Vancouver prohibits discharges of pollutants into water resources of the City, which includes surface water, stormwater and groundwater. They also have an enforcement ordinance. The city is very large and the ordinance is rather detailed and more appropriate for a large city. The following is useful verbiage from the ordinance that illustrates granting the City authority to act::

Section 14.26.117 Discharges to water resources.

- A. Prohibited Discharges: No person or operation shall discharge any potentially harmful materials as set forth at VMC Section 14.26.110 herein into the water resources of the City. Persons or operations shall use all known, available, and reasonable means to prevent the discharge of any potentially harmful materials into the water resources of the City.

I hope this helps - Call or ask anything,. Matt, if you have anything to add or change, please do.

Best,

Laurie Morgan, LHG
Hydrogeologist
Water Quality Program
Washington State Dept. of Ecology
(360) 407-6483
Laurie.Morgan@ecy.wa.gov

Sent to: Ariel Smith, City of Ilwaco, 360.642.3145