



CITY OF WASHOUGAL
CITY COUNCIL WORKSHOP MEETING MINUTES
Monday, January 11, 2021
5:00 PM

MEETING INFORMATION

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/85925905792>

I. CALL TO ORDER

Mayor Molly Coston called the meeting to order at 5:00 pm.

II. ROLL CALL

Present: Mayor Molly Coston and Councilmembers Brent Boger, Michelle Wagner, Paul Greenlee, Alex Yost, and Ernie Suggs

Absent: Julie Russell and Student Representative Mariah Moran

Staff:

David Scott, City Manager
Trevor Evers, Director of Public Works
Jennifer Forsberg, City Clerk/Finance Director
Mitch Kneipp, Community Development Director
Wendi Steinbronn, Police Chief
Jeanette Cefalo, Human Resources Director
Rose Jewell, Assistant to the City Manager

III. PUBLIC COMMENTS

Ray Kutch, former councilmember, called to checkin.

IV. NEW BUSINESS

A. Human Resources: Personnel Policy Update Paid Holidays

Jeanette Cefalo reviewed the draft policy to create language. This item will be on the January 25 agenda for consideration.

B. Public Works: Supplement to Professional Service Agreement with Wallis Engineering for Reservoir #6 Construction Engineering

Trevor Evers provided the following information.

- History of Wallis PSA
- Contract low bidder Catworks, LLC in the amount of \$243,824.12
- Engineer's estimate was \$375,000
- PSA with Wallis Engineering for Construction Assistance \$42,405
- Archaeological services included \$14,985
- Project within budget amount of \$330,000.
- This item in on the consent agenda

C. Public Works: Second Addendum to Purchase and Sale Agreement with LR6 Development, LLC

Trevor Evers provided the following information.

- The Lookout Ridge project included two different city infrastructure components identified in the city's master plan.
- Hayden Homes and Wellborn Ventures, Inc were compensated through a Development Agreement (DA) for the raw and finished land cost of the city's reservoir site.
- The amount of the improvements completed was \$202,469.33, to be issued as SDC credits
- The improvements have been installed and accepted by the city
- Staff is requesting that \$202,469.33 of water SDC credits be issued to Wellborn Ventures, Inc
- This item is on the consent agenda

D. Covid -19 Update

David Scott gave the following update.

- Emergency Order order status
- Governor's New Reopening Plan - Healthy Washington-Roadmap to Recovery
- The 2021-01 is on the consent agenda this evening
- State regions established
- Criteria for moving to Phase 2
- Evaluation of criteria reviewed every Friday
- Changes in the phasing definition
- Vaccination schedule
- Status of grant program

V. PUBLIC COMMENTS

None

VI. REPORTS AND COMMUNICATIONS

A. CITY MANAGER

David Scott no additional information to report beyond the Covid update.

B. MAYOR

Mayor Coston summarized her holiday activity.

C. CITY COUNCIL

Councilmember Greenlee reflected on his holiday activity.

Councilmember Suggs reflected on his Christmas holiday and inquired about the city's legislative goals.

Councilmember Boger announced his intent to resign at end of the quarter, his engagement, and plans to leave the area.

VII. ADJOURNMENT

Meeting ended 6:02.

Mayor

City Clerk

3.08 Paid Holidays (updated January, 2021):

Regular Holidays: The following holidays are recognized as municipal holidays for pay purposes. Regular full-time, regular part-time and trial service employees have these days off with pay:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

When a day recognized as a holiday by the City falls on Sunday, the following Monday is observed as the holiday. When a day recognized as a holiday by the City falls on Saturday, the preceding Friday is observed as the holiday. A holiday is defined as eight (8) hours for all regular full-time employees. Holiday hours are pro-rated for regular part-time employees based on the number of hours worked per week.

For the purpose of Christmas Eve and Christmas Day, the following schedule will be followed:

- When Christmas Day falls on a Saturday, Christmas Eve will be observed on the preceding Thursday and Christmas Day on the preceding Friday.
- When Christmas Eve falls on a Saturday and Christmas Day on a Sunday, Christmas Eve will be observed on the preceding Friday and Christmas Day on the following Monday.
- When Christmas Eve falls on a Sunday and Christmas Day on a Monday, Christmas Eve will be recognized on the following Monday and Christmas Day on the following Tuesday.

An employee eligible for holidays shall not receive holiday pay if they are on unpaid leave of absence or leave without pay, immediately prior to or immediately following the observed holiday.

Floating Holiday:

Non-represented employees will receive three (3) floating holidays.*

Advance approval from the employee's immediate supervisor must be received prior to use. Floating holidays (defined as eight hours) are used during the calendar year. Floating holidays are not considered as part of separation pay if they have not been used at the time of termination and do not carry over from year to year.

*Floating holiday hours are pro-rated in the employee's first year of service based on the employee's hire date.

Religious Holiday: An employee who wishes to be excused from work in observance of a religious holiday will request approval of the absence from the department director. If approved, the time off is charged against vacation leave, compensatory time or floating holiday.

City of Washougal, Washington
Supplemental Professional Service Agreement No. _____
Project Name _____

This Supplemental Agreement modifies the Professional Services Agreement (AGREEMENT) between _____
_____ (Contractor) and City of Washougal (OWNER) signed _____
for a PROJECT known as _____.

The following modifications are made to the PROFESSIONAL SERVICES AGREEMENT and all other terms
and conditions remain unchanged:

The Agreement shall be amended per this Supplemental Agreement. The fixed fee for this additional work
shall not exceed \$_____, as outlined in the attached Supplemental Scope of Work
_____.

The Contractor shall be registered with the Department of Homeland Security E-verify program. The
Contractor shall provide a fully executed Declaration of Participation in E-Verify Form to the City. If the
Contractor described herein uses a subcontractor in connection with the performance of the Contract,
the subcontractor shall, as a condition of the Contract, certify their participation in the E-Verify program
by submitting a Declaration of Participation Form. The Contractor and any subcontractors will not
knowingly employ or contract with an unauthorized alien.

IN WITNESS WHEREOF this Supplemental Agreement is made and executed this _____ day of
_____, _____ 2021.

BY:
City Manager

Consultant:

BY:

Title:

ATTEST:
City Clerk

Approved as to Form:

City Attorney

Vault Filing Number: _____

SCOPE OF WORK

The City of Washougal desires to perform rough grading at the site of the future Water Reservoir #6, before construction of houses begin in the adjacent development. This grading project may include rock excavation through blasting methods. The City engaged Wallis Engineering, PLLC to complete a preliminary evaluation of subsurface conditions and develop a bid package. Wallis Engineering had completed preliminary work in this area as part of its agreement with the City for the New Reservoir #6 & Booster Pump Stations Project.

The original scope of work, under WE#1487A, was entered into in September 2019, and as part of this agreement, Wallis completed a preliminary evaluation of subsurface conditions and developed a bid package for the grading work.

A supplemental agreement to WE #1487A – Supplement No. 1 – was entered into February 2020 to provide additional services related to the presence of shallow subsurface rock. As part of this agreement, Wallis completed additional work to clarify the survey vertical datum, coordinate with a blasting consultant, and develop project specific details and special provisions for rock blasting.

A new prime agreement, under WE #1487B, was entered into December 2020 to perform additional work to revise plans and specifications for wet weather construction (original work was to be constructed in the summer), provide permitting assistance, assist the City with bid phase services, and provide construction phase services.

This scope of work for Supplemental Agreement No. 1 (WE #1487B) addresses preconstruction tasks related to the archaeological requirements from the Department of Archaeology and Historic Preservation (DAHP) in 2016.

CONTRACT DURATION

Contract term remains the same as in Prime Agreement.

SUPPLEMENTAL SCOPE OF WORK

TASK 6 CONSTRUCTION PHASE SERVICES

6.1 Construction Services (Task Supplemented)

Archaeological Investigations NW (AINW) services include:

AINW will provide construction tasks related to the archaeological requirements from the Department of Archaeology and Historic Preservation in 2016. Work includes:

Pre-construction filings in preparation of monitoring:

- Prepare a site form for the displaced site within the project and upload it to DAHP, and
- Prepare a monitoring and inadvertent discovery plan (MIDP) and distribute it to Tribes and DAHP.

Construction monitoring

- On-site monitoring during construction including field time, time to download photos, prepare field notes, and travel to and from the job site.

- Preparation of a summary report of monitoring, once completed.
- The report will present a discussion on field activities and findings and will include a map showing the areas monitored and photographs.
- AINW will send the report to DAHP and the Tribes upon conclusion.

Task 6 Assumptions:

- Five on-site field days that will be 8-hour days.
- Assume there will no discoveries.

Task 6 Deliverables:

- DAHP Site Form.
- MIDP Form.

Fee Estimate
 City of Washougal | Reservoir 6 Rough Grading
 January 2021 | WE# 1487B

		AE	EM2	SE2	SE1	T3	A6	A4	Wallis Labor	Expenses	Subconsultants	Total
											AINW	Cost
Task 6	Construction Phase Services											
6.1	Construction Services								\$ -		\$ 14,985.00	\$ 14,985.00
	Project Subtotal	0	0	0	0	0	0	0	\$ -	\$ -	\$ 14,985.00	\$ 14,985.00

Depending on availability, actual staff usage may not match the above estimated hours breakdown. Billing rates for all staff are listed in the Rate Schedule.

FEE SUMMARY	
Wallis Labor	\$ -
Wallis Expenses	\$ -
Subconsultants	
AINW	\$ 14,985.00
Klein	\$ -
<i>NOTE: Fee includes 10% markup</i>	
TOTAL BUDGET	\$ 14,985.00



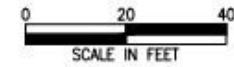
RATE SCHEDULE

Rate Schedule good through December, 31, 2021

<u>Title</u>	<u>Range</u>	
Associate Engineer	\$147	\$147
Senior Engineer	\$200	\$200
Engineering Manager I - VI	\$172	\$197
Project Engineer I - IX	\$119	\$167
Staff Engineer I - IV	\$99	\$117
Engineering Intern I - III	\$61	\$68
Designer	\$116	\$136
Construction Manager	\$125	\$150
Inspector I-II	\$107	\$130
Technician I-IV	\$100	\$91
Administrative I – VI	\$63	\$80

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.

-



Reservoir #6 SPSA with Wallis Engineering for added Archaeological Services

01/11/2021| Presented by Trevor Evers



City of Washougal

Our mission is to provide leadership and effective, fiscally responsible services that achieve our community's vision.

SPSA with Wallis Engineering

- September of 2019 a PSA with Wallis was set up for design of the finish grading of future Reservoir #6. Project was initiated to complete blasting prior to homes being occupied in Lookout Ridge Phase 6
- March of 2020 the project was put on hold due to COVID 19 and budget constraints
- October of 2020, project was re-started. Catworks, LLC was awarded the construction contract in the amount of \$243,824.12. Engineer's estimate was \$75,000.

SPSA with Wallis Engineering

- The City executed a PSA with Wallis Engineering in the amount of \$42,405 for Construction Assistance
- Wallis forgot to add in Archaeological Services into the PSA in the amount of \$14,985. Includes site reporting, monitoring, and summary report.
- This would bring the total amount of the construction plus consulting services to $\$243,824.12$ (Construction) + $\$57,390$ (Wallis) = $\$301,241.12$.
- This is within the budgeted amount of \$330,000.
- Staff would recommend that council authorize the CM to execute an SPSA with Wallis Engineering in the amount of \$14,985 for Archaeological Services bringing the total amount of Wallis' contract to \$57,390.





NOTES:

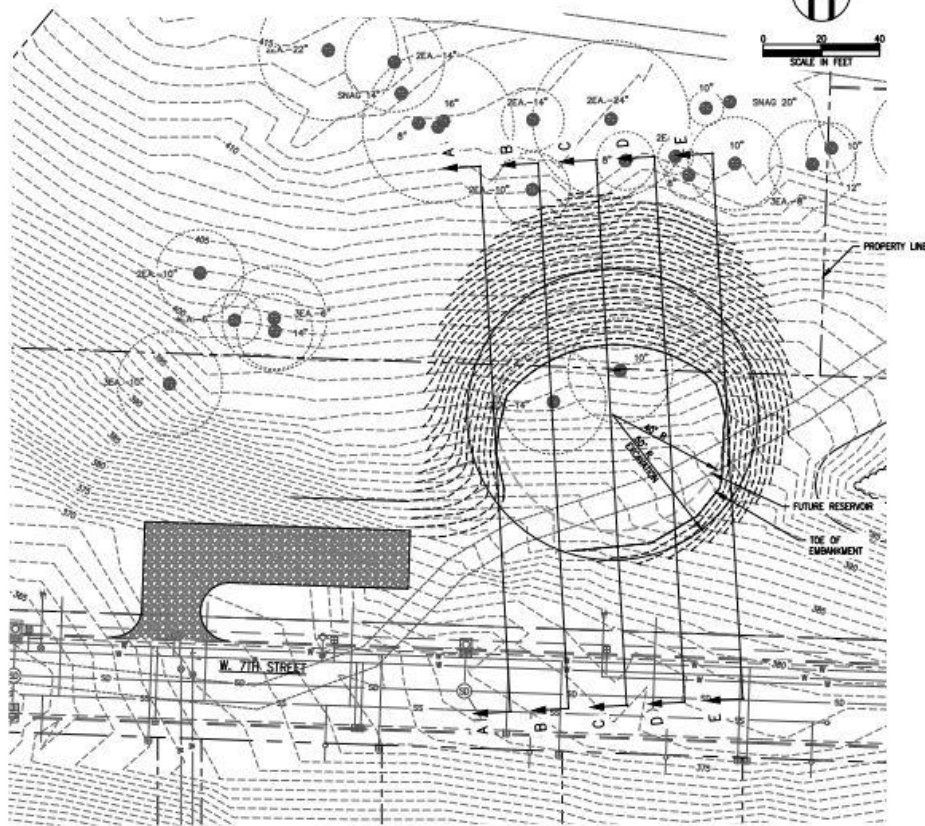
1. ALL FRACTURED OR LOOSENED MATERIAL BELOW SUBGRADE ELEV. 383.07 SHALL BE REMOVED AND REPLACED WITH STRUCTURAL FILL CONSISTING OF CLEAN (LESS THAN 5% PASSING THE NO. 200 SIEVE) 3"-10" CRUSHED ROCK, COMPACTED TO 95% PER ASTM D 698. ROCK EXCAVATION SPOILS THAT ARE SORTED AND SCREENED TO MEET THIS CRITERIA MAY BE SUITABLE FOR USE AS STRUCTURAL FILL.
2. STRUCTURAL SUBGRADE FILL SHALL BE PLACED IN LIFTS NOT EXCEEDING 12" (LOOSE), AND COMPACTED USING A MEDIUM-WEIGHT (45" DIAMETER DRUM) SMOOTH, STEEL-WHEELED VIBRATORY ROLLER. ROCK LARGER THAN 1.5" SIZE SHALL BE COMPACTED UNTIL IT IS KEYED AND UNYIELDING BASED ON VISUAL INSPECTION.
3. 8" CRUSHED SURFACING SHALL BE PLACED ON UNDISTURBED SLOPE PRIOR TO PLACEMENT OF ROCK EMBANKMENT. TRAMP AND COMPACT CRUSHED SURFACING INTO PLACE TO PREVENT SLOUGHING DURING PLACEMENT OF ROCK EMBANKMENT.
4. CRUSHED SURFACING SHALL BE EITHER BASE COURSE OR TOP COURSE PER SECTION 9-03.9(3).
5. CONSTRUCT ROCK EMBANKMENT USING CLEAN BLAST SPOILS (LESS THAN 10% PASSING THE NO. 4 SIEVE), NOT EXCEEDING 18" IN SIZE. COMPACT UNTIL IT IS KEYED IN AND UNYIELDING BASED ON VISUAL INSPECTION.

EARTHWORK QUANTITY

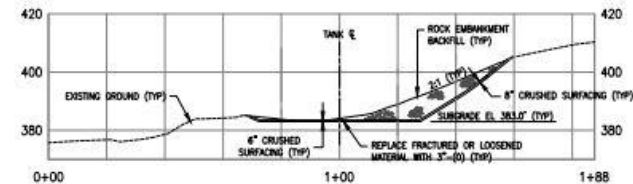
ROCK EMBANKMENT	1,260 CY
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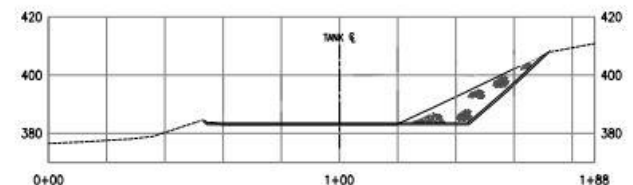
SCALE IN FEET
0 20 40



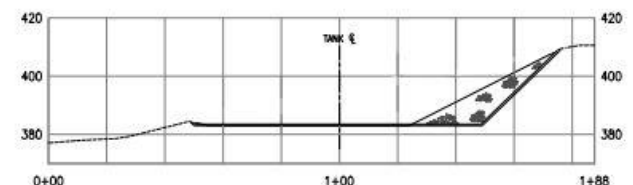
EMBANKMENT GRADING PLAN



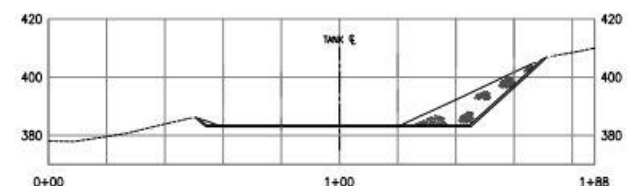
SECTION A PROFILE



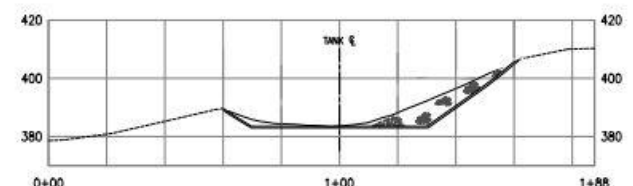
SECTION B PROFILE



SECTION C PROFILE



SECTION D PROFILE



SECTION E PROFILE



BY	DATE
REVISION	
NO.	
DESIGNED BY	JM/TCS
CHECKED BY	TS
IN CHARGE	WV
SCALE	ONE INCH = FIFTY FEET OR AS NOTED

EMBANKMENT GRADING PLAN

wallis engineering	DATE
PROJECT NO.	10/2020
1467A	

CITY OF WASHOUGAL RESERVOIR 6 ROUGH GRADING

DRAWING NO:

C4

4 OF 7

Thank you and any questions!!



City of Washougal

**CITY OF WASHOUGAL
LR6 DEVELOPMENT, LLC
PURCHASE AND SALE AGREEMENT ADDENDUM #2**

This agreement entered into this ____ day of January, 2021 by and between the CITY OF WASHOUGAL a municipal corporation located in the County of Clark, State of Washington (hereinafter referred to as the City) and LR6 DEVELOPMENT, LLC, a Washington Limited Liability Company as successor-in-interest to Seller, LOOKOUT RIDGE, LLC (hereinafter referred to as "Lookout").

The parties recite and declare that:

1. The City and Lookout entered into a Purchase and Sale Agreement on the 8th day of June, 2015 for the purchase and sale of real property in the City of Washougal, and site preparation thereon;
2. That agreement was modified by an Addendum #1 revising time frames and compensation
3. The City and Lookout wish to enter into a contract Addendum to add a term to the agreement.

For the reasons set forth above and in consideration of the mutual promises, covenants and provisions contained herein, and the mutual benefits to be derived therefrom the City and Lookout agree as follows:

**Section 1
Addendum #2 to Agreement**

The following language is added to the Purchase and Sale Agreement dated June 8, 2015 as modified by Amendment #1:

LR6 has constructed oversizing of water facilities within their project meeting the requirements of the city's water master plan. This oversizing shall be paid in the form of System Development Charge Credits in the amount of \$202,469.33. The engineering and construction costs for this work are identified in Exhibit "A".

**Section 2
Reaffirmation**

Except as so modified, the parties reaffirm the terms of the original agreement and its Amendment #1.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have executed this contract at Washougal, Washington, this _____ day of _____, 20____.

CITY OF WASHOUGAL

LR6 DEVELOPMENT, LLC

By: WELBORN VENTURES, INC., Owner

By: _____
David Scott, its City Manager

By: _____
Darren M. Welborn, P.E., its _____
Name & Title

12042 WE Sunnyside Rd.
Happy Valley, OR 97015
Mailing Address

Approved as to form

Kenneth B Woodrich,
City Attorney

Telephone Number

Federal Tax ID Number

UBI#



Tapani, Inc.
PO Box 1900 • 1904 SE 6th Place
Battle Ground, WA 98604
(360) 687-1148
WA: TAPANI*88OE
OR: 63434

Sitework Proposal

QUOTE
TO Darren Welborn

7/9/18

PROJECT	BID DATE
Lookout 6 Reimbursable Water	7/9/18

CLIENT #	DESCRIPTION	QUAN	UNIT	UNIT PRICE	EXT PRICE
Earthwork					
	Hard Rock Excavation - Blasting Utility Trenches	695.000	LF	\$ 31.00	\$21,545.00
	Crushing Native/Blasted Material	3,111.000	CY	\$ 9.50	\$29,554.50
	Trench Spoil Haul Onsite	600.000	CY	\$ 2.25	\$1,350.00
Subtotal Earthwork					\$52,449.50
Reimbursable Waterline and Fixtures					
	12" DIP Water Line	1335	LF	\$ 83.00	\$110,805.00
	Temp Blow Off	1.000	EA	\$1,500.00	\$1,500.00
	Combination ARV	1.000	EA	\$2,250.00	\$2,250.00
	Connect to Existing	2.000	EA	\$2,000.00	\$4,000.00
Subtotal Reimbursable Waterline and Fixtures:					\$118,555.00
TOTAL:					\$171,004.50
Engineering/Survey/Testing/Soft Costs - 10%					\$17,100.45
Washington Sales Tax 8.4%					\$ 14,364.38
GRAND TOTAL					\$202,469.33

THE NAME YOU CAN TRUST

Lookout Ridge Phase 6 Water SDC

01/11/2021| Presented by Trevor Evers



City of Washougal

Our mission is to provide leadership and effective, fiscally responsible services that achieve our community's vision.

Lookout Ridge Phase 6 Water SDC

- The Lookout Ridge project included two different city infrastructure components. The first was land acquisition for siting the city's future Reservoir 6. The second was installation of a 12" water distribution line identified in the city's master plan.
- The original developer, Hayden Homes, sold the raw land to the city in 2017. They then sold the raw land to Wellborn Ventures, Inc in May of 2018, which was then developed into the final subdivision. Each developer was compensated through a Development Agreement (DA) for the raw and finished land cost of the city's reservoir site.

Continue...

- The original DA associated with the project only addressed the land acquisition associated with the city's future reservoir 6. An additional requirement of the project was to install a separate 12" distribution water line per the city's water master plan.
- The amount of the improvements completed was \$202,469.33. This amount was only to be issued as SDC credits and not as a cash payment.
- The improvements have been installed and accepted by the city.
- Staff is requesting that \$202,469.33 of water SDC credits be issued to Wellborn Ventures, Inc



Thank you and any questions!!



City of Washougal

COVID-19 EMERGENCY LEAVE POLICY

On March 19, 2020 the Family First Coronavirus Response Act (“FFCRA”) was enacted at the outset of the Covid-19 pandemic, and provided for Emergency Paid Sick Leave (“EPSL”) to eligible employees who are unable to work for reasons related to the ongoing health pandemic. This provision expired on December 31, 2020. The City will provide a continuation of EPSL pursuant to this policy.

The provisions as outlined in this policy are available to employees that did not use and/or exhaust the EPSL benefits provided under FFCRA. This policy is effective January 1, 2021 and shall expire on June 30, 2021.

I. POLICY STATEMENT

The City is committed to supporting employees’ health and safety together with maintaining business operations and meeting the needs of City customers. To support these goals during the continued COVID-19 Public Health Emergency, there is established this COVID-19 Emergency Leave Policy (“Policy”).

II. PURPOSE

During the continued COVID-19 Public Health Emergency it is in the City’s and the employees’ best interests to supplement our leave provisions. This Policy describes EPSL effective only for the COVID-19 Public Health Emergency and subject to the provisions of this policy.

III. DEFINITIONS

Quarantine – is what you do if you have been exposed to COVID-19. Quarantine means you stay home and away from others for the recommended period of time in case you are infected and contagious. Quarantine becomes isolation if you later test positive for COVID-19 or develop COVID-19 symptoms.

Isolation – is what you do if you have COVID-19 symptoms or have tested positive for COVID-19. Isolation means you stay home and away from others (including household members) for the recommended period of time to avoid spreading the illness.

Teleworking – Working from an off-site or home office location.

EPSL – Emergency Paid Sick Leave

IV. THE FOLLOWING PAID LEAVE IS AVAILABLE AS SPECIFIED IN RESPONSE TO COVID 19

Suspected or Confirmed Cases of Employee or Immediate Family Member Living in the Same Household

- When an employee or employee’s immediate family member living in the same household is suspected or confirmed to have contracted the COVID-19 illness, the employee will be eligible for up to 80 hours of EPSL. The suspected or confirmed diagnosis must be reported to the employee’s department director and Human Resources.
- EPSL will be available following a suspected or confirmed diagnosis until the employee has been cleared to return to work by a public health official, or the employee has met the required

criteria based on quarantine or isolation, as applicable. The employee will not be required to work during the EPSL; however, the employee shall telework if available and able to do so.

- Employees with a suspected or confirmed diagnosis or an immediate family member living in the same household with a suspected or confirmed diagnosis must quarantine or isolate for the period required by guidelines established by a federal, state or local public health entity.
- The City retains the right to request written verification confirming the diagnosis and duration of illness, which may include a signed affidavit from the employee, or any other information requested by the City.
- For the first 80 hours of such leave the City will designate such leave as EPSL pursuant to this policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.

Employee with COVID-19 Type Symptoms Should Stay Home or Leave the Work Premises

- It is the recommendation of the CDC that employees who appear to have COVID-19 type symptoms (as described by CDC guidance on COVID-19) should not report to work, or, if they become sick with COVID-19 type symptoms while at work, they should be separated from other employees and be sent home immediately.
- An employee in this case will be provided EPSL pursuant to this policy.
- An employee in this case must isolate. The employee shall seek medical advice and care from a medical professional. Upon determination by a medical professional that the employee does not have COVID-19, for the remainder of their absence from the office under physician guidance the employee may use their leave banks, leave without pay or telework if available. If it is determined that the employee has COVID-19, the provisions regarding a confirmed case apply.

Quarantine and/or Isolation

- When an employee is quarantined or isolated per guidelines established by a federal, state or local public health entity and is otherwise healthy (has not contracted COVID-19), or does not have symptoms, teleworking is required using the Telecommuting Agreement. Employees must report their quarantined or isolated status to their department director and Human Resources. If the employee's job is not one where teleworking is an option, managers and employees are encouraged to work together to identify some productive work the employee may be able to perform while teleworking. This can include work that is not part of the employee's regular job, project work, required or optional online training, or other work that can support employee development. If a quarantined or isolated employee can telework as determined by the City but elects not to do so, the employee must use accrued leave or Leave Without Pay if necessary while self-quarantined or isolated.
- If a quarantined or isolated employee who is otherwise healthy is unable to perform any work by teleworking in any capacity as determined by the City, the employee will be paid up to 80 hours of EPSL at their regular pay rate for their regular hours. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.

- Employees who are quarantined and/or isolated must remain in quarantine and/or isolation until their quarantine and/or isolation is completed per guidelines established by a federal, state or local public health entity and be available by phone or other agreed means during their scheduled work hours.
- If during quarantine an employee is confirmed to have contracted COVID-19 the employee will be required to isolate according to federal, state or local public health entity and will continue to be eligible for up to 80 hours of EPSL and/or a telework option as described in this Policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.
- The City retains the right to request written verification confirming the circumstances requiring the quarantine and/or isolation, which may include a signed affidavit from the employee, or any other information requested by the City.

General Provisions Regarding Eligibility for EPSL

- In all categories described above, if the purpose for the quarantine and/or isolation is due to a violation of the Governor's orders, or if there is reasonable suspicion that an employee violated the Governor's orders that are in place during this policy period, the employee will not be eligible for EPSL. The employee must use accrued leave or leave without pay until they have been cleared by a health professional or the employee has met the required criteria based on quarantine or isolation, as applicable. This exclusion does not include participation in permitted activities or travel for emergency purposes.
- Any EPSL hours used in 2020 pursuant to the FFCRA shall be counted toward the maximum of 80 hours of EPSL available under this policy.

On the Job Exposure

- If an employee is exposed to COVID-19 on the job, the employee shall file a workers' compensation claim and EPSL will be provided to ensure the employee receives their regular rate of pay, up to 80 hours of EPSL. Employees shall file a claim as usual through their healthcare provider. The employee will be provided up to 80 hours of EPSL pending approval and payment based on the claim. Employee will reimburse City when payment is issued by L&I such that they only receive 100% of their regular rate of pay. After the exhaustion of the provided 80 hours of EPSL, the regular procedures related to worker's compensation will apply.

V. PROCEDURE

- EPSL will only be in effect for the duration of this policy.

VI. OTHER

- If there is a conflict between guidelines issued by a federal, state or local public health entity, the City will make the determination as to which guidelines apply for the purpose of administering this Policy.

- Eligible employees must take appropriate steps while on EPSL to practice social distancing and limit the potential exposure to the COVID-19 virus by following the CDC guidelines located at <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>
- Eligible employees who become sick (not with COVID-19) while on EPSL must notify their supervisor consistent with existing policy. Such employees will not be required to be available for assigned work as described above and will be allowed to use accrued leave or Leave Without Pay for the period of unavailability.

DRAFT

COVID-19 EMERGENCY LEAVE POLICY

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The City is committed to supporting employees' health and safety together with maintaining business operations and meeting the needs of City customers. To support these goals during the continued COVID-19 Public Health Emergency, there is established this COVID-19 Emergency Leave Policy ("Policy").

II. PURPOSE

During the continued COVID-19 Public Health Emergency it is in the City's and the employees' best interests to supplement our leave provisions. This Policy describes EPSL effective only for the COVID-19 Public Health Emergency and subject to the provisions of this policy.

III. DEFINITIONS

Quarantine – is what you do if you have been exposed to COVID-19. Quarantine means you stay home and away from others for the recommended period of time in case you are infected and contagious. Quarantine becomes isolation if you later test positive for COVID-19 or develop COVID-19 symptoms.

Isolation – is what you do if you have COVID-19 symptoms or have tested positive for COVID-19. Isolation means you stay home and away from others (including household members) for the recommended period of time to avoid spreading the illness.

Teleworking – Working from an off-site or home office location.

EPSL – Emergency Paid Sick Leave

IV. THE FOLLOWING PAID LEAVE IS AVAILABLE AS SPECIFIED IN RESPONSE TO COVID 19

Suspected or Confirmed Cases of Employee or Immediate Family Member Living in the Same Household

- When an employee or employee's immediate family member living in the same household is suspected or confirmed to have contracted the COVID-19 illness, the employee will be eligible for up to 80 hours of EPSL. The suspected or confirmed diagnosis must be reported to the employee's department director and Human Resources.
- EPSL will be available following a suspected or confirmed diagnosis until the employee has been cleared to return to work by a public health official, or the employee has met the required criteria based on quarantine or isolation, as applicable. The employee will not be required to work during the EPSL; however, the employee shall telework if available and able to do so.

- Employees with a suspected or confirmed diagnosis or an immediate family member living in the same household with a suspected or confirmed diagnosis must quarantine or isolate for the period required by guidelines established by a federal, state or local public health entity.
- The City retains the right to request written verification confirming the diagnosis and duration of illness, which may include a signed affidavit from the employee, or any other information requested by the City.
- For the first 80 hours of such leave the City will designate such leave as EPSL pursuant to this policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.

Employee with COVID-19 Type Symptoms Should Stay Home or Leave the Work Premises

- It is the recommendation of the CDC that employees who appear to have COVID-19 type symptoms(as described by CDC guidance on COVID-19) should not report to work, or, if they become sick with COVID-19 type symptoms while at work, they should be separated from other employees and be sent home immediately.
- An employee in this case will be provided EPSL pursuant to this policy.
- An employee in this case must isolate. The employee shall seek medical advice and care from a medical professional. Upon determination by a medical professional that the employee does not have COVID-19, for the remainder of their absence from the office under physician guidance the employee may use their leave banks, leave without pay or telework if available. If it is determined that the employee has COVID-19, the provisions regarding a confirmed case apply.

Quarantine and/or Isolation

- When an employee is quarantined or isolated per guidelines established by a federal, state or local public health entity and is otherwise healthy (has not contracted COVID-19), or does not have symptoms, teleworking is required using the Telecommuting Agreement. Employees must report their quarantined or isolated status to their department director and Human Resources. If the employee's job is not one where teleworking is an option, managers and employees are encouraged to work together to identify some productive work the employee may be able to perform while teleworking. This can include work that is not part of the employee's regular job, project work, required or optional online training, or other work that can support employee development. If a quarantined or isolated employee can telework as determined by the City but elects not to do so, the employee must use accrued leave or Leave Without Pay if necessary while self-quarantined or isolated.
- If a quarantined or isolated employee who is otherwise healthy is unable to perform any work by teleworking in any capacity as determined by the City, the employee will be paid up to 80 hours of EPSL at their regular pay rate for their regular hours. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.
- Employees who are quarantined and/or isolated must remain in quarantine and/or isolation until their quarantine and/or isolation is completed per guidelines established by a federal, state or local public health entity and be available by phone or other agreed means during their scheduled work hours.

- If during quarantine an employee is confirmed to have contracted COVID-19 the employee will be required to isolate according to federal, state or local public health entity and will continue to be eligible for up to 80 hours of EPSL and/or a telework option as described in this Policy. After which time, if the employee is still unable to work (or telework), for any additional hours beyond 80, the employee will have the choice of using their accrued leave: sick leave, vacation, annual leave or compensation time for non-exempt employees, until they have been cleared by a public health official or the employee has met the required criteria based on quarantine or isolation, as applicable.
- The City retains the right to request written verification confirming the circumstances requiring the quarantine and/or isolation, which may include a signed affidavit from the employee, or any other information requested by the City.

General Provisions Regarding Eligibility for EPSL

- In all categories described above, if the purpose for the quarantine and/or isolation is due to a violation of the Governor's orders, or if there is reasonable suspicion that an employee violated the Governor's orders that are in place during this policy period, the employee will not be eligible for EPSL. The employee must use accrued leave or leave without pay until they have been cleared by a health professional or the employee has met the required criteria based on quarantine or isolation, as applicable. This exclusion does not include participation in permitted activities or travel for emergency purposes.
- Any EPSL hours used in 2020 pursuant to the FFCRA shall be counted toward the maximum of 80 hours of EPSL available under this policy.

On the Job Exposure

- If an employee is exposed to COVID-19 on the job, the employee shall file a workers' compensation claim and EPSL will be provided to ensure the employee receives their regular rate of pay, up to 80 hours of EPSL. Employees shall file a claim as usual through their healthcare provider. The employee will be provided up to 80 hours of EPSL pending approval and payment based on the claim. Employee will reimburse City when payment is issued by L&I such that they only receive 100% of their regular rate of pay. After the exhaustion of the provided 80 hours of EPSL, the regular procedures related to worker's compensation will apply.

V. PROCEDURE

- EPSL will only be in effect for the duration of this policy.

VI. OTHER

- If there is a conflict between guidelines issued by a federal, state or local public health entity, the City will make the determination as to which guidelines apply for the purpose of administering this Policy.
- Eligible employees must take appropriate steps while on EPSL to practice social distancing and limit the potential exposure to the COVID-19 virus by following the CDC guidelines located at <https://www.cdc.gov/coronavirus/2019-ncov/community/index.html>
- Eligible employees who become sick (not with COVID-19) while on EPSL must notify their supervisor consistent with existing policy. Such employees will not be required to be available for assigned work as described above and will be allowed to use accrued leave or Leave Without Pay for the period of unavailability.

Washougal COVID-19 Response

January 11, 2021 Update to Council



City of Washougal

Washougal COVID-19 Response: October 12, 2020 Update

What We Will Cover:

- ❖ Governor's new plan: "Healthy Washington–Roadmap to Recovery"
- ❖ Overall Update



Washougal COVID-19 Response: January 11, 2021 Update

❖ Status of Emergency Orders

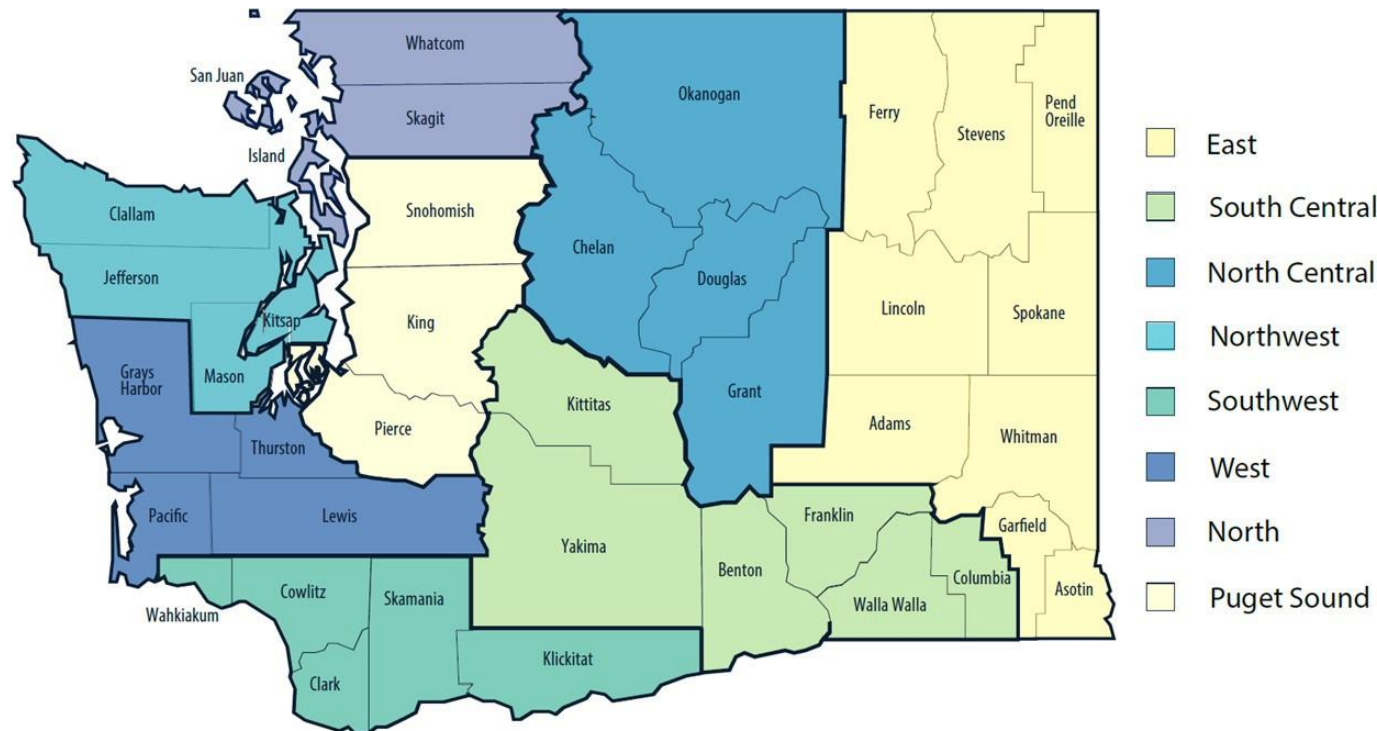
- Emergency Declaration 2020-01 in place
- Council Emergency Order 2020-06 (adopted June 8, 2020)
 - ✓ Modifies Emergency Orders 2020-02, 2020-03, 2020-04 and 2020-05 (simplified approach)
 - ✓ Directs administration to follow the Governor's proclamations (covers facilities, programs, meetings, events)
 - ✓ Extended Emergency Leave until Phase 4
 - ✓ Extended private mortgage foreclosure, commercial eviction and residential inspection limitations until Phase 3
 - ✓ Duration of Order tied to Governor's proclamations
- Council Emergency Order 2020-07 (adopted September 28, 2020)
 - ✓ Modified and eliminated non-federally mandated Emergency Leave
- Council Emergency Order 2021-01 (on consent this evening)
 - ✓ Continues federally mandated (now voluntary) Emergency Leave
 - ✓ References Governor's new plan for timing of private mortgage foreclosure, commercial eviction and residential inspection limitations



Washougal COVID-19 Response: January 11, 2021 Update

❖ “Healthy Washington–Roadmap to Recovery” (effective January 11, 2021)

- Under the plan, there are only two phases of reopening to start, and the state will add more as the situation improves. All counties, which are grouped into eight regions, have begun in Phase 1.
- Southwest Region: Wahkiakum, Cowlitz, **Clark**, Skamania and Klickitat counties



Washougal COVID-19 Response: January 11, 2021 Update

❖ To move on to Phase 2, the region must meet the following four targets:

- 10% decreasing trend in two-week rate of COVID-19 cases per 100K population
- 10% decrease in two-week rate new COVID-19 hospital admission rates per 100K population**
- ICU occupancy (total — COVID-19 and non-COVID-19) of less than 90%
- COVID-19 test positivity rate of <10%**

** Not met as of January 8, 2021

❖ To remain in Phase 2, regions must meet at least 3 metrics:

- Decreasing or flat trend in two-week rate of COVID-19 cases per 100K population
- Decreasing or flat trend in two-week rate new COVID-19 hospital admission rates per 100K population
- ICU occupancy (total — COVID-19 and non-COVID-19) of less than 90%
- COVID-19 test positivity rate of <10%



Washougal COVID-19 Response: January 11, 2021 Update

- ❖ The metrics for each region will be updated on the Risk Assessment Dashboard every Friday.
- ❖ Dependent on a region's metrics, DOH will move a region into a new phase (forward or backward) the following Monday.
- ❖ DOH and local health departments reserve the right to move a region outside of this timing, and additional phases may be added as the state's COVID-19 situation changes with continued vaccine distribution and other changes in public health response.



Healthy Washington - Roadmap to Recovery

Activities	Phase 1	Phase 2
Social and At-Home Gathering Size — Indoor	Prohibited	Max of 5 people from outside your household, limit 2 households
Social and At-Home Gathering Size — Outdoor	Max of 10 people from outside your household, limit 2 households	Max of 15 people from outside your household, limit 2 households
Worship Services	Indoor maximum 25% capacity	Indoor maximum 25% capacity
Retail Stores (includes farmers' markets, grocery and convenience stores, pharmacies)	Maximum 25% of capacity, encourage curbside pick-up	Maximum 25% of capacity, encourage curbside pick-up
Professional Services	Remote work strongly encouraged, 25% capacity otherwise.	Remote work strongly encouraged, 25% capacity otherwise.
Personal Services	Indoor maximum 25% capacity.	Indoor maximum 25% capacity.
Eating and Drinking Establishments (establishments only serving individuals 21+ and no food remain closed)	Indoor dining prohibited. Outdoor dining, 11 PM close, maximum 6 per table, limit 2 households per table	Indoor dining available 25% capacity, 11 PM close. Outdoor dining available, maximum 6 per table, limit 2 households per table
Weddings and Funerals	Ceremonies are limited to a total of no more than 30 people. Indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are prohibited.	Ceremonies and indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are permitted and must follow the appropriate venue requirements. If food or drinks are served, eating and drinking requirements apply. Dancing is prohibited.
Indoor Recreation and Fitness Establishments (includes gyms, fitness organizations, indoor recreational sports, indoor pools, indoor K-12 sports, indoor sports, indoor personal training, indoor dance, no-contact martial arts, gymnastics, climbing)	Low risk sports (including dance, no-contact martial arts, gymnastics, and climbing) permitted for practice and training only in stable groups of no more than 5 athletes. Appointment based fitness/training; 45-minute max session, no more than 1 customer/athlete per room or per 500/sq. ft. for large facilities.	Low and moderate risk sports competitions permitted (no tournaments). Fitness and training maximum 25% capacity.
Outdoor Sports and Fitness Establishments (outdoor fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails, outdoor campsites, outdoor K-12 sports, outdoor sports, outdoor personal training, outdoor dance, outdoor motorsports)	Low and moderate risk sports permitted for practice and training only (no tournaments). Outdoor guided activities, hunting, fishing, motorsports, parks, camping, hiking, biking, running, snow sports, permitted.	Low, moderate, and high-risk sports competitions allowed (no tournaments), maximum 200 including spectators.
Indoor Entertainment Establishments (includes aquariums, indoor theaters, indoor arenas, indoor concert halls, indoor gardens, indoor museums, indoor bowling, indoor trampoline facilities, indoor cardrooms, indoor entertainment activities of any kind, indoor event spaces)	Private rentals/tours for individual households of no more than 6 people permitted. General admission prohibited.	Maximum 25% capacity. If food or drinks are served, eating and drinking requirements apply.
Outdoor Entertainment Establishments (includes zoos, outdoor gardens, outdoor aquariums, outdoor theaters, outdoor stadiums, outdoor event spaces, outdoor arenas, outdoor concert venues, rodeos)	Ticketed events only: Groups of 10, limit 2 households, timed ticketing required.	Groups of 15, limit 2 households per group, maximum 200 including spectators.

NOTE: Live entertainment is no longer prohibited but must follow guidance above for the appropriate venue. Long-term Care facilities, professional and collegiate sports remain governed by their current guidance/proclamations separate from this plan.



Washougal COVID-19 Response: January 11, 2021 Update

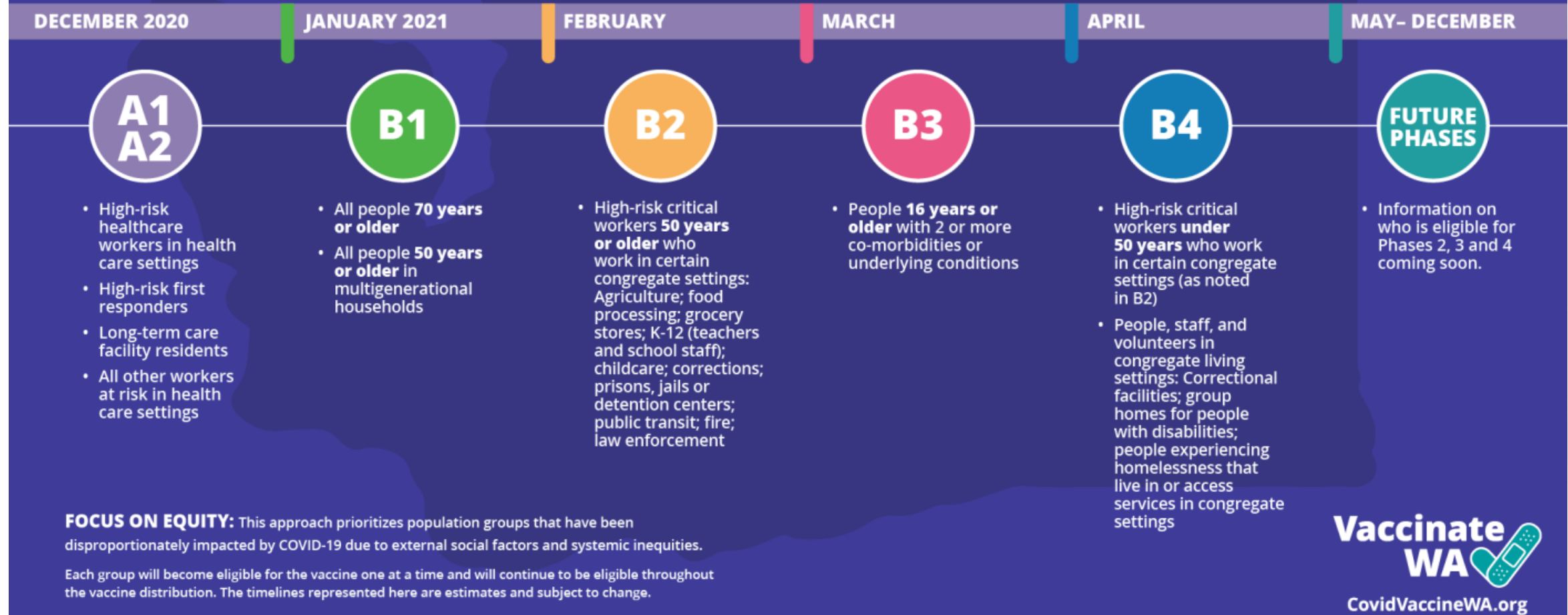
- ❖ City Facilities: no change pending updated guidance from the State
- ❖ Council Meetings: no change pending updated guidance from the State; in-person meetings still not allowed;



WASHINGTON'S COVID-19 VACCINE PHASES

Phase 1 Estimated Timeline (Tiers A and B)

Find out if it's your turn at **FindYourPhaseWA.org**



Washougal COVID-19 Response: January 11, 2021 Update

❖ Questions/Discussion

