

Town of Yacolt Council Meeting Agenda

Monday, April 20, 2020

7:00 PM

By Telephone only

dial in using your phone.

United States: [+1 \(571\) 317-3117](tel:+15713173117)

Access Code: 849-089-373

Call to Order

Flag Salute

Roll Call

Late Changes to the Agenda

Minutes of Previous Meeting(s)

- [1.](#) Approve 4-6-2020 Council Meeting Minutes

Citizen Communication

Anyone requesting to speak to the Council regarding items not on the agenda may come forward at this time. Comments are limited to 3 minutes. Thank you.

Unfinished Business

- [2.](#) COVID-19 Paid Sick Leave - Information

New Business

- [3.](#) HUD 3 Year Agreement Renewal
- [4.](#) Cowlitz County Resolution about COVID to Inslee-discussion only

Public Works Department Report

Town Clerk's Report

Council's Comments

Mayor's Comments

Attorney's Comments

Approve to Pay Bills on Behalf of the Town

Executive Session

None

Adjourn

**Town of Yacolt
Council Meeting Minutes
Monday, April 06, 2020
7:00 PM
Town Hall**

Call to Order

Mayor Listek called meeting to order at 7:00pm.

Flag Salute

Roll Call

PRESENT

Mayor Katie Listek
Council Member Amy Boget
Council Member Michelle Dawson
Council Member Malita Moseley
Council Member Herb Noble
Council Member Marina Viray
Clerk Dawn Salisbury
Public Works Director Tom Esteb
Town Attorney David Ridenour

Late Changes to the Agenda

Add citizens communication to the end of the meeting in case residents call in.

Minutes of Previous Meeting(s)

1. Approve 2-18-2020 Meeting Minutes

Motion made by Council Member Moseley, Seconded by Council Member Dawson.
Voting Yea: Council Member Boget, Council Member Dawson, Council Member Moseley,
Council Member Noble

2. Approve 3-2-2020 Meeting Minutes

Motion made by Council Member Boget, Seconded by Council Member Dawson.
Voting Yea: Council Member Boget, Council Member Dawson, Council Member Noble, Council
Member Viray
Voting Abstaining: Council Member Moseley

3. Approve 3-16-2020 Council Meeting Minutes

Motion made by Council Member Viray, Seconded by Council Member Dawson.
Voting Yea: Council Member Boget, Council Member Dawson, Council Member Moseley,
Council Member Noble, Council Member Viray

Citizen Communication

None

Unfinished Business

None

New Business

4. Rotate Finance Committee

Council Member Boget nominated Council Member Moseley. Seconded by Council Member Viray.

Voting Yea: Council Member Boget, Council Member Dawson, Council Member Moseley,
Council Member Noble, Council Member Viray

5. Resolution #587 Building Dept Fee Schedule

Motion made by Council Member Boget, Seconded by Council Member Dawson.
Voting Yea: Council Member Boget, Council Member Dawson, Council Member Moseley,
Council Member Noble, Council Member Viray

6. Approve 3-16-2020 Declaration of Emergency Proclamation

7. Approve 3-17-2020 Mayor's Emergency Declaration Letter

8. Approve 3-27-2020 Emergency Declaration Amendment Proclamation

Council Member Boget made a motion to approve 3-16-2020 Declaration of Emergency Proclamation, approve 3-17-2020 Mayor's Emergency Declaration letter, and approve 3-27-2020 Emergency Declaration Amendment Proclamation. Seconded by Council Member Moseley.

Voting Yea: Council Member Boget, Council Member Dawson, Council Member Moseley,
Council Member Noble, Council Member Viray

9. Corona Virus- Financial Impacts

Mayor Listek went over decision to have staff stay home and financial concerns that the town may face due to the COVID-19 pandemic and how it may affect our revenue sources for remainder of year. Discussed remaining town events hoping they will just be postponed not

cancelled. Easter Egg hunt has been cancelled. Town Clean Up postponed for now. Will discuss future town events at May 4th meeting.

Discussed lay off and reduced hours versus furloughing of staff due to cost of health benefits the town will still have to incur if furloughing employees. Town Clerk will continue to investigate COVID-19 financial assistance for small town governments.

Council Member Moseley wanted to make sure if layoffs did happen that employees laid off would be called back first when work was available.

Council Member Boget brought up unemployment benefits including the extra \$600 a week and the stimulus checks that would help employees. She was most concerned about taking health care insurance away from employees and the struggle and cost to replace those benefits if laid off. She suggested the town does on call status for the Assistant Clerk and Public Works Assistant.

Council Member Dawson suggested looking into the workshare program and see if that would benefit the town financially.

Public Works Department Report

Public Works Director Esteb is willing to cut back hours if needed. He also stated that Assistant Gardner had other options for health benefits.

Public Works Director Esteb went over job priorities for public works. Tried street sweeper. Pump did not work so water could not be sprayed to keep dust down. Sweeper is awesome. Asked if there were funds available for banners or flowers. Mayor Listek would like to see if we could get those items donated to keep costs down. Public works will continue to work on necessary items only.

Town Clerk's Report

Clerk Salisbury has been busy keeping up on COVID-19 information and getting the town set up under FEMA grant portal for possible reimbursement of COVID-19 expenses. February bank statement and treasurers report waiting for Mayor's signature before being posted on website.

Council's Comments

Council Member Noble asked about procedure for paying bills. Clerk Salisbury will have financial committee review and approve the bills to be paid prior to or right after the council meeting. The other council members will review and sign them as soon as they are able to.

Council Member Dawson asked about getting a piece of property donated for a community garden. Mayor Listek stated it would violate the stay home order.

Council Member Noble stated that the council needed to stick together during this time.

Mayor's Comments

Mayor Listek talked to Shaun Ford at Fire District 13 and he wanted everyone to know how well the stay home orders are working to keep people safe. Emergency calls have decreased during this time showing residents are taking this seriously.

Mayor Listek is available by phone or email with any questions or concerns.

Attorney's Comments

Attorney Ridenour stated that the governor will most likely extend the stay home order.

Hardin property is on hold at this time due to the court system being cut back.

Town has very little control over health insurance costs as we are in a pool with many other government entities. Clerk Salisbury will look into any options or discounts available during this time.

Attorney Ridenour is mindful of the town's budgetary constraints and his future bills will reflect that.

Citizen Communication

None

Approve to Pay Bills on Behalf of the Town

Motion to approve to pay the bills on behalf of the town after review by the finance committee made by Council Member Viray and seconded by Council Member Dawson.

Voting Yea: Council Member Boget, Council Member Dawson, Council Member Moseley, Council Member Viray

Voting Nay: Council Member Noble

| | |
|---------------------------------|-----------------|
| 001 General Fund | 9,064.61 |
| 101 Streets | 9,614.91 |
| 103 Cemetery | 453.72 |
| 105 REET/Real Estate Excise Tax | 53.87 |
| 403 Storm Water | <u>5,605.82</u> |
| | 64,792.93 |

Check # 17107-17124

#17131-17143

Claims: 34,536.66

Payroll: 30,256.27

Executive Session

None

Adjourn

Mayor Listek adjourned meeting at 8:19 pm.

Katie Listek, Mayor

Dawn Salisbury, Clerk

DRAFT



Town of Yacolt Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

| | | | |
|-----------------------|----------------------------------|--------------------|--------------|
| Name: | Dawn Salisbury | Group Name: | Town Council |
| Address: | P.O. Box 160 Yacolt, WA 98675 | Phone: | 360-686-3922 |
| Email Address: | clerk@townofyacolt.com | Alt. Phone: | --- |

ITEM INFORMATION:

| | |
|-------------------------------------|--|
| Item Title: | COVID-19 Paid Sick Leave information |
| Proposed Meeting Date: | April 20, 2020 |
| Action Requested of Council: | Information purposes only. Flier given to employees on COVID-19 paid sick leave. |
| Proposed Motion: | |
| Summary/ Background: | |
| Staff Contact(s): | Dawn Salisbury |

EMPLOYEE RIGHTS

PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

The **Families First Coronavirus Response Act (FFCRA or Act)** requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.

► PAID LEAVE ENTITLEMENTS

Generally, employers covered under the Act must provide employees:

Up to two weeks (80 hours, or a part-time employee's two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

- 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
- $\frac{2}{3}$ for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total; and
- Up to 12 weeks of paid sick leave and expanded family and medical leave paid at $\frac{2}{3}$ for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.

► ELIGIBLE EMPLOYEES

In general, employees of private sector employers with fewer than 500 employees, and certain public sector employers, are eligible for up to two weeks of fully or partially paid sick leave for COVID-19 related reasons (see below). *Employees who have been employed for at least 30 days* prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

► QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to **telework**, because the employee:

- | | |
|---|---|
| <ol style="list-style-type: none">1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;2. has been advised by a health care provider to self-quarantine related to COVID-19;3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2); | <ol style="list-style-type: none">5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services. |
|---|---|

► ENFORCEMENT

The U.S. Department of Labor's Wage and Hour Division (WHD) has the authority to investigate and enforce compliance with the FFCRA. Employers may not discharge, discipline, or otherwise discriminate against any employee who lawfully takes paid sick leave or expanded family and medical leave under the FFCRA, files a complaint, or institutes a proceeding under or related to this Act. Employers in violation of the provisions of the FFCRA will be subject to penalties and enforcement by WHD.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

For additional information
or to file a complaint:

1-866-487-9243

TTY: 1-877-889-5627

dol.gov/agencies/whd



WH1422 REV 03/20



Town of Yacolt

Request for Council Action

CONTACT INFORMATION FOR PERSON/GROUP/DEPARTMENT REQUESTING COUNCIL ACTION:

| | | | |
|-----------------------|----------------------------------|--------------------|--------------|
| Name: | Dawn Salisbury | Group Name: | Town Council |
| Address: | P.O. Box 160 Yacolt, WA 98675 | Phone: | 360-686-3922 |
| Email Address: | clerk@townofyacolt.com | Alt. Phone: | --- |

ITEM INFORMATION:

| | |
|-------------------------------------|---|
| Item Title: | HUD 3 Year Agreement Renewal |
| Proposed Meeting Date: | April 20, 2020 |
| Action Requested of Council: | Information purposes only. Will renew automatically unless Council chooses to NOT participate in CDBG grant program for qualification period 2021-2023. |
| Proposed Motion: | |
| Summary/ Background: | |
| Staff Contact(s): | Dawn Salisbury |



April 6, 2020

Addressed to: Cities of Battle Ground, Camas, La Center, Ridgefield, Washougal, Woodland,
and Town of Yacolt, WA

Dear Mayors:

The U.S. Department of Housing and Urban Development (HUD) has notified us that Clark County continues to qualify as a Community Development Block Grant (CDBG) urban county. Since 1985, CDBG funds have been used for a variety of public improvements, community facilities, and housing activities throughout the county.

In 2014, your jurisdiction signed a three-year agreement that automatically renews each cycle. A copy of the agreement is included for your reference. **Your jurisdiction's participation in the urban county CDBG program will automatically continue. If you do not wish to continue participating, please notify the county of this intent, in writing, by June 7, 2020.** Communities that participate in the urban county CDBG program may not participate in the Washington State Small Cities CDBG program during the life of the cooperation agreement. Cities included in the urban county agreement will also be participating in Clark County's HOME Investment Partnerships Program, which provides funding for affordable housing.

Renewal recurs every three years. Units of general local government that choose to terminate the urban county three-year cooperation agreement may not rejoin during the life of the agreement (2021-2023), and conversely, units of government that sign the agreement may not withdraw from the agreement during the three years.

If your jurisdiction chooses not to continue to participate in the three-year agreement, Clark County and HUD's Washington State Field Office must be notified in writing of the decision to terminate the agreement by June 19, 2020. The address of HUD's Washington State Office is: 909 First Avenue, Suite 300, Seattle, WA 98104-1000. Such election to be excluded will be effective for the entire three-year period for which the urban county qualifies, unless your city specifically elects to be included in a subsequent year for the remainder of the county's three-year qualification period.

The urban county program in Clark County has provided numerous opportunities to our community and we hope that you will continue to participate in it.

If you have questions regarding this letter, please contact me at 564.397.7801.

Sincerely,

Michael Torres, Program Manager
Community Housing and Development

Attached: Three-Year Cooperation Agreement

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CLARK COUNTY AND THE CITIES OF BATTLE GROUND, CAMAS,
LA CENTER, RIDGEFIELD, WASHOUGAL, WOODLAND, and TOWN OF YACOLT**

**COMMUNITY DEVELOPMENT BLOCK GRANT
AND HOME INVESTMENT PARTNERSHIPS PROGRAMS
THREE-YEAR PROGRAM QUALIFICATION 2015-2017 AND SUCCEEDING
THREE-YEAR QUALIFICATION PERIOD**

THIS AGREEMENT is entered into between Clark County (hereinafter referred to as "COUNTY"), a political subdivision of the State of Washington, and the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and the Town of Yacolt (hereinafter referred to as "CITIES"), that are each a municipal corporation of the State of Washington within Clark County, for the cooperation of units of local government under the authority of RCW 39.34. It will become effective upon adoption by the parties and will continue until terminated as provided herein.

The circumstances surrounding the making of this Agreement are as follows:

- A. WHEREAS, the Congress of the United States has enacted the Housing and Community Development Act of 1974, as amended; and
- B. WHEREAS, the Congress has found and declared that the nation's cities, towns, and urban communities face critical social economic and environmental problems; and
- C. WHEREAS, the Congress has further found and declared that the future welfare of the nation and the well-being of its citizens depend on the establishment and maintenance of viable urban communities as social, economic and political entities; and
- D. WHEREAS, the primary objective of the Act is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and
- E. WHEREAS, consistent with this primary objective, the Federal assistance provided in this Act is for the support of community development activities which are directed toward the following specific objectives:
 - 1. The elimination of slums, blight and the prevention of blighting influences, and the deterioration of property and neighborhood and community facilities of importance to the welfare of the community, principally persons of low and moderate income; and

2. The elimination of conditions which are detrimental to health, safety and public welfare, through code enforcement, demolition, interim rehabilitation assistance, and related activities; and
 3. The conservation and expansion of the nation's housing stock in order to provide a decent home and a suitable living environment for all persons, but principally those of low and moderate income; and
 4. The expansion and improvement of the quantity and quality of community services, principally for persons of low and moderate income, which are essential for sound community development and the development of viable urban communities; and
 5. A more rational utilization of land and other natural resources and the better arrangement of residential, commercial, industrial, recreational, and other needed activity centers; and
 6. The reduction of the isolation of income groups within communities and geographical areas and the promotion of an increase in the diversity and vitality of neighborhoods through the spatial deconcentration of housing opportunities for persons of lower income, and the revitalization of deteriorating or deteriorated neighborhoods to attract persons of high income; and
 7. The restoration and preservation of properties of special value for historic, architectural, or aesthetic reasons; and
 8. The alleviation of physical and economic distress through the stimulation of private investment and community revitalization in areas with population out-migration or a stagnating or declining tax base; and
 9. The conservation of the nation's scarce energy resources, improvement of energy efficiency, and the provision of alternative and renewable energy sources; and
- F. WHEREAS, it is found that certain of these objectives are pertinent to the concerns and needs of the COUNTY and its CITIES; and
- G. WHEREAS, Title I of said Act provides that urban counties may, under some circumstances, receive entitlement for community development funds; and
- H. WHEREAS, one of the criteria for Urban County Eligibility is a county population of at least 200,000; and
- I. WHEREAS, the cities of Battle Ground, Camas, LaCenter, Ridgefield, Washougal, Woodland, and Yacolt desire to participate in the Community Development Block Grant and HOME Investment Partnership Program; and

- J. WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has specified the minimum provisions which must be included within any intergovernmental agreement into which local governments enter to qualify for Urban County eligibility;

NOW, THEREFORE, in consideration of the mutual promises made herein and the mutual benefits received hereunder, the parties agree as follows.

- K. The COUNTY and the CITIES agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- L. The CITIES authorize the inclusion of their populations for purposes of the Act to qualify the COUNTY as an Urban County and Participating Jurisdiction for Community Development Block Grant and HOME Investment Partnership Program funds from HUD.
- M. The COUNTY, as the applicant and grantee, assumes full responsibility, including final approval of the annual program, and also assumes all obligations of an applicant as specified in the Housing and Community Development Act of 1974, the amendments thereto, the National Affordable Housing Act of 1990, the amendments thereto, and the regulations thereunder, for Community Development Block Grant and HOME Investment Partnership (HOME) activities for Fiscal Year appropriations and program income generated from the expenditure of such funds. Projects may also be implemented and funds expended in accordance with subgrant agreements between the COUNTY and the cities signatory to this agreement.
- N. The COUNTY, as the Grantee, shall not fund activities in or in support of, any CITY that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY'S actions to comply with its fair housing certification.
- O. Pursuant to 24 CFR §570.501(b), the CITIES shall be subject to the same requirements applicable to subrecipients including the requirement of a written agreement as set forth in 24 CFR §570.503.
- P. The COUNTY and CITIES agree to take all action necessary to assure compliance with Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and Age Discrimination Act of 1975 as amended and other applicable laws and regulations.
- Q. The COUNTY and CITIES agree that, in the event a city undertakes any activity with urban county CDBG or HOME funds which generates program income as defined by the CDBG and HOME regulations, such program income must be paid to the COUNTY;

The COUNTY is responsible for monitoring and reporting to HUD all such program income and the use thereof; therefore, CITIES shall be required to perform appropriate record keeping and

reporting as shall be necessary for the COUNTY to perform its required monitoring and reporting function;

- R. The COUNTY and CITIES agree that, in the event that real property is acquired or improved, in whole or in part, with CDBG or HOME funds, the following standards shall apply:
1. The CITY shall provide timely notification to COUNTY of any modification or change in the use of such real property from that planned at the time of acquisition or improvement, including disposition;
 2. In the event that property acquired or improved, in whole or in part, with CDBG funds is sold or transferred for a use which does not qualify as an eligible activity under the CDBG regulations, CITY shall reimburse the COUNTY program in an amount equal to the current fair market value, less any portion thereof attributable to expenditures of non-CDBG funds;
 3. Program income generated from the disposition or transfer of property prior to or subsequent to the closeout of a CITY's project activities, the change of status of a CITY, or termination of the cooperation agreement between COUNTY and CITY shall be subject to the requirements of Section 7 of this agreement.
- S. For the purposes of developing program plans, a Policy Board is hereby established which shall guide in the development of policies, and make recommendations to the COUNTY. Such recommendations shall be based upon established criteria for selection of eligible CDBG and HOME activities within the urban county. COUNTY shall receive and act upon the recommendations of said Policy Board, but in no event shall the COUNTY waive or delegate its legal responsibilities as grantee.
- T. The Policy Board shall submit to the COUNTY, recommendations for projects and priorities consistent with the objectives of the Housing and Community Development Act of 1974 and National Affordable Housing Act of 1990, as amended and the Consolidated Plan.
- U. The CITY agrees not to apply for grants under the Small Cities or Washington State CDBG or HOME Programs from appropriations for fiscal years during the period in which it is participating in the urban county CDBG and HOME program covered by this agreement.
- V. The CITY agrees not to sell, trade, or otherwise transfer all or any portion of CDBG funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal consideration, but must use such funds for activities eligible under Title I of the Act.
- W. The CITY agrees not to participate in a HOME consortium except through the COUNTY, regardless of whether the COUNTY receives a HOME formula allocation.

- X. The CITY as a cooperating unit of general local government has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to, or exit from, a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- Y. This agreement shall remain in full force and in effect from the date of execution until CDBG funds, HOME funds, and program income received with respect to the three-year qualification period are expended and the funded activities completed.
- Z. This agreement shall automatically be renewed for participation in successive three-year qualification periods, unless the COUNTY or the CITY provides written notice it elects not to participate in a new qualification period. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY shall notify the CITY in writing of its right to elect not to participate in a new qualification period.
- AA. Failure by the COUNTY or CITY to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of such qualification period.
- BB. The signatory to this agreement shall remain full participants in the Urban County programs for the life of this agreement and be bound by its requirements.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this ____ day of _____, 2014.

CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY



Chris Horne
Chief Civil Prosecuting Attorney

CLARK COUNTY



Mark McCauley, County Administrator

7/25/14
Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

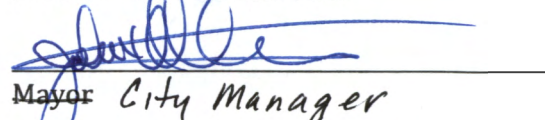
CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND



Mayor City Manager

June 24, 2014
Date

Approved as to form:



CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:

CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY



Chris Horne
Chief Civil Prosecuting Attorney

CLARK COUNTY

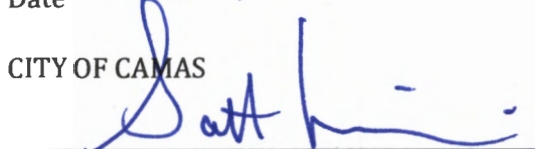


Mark McCauley, County Administrator

Date

7/9/14

CITY OF CAMAS



Mayor

July 7, 2014

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

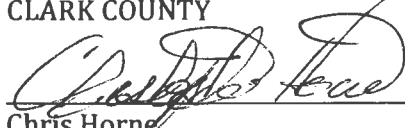
Date

Approved as to form:


CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY


Chris Horne
Chief Civil Prosecuting Attorney

CLARK COUNTY


Mark McCauley, County Administrator
7/25/14
Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:


CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER


Mayor

05/28/2014
Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

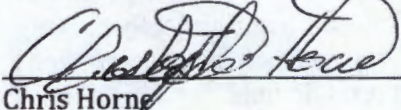
Date

Approved as to form:

CERTIFICATION:

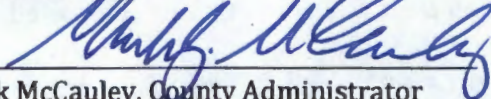
I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY


Chris Horne

Chief Civil Prosecuting Attorney

CLARK COUNTY


Mark McCauley, County Administrator

7/25/14
Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

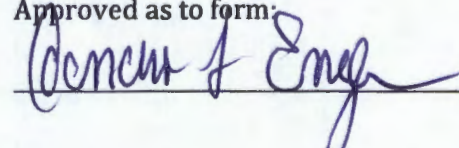
CITY OF WASHOUGAL



Mayor

Date

6/10/14
Date

Approved as to form:


CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY



Chris Horne
Chief Civil Prosecuting Attorney

CLARK COUNTY



Mark McCauley, County Administrator

7/25/14
Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

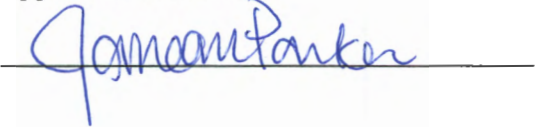
CITY OF RIDGEFIELD



Mayor

5/29/14
Date

Approved as to form:



CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:

CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY


Chris Horne

Chief Civil Prosecuting Attorney

CLARK COUNTY


Mark McCauley, County Administrator

Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:

CITY OF WOODLAND

Mayor

6-16-14

Date

Approved as to form:

CITY ATTY

TOWN OF YACOLT

Mayor


Date

Approved as to form:

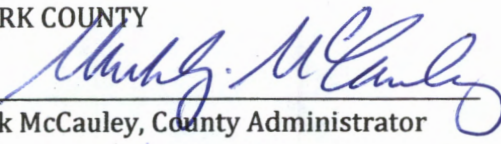
CERTIFICATION:

I hereby find that the terms and provisions of this Intergovernmental Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the COUNTY to undertake or assist in undertaking essential community development and housing activities, specifically urban renewal and publicly assisted housing.

CLARK COUNTY


Chris Horne
Chief Civil Prosecuting Attorney

CLARK COUNTY


Mark McCauley, County Administrator
7/25/14
Date

CITY OF CAMAS

Mayor

Date

Approved as to form:

CITY OF RIDGEFIELD

Mayor

Date

Approved as to form:

CITY OF BATTLE GROUND

Mayor

Date

Approved as to form:

CITY OF LaCENTER

Mayor

Date

Approved as to form:

CITY OF WASHOUGAL

Mayor

Date

Approved as to form:



Resolution No. 20-030

BEFORE THE BOARD OF COMMISSIONERS OF COWLITZ COUNTY, WA

WHEREAS, the citizens of Cowlitz County are endowed by their creator with certain unalienable rights that among these are life liberty and the pursuit of happiness; and

WHEREAS, the citizens of Cowlitz County are capable of making responsible decisions effecting their personal safety.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Cowlitz County Commissioners requests the Honorable Jay Inslee, Governor of the State of Washington, rescind proclamations that restrict citizens' to:

- Conduct residential construction.
- Hunt and fish based on Washington Department of Fish and Wildlife previously published regulations.
- Right to assemble and engage in religious activities.
- Exercise their 2nd Amendment rights by having access to retailers engaging in firearms sales, transfers, and selling of ammunition.
- Exercise their rights pursuant to the Landlord Tenant Act in pursuing evictions for non-payment of rent.

BE IT FURTHER RESOLVED, that the Board of Cowlitz County Commissioners requests Governor Jay Inslee:

- Engage in discussions with legislative leaders pursuant to RCW 43.06.220(4) concerning waiver or suspension of statutory obligations or limitations past April 23rd.
- Cease entering into multi-state agreements concerning actions effecting citizens of Cowlitz County while disregarding the mandates of RCW 43.06.220.
- Cease releasing inmates from Department of Corrections State Prisons prematurely and without the notice to local governments required under RCW 72.09 and verifiable data that the inmates would be at less risk of contracting COVID 19 out of State custody, because such actions create unreasonable risks of spreading the pandemic and additional lawlessness among the residents of Cowlitz County.

Dated this 21st day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF COWLITZ COUNTY, WASHINGTON

COWLITZ COUNTY SHERIFF

Joe Gardner, Chairman

Brad Thurman

Dennis P. Weber, Commissioner

Arne Mortensen, Commissioner

Attest:

Tiffany Ostreim, Clerk of the Board