

**PRELIMINARY AGENDA FOR REGULAR MEETING**

**June 21, 2023**

**I. OPEN SESSION**

**12:00 PM**

Pledge of Allegiance

**PUBLIC COMMENT**

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

**CONSENT ITEMS**

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Items and placed under Action Items by request.

A. Approval of Minutes of the Special Meeting on June 6, 2023.

B. Approval of Checks

**NEW BUSINESS/DISCUSSION ITEMS**

C. Grove Field Instrumental Approach-Chief Executive Officer David Ripp

D. 2024 Rates & Fees-Director of Finance Krista Cagle

E. Westlie Ford Lease Addendum-Director of Business & Real Estate Derek Jaeger

**PUBLIC COMMENT**

Speakers are asked to keep their comments to less than 3 minutes. Please feel free to submit comments in writing to the Chief Executive Officer.

**ACTION ITEMS**

F. 2024 Rates & Fees

G. Westlie Ford Lease Addendum

**STAFF REPORTS & COMMENTS**

H. Chief Executive Officer & Directors

**COMMISSIONER REPORTS & DISCUSSION**

**ADJOURN**

**Regular business and meetings that may be attended by members of the Commission:**

**Date**

**July 4, 2023**

**July 24-25<sup>th</sup>, 2023**

**Meeting**

**Fourth of July Celebration at the Port**

**WPPA Commissioner Seminar**

(\*Denotes events that in which two (2) or more Commissioners may attend)

Join the meeting on the Conference Call Line: (253) 215-8782

Meeting ID: 829 0393 6339, Password: 154722 or via this video link:

<https://us06web.zoom.us/j/82903936339?pwd=U01pdWY1V0tES3dMZWFkNjJNbUNVZz09>

## **MINUTES OF THE SPECIAL COMMISSION MEETING**

### **PORT OF CAMAS-WASHOUGAL**

**June 6, 2023**

By: Mackenzey Johnson, Administrative Assistant

A Special Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually at the Port Office at 24 South 'A' Street, Washougal, Washington on Tuesday June 6, 2023, at 12:00 pm. Prior to the Regular Meeting a Special Meeting Workshop was held at 11:00 am. The workshop included a CTE presentation by Margaret Rice from Washougal School District & a presentation by Attorney Carolyn Lake regarding the Electrician Apprenticeship Program. The Special Meeting Workshop concluded at noon; at which time the Commission opened its regularly scheduled public meeting.

**PRESENT:** Commissioner Cassi Marshall, Commissioner John Spencer, Chief Executive Officer David Ripp, Director of Finance Krista Cagle, Director of Business Development & Real Estate Derek Jaeger, Director of Facilities Eric Plantenberg, Administrative Assistant Mackenzey Johnson, and members of the press and public. Commissioner Larry Keister was absent for the Special Meeting. The public has access in person and through a designated Zoom conference call line or video link.

At 12:01 pm, following the Pledge of Allegiance, Commissioner John Spencer called to open the Special Meeting Session public meeting to order. This meeting is being video recorded, and the chat function has been disabled.

#### **PUBLIC COMMENT #1:**

Mayor of Washougal David Stuebe stated he is excited about what's happening in the community. He touched on the \$40 million award from Washington DC that the City of Washougal was awarded. The award will be used to start the 32<sup>nd</sup> street project. The award was the 2<sup>nd</sup> largest award received in the United States. Stuebe also stated that the United Precision Corp ribbon cutting was great. He believes they are a great addition to the Washougal family. He also talked about other upcoming events such as the ribbon cutting for the new disc golf course at Hartwood Park and The Camas Washougal Chamber Annual awards banquet at Orchard Hills Golf Club. The Chamber event will recognize Pat Suggs as the citizen of the year. Stuebe also mentioned that he will be going out to visit our Polish sister city. The last thing he spoke about is incorporating bike lanes into the city of Camas and Washougal. He said the City of Vancouver is very bike friendly, but it ultimately stops when you come into Camas. Mayor Stuebe thinks this is a great goal to work towards in the future.

#### **CONSENT ITEMS**

##### **Minutes & Checks**

Minutes from the Regular Meeting on May 16, 2023, and electronic payments and the issuance of general fund checks 8825-8854, 50126-50127 & voided checks 8795-8824 in the total amount of \$307,082.79 were presented for approval. After a brief discussion, a motion was made by Commissioner Marshall and seconded by Commissioner Spencer, the minutes and electronic

payments and checks were carried unanimously.

## **NEW BUSINESS / DISCUSSION ITEMS**

### **2024 Rates & Fees- Director of Finance Krista Cagle:**

Director of Finance Krista Cagle presented the 2024 rates and fees. The rates and fees determination factors include abiding by the Washington State Constitution, following a strategic plan, following Port's operating rates and budget policies & market value/demand.

**Grove Field-** The airports' strategic plan is to operate and develop Grove Field in a safe & economically sustainable manner. The Commission sets a budget on an annual basis. The Port shall balance operating and non-operating revenues with operating expenditures with general fund tax levy revenue. The revenue is used for capital improvement projects or for the Port reserve. Cagle stated that the Port recently surveyed other airports in the general area and per the research, Grove Field is significantly lower when it comes to monthly and annual lease rates. Cagle also stated that the hangars at Grove have been 98-100% full within the past 13 years. There are currently 40 people on the waitlist, tie-downs are 100% occupied and all other airports surveyed were also at 100% occupancy. Director of Finance Krista Cagle is recommending a 5% increase of the airport lease rates for 2024. Another recommendation for 2024 will be to increase hangar replacement keys from \$50 to \$85.

### **Parkers Landing Marina-**

Much like the airport, marina rates and fees are determined by factors include abiding by the Washington State Constitution, following a strategic plan, following Port's operating rates and budget policies & market value/demand. Cagle stated that like the airport survey, the marina survey showed that the Port of Camas Washougal's rates for moorage are much less than other local marinas. The marina was 100% for all of 2021, 2022 and seemingly all of 2023. Clark County offers 13,400 moorage slips total based off research done by Cagle. Which is 5.7% of total Washington State moorage slips. Director of Finance Krista Cagle is also recommending a 5% increase of the marina lease rates for 2024. Cagle also stated in 2024 the marina will charge a lease hold tax on all dock boxes as well. Dock box fees are currently \$20 per month and will go up to \$23, including the Leasehold Tax. Also, being recommended is increasing the quarterly electric fee from \$25 plus usage to \$30 plus usage in 2024.

Cagle also talked about other miscellaneous fees that are said to change in 2024. The certified mailing fee will go from \$10 to \$20 dollars. A \$25 ticket will be assessed for vehicles that have parked in the EV Charging station that are not electric vehicles. This will match the same ticket fee as those who park at the marina to launch and do not buy a daily launch permit. Commissioner Spencer questioned if these rates were sustainable for the Port in the next year or if the Port should think about making these rates higher due to the increase of cost of living and inflation. Cagle expressed that the Port is currently still doing research on these purposed rates for 2024 and can change rates in 2025 if needed from there.

2024 rates & fees will be presented again at the June 21, 2023 commission meeting for approval.

## **PUBLIC COMMENT #2-**

Mayor David Stuebe commented on a Memorial Day Ceremony at a cemetery in the area. He stated that the original plan was to have an F-15 plane do a flyby but it had to be cancelled the last

minute. A member of the flying club in Camas-Washougal stepped in and offered to fly his Piper for the ceremony as well as brought a WWII veteran along for the ride. He stated that it was very touching, and he thought it was great how well the community came together to make it happen.

## **STAFF REPORTS & COMMENTS**

### **Chief Executive Officer-**

Chief Executive Officer David Ripp stated that he was disappointed to miss Parkersville Day, the UPC ribbon cutting event and FlyIt's ribbon cutting as well. He stated he wished he could have made it.

### **Director of Facilities-**

Director of Facilities Eric Plantenberg stated that he thought National Trails Day & Parkersville Day had a great turnout. He also commented on how delicious the ice cream was that was provided by Ice Cream Renaissance.

### **Director of Business Development & Real Estate-**

Director of Business Development & Real Estate Derek Jaeger stated that this Friday, June 9<sup>th</sup>, Freedom Boat Club is having a meet and greet in the marina. Jaeger also stated that their plan is to have the boats in the marina by tomorrow June 7<sup>th</sup>.

### **Director of Finance-**

Director of Finance Krista Cagle stated that the Port is looking to fill a Grounds Maintenance 2 position. She stated that the Port is also looking for seasonal grounds employees. The seasonal position would start on June 26<sup>th</sup> and ends August 31<sup>st</sup>. The seasonal position would be for 20 hours a week. Cagle stated that the permanent position closes June 15. Cagle also stated that the new accounting software, Caselle, is set to go live on July 10<sup>th</sup>.

## **COMMISSIONER REPORTS & DISCUSSION**

### **Commissioner Marshall**

Commissioner Marshall wanted to say congratulations to Pat Suggs for winning the citizen of the year award per the Chamber event at Orchard Hills. Marshall also attended the City of Camas' meeting last night, June 5<sup>th</sup>. She stated the City of Camas has been working with the Department of Natural Resources and doing a tree assessment. Marshall learned that the Camas community had great interest in an herb & forestry program. Marshall stated that the city was granted a \$30,000 dollar gift from DNR to take inventory of green space and trees. Marshall also touched on the status of Everett Street corridor in Camas. She learned in the meeting that phase 2 has been completed but the city is now working on the 3<sup>rd</sup> phase. Marshall also stated that she thought it was excellent that the City of Camas gave a shoutout to Pride month, Alzheimer's awareness, and Juneteenth. Marshall talked about the Fly it ribbon cutting event and thought it went great. She also thought it was fun to celebrate the new fuel-efficient plane they have. Marshall also thought the Parkersville Day event this past Saturday went well. She said it had a great turnout & the ice cream was a huge hit. The final thing that Marshall touched on was an informational meeting down at the Vancouver Waterfront. The meeting talked about financial hardships in Clark County relating to childcare and what that meant in context for our work force.

### **Commissioner Spencer**

Commissioner Spencer stated that he equally thought the UPC and FlyIt events were great. He also stated that per the last Capital Projects meeting there are a lot of maintenance projects to catch up on and he is glad the Port is working on that.

The regular meeting Adjourned at 12:49 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

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Commissioners

**PROPOSED MODIFICATIONS TO RATES & FEES**  
**January 1, 2024**

<b>RATES</b>	<b>Proposed Rate Adjustment</b>
<b>Airport Lease Rate Adjustment</b>	<b><del>5% Increase</del>- Revise to 6.5% increase</b>
<b>Marina Lease Rate Adjustment</b>	<b>5% Increase</b>

<b>FEES</b>	<b>Current Fee</b>	<b>Proposed Fee</b>
<b>Marina – Dockbox monthly</b>	<b>\$20 per month including LHT*</b>	<b>\$23 per month including LHT</b>
<b>Marina – Quarterly Electric</b>	<b>\$25 per quarter plus usage</b>	<b>\$30 per quarter plus usage</b>
<b>Airport – Replacement lock &amp; key</b>	<b>\$50</b>	<b>\$85</b>
<b>Fine for non-EV parked in EV charging station spots</b>	<b>N/A</b>	<b>\$25</b>
<b>Certified mailing fee</b>	<b>\$10</b>	<b>\$20</b>

<b>Non-Fee related changes</b>	<b>Current</b>	<b>Proposed</b>
<b>Airport Waitlist</b>	<b>Tenant priority</b>	<b>No tenant priority – date based</b>

\*DOR audit determined LHT required on dockbox rentals in 2022, adjusted monthly base rate to include LHT in the \$20 fee rather than increasing the fee at the time of audit.

## FIFTH ADDENDUM TO LEASE

This Fifth Addendum to Lease ("Addendum") is made and entered into by and between the PORT OF CAMAS-WASHOUGAL, a Washington state public port district, hereinafter called "Lessor", and Clary Camas LLC a limited liability company authorized to engage in business and engaging in business in the State of Washington and doing business as Westlie Ford, hereinafter called "Lessee".

### WITNESSETH

WHEREAS, Lessor and Lessee are parties to that certain Lease dated February 14, 2005 for property more particularly described as Bays 1 and 2 of Lessor's Industrial Building No. M-7, Washougal, Washington, and certain other right of way and access rights, as amended by a First Addendum To Lease dated March 3, 2010, Second Addendum To Lease dated February 1, 2011, the Third Addendum to Lease dated January 1, 2015, the Fourth Addendum to Lease dated November 3, 2015 and that certain Assignment and Assumption of Lease where in Westlie Motors Inc, a Washington Corporation assigned its interest in the lease to Lessee with Port's consent dated October 7, 2019, hereinafter collectively referred to as the "Lease"; and

WHEREAS, Lessor and Lessee desire to add an additional option to extend the Lease term for five (5) additional years and revise the rent during such extension;

WHEREFORE, the Lease is hereby amended as follows:

1. Section 2 of the Lease, regarding TERM, is hereby deleted in full and replaced the following:

The term of this Lease commenced on January 1, 2005, with original expiration date of December 31, 2014, however, based on Lessee's exercise of Option 1 to extend the Lease pursuant to Fourth Addendum to Lease, the new expiration date is December 31, 2025, unless otherwise extended as provided herein.

Lessee shall have the option, upon sixty (60) days prior written notice to Lessor as provided herein, to extend the term of this Lease for up to two additional option periods of five (5) years on the following terms and conditions:

- A. No default shall exist or be continuing in the performance of any of the terms of this Lease.
- B. Each extension term shall be on the same terms, covenants, and conditions as provided in this Lease.

If Lessee holds over after the expiration or termination of the term, such tenancy shall be deemed to be on a month-to-month basis. All other terms, covenants, and conditions of the Lease shall remain in effect.



2. Section 4 of the Lease, regarding RENT, is hereby amended to add the following:

**RENT:** Lessee shall pay to Lessor, without any notice or demand, and without setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the premises in the following monthly rent:

1. January 1, 2016 to December 31, 2016 at \$12,545.00 per month
2. January 1, 2017 to December 31, 2017 at \$12,545.00 per month
3. January 1, 2018 to December 31, 2018 at \$12,921.00 per month
4. January 1, 2019 to December 31, 2019 at \$12,921.00 per month
5. January 1, 2020 to December 31, 2020 at \$13,309.00 per month

**Option 1:**

1. January 1, 2021 to December 31, 2021 at \$13,708.00 per month
2. January 1, 2022 to December 31, 2022 at \$13,708.00 per month
3. January 1, 2023 to December 31, 2023 at \$14,120.00 per month
4. January 1, 2024 to December 31, 2024 at \$14,120.00 per month
5. January 1, 2025 to December 31, 2025 at \$14,544.00 per month

**Option 2:**

1. January 1, 2026 to December 31, 2026 at Monthly rate as described herein below.
2. January 1, 2027 to December 31, 2027 at Monthly rate as described herein below.
3. January 1, 2028 to December 31, 2028 at Monthly rate as described herein below.
4. January 1, 2029 to December 31, 2029 at Monthly rate as described herein below.
5. January 1, 2030 to December 31, 2030 at Monthly rate as described herein below.

Monthly Rent for the second five-year option period ("Option 2") shall be established as follows: Rent for the initial year of Option 2 shall be the fair market value of the leasehold as mutually agreed to by the parties. If the parties are unable to agree as to the fair market value of the leasehold, rent shall be determined by an appraisal performed by an independent third-party appraiser selected by the mutual agreement of the parties. If the parties cannot agree on a single appraiser, then each party shall select one appraiser, and the two results shall be averaged if the greater is not more than 105% of the lesser appraised value. If the two appraisals cannot be so averaged, then the two appraisers shall select a third appraiser to determine the fair market value of the leasehold. Notwithstanding the foregoing, under no circumstances shall rent for the initial year of Option 2 be less than rent for the previous year (Year 5) in Option 1. Rent for each successive year of Option 2 shall increase as follows:

1. Initial Year Rent determined as above.
2. Same as Initial Year Rent
3. 3% increase from Initial Year Rent.
4. 3% increase from Initial Year Rent (Same as Year 3)
5. 6% increase from Initial Year Rent. (3% Increase from Year 4)

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each

monthly rental payment the Washington State Leasehold Tax on the leased premises, which tax is currently 12.84% of the monthly rental payment. Rental payments are payable in advance on the 1<sup>st</sup> day of each month during the term of this lease.

Lessee agrees to pay a late charge, in an amount equal to 5% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in full by Lessor by the tenth day of the month.

**Option 3:**

1. January 1, 2031 to December 31, 2031 at Monthly rate as described herein below.
2. January 1, 2032 to December 31, 2032 at Monthly rate as described herein below.
3. January 1, 2033 to December 31, 2033 at Monthly rate as described herein below.
4. January 1, 2034 to December 31, 2034 at Monthly rate as described herein below.
5. January 1, 2035 to December 31, 2035 at Monthly rate as described herein below.

Monthly Rent for the third five-year option period ("Option 3") shall be established as follows: Rent for the initial year of Option 3 shall be the fair market value of the leasehold as mutually agreed to by the parties. If the parties are unable to agree as to the fair market value of the leasehold, rent shall be determined by an appraisal performed by an independent third-party appraiser selected by the mutual agreement of the parties. If the parties cannot agree on a single appraiser, then each party shall select one appraiser, and the two results shall be averaged if the greater is not more than 105% of the lesser appraised value. If the two appraisals cannot be so averaged, then the two appraisers shall select a third appraiser to determine the fair market value of the leasehold. Notwithstanding the foregoing, under no circumstances shall rent for the initial year of Option 3 be less than rent for the previous year (Year 5) in Option 2. Rent for each successive year of Option 3 shall increase as follows:

1. Initial Year Rent determined as above.
2. Same as Initial Year Rent
3. 3% increase from Initial Year Rent.
4. 3% increase from Initial Year Rent (Same as Year 3)
5. 6% increase from Initial Year Rent. (3% Increase from Year 4)

In addition to the rental amounts specified above, Lessee shall pay to Lessor with each monthly rental payment the Washington State Leasehold Tax on the leased premises, which tax is currently 12.84% of the monthly rental payment. Rental payments are payable in advance on the 1<sup>st</sup> day of each month during the term of this lease.

Lessee agrees to pay a late charge, in an amount equal to 5% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in full by Lessor by the tenth day of the month.

3. Except as expressly modified by the terms of this Fifth Addendum, the Lease as previously amended shall remain in full force and effect.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Fifth Addendum this \_\_\_ day of June 2023.

LESSEE  
CLARY CAMAS LLC,  
A LIMITED LIABILITY COMPANY

LESSOR  
PORT OF CAMAS WASHOUGAL

BY *Aja Gub*  
RYAN DICKERSON

BY \_\_\_\_\_

Its MEMBER

Its: Chief Executive Officer

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that Ryan Dickerson is the Member of Clary Camas LLC, and that he/she appeared before me, and acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument and that he/she had full authority to do so on behalf of said entity.

Dated: 06.13, 2023.

*Rebecca Seville*  
Printed Name: Rebecca Seville  
Notary Public in and for the State of WA  
My appointment expires: 02.09.24



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF CLARK )

I certify that I know or have satisfactory evidence that David Ripp is the Chief Executive Officer of the Port of Camas Washougal and that he appeared before me, and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act on behalf of the Port of Camas Washougal for the uses and purposes mentioned in the instrument and that he/she had full authority to do so on behalf of said entity.

Dated: \_\_\_\_\_, 2023.

Printed Name: \_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My appointment expires: \_\_\_\_\_