THE PORT
CAMAS–WASHOUGAL

PRELIMINARY AGENDA FOR SPECIAL MEETING **May 16, 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 Regular Meeting on May 3, 2023.
- **B.** Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

- **C.** 2023 1st Quarter Reports-Director of Finance Krista Cagle, Project Manager Jennifer Taylor & Director of Business Development & Real Estate Derek Jaeger
- **D.** Breakwater Utilities Rate-Director of Finance Krista Cagle
- **E.** Freedom Boats Lease-Director of Business Development & Real Estate Derek Jaeger
- **F.** Corrosion Co. Lease Assignment-Director of Business Development & Real Estate Derek Jaeger
- **G.** Purchasing Card Policy Revision-Director of Finance Krista Cagle

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

- **H.** Breakwater Utilities Rate
- **I.** Freedom Boats Lease
- **J.** Corrosion Co. Lease Assignment
- **K.** Purchasing Card Policy Revision

STAFF REPORTS & COMMENTS

- **L.** Chief Executive Officer & Directors

24 South "A" Street, Washougal WA 98671
Phone: (360) 835-2196 Fax: (360) 835-2197
Email: https://portcw.com/contact-us/

THE PORT
CAMAS–WASHOUGAL

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

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

Date	**Meeting**
May 17th-19th 2023	WPPA Spring Conference in Spokane
June 2nd, 2023	First Friday Downtown Camas 5PM-8PM
June 3rd, 2023	National Trails Day 11AM-2PM

(*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

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MINUTES OF THE REGULAR COMMISSION MEETING

PORT OF CAMAS-WASHOUGAL

May 3, 2023

By: Mackenzey Johnson, Administrative Assistant

A Regular 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 Wednesday, May 3, 2023, at 12:00 pm. Prior to the Regular Meeting a Special Meeting Workshop was held at 11:00 am to review the Grove Field Annexation. The Special Meeting Workshop concluded at noon, at which time the Commission opened its regularly scheduled public meeting.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Director of Finance Krista Cagle, Director of Business Development & Real Estate Derek Jaeger, Administrative Assistant Mackenzey Johnson, Director of Facilities Eric Platenberg, Attorney Carolyn Lake, and members of the press and public. 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 Session public meeting to order. This meeting is being video recorded, and the chat function has been disabled.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on April 5, 2023, and electronic payments and the issuance of general fund checks 8744-8765, 50124-50125 and voided checks 8755 & 8766 in the total amount of $327,912.01 were presented for approval. After a brief discussion, a motion was made by Commissioner Marshall and seconded by Commissioner Keister, the minutes and electronic payments and checks were carried unanimously.

PUBLIC COMMENT #1

Mayor Of Washougal David Stuebe wanted to thank the Port for the Polish Sister City event last week. He was excited to show off the Port and Washougal and thanked Commissioner Marshall for her involvement.

NEW BUSINESS / DISCUSSION ITEMS

FlyIt Fuel Agreement

Director of Business Development & Real Estate Derek Jaeger presented the FlyIt Fuel Agreement. FlyIt will be starting a Non-Exclusive Fuel Agreement to provide 92 Octane unleaded MoGas at Grove Field that should start as of June 1st, 2023. An assessment does need to be done prior to that date but there is flexible language in the agreement. The term of the lease will be for 3 years. The agreement would allow a mobile truck with approximately 2,000 gallons of fuel capacity to be parked at Grove Field. The mobile truck will be stationery and conduct fueling on a pad near the fueling station. The lease requires several reports for safety and compliance such as accounting of fuel purchase and inventory on hand. It would also require things such as a daily refueling log, a fuel

delivery documentation and SPCC fuel spill and containment plan. The fuel from the mobile truck will have a fuel flow surcharge of $.06. The surcharge is to be paid based on fuel reported from the provider and will be audited by a fuel meter from the truck. The pad that the truck will be parked on is currently being poured today, May 3. Commissioner Keister wanted to know what the pad would look like and so a picture of the slab was shown during the meeting. Commissioner Keister wanted to know if the pad would have walls in case of any fuel spills and Director of Facilities Eric Platenberg stated the slab would have a round belly to protect from that. Platenberg told the commissioners about the policies in place for any type of spill that might occur. Commissioner Keister also wanted to request compliance checks with FlyIt to make sure processes and policies outlined in the agreement were being followed on a regular basis. Commissioner Marshall wanted to know about any potential termination clause in the agreement and Jaeger responded that it would be 90 days as per standard. Commissioner Spencer wanted to mention that he thought this new agreement may make the Port lose out on monies due to fuel sales. Director of Finance Krista Cagle chimed in and said The Port wouldn't be purchasing the actual fuel itself so it may balance out financially. Commissioner Spencer wanted to know if any marketing was to be done for the new fuel truck. Chief Executive Officer David Ripp said The Port would most likely be the first airport in Washington state to sell this type of fuel & he thought it would get recognition either way.

PUBLIC COMMENT #2

Bob Martilla of CWAA stated that his thought mogas could be shaky for a while regarding policy, procedure & training. He had concerns with supply and demand for this new truck. He also stated that he was concerned with this fuel being expensive. However, Martilla commented that he hoped this would become a marketing opportunity to bring more money into the Port district. He also touched on his thought that once pilots & tenants start becoming aware of the new fueling option, traffic surrounding the fuel will become heavy and he wanted to make sure the Port staff were well versed in answering questions that may come up from pilots and potentially other Airports in the area as well.

ACTION ITEMS

FlyIt Fuel Agreement-

Commissioner Spencer requested formal approval of the FlyIt Fuel Agreement as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the approval of the Flyit Fuel Agreement effective May 3, 2023.

STAFF REPORTS & COMMENTS

Chief Executive Officer-

Chief Executive Office David Ripp touched on upcoming Events such as the WPPA Spring Conference which will be on May 16-19th in Spokane, Washington. At the conference Ripp stated that he would be discussing The Port's new fueling agreement with FlyIt. He also is planning on having a discussion surrounding unleaded AV gas in the future. Ripp stated his goal is to discuss

how the port's can work together as a consortium to show how many airports in our region would accept unleaded fuel. He also stated that we would want to show the general demand for this type of fuel. Ripp stated that he is already getting support on this topic from The Port of Portland & The Port of Bellingham.
Ripp also touched on the next workshop at the Port which will be on June 7, 2023, at 11:00 AM. At this workshop Commissioners & staff will discuss Chapter 8 of the WPPA Port Guidebook. Ripp also wanted to show his appreciation for Mayor Stuebe's comments about his support of Polish Sister city event. He also stated that Community Solar project bids are out now and due by May 18th.

Director of Finance-

Director of Finance Krista Cagle stated that the first Friday event is May 5th downtown Camas at the Journey church from 5-8pm. Cagle also stated that June 3rd is National Trails Day & the Parkersville day event. Cagle also touched on the Annual Report that is scheduled to print next week. May 24th is the anticipated date that it will become available.
Cagle also mentioned the kickoff date with the new accounting software Caselle was this past Monday, May 1st. The anticipated date the software will go live is August 1st, 2023.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Marshall

Commissioner Marshall stated that she was extremely impressed with the re-development of Bellingham Port's property that she toured last week. She stated that The Port of Bellingham puts great thought into their properties and the jobs that they create within those properties. Commissioner Marshall also commented that she thought the recreation balance with development in Bellingham was great with local businesses' being so successful. She stated that the trip was a great opportunity to learn about what they do as a Port. She also stated that she thought the Polish Sister city event went great.

Commissioner Keister

Commissioner Keister commented that the trip to Bellingham was excellent. He said it was great to see a Port of that size and what they can do with the amount of revenue coming in. He stated it was great to go on this trip with the Port staff as well. Commissioner Keister stated that with future trips he thought having staff attend is important because it keeps the commissioners focused. He also thinks it's important because in some cases the commissioners bring ideas to light and the Port staff will let them know how to implement the ideas.

Commissioner Spencer

Commissioner Spencer stated that the ribbon cutting event is at Camas Washougal Muffler on May 4 at 4pm. He also wanted to say congrats regarding getting the state funding for removal of the organics in the dirt on the Washougal Waterfront development. Commissioner Spencer commented on the Port purchasing Traffic Impact Fee credits from Ninebark to use on Building 20 and thought it was great. He also stated that he was thrilled with the new fuel agreement with FlyIt. He thought that it is one of the bigger moves the Port has made in a while.

The regular meeting Adjourned at 12:36 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

_____

_____

_____

Commissioners

ASSIGNMENT OF LEASE AND CONSENT

This Assignment of Lease and Consent (the "**Agreement**") is dated May 3, 2023 and among CORROSION SHIELD, INC, a Washington corporation authorized to engage in business and engaging in business in the State of Washington with principal address of PO BOX 61556, Vancouver, WA 98666 ("**Lessee**"), CORROSION COMPANIES, INC, a Washington corporation authorized to engage in business and engaging in business in the State of Washington, ("**Assignee**"), and the Port of Camas Washougal ("**Lessor**").

WHEREAS, Lessor and Lessee are parties to that certain Lease, originally dated April 16, 2021, with term of May 1, 2021 through termination date of April 30, 2024 (the "Lease") for Lessor's Industrial Building No. 8 bay 1 and adjoining yard area, located at 3725 South Grant St, Washougal, Clark County, Washington 98671, as shown in **Exhibit "A"** attached hereto and incorporated by this reference (hereinafter called the **Premises**), and where Lessee shall, in addition, have a right-of-way in common with others over and across private roads and streets giving access to the leased premises, which right-of-way shall terminate in the event such private roads and streets are dedicated to the public; and

WHEREAS, Section 17 of the Lease provides that Lessee shall not assign this lease nor sublet the whole or any part of the Premises without the written consent of Lessor, and that any such assignment or sublease shall not relieve Lessee from the responsibility of paying the rentals accruing under the Lease or from keeping and performing all other obligations herein imposed upon and assumed by it. Section 17 of the Lease further provides that it is understood and agreed that any consent by Lessor to any assignment or subletting by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting; and

WHEREAS, Lessee now wishes to assign its interest in the Lease to Assignee, while Lessee and Assignee desire to obtain Lessor's consent to such assignment, which Lessor provides under the terms set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals:

1. **Assignment; Assumption**: Lessee hereby assigns, transfers, and conveys to Assignee all of Lessee's right, title and interest in the Lease, including without limitation Lessee's interest, if any, in improvements made to the Premises. Assignee hereby accepts the assignment of the Lease and assumes and agrees to perform all obligations and duties of Lessee under the Lease. This assignment and assumption shall be effective as of May 4, 2023.

2. **Consent**: Lessor hereby consents to Lessee's assignment of the Lease to Assignee, and, to the extent required under Section 17 of the Lease, based on the acquisition of Lessee Corrosion Shield, Inc., by Assignee Corrosion Companies, Inc. Lessor represents and warrants to Lessee Corrosion Shield, Inc., that to its knowledge no other consent or approval of this Agreement is required.

3. **Notices**: The Lease is hereby amended by replacing the notice address for Assignee with the following:

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of January, 2023, before me personally appeared DAVID RIPP, to be known to be the Chief Executive Officer of the Port of Camas-Washougal that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Port of Camas-Washougal, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set may hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 5th day of May, 2023, before me personally appeared Chris Kellogg to be known to be the Pres of Corrosion Shield, Inc. the entity that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set may hand and affixed my official seal the day and year first above written.

JASKARAN SINGH
NOTARY PUBLIC #23004126
STATE OF WASHINGTON
MY COMMISSION EXPIRES
01-29-27

WASHINGTON
Notary Public in and for the State of
Washington, residing at Washougal WA
My commission expires: 1/29/2027

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 5th day of May, 2023, before me personally appeared John Prentice to be known to be the _____ of Assignee, Corrosion Companies, Inc., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set may hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

Chris Kellogg
Corrosion Companies, Inc.
3725 Grant St.
Washougal, WA 98671
Telephone: 360.567.5600
Email: Chris@ccifrp.com

4. **Security Deposit**: The current security deposit in the amount of $2,634.81 and $3,103.62 equals a total security deposit in the amount of $5739.43 which amount is equal to the sum of the first month and last month's rent and leasehold excise tax and shall remain on deposit with Lessor. All other terms of Lease at Section 5 related to Prepaid Rent and Security Deposit shall remain in full force and effect and will not be otherwise affected by this Agreement. Following termination of the Lease, any amount of the security deposit eligible for return in accordance with Section 5 of the Lease Agreement will be remitted to the Assignee.

5. **No Waiver; No Amendment**: Except as set forth elsewhere in this Agreement, this Agreement will not operate as a representation or warranty by Lessor whatsoever, be construed to modify, waive or affect any terms of the Lease Agreement, or waive any breach by Lessee, Lessor, or Assignee. This assignment shall not relieve Lessee from the responsibility of paying the rentals accruing under the Lease or from keeping and performing all other obligations herein imposed upon and assumed by it, and it is understood and agreed that this consent by Lessor to this assignment by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting. Except as set forth in this Agreement, the terms of the Lease as amended will remain in full force and effect and Lessee, Assignee, and Lessor hereby ratify the same.

6. **Counterparts**: This Agreement may be executed in counterparts, each of which will constitute an original and all of which together will be deemed single document.

The parties are signing this Agreement as of the date stated in the introductory paragraph.

Lessee Corrosion Shield, Inc.,

By:_____

Print Name:_____

Title:_____

Assignee Corrosion Companies, Inc.

By:_____

Print Name: Chris Kellogg

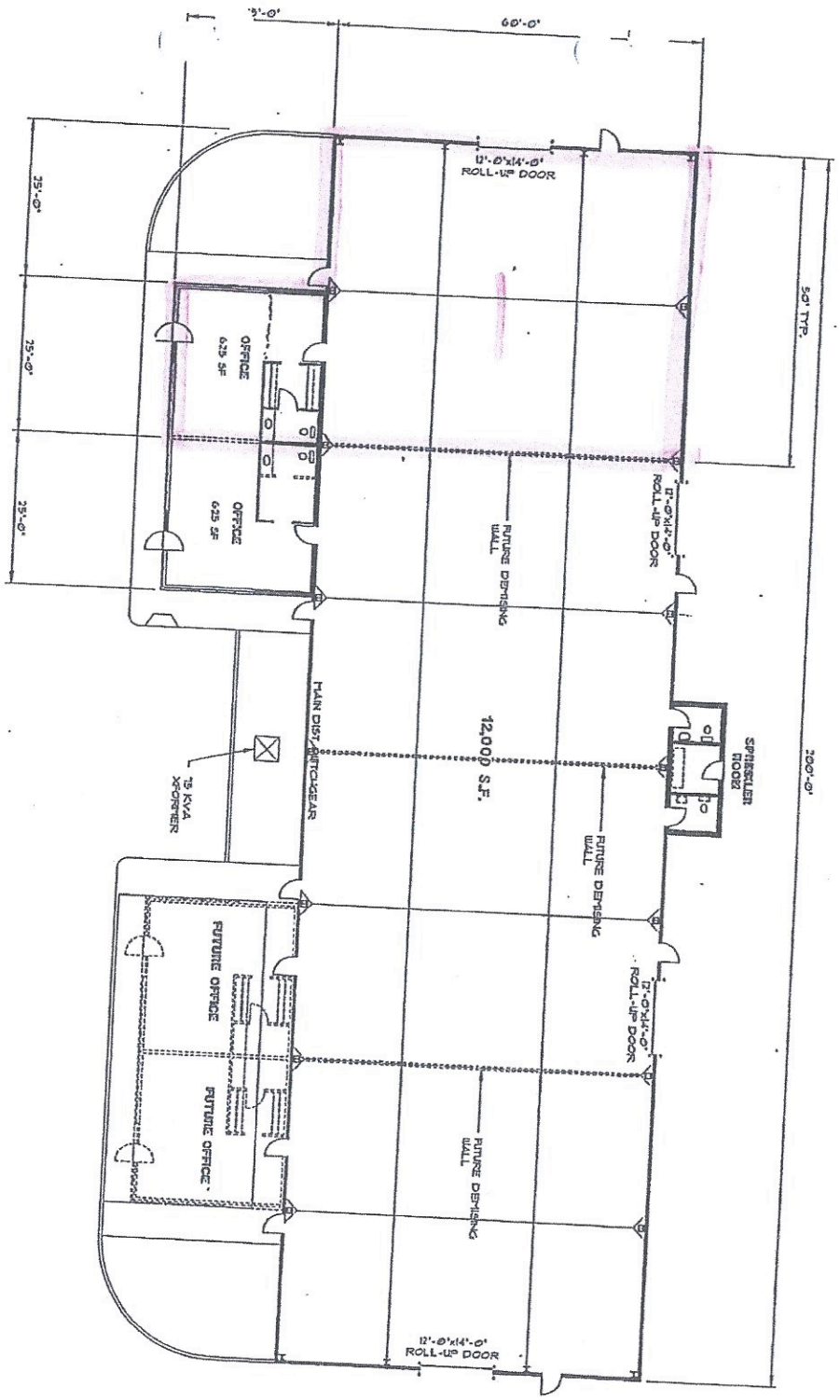
Title: Managing Member

Lessor Port of Camas Washougal

By:_____

Print Name: David Ripp

Title: CEO



FLOOR PLAN
BUILDING #8 (PLAN 'B')
3725 THUSSAM ST
WASHOUGAL, WA 98671
NOT TO SCALE

EXHIBIT "A"

WILSON ASSOCIATES ARCHITECTS & PLANNERS A.I.A. 404 E 15TH ST. #5 VANCOUVER WA 98663 (206) 696-4722		date scale job no. by	PORT OF CAMAS/WASHOUGAL BUILDING # 8	sheet A3

THE PORT CAMAS-WASHOUGAL	POLICIES & PROCEDURES MANUAL	Page:	1 of 2
Section:	Executive Policy & Procedures	Revision Date:	5/16/2023
Subject:	Purchasing & Credit Card Policy	Adoption Date:	6/17/2020

PURPOSE: To establish rules pertaining to the appropriate use of The Port of Camas-Washougal's purchasing and credit cards.

POLICY: The use of purchasing cards (P-cards) or credit cards affords the opportunity to make small purchases in an efficient and cost-effective manner. Their use is subject to all other rules and regulations regarding purchases and expenditure of public funds. The Port of Camas-Washougal's P-cards and credit cards will be used by Port personnel only and solely for the purpose of obtaining goods and services for agency use. All P-cards and credit cards remain property of the Port and must be returned upon request or at the time of separation from the Port. The Accounting Department is responsible for the management of the program. Verification by each cardholder and by the Approving Manager or Supervisor is required prior to the bill being submitted to the Accounting Department for payment.

AUTHORIZATION AND USE: P-cards and credit cards and their numbers shall be protected against loss, theft or unauthorized use. Cardholders are required to obtain an itemized receipt for purchases made on their P-card or Port credit card. P-card cardholders are required to scan a copy of each itemized receipt using the Wells Fargo app immediately after making a purchase. Paper receipts shall be retained by the cardholder as well, in the event the scanned copy is illegible.
P-card cardholders are also required to review their purchases to assign Account codes on the same day of the transaction. This must be done via computer. Cardholders are responsible for the receipt of goods and/or materials purchased with their P-card or credit card. Cardholders are also responsible to resolve delivery problems, discrepancies and/or damaged goods issues directly with the vendor. For Port credit card holders, a credit card use form and itemized receipt must be submitted to the employee's supervisor within 24 hours of purchase.

Receipts must include the following: Date and amount of purchase, detailed list of items purchased, the cost of each item, and the Vendor's Name.

Returned items must be credited to the card the purchase was originally charged against. Receiving cash or checks to resolve a credit is prohibited.

The Port will not pay for transactions that do not have proper receipts. The cardholder will be financially responsible for payment of all transactions that do not have proper documentation.

In the event the cardholder loses a receipt, the employee must make every attempt to obtain a copy from the vendor. If a duplicate copy of the receipt cannot be obtained, the employee must notify their supervisor immediately. Upon the supervisor's approval, a Lost Receipt Declaration Form can be submitted in place of the original receipt.

PURCHASING LIMITS: Each user will be assigned a monthly credit limit based on the users role and responsibilities within the Port. The Program Administrator may temporarily adjust limits for special circumstances only after approval from the ~~COO~~ Director of Finance or the CEO.

ENFORCEMENT: Any use of the P-card or credit card for unauthorized purposes or in an unauthorized manner may be cause for disciplinary action. Use of the card for personal purchases, cash advances or cash refunds is strictly prohibited.

Cardholders are responsible to immediately inform the Accounting Department of any fraud directly relating to their P-card or credit card which occurred outside of their control, such as unauthorized charges. **If the Elan Credit card is lost or stolen, the cardholder will immediately notify Elan by telephone at 866-552-8855 and for the P-card Wells Fargo Bank by telephone at 800-932-0036 as well as the Program Administrator.**

Failure to follow the procedures above may result in disciplinary action, up to and including termination.

Employee Certification and Signature:

I certify that I have read, understand and intend to comply with the Port of Camas-Washougal's Purchasing & Credit Card Policy

Signature: _____

Date: _____

RCW 43.09.2855 authorizes local governments to use credit cards (purchase cards) for making purchases and acquisitions.

PORT OF CAMAS-WASHOUGAL

LOST RECEIPT DECLARATION FORM

This form is to be used only after all other attempts to obtain a copy of the original receipt have been exhausted. It is not inteded to replace lost receipts on a consistent basis. Lost receipts should occur infrequently. It is an employee's responsiblity to obtain receipts.

If a duplicate copy of a receipt cannot be obtained, the employee must submit the following signed form and attach it to the related expense report. One form is required for each missing receipt.

EMPLOYEE NAME :	
DEPARTMENT:	
EXPENSE REPORT:	

Detailed Description of goods or services purchased:

Vendor Name:			
Date of Purchase:		**Amount of Purchase:**	

Employee Certification: I hereby certify that I have lost or accidentally destroyed the original receipt. I verify that the transaction was a valid, authorized business expense related to Port business, and complies with Port policies and procedures. Attempts to obtain a copy of the receipt were made. I further declare that I have not and will not use this receipt (if found) to claim reimbursement from any other source.

Employee Name: *(Printed)*	Date:	Employee Signature:

Supervisor Name: *(Printed)*	Date:	Supervisor Signature:

PORT OF CAMAS-WASHOUGAL- COLUMBIA BOAT CLUB INC. DBA FREEDOM BOAT CLUB CAMAS LEASE AGREEMENT

PORT	CUSTOMER
NAME : Port of Camas-Washougal ADDRESS : 24 South A Street CITY, ST, ZIP : Washougal, WA 98671 CONTACT : **David Ripp, CEO** OFFICE : (360) 835-2196 MOBILE : E-MAIL : David@portcw.com	NAME : COLUMBIA BOAT CLUB INC. DBA FREEDOM BOAT CLUB CAMAS CITY, ST, ZIP : Portland, OR, 97221 CONTACT NAME : Walt Crate, President TELEPHONE : 503-679-5399 FACSIMILE : E-MAIL : waltc@freedomboatclub.com
FACILITY DEFINED	**RATES/CHARGES**
Port of Camas-Washougal Washougal, WA 98671 Six Boat Slips as follows: Slip # 1 of Breakwater located at Columbia River MM 121.8 45.57711752282576, -122.37888470393155 ("Breakwater") Port Marina Slips # 4-8 on East Dock.	Customer shall pay monthly amounts as follows: $793.55 US Dollars per month from Commencement date through June 30, 2023 for six (6) boat slips and beginning July 1, 2023 shall pay a monthly amount of $900.00 US Dollars per month for six (6) boat slips and other attendant charges as described herein. The monthly lease rate is due on the 1st of each month, regardless of when an invoice is received. Customer shall also pay the then current monthly amount for Dock Boxes per month based on the Port's Schedule of Rates & Fees, multiplied by the number of Dock Boxes used. The Port will invoice the Customer on a monthly basis and the Customer agrees to pay the Dock Box charges by the 10th of the month following usage. Any balance owing will be charged a 5% late fee plus interest accruing at one and one-half percent (1.5%) per month from the date due until paid. Payments are applied to the oldest outstanding invoice(s) first. Chronic late payments will not be tolerated. In the event this account is referred to collection, The Customer agrees to pay all collection fees permitted by law, including the Port's attorney fees and costs for trial, appeal, and in anticipation of same.

LEASE PURPOSE

THIS AGREEMENT is made and entered into by and between the PORT OF CAMAS-WASHOUGAL, a Washington state public port district, hereinafter referred to as the "Port," and COLUMBIA BOAT CLUB INC. DBA FREEDOM BOAT CLUB CAMAS, a limited liability company corporation licensed to do business in the State of Washington, hereinafter referred to as the "Customer" ("Lease" or "Agreement"). The Facility will be utilized for Customer's members to utilize six boat slips and Dock Box Rentals at the Facility locations described here for boat moorage purposes, subject to the terms herein.

1. Required Information: In consideration of the Lease Rates/Charges referenced herein, Port hereby grants to Customer access to and use of the Facility locations defined above, for the purposes described above. Customer shall submit the following items for each boat expected to utilize the services hereunder to the Port office at least three days prior to Lease commencement:

A. A copy of current boat registration
B. A copy of insurance declaration page

**Marine insurance is required by state law RCW 53.08.480

C. Boat length:
Not to Exceed 25 feet: _____

D. Boat registration number: _____

E. Boat width: _____

F. Boat make: _____

G. Boat color: _____

H. Boat year: _____

I. Boat name: _____

J. Other description: _____

Tags on vessel and current?

Yes No

Does this vessel have a trailer?

Yes No

2. Term and Termination. This Agreement shall commence upon its date of execution, shall have a term of two (2) years for the months/dates of 5/22/23-10/31/23 and 5/1/24-10/31/24 each year, and upon mutual acceptance may be renewed for two (2) additional one (1) year terms, for a total term of four (4) years. The Port may terminate this Agreement at any time in its sole and absolute discretion upon written notice to the Customer ("Notice"), with such termination effective as of the end of any calendar day specified in the Notice, provided, however, said termination shall not take effect until 30 days after the date of the Notice. The Customer may terminate this Agreement at any time in its sole and absolute discretion upon notice to the Port, with such termination to be effective as of the date and time specified in such Notice. Termination by Customer shall be without any liability to the Port if the Port in its sole and absolute discretion accepts such termination.

3. Water & Electricity. Potable water and electricity are provided at a flat fee cost from the Port's water system at Breakwater as follows: $25.00 US Dollars per month for Slip 1 on the Breakwater and $15.00 US Dollars per month for each slip, slip No(s). 4-8 on the East Dock. The Customer agrees to pay by the 10th of the month following usage.

4. Utilities and Services. Customer agrees to pay for all electricity and other utilities or services, which shall be furnished to the slip at the rates established herein. Electrical service at Marina slip must be paid for monthly in advance. Customer will be responsible for any damaged or missing dock box leased from the Port, including possible replacement, during the lease period.

5. Service Measures From time to time, certain boats within the Marina experience conditions that require immediate attention. At such times, the Port staff will make all reasonable efforts to reach the owner of the affected boat. If unable to reach the Customer, the Port will attempt to provide appropriate service measures deemed by the CEO to be in the best interests of the Customer and Port. The Customer hereby agrees to pay for these services at the rate provided in the Port's posted Schedule of Rates & Fees then in effect.

6. Account in Good Standing. This Lease Agreement is based upon mutual understanding that Customer's account will remain in good standing, which includes, but is not limited to, notifying the Port of any change in contract information, including mailing address, email address, or phone number. Customer also agrees to provide current copies of vessel registration and insurance declaration page annually. If at any time the account becomes delinquent, this agreement is cancelable by the Port and the Agreement may be revoked. The Port may take permissible actions to collect delinquent Port charges or to deem vessels abandoned or derelict.

NOTICE: In the event this account becomes delinquent, all written and verbal communications will be an attempt to collect the debt and any information will be used for that purpose.

7. Boat to slip ratio. Customer's boat length must be within the guidelines of the Port's boat-to-slip ratio per the Marina Policy Manual. Upon inspection of the vessel, if length doesn't meet slip criteria per Marina Policy Manual, the Port reserves the right to cancel moorage or relocate vessel with a relocation fee charged at the current rate listed in the Port's Schedule of Rates & Fees.

8. Notice To Customer. By execution of this Lease, Port and Customer agree to all its terms and conditions. Customer further agrees that Customer and its members have had the opportunity to review and be provided with a copy of the Port's Marina Policy Manual and Schedule of Rates & Fees, and Customer and its members agree to be bound by all terms and conditions in those documents, as now or hereafter amended, provided however, where provisions of the Port's Marina Policy Manual and Schedule of Rates & Fees conflict with this Lease, this Lease prevails.

9. Ethics Policy. The Port is committed to an environment that is inclusive and values diverse thought and expression. The Port's highest priority is providing a safe, welcoming, and inclusive experience for employees, Customers and community, free from all forms of discrimination and harassment. As such, the Port strongly condemns acts of discrimination and oppression in all forms, including racism. The Port further pledges to actively strive to become more inclusive and representative of the entire community, and to encourage the community to do the same.

10. Default – In the event the Customer violates any provision of this Lease, the Port may seize the boat moored subject to this Agreement together with said boats' tackle, apparel, fixtures, equipment and furnishing (the Property). The Port shall have a lien against said Property for all charges and late fees then owing or later accrued, and all costs, including reasonable attorney's fees, included in the collection of said charge or Foreclosure on said Property. The Port may move the Property to wet or dry storage and may charge the Customer additional fees and charges related to said storage, as provided in the Port's posted Schedule of Rates & Fees then in effect.

The Port may proceed to Foreclose its lien under the procedures outlined in Resolution No. 3-88, adopted pursuant to RCW 53.08.320; or according to the summary procedure authorized by RCW 60.10 and RCW 60.36.010. The Port may also utilize any collection remedy authorized by Federal, State or local statute or ordinances, AND Customer agrees to pay all court costs and attorney fees incurred by the Port in the course of collecting amount owed under this Lease. In the event the Customer is sent to collections, a finance fee of 15% of total amount due will be assessed to the account.

11. Condition of Boat/Slip The Port does not accept Customer's boat for storage or as a bailee and shall not be liable or responsible in any manner for its safekeeping and condition of its Property. Marina premises adjacent to the moorage have been inspected by Customer and accepted in their present condition. Customer shall keep them neat, clean, orderly and as free as possible from all flammable

substances. In consideration of the granting of this Lease, the Customer hereby waives all claims for damages against the Port and agrees that Customer will not attempt to hold the Port responsible for any damages sustained by Customer or Customer's property for whatever cause.

12. Assignment of Lease and/or Berth Customer shall not assign or transfer this Lease or any interest herein, or any interest in the berth designated by this Lease, and Customer shall not use that berth for any commercial purpose without prior written permission of the CEO.

13. Termination by Port – Port may terminate this Lease by providing Customer with the written notices authorized by law for termination of tenancies, with or without cause, or by 30 day's written notice prior the end of any rental period. Reasons for termination include but are not limited to: Submission to collections; Foreclosure; Chronic late payments; Non-current vessel registration; Safety concerns; and Complaints from other Customers.

14. Inspections – The Port reserves the right to inspect any of the rented or leased premises at any time. Failure to inspect shall not be deemed to create any responsibility upon the Port.

15. Substitution of Vessel. If Customer intends to substitute a different vessel for the one designated herein, Customer must have prior approval from the Port and supply the Port with proper documentation for that vessel.

16. Gate Key Card Customer agrees to pay the Marina Card Key fee as per the Port's Schedule of Rates & Fees.

17.Delinquency If Customer's boat is seized due to Customer's delinquency in moorage rental payments (see Paragraph 10 Default), Customer's gate key card(s) will be deactivated until the account is brought current and the Port has released the boat.

18. Acceptance of Lease Execution of this Lease shall constitute Customer's admission of its familiarity with this Lease Agreement, the Port's Marina Policy Manual and Schedule of Rates & Fees, and Customer's agreement to comply with the same and any amendments.

19. Definitions The words "Port Area" as used herein shall mean those areas within the Marina, including water, land, air space above, and all buildings. The word "Port" shall mean "Port of Camas-Washougal". The word "CEO" shall mean "the Chief Executive Officer" of the Port of Camas-Washougal and his agents". The words "berth" and "slip" are used to mean the leased space the boat occupies.

20. Insurance. The Customer agrees to provide insurance as follows: Protection and indemnity insurance and general liability or marine liability insurance covering bodily injury liability (including death), personal injury liability, property damage liability, blanket contractual liability, workers compensation insurance (including longshoremen and harbor workers act coverage, and Jones Act coverage, to the extent applicable or required under applicable State and Federal law) for all operations and activities while moored at the Port Facility and Dock or operating on or about the Port Facility and Dock. Such insurance shall be in the amount of at least $10,000,000 combined single limit of liability. The Port shall be named as an additional insured with an endorsement at least as broad as ISO CG 20 10 10 01. The Customer shall provide proof of insurance by a certificate of insurance and copy of additional insured endorsement satisfactory to the Port evidencing above coverage and naming the Port added as an additional insured prior to conducting any operations at the Port Facility and Dock.

21. Indemnification, The Customer agrees to defend (with attorneys approved by the Port), indemnify and hold harmless the Port, its agents, servants, employees and officials from any and all liability or claims for damages to or from third parties, or other persons, including physical damage to any Port property caused by the negligent or other wrongful act or omissions of the Customer or its members, agents, servants, employees, directors, officers, representatives, contractors, subcontractors, consultants, subconsultants, vendors, officials, guests, licensees, customers or invitees of the Customer ("Customer Parties"), arising or alleged to arise out of or related to the use by the Customer of the Port Facility and

related and adjoining facilities, described or other operations of the Customer on or about the Port Facility and does further agree to defend and indemnify and pay the expense of defending any action that may be commenced against the Port, its agents, servants, employees or officials by any third person or other person alleging any injury or damage arising out of or related to the dockage or use of the Port's Dock and Facility.

22. Permits. The Customer shall obtain and maintain all permits and licenses required for the conduct of the Customer's activity at the Facility and at the Port's request shall provide a copy of all such permits and licenses and all renewals thereof to the Port. The Customer shall promptly and diligently observe and comply with all applicable laws, rules, regulations, standards, ordinances, permits and permit requirements, licenses and license requirements, franchises and franchise requirements, orders, decrees, policies, and other requirements of all federal, state, county, city, or other local jurisdiction governmental or public or quasi-public bodies, departments, agencies, bureaus, offices or subdivisions thereof, or other authority, which may be applicable to or have authority over the Port Facility or surrounding area or any improvements on the Facility, or over the Customer as they pertain to the Customer's activities on or about the Facility and Dock, or any activity conducted on or about the Facility and Dock including, but not limited to, those of the Port, and including, but not limited to, those pertaining to police, fire, safety, sanitation, environment, storm water, odor, dust and other emissions, and noise, all as currently in effect or as hereafter adopted, enacted, passed, directed, issued, or amended, and all obligations and conditions of all instruments of record at any time during the term of this Agreement (collectively "Applicable Law"). Without limiting the foregoing, the Customer shall make any alterations or improvements to the Facility and Dock required to comply with the requirements of this section. In addition to any other indemnity under this Agreement, the Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless against all civil or criminal claims, costs (including but not limited to reasonable attorney fees), expenses, fees, fines, penalties, liabilities, losses, and damages that the Port incurs by reason of any third party (including but not limited to any governmental agency) charge, claim, litigation, or enforcement action related to any actual or claimed violation by the Customer Parties of any of the foregoing. The Customer's obligations under this section shall survive the expiration or other termination of this Agreement.

23. Hazardous Substance Prohibited, In carrying out this Agreement, the Customer shall not release any Hazardous Substance into the surface, subsurface, water or air on or about the Dock or Facility or the common areas or adjacent property, including bus staging area.

24. Compliance with Laws. In carrying out this Agreement, the Customer agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to defend (with attorneys approved by the Port), indemnify, and hold harmless the Port against all civil or criminal claims, losses, liabilities, fees, fines, penalties, damages, and costs (including but not limited to attorney fees) resulting from any failure of the Customer or the Customer Parties to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98. A copy of the Port's current Marina Policy Manual and Schedule of Rates & Fees has been made available to Customer with this lease.

25. Environmental Investigation, The Customer shall be fully and completely liable to Port for any and all investigatory, cleanup and/or monitoring costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to the Customer use, disposal, transportation, storage, generation, management, release and/or sale of Hazardous Substances, which in any way arises out of or relates to this Agreement, including all Customer use of and activities at the Facility and or Dock or Customer's access thereto and/or use thereof, including on or about the Facility and Dock, the common areas or adjacent property.

26. Environmental Provisions. The Customer shall defend (with attorneys approved by the Port), indemnify, and hold the Port harmless from any and all actions that arise out of or relate to any threatened, alleged, or actual release of Hazardous Substances or any other violation under any applicable environmental law or regulation, including, but not limited to, investigation of a release or other violation; actual releases or other violations; remediation, cleanup and/or response costs; damage to natural resources; fines or penalties; economic loss or damages; enforcement action costs; judgments; appeal bonds; continuing monitoring costs; attorney fees and costs; and consultant fees and costs, and shall maintain insurance for such risk with limits of at least $1,000,000 and shall name the Port as an Additional Insured with an endorsement at least as broad as ISO CG 00 39 04 13, and provide Additional Insured certification and a copy of Additional Insured endorsement satisfactory to the Port prior to commencing operations. All such insurances shall be endorsed to waive subrogation as to the non-procuring party, subject to the allocation of liabilities in this agreement. Sudden and accidental pollution coverage alone will not be accepted. Any policies issued on a claims-made basis shall provide for extended reporting periods of not less than five (5) years after the expiration or other termination of this Agreement. The obligation of the Customer to defend the Port shall not preclude the right of the Port to obtain its own counsel. Any costs and fees incurred in defense of the Port by the Port's counsel shall also be paid by the Customer as the same are incurred.

27. Condition of Facility. The Port makes no representation concerning the depth of the water at the Port's Facility and Dock or the presence of submerged objects adjacent to or near the Dock or Facility or otherwise regarding the condition of the Dock and Facility or surrounding area, or their suitability for the Customer's intended use or otherwise. The Customer shall make their own determination that the Customer's vessels have adequate depth to safely dock at the Port's Dock and Facility and that the Dock and Facility and other Port facilities are suitable and safe for the Customer operations.

28. Security. The Customer shall be responsible for all required security as required by any federal or state agency with jurisdiction regarding its activities at the Port's Dock and Facility.

29. Safety and Notifications: The Customer shall be responsible for ensuring that Customer and Customer Parties comply with applicable laws and obey any written safety rules as may be provided by the Port. Customer shall not intentionally interfere with other operations or create any danger or safety hazard at the Dock and Facility. Customer shall notify the Port if it believes there are any safety or suitability problems, and in such an event the parties agree to fully cooperate and resolve the same to their mutual satisfaction. Formal notices shall be addressed to the contact defined above for each of the parties and may be given by e-mail, or mail.

30. General Provisions. This Agreement shall be governed by the laws of the state of Washington, Clark County.

This Agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means deemed equivalent to original signatures. This constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, written and oral. This Agreement shall not be modified except through a writing signed by both parties.

DATED THIS _____ DAY OF _____ 2023.

Port of Camas Washougal	**Columbia Boat Club Inc. DBA Freedom Boat Club Camas**
_____	_____
Authorized Signature	Authorized Signature
David Ripp, Chief Executive Officer	**Walt Crate, President**
Printed Name and Title	Printed Name and Title