

PRELIMINARY AGENDA FOR REGULAR MEETING

February 7, 2024

I. WORKSHOP

Grove Field Urban Growth Boundary Discussion

11:00 AM

II. OPEN SESSION

Pledge of Allegiance

12:00 PM

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 a 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 January 17, 2024, & for the special meeting on January 25th & 26th, 2024.

B. Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

C. Resolution 4-24 - SUPPORTING Camas School District 117 Proposition No. 6 & 7 Educational Programs and Operational Replacement Levy and Camas School District 117 Proposition No. 6 & 7 Capital Project Replacement Levy for Educational Technology, Health, and Safety Improvements Levy. – CEO David Ripp

D. Marina Policy Revision- Director of Finance Krista Cagle

E. Airport Policy Revision- Director of Finance Krista Cagle

F. Leave & Holiday Policy Revision- Director of Finance Krista Cagle

G. Marina Loop Pavement Contract- CEO David Ripp

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.

- Comments in support of Resolution 4-24 supporting the Camas School district ballot matters.
- Comments in opposition of Resolution 4-24 for the Camas School district ballot matters.

ACTION ITEMS

H. Resolution 4-24 SUPPORTING Camas School District 117 Proposition No. 6 & 7 Educational Programs and Operational Replacement Levy and Camas School District 117 Proposition No. 6 & 7 Capital Project Replacement Levy for Educational Technology, Health, and Safety Improvements Levy.

I. Leave & Holiday Policy Revision

J. Marina Loop Pavement Contract

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

Regular business and meetings that members of the Commission may attend:

<u>Date</u>	<u>Meeting</u>
February 23, 2024	Strategic Planning Meeting 8:30 am-12:30 pm
February 28, 2024	Chamber Luncheon 11:30 am- 1 pm
March 5, 2024	Economic Forecast Breakfast 7 am-9:30 am

(*Denotes events 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 REGULAR COMMISSION MEETING

PORT OF CAMAS-WASHOUGAL

January 17, 2024

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held virtually due to inclement weather per RCW 42.30.070 on Wednesday, January 17, 2024, at 12 p.m. An Executive Session regarding a personnel evaluation was held before the regular meeting at 11 am and no decisions were made.

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, Director of Facilities Eric Plantenberg, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access through a designated Zoom conference call line or video link.

At 12:00 p.m. following the Pledge of Allegiance, Commissioner Keister called to open the Regular Session public meeting to order. This meeting is video recorded, and the chat function has been disabled.

PUBLIC COMMENT #1:

Mayor of Washougal David Stuebe-

Mayor Stuebe gave his thanks to everyone who volunteered at Re-Fuel over the weekend. Stuebe stated that they had 15 overnight guests at the community center due to the poor weather. Stuebe also mentioned his thanks to the city workers for keeping the roads clear and keeping the power on.

City of Washougal Council Ernie Suggs-

Suggs stated that he was glad the City of Washougal could provide for those in need over the weekend. Suggs said to have a great week everyone.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on January 4, 2024, and electronic payments and the issuance of general fund checks 9307-9335 and printed check 50156 in the total amount of \$189,618.22 were presented for approval. After a brief discussion, a motion was made by Commissioner Spencer and seconded by Commissioner Marshall and the minutes and electronic payments and checks were carried unanimously.

NEW BUSINESS / DISCUSSION ITEMS:

Fly It Lease AP-01 & E-03-Director of Business & Real Estate Derek Jaeger:

Director of Business & Real Estate Derek Jaeger stated that the lease for Fly IT ends on January 31, 2024.

AP-01- Jaeger explained the new lease will provide the following changes, AP-1 would now include AP-1 and AP-1 East. Jaeger explained that previously there were two separate leases due to

an addition of AP-1 East to accommodate growth. The new AP-1 Lease combines both into the document for a total of 6,000 square feet. Jaeger stated the new lease term is for 5 years and Fly It will see gradual pricing increases. Jaeger touched on the conducted research shows current market rate are at \$.50-\$.55 per square foot. The new rate will reflect an 8% increase in year one and a 10% increase for years 2-4 and then 3% thereafter. Jaeger also explained that the Port is removing Fly It's fuel discount. Approval will be requested during action items.

E-01- Jaeger explained that Fly It leases E-01 for office space and hangar plane storage. Jaeger stated this lease will see a rate adjustment of 15% for year one, 18% for year two, and 3% thereafter. Jaeger stated the rate is increased incrementally for the first two years to accommodate for office space not included in the initial lease. Jaeger also stated the rates previously negotiated were established higher than regular hangar rates as compared to the rest of Grove Field, but they have fallen behind over time due to rate increases at the airport. Approval will be requested during action items.

Immelman Lease Addendum- Director of Business & Real Estate Derek Jaeger:

Director of Business & Real Estate Derek Jaeger stated Immelman Hangars developed phase one of two which was 17 hangars at Grove and has been in the permitting stages of phase 3. Jaeger explained that the construction and completion of phase 3 was to occur in early 2024, but due to delays during COVID, they would now like to extend construction completion through to August 24, 2025. Jaeger stated phase 3 would include 6 hangars and a total of 24,660 square feet. Approval will be requested during action items.

Resolution 3-24 Amending Resolution 6-21 Washington Cares- Director of Finance Krista Cagle:

Director of Finance Krista Cagle stated the Port is amending former Resolution 6-21 that was implemented in July of last year. Under the Washington Cares Act (Long-Time Services and Support Act) employees in Washington were required to pay a percentage-based tax on their annual wage to fund the program trust fund. Cagle explained the Port has determined it is in the best interest to pay the employee's share of this tax. Cagle also mentioned that from a payroll standpoint, there was no real way to take this money out of each employee's checks each month and it left room for error. Approval will be requested during action items.

Resolution 3-25 Camas School Support Levy-Chief Executive Officer David Ripp:

Chief Executive Officer David Ripp stated this Resolution is like the one that was passed earlier in 2023 in support of the Washougal School District. Ripp stated ultimately supporting this levy comes down to an educated community and job creation. Ripp stated the levy had similar verbiage to Washougal's. Ripp stated this was more of a discussion item currently and he would like to bring this forth to the February 7th meeting. Ripp stated he had spoken with the superintendent of the Camas School District and hoped that they could make the February 7th meeting to answer questions that the commission and public may have.

PUBLIC COMMENT #2:

City of Washougal Council Ernie Suggs-

Suggs stated he wanted to thank CEO David Ripp for responding so quickly to his addressed concern about a business in the Port district. Suggs explained that Ripp was quick to explain what

regulations the business had and that he appreciated the thorough explanation. Suggs said to have a good afternoon.

Bob Martilla of Washougal-

Martilla of Washougal asked if there was progress with moving the windsock at Grove Field. Director of Facilities Eric Plantenberg said, not yet due to the poor weather conditions. Martilla also asked about the Wi-Fi at Grove Field. Ripp and Plantenberg explained that IT person Kyle was still gathering the parts to make it successful, and the poor weather had made it a slower process.

ACTION ITEMS:

Fly It Lease AP-01 & E-01-

Commissioner Keister requested formal approval of the Fly It Lease AP-01 & E-03 as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously, the Fly It Lease AP-01 & E-03 was approved effective January 17, 2024.

Immelman Lease Addendum:

Commissioner Keister requested formal approval of the Immelman Lease Addendum as presented during discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Spencer and carried unanimously, Immelman Lease Addendum was approved effective January 17, 2024.

Resolution 3-24 Washington Cares:

Commissioner Keister requested formal approval of Resolution 3-24 Washington Cares as presented during discussion items. Upon motion by Commissioner Spencer seconded by Marshall unanimously, Resolution 3-24 Washington Cares was approved effective January 17, 2024.

STAFF REPORTS & COMMENTS

Chief Executive Officer-

Chief Executive Officer David Ripp stated the CTAF number at Grove Field has been changed effective as of January 16th. Ripp explained the number was not supposed to change until early February, but aviation websites had already posted the change, so the Port had to play catch up. Ripp mentioned that Plantenberg and crew had put up signs noticing pilots about the change. Ripp also stated his thanks to maintenance Port workers Zach and Travis for working over the weekend to help deal with the harsh weather conditions.

Upcoming events:

The CREDC Meeting has been rescheduled to January 30th at Ilani Casino.
Next week's annual planning meeting is January 25th & 26th from 8:30 am-12:30 pm.
Port Day is on February 1st and 2nd in Olympia.

Director of Business & Real Estate-

Director of Business & Real Estate Derek Jaeger stated that he was looking forward to the annual planning meeting next week.

Director of Facilities-

Director of Facilities Eric Plantenberg stated the bathroom and gate codes at Grove Field have not been changed yet. Plantenberg stated tenants will be notified when that does change. Plantenberg also mentioned the repair to the Port's buildings that are needed due to the snow and ice storm. He

mentioned 8 buildings with no water, public restrooms under repair, and broken pipes. Plantenberg stated most likely, the Port’s public restroom would be down for a couple of weeks.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Marshall

Commissioner Marshall stated she had a one-on-one with CEO David Ripp last week and they spoke about legislative priorities. Marshall stated they also touched on what should be on the Port’s radar in years to come. Marshall stated the Port is lucky to have local legislation championing some of the issues that she and Ripp spoke about.

Commissioner Spencer

Commissioner Spencer stated the City of Camas canceled their meetings due to the poor weather conditions. Spencer stated that the City of Camas’ strategic planning meeting is on January 26th.

Commissioner Keister

Commissioner Keister stated he had been having discussions with the Port of Vancouver Commissioner regarding building design standards for their Terminal One project. Keister mentioned some of the work the Port was looking at in future years and how it related to their project. Keister also relayed this conversation to Port employee Environmental Project Manager Jennifer Taylor.

The regular meeting adjourned at 12:35 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

**MINUTES OF THE SPECIAL COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
January 25 & 26th, 2024**

By: Mackenzey Thomason, Administrative Assistant

Present: Commissioners Larry Keister, Commissioner Cassi Marshall, Commissioner John Spencer, Director of Finance Krista Cagle, Director of Facilities Eric Plantenberg, Project Manager Jennifer Taylor, Chief Executive Officer David Ripp, Director of Business & Real Estate Derek Jaeger, Contract Manager Debra Itzen, Administrative Assistant Mackenzey Thomason, and members of the public.

At 8:30 am on January 25, 2024, following the Pledge of Allegiance, Commissioner Keister called to open the special public meeting to order.

CEO David Ripp's Opening Comments: Chief Executive Officer David Ripp stated he would like to open the special meeting by focusing on the top five priorities for the Port staff for the next five years. Ripp also mentioned that a quarterly meeting will be held in May or June of 2024 and in August or September of 2024.

Commissioner Marshall: Commissioner Marshall stated she would like to prioritize the new waterfront development and make sure plans move along smoothly. Marshall also would like to focus on staffing needs, a long-range plan for the Airport, and working towards the planning of Building 21. Marshall mentioned the Port's focus on sustainability and job creation as well.

Commissioner Spencer: Commissioner Spencer stated he would like to focus on the funding for future projects, the east side of the industrial park, the search for a new Port CEO, and positioning the Port for any future grants. Spencer also stated he wanted to focus on sustainability goals and future planning for the Airport.

Commissioner Keister: Commissioner Keister stated he would like to focus on supporting the Port staff, the hiring process for the new CEO, and to continue the Port's vision after the Commissioner chairs change. Keister also mentioned the emphasis on a strong financial position and to continue the relationships built within the two cities, the school districts, and the legislators.

Commissioner & Staff Comments:

Commissioner Keister: Commissioner Keister stated he would like to discuss the staffing issues that come with hiring a new CEO, focusing on budgeting for future growth, Steigerwald Commerce Center, and the 41st Street project planning. Keister also stated he would like to focus on the future of green buildings with bird-friendly windows. Keister mentioned the apparent need for the Port Administrative building expansion as well.

Director of Finance Krista Cagle: Cagle stated that she would like to discuss the strong financial position the Port is in, staff retention and growth. Cagle also mentioned trying to solve the Port's growing pains, community outreach, and maintaining the Port's current assets.

Director of Facilities Eric Plantenberg-: Plantenberg stated his focus is on infrastructure and growing project plans.

Director of Business & Real Estate Derek Jaeger- Jaeger stated growth, maintenance for the expansion of the business, breakwater dock improvements, marina improvements, staff retention, software efficiency, and the industrial park future were his main areas of focus.

Project Manager Jennifer Taylor- Taylor stated she would like the time to be more organized, prioritize maintenance, facilities projects, grant funding, and overall wanted to be better prepared with better laid out information for said potential funding. Taylor also shared the importance of getting diverse businesses in the industrial park, improving overall transportation and sustainability goals.

Contract Manager Debra Itzen- Itzen shared that making sure the Port is following legislative changes and demands and doing projects within our Port guidelines was important to her.

CEO David Ripp- Ripp stated his focus is on ample property to develop for the future, being a squeaky wheel with grants and keeping with the vision the current commission has now. Ripp also mentioned bringing in like-minded people staffing-wise and hiring a new CEO who shares a like vision is a priority.

5-year Capital Budget-Director of Finance Krista Cagle:

Financial Software Update: Cagle stated the Port has canceled its new accounting software, Caselle. Cagle stated the Port got their lawyer involved to send the cancellation notice and asked for the money spent back. Cagle stated the Port is now using its old accounting software, Sage 50, and it is functioning but not completely up to date. Cagle stated in the future, the Port may investigate a newer Sage software called Sage In-tact.

2024-2028 Capital Reserve Balance:

Cagle presented a slide show that showed Port's expenses and projects over the upcoming years and what she projects the Port's cash reserves to look like.

2024-\$4,259,939.00

2025 Projected- \$4,364,420.00

2026 Projected- \$5,023,530.00

2027 Projected-\$5,908,823.00

2028 Projected-\$5,429,008.00

Cagle stated in 2028 the cash reserve balance is going to potentially go down due to a dredging project for the marina.

Marina & Waterfront Development:

Phase 1 Development of the Waterfront: Ripp stated the first two buildings of construction have been approved as well as the site plan. Construction should begin in late Spring or early Summer 2024. Ripp also mentioned the Port hiring Earth Engineers to remove the organic and waste material from the site before RKM breaks ground. Ripp stated RKM is going to re-route traffic to the west side of the Port property for a month or so while in phase one of construction.

Riverside Marine: Ripp explained that he and Jaeger have had conversations with Riverside Marine about the future of the business since the owner is planning on retiring soon. Expansion of the building for the Port's use and a future new tenant were discussed. Jaeger stated Riverside has communicated with a business from Bend, Oregon that specializes in boat repair and sales. Commissioner Keister emphasized if we bring another business in to replace Riverside it would have to fit with the Port's mission statement. Jaeger stated their current lease runs through 2029.

Future of Port Administrative Offices: The future of the Port's administration building was discussed as the current building is getting older and it does not have enough room to take on new employees. Ripp discussed eventually moving over to the Dolphin Yacht Club or using their space as a conference room for commission meetings. Port staff and the commission also discussed the potential of taking over Riverside Marine's space or using the space at the current Washougal Courthouse. The Commission mentioned purchasing the Treasure House building.

Airbnb: Director of Facilities Eric Plantenberg discussed having a future houseboat Airbnb on the J-dock in the marina. Plantenberg stated most of these floating homes are made and available in Florida, so the Port may fly him out to look. The re-location of 2 tenants on J dock was also discussed as their space would be needed to accomplish this.

Future Fishing Dock: Project Manager Jennifer Taylor stated she got a quote from Bellingham Marine for 1.2 million dollars. This quote would be for a new dock with new dolphins to hold it in place.

Future of the Breakwater Dock: Port staff and Commission discussed the future use of the summer slips on the Breakwater dock and East dock. In years to come, instead of having summer tenants on the dock, the Port would instead charge an hourly rate for visitors.

Grove Field Airport:

Annexation 2024-2025 Update: Marty Snell of Mackay Sposito will attend the Port's next commission meeting on February 7th to talk about the urban growth boundary. This will be for the workshop portion of the meeting. Ripp stated that Snell also would like to talk about zoning. Ripp also mentioned that if the Camas City boundary is increased to include the airport, the people who live in that area may see a decrease in their taxes. Ripp mentioned that the city may not annex until they can provide services to those areas.

Private Condo Hangars Update: Jaeger gave an update on the Immelman hangars at the Airport. Jaeger stated they are currently in phase three and are planning on building 2 hangars on the west side of the taxiway.

Jaeger also stated their lease will look different because of the additional parking needs. Jaeger touched on the future of the western portion of the airport and the development of more private condo hangars.

January 25, 2024, session of the special meeting adjourned at 12:36 pm.

At 8:30 am on January 26, 2024, following the Pledge of Allegiance, Commissioner Keister called to open the public meeting to order.

Future Development for Grove Field: Ripp stated that eventually, the Port would like to see the Airport surrounded by a light industrial area to serve as a buffer for the residential homes when it comes to noise concerns. Ripp stated that he would like to continue to speak about a future electrical infrastructure for the charging of electric planes and vehicles. Project Manager Jennifer Taylor applied for a level 3 charger grant for the Airport. Taylor stated the Port received one-third of the projected project cost. Taylor also mentioned that CPU may also support this project financially.

Solar Backup Project Grant: Ripp stated this grant is for the Airport in case an emergency happens, it would serve as an instant command center with solar power. Taylor stated this grant was applied for due to the fires in the area a couple of years back.

Lighting Upgrades: Plantenberg stated that almost a year ago CPU and an energy consultant did a walk-through of the Airport to evaluate lighting to see where the Port could potentially upgrade and improve. Plantenberg stated that since this walk-through, the Port has upgraded lighting in various hangars. If these lighting fixtures continue to work smoothly, the Port will upgrade further.

Future of the Runway: Plantenberg stated that during the recent ice storm, $\frac{3}{4}$ of an inch of the Airport runway came up in a certain area. He stated that re-doing the runway would be added to capital projects in the future. Plantenberg also mentioned widening the runway for a potential future instrument approach.

Public Comment:

David St. Clair of Washougal: St. Clair spoke about the widening of the Airport runway. St. Clair also spoke about becoming a federally obligated airport and the investments that would be needed to do so.

Bob Martilla of Washougal: Martilla spoke about the importance of electric capability at the Airport for future electric planes and cars. Martilla also mentioned the need for an airport manager when it becomes more developed.

Industrial Park:

Building 20: Jaeger stated Building 20 has a total of 36 employees currently. Jaeger spoke about the tenant improvements that Recluse Brew Works, Grains of Wrath, and Grit Overland have made. Jaeger stated Grit Overland has an interest in expanding their business again and has an interest in suite 107. Jaeger mentioned that Grit Overland has included Mercedes Vans and repair

services for vans. Jaeger also stated that Recluse Brew Works is now up and running as of November. Recluse has food carts that park outside on the weekends. Grains of Wrath are undergoing the permitting process, and their space should be ready in four months. Grains of Wrath will be moving forward with a taproom in their space next year. Jaeger also spoke about a pathway that is being made between Building 20 and 54-40 Brewing.

Building 19: Jaeger stated that if there was a building the Port would sell, it would be Building 19. Ferguson currently inhabits the building, and their current lease has another 5-year option. Jaeger stated that their long-term plan is potentially moving. Jaeger stated he would follow up with getting an appraisal for the building and most likely move forward next year.

Steigerwald Eastern Section UPC Vision: Jaeger stated UPC is in phase one for their parcel 13 and may want to purchase 14E for more of an office type of space. Jaeger explained the vision for a potential training facility in Steigerwald for the aerospace industry.

SE 41st Street Update: Taylor stated that Mackay Sposito Engineering is almost done with 90 percent designs for 41st Street. Taylor stated afterwards the permitting process will begin and then it will be time to bid.

IP Shop Pendleton Site: Plantenberg stated that the Port will now be leasing the land from Pendleton to the west of the IP shop. The lease is for 10 years and .02 cents per square foot. The space is a total of 14,000 square feet.

Wayfinding Signage: Plantenberg stated that Contract Manager Debra Itzen got pricing for signage for pedestrian traffic in the industrial park. Plantenberg said it was difficult to find places to put the signs because the trucks coming through the industrial park tend to run into them.

Sustainability Lease Language: Ripp stated the Port of Vancouver will be coming to the Port's commission meeting on February 21st to discuss environmental design standards. This discussion will be held at the workshop before the regular meeting. Keister discussed the Green Globe standards and the standards for future buildings, tenants, and companies within the Port district.

Camas Mill Site: Ripp stated that the Port has an interest in the Georgia Pacific Mill site. Ripp stated the Port will continue to work on getting updates on what's going on with the space and development for the future. Commissioner Marshall mentioned that this may be a great opportunity for TIF funding.

Commission Meeting Action Items: The Commission stated that they would like to get a summary of each action item on the agenda for Commission meetings moving forward. They stated they would like to get information on if the action item has already been budgeted for, if it's equitable, and the basic "why". Commissioner Spencer also stated that this may give the public peace of mind by understanding more of what's on the Port's agenda. Commissioner Marshall said that both the City of Washougal and the City of Camas do this for their meetings, and it flows nicely.

Staffing Updates on the CEO Search: Ripp stated that the idea currently is to bring the new CEO, when found, into the role in August. Ripp stated he would still be at the Port during that time to help train and support this transition until about mid-September. Ripp mentioned he would go on a vacation after mid-September but after that, he would be available to answer any questions from staff if needed. The Commission also mentioned that the timeline depended on if the new person that was hired for the CEO position had prior Port experience and how up to speed, they were on our policies and vision.

January 26, 2024, session of the special meeting adjourned at 1:08 pm.

Port of Camas-Washougal Staff Report

DEPARTMENT: Administration

FOR THE AGENDA OF: February 7, 2024

RECOMMENDATION: Staff supports approval from the Commission for this Resolution.

SUMMARY:

At our last meeting we discussed developing a resolution in support of our local partner, the Camas School District. The proposed resolution matches what we approved for Washougal School District last year.

BUDGET IMPACT:

No impact now but will have future positive attributes for having an educated workforce.

SUSTAINABILITY IMPLICATIONS (please describe):

NA

DEI IMPLICATIONS (please describe):

None

RESOLUTION 4-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE PORT OF CAMAS WASHOUGAL IN
SUPPORT OF:

CAMAS SCHOOL DISTRICT 117 PROPOSITION NO. 6
EDUCATIONAL PROGRAMS AND OPERATIONAL REPLACEMENT LEVY
AND

CAMAS SCHOOL DISTRICT 117 PROPOSITION NO. 7
CAPITAL PROJECT REPLACEMENT LEVY FOR EDUCATIONAL TECHNOLOGY, HEALTH AND SAFETY
IMPROVEMENTS LEVY

WHEREAS, the Camas School District is within the Port of Camas-Washougal ("Port") port district, and

WHEREAS, the Camas School District is asking voters to support a replacement Educational Programs and Operational Levy And Capital Project Replacement Levy for Educational Technology, Health and Safety Improvements Levy; and

WHEREAS, the Port Commission finds that adequate school infrastructure is of vital concern to the residents of the Port; and

WHEREAS, Camas students have benefited from voter-renewed school levies since 1980; and

WHEREAS, as of 2018 over 99% of students in Washington State benefit from a community that approved a local school district levy; and

WHEREAS, Camas has a proud history of success in sports, the arts, and education for students that would be negatively impacted by a levy failure; and

WHEREAS, the levies support important school programs and staff, and health and safety improvements to keep students safe and warm; and

WHEREAS, the levies support important technology equipment used to help students learn future employment skills for an increasingly technology dependent; and

WHEREAS, studies show that well-supported extracurricular activities lead to a decrease in vandalism, truancy and youth misdemeanors, and an increase in graduation rates and student engagement; and

WHEREAS, the prior to the Port Commission's consideration of and vote on this Resolution, affecting a ballot proposition, the Port (a) issued proper notice of this meeting which included the titles and ballot numbers of these propositions, and (b) afforded members of the public and

the individual Commissioners with an approximately equal opportunity for the expression of an opposing view all pursuant to RCW 42.17A.555; and

WHEREAS, the Port Commission finds that healthy schools contribute to the livability of the city and are vital concern to the residents of the Port of Camas-Washougal; and

WHEREAS, the Port Commission finds that well-funded school programs contribute to an educated workforce needed by employers in the Port of Camas-Washougal; and

WHEREAS, the Port Commission finds that future businesses seeking to relocate to the area will consider the quality of schools and support from the community when considering where to locate their businesses;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE PORT OF CAMAS-WASHOUGAL AS FOLLOWS:

The Port Commission hereby endorses, supports, and recommends adoption of: Camas School District 117 Proposition No. 6 Educational Programs and Operational Replacement Levy and Camas School District 117 Proposition No. 7 Capital Project Replacement Levy for Educational Technology, Health and Safety Improvements.

Adopted by the Port Commission of the Port of Camas-Washougal at a regular meeting thereof held this ____, day of February, 2024.

PORT OF CAMAS-WASHOUGAL

Port of Camas-Washougal Staff Report

DEPARTMENT: Finance

FOR THE AGENDA OF: February 7, 2024

RECOMMENDATION: Approval of the Marina Policy Manual Revision as presented to occur at the February 21, 2024, meeting.

SUMMARY:

Port staff recommends the Marina Policy Manual have language added that clarifies situations in which tenancy would be denied. We recommend that any person who has been previously evicted from the Marina due to violation of Port policy be ineligible for tenancy. This recommendation and language came directly from the Port's Attorney.

Additionally, with the new gate system, the Port is offering Marina tenants access to the Brivo Mobile Pass (a phone app that allows tenants to unlock Marina gates from their phones). Language is being added to clarify that tenants are offered one mobile pass per slip.

See page 4 and page 12 of the Marina Policy Manual for revisions.

BUDGET IMPACT:

N/A

SUSTAINABILITY IMPLICATIONS (please describe):

N/A

DEI IMPLICATIONS (please describe):

N/A



MARINA POLICY MANUAL

Adopted: May 18, 2010

Amended July 3, 2012; May 5, 2015; November 16, 2015; June 24, 2019; May 25, 2021; September 15, 2021; June 15, 2022



The Port of Camas-Washougal is the recipient of the **2020 CLEAN MARINA AWARD** from the University of Washington's "Washington Sea Grant Program" administered by the National Oceanic and Atmospheric Administration, US Dept. of Commerce.

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DEFINITIONS

DEFINITIONS

Access Gate(s): The four gates used to enter the secured Marina.

Breakwater Dock: The floating wave barrier on the south side of the Marina.

Equipment: Boat, car, trailer, personal watercraft, and all other personal material.

Launch Ramp Kiosk: Located across from the Port Offices and north of the Launch Ramp, this station houses the Daily Launch Ramp Ticket Machine.

Marina: Includes docks, water, land, air space and all buildings within the boundaries of Parker's Landing Marina.

Marina Management or Management: Marina Management of Parker's Landing Marina, its agents and representatives.

Marina User or Users: Boat owners/operators, and the public, entering the Marina.

Moorage Agreement: The moorage lease agreement between the Port and Marina Tenant.

Moorage Tenant or Sublessee: A moorage agreement customer.

Port: The Port of Camas-Washougal.

Schedule of Rates & Fees: The Port's rates and charges, current and as hereafter amended.

Seaworthy / Seaworthiness: A vessel able to start the engine and motor out of the Marina, along with the ability to bilge water efficiently.

Secondary Vessel: a vessel designed, or normally used for, the purpose of ship-to-shore transit. This includes jet skis, wave runners and any vessel which may be moored other than the primary vessel.

Shipshape: tidy, clean, and free of debris or collected or abandoned materials.

Sublessee: Occupant of a slip temporarily vacated by Moorage Tenant.

PURPOSE / APPLICATION / AUTHORITY TO ADMINISTER POLICIES

PURPOSE

The purpose of these Policies and Procedures is to promote the safe and efficient operation of Parker's Landing Marina and provide better service for boaters and the public. As a municipal corporation and public service agency, the Port of Camas-Washougal is sensitive to and is obligated to take action on the valid suggestions and complaints of its customers. It is the intent of the Port to encourage customers to contribute to the efficient operation of the Marina by following the policies and procedures established for this purpose. It is the responsibility of the Marina Management to enforce these policies and procedures.

APPLICATION

All users of Parker's Landing Marina are subject to these policies and procedures and all Tariffs as promulgated by the Commissioners of the Port of Camas-Washougal, as now or hereafter amended.

AUTHORIZATION TO ADMINISTER POLICIES

- Marina Management may request persons violating these policies to leave the Marina.
- Moorage Tenants or Marina Users who violate these policies and procedures may be subject to cancellation of moorage agreements.
- Charges for removal of equipment will be assessed against the boat and/or its owners, per the Tariff Schedule.
- Marina Management may interpret the reasonable intent of these policies to carry out the purposes as intended, and may make exceptions on a case-by-case basis.

STATUTES / NOTIFICATION / QUIET ENJOYMENT

APPLICABLE STATUTES / PRACTICES

All Port, Municipal, County, State and Federal regulations, laws, and generally accepted safety and Clean Water standards apply to Marina Tenants and Users.

NOTIFICATION / CURRENT ADDRESS

Notices that the Marina Policy Manual is available will be posted at the information areas at the top of the launch ramp as deemed appropriate. The Port does not accept the responsibility for mailing or delivery of the Marina Policy Manual to Marina Tenants or Users. Copies are available in the Port Office upon request, and on the Port's website.

In an effort to encourage paperless transactions, The Port advises new tenants at lease signing where to access the current Marina Policy Manual on the Port website.

Moorage Tenant, Port Sublessee or Tenant Sublessee must provide the Port:

- The name, address and telephone number of the legal owner of the vessel; and
- If the vessel owner lives more than 75 miles from the Port Marina facility, a local contact person's name, address and telephone number, if different from the legal owner's.

QUIET ENJOYMENT

Moorage Tenants and Marina Users have a right to quiet enjoyment in their use of Marina facilities. The following are prohibited in the Marina area or on Port property:

- Discharge of fireworks;
- Any objectionable noise or odor given off by a boat or other equipment;
- Creating a nuisance in any way, or unreasonably disturbing any other Marina Tenant or User;
- Loud, boisterous, lewd or lascivious conduct.

COMMENTS / PUBLIC RECORDS / HOLD HARMLESS

COMMENTS / DISPUTES

Suggestions, comments, and/or complaints should be submitted to the Port Office.

Differences of opinion regarding interpretation of these regulations, policies and procedures should be brought to the attention of Marina Management. If the matter cannot be satisfactorily resolved, it should then be submitted in writing to the Port's Chief Executive Officer. Matters which remain unresolved at this point will be referred to the Port's Board of Commissioners.

OPEN PUBLIC RECORDS ACT / RECORDS RETENTION

The Port is a public agency, bound by the requirements of the Open Public Records Act. The lease agreements of the Port and all information provided to the Port by Tenants are available for public inspection and copying upon request.

The Port is a moorage provider bound by the requirements of Washington State's Vessel Registration laws. Certain information provided by all Lessees must be maintained by the Port for at least two (2) years in the event of a request for inspection by state agencies.

HOLD HARMLESS

Anyone visiting or using the Marina or its facilities does so at his/her own risk. The Port does not assume any responsibility for loss or damage to property or persons within the Marina.

ELIGIBILITY

Persons or entities who previously defaulted on a Moorage Agreement or were evicted from the Port of Camas Washougal's Parker's Landing Marina are not eligible for Moorage tenancy either as the principle or as a sublessee.

INSPECTIONS / SEAWORTHINESS / MAINTENANCE

BOAT INSPECTIONS/SEAWORTHINESS

The Port reserves the right to inspect vessels with reasonable notice. In a situation which the Port deems to be an emergency, the Port reserves the right to board and/or inspect the vessel with no notice to boat owner. Failure to inspect does not create any responsibility/liability for the Port.

When Marina Management has probable cause to believe that a boat is not Seaworthy, Marina Management will notify the owner and arrange a joint on-board inspection, not to exceed 10 days from notification.

A determination of Seaworthiness will be made at the conclusion of the inspection. If deemed by Marina Management to be un-Seaworthy, boat owner will be given ten (10) days to make arrangements for repairs or removal of the boat from Marina.

A boat owner must grant permission for an on-board inspection when requested by Marina Management or U.S. Coast Guard Boarding Officer, or be deemed in noncompliance with Marina Policies and be subject to cancellation of moorage agreement.

Boats which are deemed by Management to be hazardous to Marina property or other boats because of their size, condition, or construction, will not be granted moorage or will be subject to cancellation of moorage agreement.

BOAT MAINTENANCE

Designated a “Clean Marina” by the Dept. of Ecology, the Port follows USDOE Best Management Practices. In addition, the following activities are not allowed by Port policy while inside the Marina:

NO: Burning, Spray-painting, Sandblasting or Welding.

MAINTENANCE (cont.) / BOAT MOVING / REGISTRATION / OWNERSHIP

BOAT MAINTENANCE (CONT.)

Also, while inside the Marina:

- No soaps or detergents; only Environmental Protection Agency (EPA) approved products may be used;
- Any sanding inside the Marina must follow the Best Management Practices guidelines;
- Pressure washing of a boat's deck or hull *above the water line* is permitted while boat is in water. However, in the event any pollutants (i.e., paint flakes, oils, etc.) enter the water, the boat owner shall immediately cease pressure washing, and follow the proper steps taken to report the incident and perform necessary clean up. See the Dept. of Ecology's "Resource Manual for Pollution Prevention in Marinas". Available through the DOE's web site.

BOAT MOVING

Management reserves the right to move boats for the protection of life or property. Management also may temporarily relocate a boat for repairs, etc. within the Marina facilities. Every effort will be made to notify the owner. Any boat or property deemed to be a hazard to other vessels or Marina property may, at the discretion of Marina Management, be moved at boat owner's expense.

BOAT REGISTRATION/OWNERSHIP

Moorage Tenants, Port Sublessees and Tenant Sublessees are required to provide:

- Current State Registration or Coast Guard documentation as proof of boat ownership;
- Proof of registration OR a written statement of the lessee's intent to register a vessel certifying that the vessel is exempt from state vessel registration requirements as provided by RCW 88.02.570;
- Vessel hull identification number and home port;
- Date on which the moorage began; and
- Vessel's country or state of registration.

Failure to comply may be cause for refusal, or termination, of moorage. Any Moorage Tenant attempting to retain the assigned slip without a boat registered in the Moorage Tenant's name, will automatically lose continued right to occupy the leased slip.

CAMPING / CHILDREN / COOKING / DINGHIES

CAMPING

Overnight camping in RVs, vehicles, tents, or otherwise is prohibited on Port property.

CHILDREN IN THE MARINA

Children under 12 years of age are required to wear a Coast Guard-approved personal flotation device when on the Port's dock and breakwater. Children 10 and under are required to be accompanied and supervised by a responsible adult.

Coast Guard-approved life jackets are available to borrow. See storage cupboard located on the west side of Launch Ramp. Please return jackets to cupboard.

COOKING IN THE MARINA

“Open-flame” cooking on the docks, whether in the secured area of the Marina or on the Breakwater, is prohibited.

“Open-flame” cooking on the open deck of a boat in a covered slip inside the Marina with a barbeque (propane or coals), a Coleman stove, or other non-permanent cooking facilities is prohibited.

Use of a propane barbeque that is attached to the boat is allowed on the open deck of a boat while tied in an uncovered slip or while moored on the Breakwater Dock.

Use of a built-in cooking device from the manufacturer is allowed while inside the Marina.

DINGHIES

Moorage Tenants may store personal watercraft (dinghies, jet skis, etc.) on their vessel or in the water ahead of the boat, *provided* that it does not cause the primary vessel to extend an unsafe distance into the fairway. (Port Management shall make that determination.) The Dinghy Storage Area is first-come, first-serve for dinghies with a maximum length of 16'. Owners must register dinghies with the Port office before placing them in the storage area. Tenants are allowed one dinghy per leased slip to be stored in the Dinghy Storage Area. A maximum of four dinghies may occupy the Dinghy Storage Area at one time. Wave runners and jet skis are NOT permitted to be stored in the Dinghy Storage Area. Please refer to page #6-**Boat Registration/Ownership** section of the Marina Policy Manual for clarification on registering Dinghies with the Port Office. Please refer to page #13- **Insurance** section of the Marina Policy Manual for clarification on insurance requirements for Dinghies. All vessels stored in the water ahead of your boat in your slip are considered “secondary vessels” and must also be registered with the Port Office.

DIVERS / DOCK BOXES / DOCK CARTS

DIVERS / SWIMMING

The following steps must be taken *before* any scuba diving activity takes place in the Marina:

- Notice to Marina Management of date/time of planned dive
- Obtain pre-approval from Marina Management
- Arrange with Marina Management for buoy markers, and other safety measures

Swimming, rock throwing, etc. are prohibited inside the Marina.

DOCK BOXES / LOCKERS & STORAGE

- All dock boxes installed after January 2010 must be either: identical to those available for rent through the Port Office or conform to the Dock Box / Locker Guidelines.
- Moorage Tenants shall make arrangements with Marina Management for installation of all dock boxes by Port staff. Installation rates are per the Tariff Schedule. Moorage Tenants shall provide their own lock/key.
- Moorage Tenants are required to keep their boat, dock box, and the pier or finger in the vicinity of their boat Shipshape.
- Storage of batteries, oily rags, open paints, or other flammable or explosive materials in dock boxes, or in or on other Marina facilities, is prohibited.
- Storage of items in the overhead portion of the dock structure is prohibited due to safety concerns.
- Blocking any aisle-way is prohibited.

DOCK CARTS

The Port provides wheeled carts for use by Moorage Tenants inside the Marina. Carts should be promptly returned after use to their proper storage area adjacent to each Access Gate, to be available for the next user. Removal of any Dock Cart from the Marina area is prohibited.

ELECTRICAL POWER

ELECTRICAL POWER

Billing: Meters are read and billed every quarter and on termination of the moorage agreement. For electrical usage in non-metered slips, Moorage Tenant shall pay a flat monthly rate.

Electricity to the Marina is provided by Clark Public Utilities. The Port does not guarantee the continuity of electrical service to any boat.

All service connections between Marina outlets and any boat shall conform to the National and State Electrical Codes. Marina Management shall routinely inspect these connections. ABYC-approved shore power cords are required.

All electrical installations are considered Port property. Tampering with or changing power supplies is prohibited.

ONLY Marine-grade battery chargers shall be used. Use of car battery chargers is prohibited.

Moorage Tenants are expected to follow the procedures contained herein regarding operation of equipment to ensure safe and proper use of the electrical service provided.

Boats moved at Port convenience will be furnished equivalent power hookups.

CAUTION: Do not wrap cords around meter posts. Use a strain relief device which will give the cord enough flexibility to adapt to changing tides and does not strain the cord, the post, the box, or the receptacle.

Stray Current within the Marina (Electrolysis):

Electrolysis is usually caused by direct current produced by a vessel. The Port provides properly grounded, alternating current to each slip. Excessive electrolysis damage, receptacles showing excessive wear, or faulty wiring shall be reported to Marina Management. Shore power cords shall be kept out of the water. Through-hull power receptacles shall not have hull bonding straps. The Port has conducted regular stray current inspections since 2011.

FIRE FIGHTING / FISHING / FUELING BOATS

FIRE-FIGHTING EQUIPMENT

Fire hoses and other fire-fighting equipment located in the Marina area are to be used only for fighting fires or for training by the Washougal Fire Department.

FISHING / FISH CLEANING

- Fishing inside the Marina is prohibited.
- Fishing from any boat or dock in the Marina is prohibited.
- ONLY two areas have been designated for public fishing:
 - The east end of the Breakwater Dock into the Columbia River; and
 - The south side of the Breakwater Dock into the Columbia River.
- Fish cleaning at the Launch Ramp or elsewhere on Port property is prohibited.

FUELING OF BOATS

Fuel Dock: Boaters using the Fuel Dock are required to follow all posted instructions and operate the fuel pumps in a safe manner to minimize loss to facilities and the environment. Mooring on the Fuel Dock for purposes other than fueling and/or sewage pump-out is prohibited.

Self-Fueling: Self-fueling of vessels from portable containers (i.e., gas cans or the like) is allowed only at the fuel dock. Self-fueling in all other areas, including the launch ramp, is prohibited.

FUEL SPILLS / GARBAGE & RECYCLING

FUEL SPILLS

In the event of any hazardous spill of any amount, the responsible person shall assume responsibility for immediate reporting and clean-up of any spills. The responsible person must immediately:

- Call the US Coast Guard National Spill Response Center at 800-424-8802 and provide information as to the location and amount of spill, and a contact name and number.
- After calling the Coast Guard, immediately contact the Port Office or the after hours' number [1-360-835-2196 ext. 9] and leave a detailed message.
- Utilize the spill containment equipment located at the fuel dock and at the south end of E-Row.

See the Dept. of Ecology's "Resource Manual for Pollution Prevention in Marinas". Available through the DOE's web site.

GARBAGE & RECYCLING

Garbage and Recycling Receptacles are available at each Marina Access Gate, and adjacent to the Launch Ramp Kiosk in the parking lot.

- Disposal of household garbage or personal refuse in these receptacles is prohibited.
- The deposit or discharge of garbage, trash, oil, fuel, debris and other materials into the water or on land areas of the Marina is prohibited.

An Oil Depository Station is located near the Marina's Maintenance Shop (lower level of Port Office building). Disposal of used oil - placed in a sealed plastic container and acceptable to the recycler - is permitted. No mixed products will be accepted. A separate disposal for oil filters is located at the Marina Maintenance Shop.

GARBAGE & RECYCLING (cont.) / GATE CARDS / ACCESS

GARBAGE & RECYCLING (CONT.)

Hazardous Waste: Ignitable, corrosive, reactive, toxic and substances listed as waste and determined to be hazardous should not be disposed of in garbage or recycling receptacles. Hazardous waste disposal is available in the Port's Washougal Industrial Park: Philip Services, 625 South 32nd St. Washougal WA 360-835-8594; or Waste Connections Transfer Station, 420 South Grant Street Washougal WA 360-835-2500.

Unauthorized Use: The unauthorized use of garbage and recycling receptacles is considered a direct violation of "Theft 3 – Theft of Services" and is subject to citation.

GATE KEY FOBS / ACCESS

Gate Key Fobs will be issued to Moorage Tenants only. Moorage Tenants may be issued a maximum of five (5) Gate Key Fobs upon signing a moorage agreement. The issued Gate Key Fob(s) is the responsibility of the Moorage Tenant, and each use is registered by the electronic Key Fob reader at the Marina access gates. **Each tenant also has access to the Brivo Mobile Pass which allows access to the marina, one mobile pass per slip.**

Sublessees, guests, sales personnel, repairmen or employees of business firms performing work on vessels moored at the Marina are to obtain Key Fobs from the boat owner.

In an emergency, a Gate Key Fobs may be loaned to a non-Tenant through the Port Office, *but only with the express permission of the Moorage Tenant*. In the event the Moorage Tenant is unavailable to give permission, such non-Tenant will be refused entry.

In the event that a Moorage Tenant misplaces his/her Gate Key Fob, access may be granted either by the Port Office loaning a Gate Key Fob for the one-time use (upon surrender of a driver's license or similar identification until the Gate Key Fob is returned), or Port staff may open the appropriate Marina Gate.

GROUP EVENTS / GUEST MOORAGE / INSURANCE

GUEST GROUP REGISTRATION AND SPECIAL EVENTS

It is Port policy to welcome and encourage organized or special groups such as regattas, cruise-ins, and races.

The Breakwater Dock may be reserved for special events, subject to space availability on the Breakwater Dock, or other approved area in the Marina, and approval by Marina Management.

Contact Marina Management for reservations.

GUEST MOORAGE FEES

Owners/operators of boats entering and tying up to a dock at the Marina, must pay moorage fees, in accordance with the Port's Tariff Schedule.

Payments should be made at the Port Office, or at the Self-Pay Station at the top of the launch ramp. Does not apply to stays of four (4) hours or less.

INSURANCE

Moorage Tenants, Port Sublessees and Tenant Sublessees are required to carry coverage at liability limits of at least three hundred thousand dollars (\$300,000) per occurrence and show proof of insurance to Marina Management upon entering into a moorage agreement or sublease when requested to do so. This section does not create or diminish rules regarding Port subleases and tenant subleases set forth elsewhere in this Manual.

Such insurance is to include, at a minimum, general, legal, and pollution liability coverage. Moorage Tenant's and Sublessee's marine insurance may satisfy the requirements set forth herein through the purchase of multiple policies as necessary.

LAUNCH RAMP PERMITS / LAUNCH RAMP USAGE / LAUNDRY / SHOWERS / LIVE-A-BOARDS

LAUNCH RAMP PERMITS

A Permit displayed in the vehicle is required for use of the Port's launch ramp and/or short-term parking of a boat owner's trailer.

- Daily Permits for Marina Users are available either in the Port Office or at the Pay Station located at the top of the Launch Ramp, next to the public restrooms.
- Permits must be displayed in the vehicle, visible from the outside.
- Annual Permits are available in the Port Office and shall be displayed as instructed. Moorage Tenant's Annual permit is included with permanent moorage.
- Discounted Annual Permits are available at the Port Office for the following:
 - Seniors (62+); or
 - Permanently Disabled
 - Veterans

LAUNCH RAMP USAGE

Powering of boats onto trailers at the Launch Ramp is discouraged, due to the damage caused to the concrete ramp that extends into the water.

LAUNDRY/SHOWERS ETC.

Biodegradable products are required for laundry, showers, dishes, and other cleaning done while on board a boat to minimize graywater residue in the Marina.

Discharge of blackwater into the Marina is prohibited.

LIVE-A-BOARDS

Living aboard boats in Parker's Landing Marina is prohibited. A Moorage Tenant is allowed to stay aboard his/her vessel a total of four (4) consecutive days in a ten (10) day period.

MANEUVERING / MOORAGE ASSIGNMENT / SLIP SIZE

MANEUVERING IN THE MARINA / ON PORT PROPERTY

Boats, vehicles, property, gear or equipment must be parked, stored, moored or maneuvered in a safe and orderly manner.

The boat harbor speed limit is: NO WAKE SPEED.

MOORAGE ASSIGNMENT / SLIP SIZE

Unless other circumstances prevail, a boat's overall length, inclusive of bow sprit and swim platform, must not be more than one (1) foot longer than the slip length - from walkway to end of finger. Port Management will consider the defining factor to be the overall measurement of the boat, including accessories (i.e., dinghy, etc.).

Exceptions to the Dimensional Criteria may be granted by Marina Management, but are the exception, not the rule, and are subject to 30-day cancellation. Exceptions will only be granted when there are unusual conditions with regard to the following:

- Beam or draft of vessel
- Operating characteristics of vessel
- Characteristics of the slip, i.e., swift current, access restrictions, lowwater issues, etc.

Moorage is assigned by Marina Management with regard to a vessel's overall length, beam, draft and operational characteristics, in relation to the slip's characteristics, and other considerations.

MOORAGE ASSIGNMENT/SLIP SIZE (cont.) / MOORING/PROPER METHODS

MOORAGE ASSIGNMENT / SLIP SIZE (CONT.)

Marina Management will make frequent inspections to ensure that the boat in an assigned berth is the boat noted on the lease. This “inventory” does not verify ownership, but is merely a tool in assisting Marina Management to minimize abuse of use. Unauthorized users may be charged with “Theft of Services.”

Boats presently in slips that do not meet the Dimensional Criteria may be moved at the convenience of the Port.

Marina Management may measure vessels prior to slip assignment, or whenever deemed necessary by Management, and/or view the vessel in place, to ensure compliance with these policies.

MOORING – PROPER METHODS

Marina Users and Moorage Tenants are:

- Responsible for properly securing their boats to dock cleats. The Washougal Fire Marshall requires a five-foot clearance along the docks. No protrusion onto the dock or into the fairway behind the boat is allowed due to safety considerations for people on and around the boat and potential impact on other vessels. [Port staff is available to respond to questions regarding this important issue.]
- Responsible for adequate fendering to protect Marina facilities and adjacent vessels and for securely mooring their boats with adequate bow, stern and spring lines. No lines shall cross walkways or be tied to the 4x4 structural members or pilings.

Moorage Tenants may provide their own bumpers along the dock, provided no tires or carpeting, fabric, or other moisture absorbing/retaining materials are used. Acceptable bumper materials would be: Teflon stripping or commercial rubber bumpers. Marina Management shall approve the bumper material, approve the placement of the bumper, and install the bumper.

PARKING / VEHICLE TRAFFIC / PETS / SALE OF BOAT

PARKING / VEHICLE TRAFFIC

Management may establish reasonable traffic and parking regulations, including posting of signs and issuance of permits, as required for orderly handling of motor vehicles on Port premises.

A vehicle parked in violation of signs or regulations may be ticketed or towed and impounded. The vehicle will be released only after all charges and costs have been paid in full by the registered owner.

Parking areas are for the use of customers and persons involved with the use of Marina facilities and adjacent parks. The Port does not offer reserved parking accommodations for individuals, groups or events.

Commercial vehicles, such as semi-trucks may not be parked in the parking lot overnight.

PETS

All pets must be leashed while on Marina property. Pet owners are responsible for proper clean-up and disposal of animal waste.

SALE OF BOAT

The assigned slip is for the use of the lessee/Moorage Tenant. In the event the Moorage Tenant sells the boat described in the Moorage Lease Agreement, the lessor must either terminate their lease, or purchase another boat within 120 days of the sale and provide proof of ownership to the Port Office. Moorage Tenant is responsible for providing information on any change of vessel in the assigned slip – whether permanent or temporary.

In the event a Moorage Tenant sells the boat in the assigned slip and chooses to allow the new boat owner to retain the slip, the Moorage Tenant must notify Marina Management of the sale and provide the bill of sale to transfer the slip into the new owner's name. The person purchasing the boat from the Moorage Tenant will not automatically acquire any rights to the moorage slip.

Once it has been determined that the new boat owner will retain the slip, the Port Office will complete the required paperwork: written termination or transfer of current lease, and signing of a new lease by the new boat owner/new Moorage Tenant. The new owner will have 10 days to schedule an inspection with the Harbor Master.

SEWAGE DISPOSAL / SIGNAGE / SLIP UTILIZATION

SEWAGE DISPOSAL

A pump-a-head is available on the Fuel Dock, south end of J-Row. Sensors on the pump-a-head and cameras on the docks monitor use of this equipment.

- *Before and after each use*, the pump must be properly flushed to clear the line. See posted instructions.
- During winter months, the pump will be shut down to prevent damage.
- Pumping any substance other than sewage is a violation of this Marina Manual, Washougal City Code, and Dept. of Ecology Regulations.
- Violators will be subject to penalties.

This service is included with permanent moorage.

SIGNAGE

Bulletin Board Use

Signs posted on Port bulletin boards are limited to 8 1/2" x 11" unless prior arrangements are made. Signs advertising products, services, events, etc. related to boats and boating may be posted on Port bulletin boards. New signs shall be posted on an empty area on the board; do not cover up existing signs. Signs must be dated and removed in a timely manner.

Solicitation / Handbills

NO solicitation is allowed on Port property. The distribution or posting of handbills in the Marina, the parking lot, or elsewhere on Port property is prohibited.

SLIP - UTILIZATION REQUIREMENTS

Moorage Tenants are required to have their boat in the assigned slip for four (4) months in any 12-month period. Utilization is documented by Marina Management, via slip and tenant records.

Any Moorage Tenant attempting to retain the assigned slip without a boat registered in the Moorage Tenant's name, will automatically lose continued right to occupy the leased slip.

Grace Period: Moorage Tenants will have 30 days from the date of lease signing, to produce an appropriately sized vessel of record, and provide proof of ownership as described in 'Boat Registration,' above, and have vessel inspected by the Harbor Master, unless otherwise arranged with Marina Management.

SUBLEASE OF MOORAGE

SUBLEASE OF MOORAGE

All subleases and/or assignments are to be memorialized on a Port-provided form.

All sublessees are subject to the same regulations and procedures as Moorage Tenants, including providing information to the Port Office on the boat in the assigned slip. The following information must be provided:

- Boat make, length and beam.
- Boat name and registration information.
- Boat owner's name.
- All contact numbers (home; work; cell).
- Length of expected stay.
- Proof of insurance.

Second-party subleasing is strictly prohibited and may be cause for termination of the sublease agreement.

Sublessees are required at lease signing to provide copies of current State Registration or Coast Guard documentation as proof of boat ownership and proof of insurance in an amount not less than \$300,000. Failure to comply may be cause for refusal of moorage.

Tenant Sublease: A Moorage Tenant may allow use of their slip by another boater for a maximum of thirty (30) days in any 12-month period, and complete a sublease agreement with the Port. Subleasing any slip or space in the Marina by the Moorage Tenant for a period of more than 30 days, without following Port procedures, is prohibited and may result in termination of the moorage lease.

Under a Tenant Sublease, the Moorage Tenant:

- Is responsible for providing a Gate Key for sublessee's use.
- May not charge Sublessee more than the prevailing moorage rates.
- Is responsible for all charges that accrue to the Port.
- Is responsible for removal of the sublessee's boat at the expiration of the Tenant Sublease, or 30 days, whichever comes first.
- Is responsible for any assessed penalty charges, plus the current moorage rate, if sublessee's boat remains in the slip after the expiration of the Tenant Sublease, or 30-day period, and is declared an unauthorized boat and/or is impounded.

TERMINATION / WAIT LIST GENERAL

TERMINATION OF MOORAGE

Slip Termination: Termination of a Moorage Lease Agreement requires a thirty (30) day written notice by either party. Tenants may give such notice 30 days prior to the end of their current lease term without penalty. If notice is given within a lease term, the tenant may be granted an early release if the Port can fill the slip with another tenant. In such cases, the terminating tenant will be subject to a lease break fee (amount found in the current schedule of rates and fees) and, if receiving a discounted rate, will be back-billed at the standard monthly rate.

Upon Death: Upon the death of a Moorage Tenant of record, moorage rights may be passed to an immediate family member, namely the spouse, child, father or mother. Documents defining ownership of the boat and the relationship of the family member to the deceased (birth certificate, marriage certificate, etc.) may be required by Marina Management. Once the relationship has been established, moorage will be reassigned as specified by the Last Will & Testament or by the wishes of the family.

WAITING LIST - GENERAL

It is Port policy to maintain a Waiting List for new moorage for Marina Users and the opportunity to change slips for Moorage Tenants. The Port will satisfy requests and make changes in slip assignments while meeting the operational requirements of the Marina.

The Waiting List is processed by date of application, and moorage is assigned in that order, with consideration given to overall length, beam, draft and operating characteristics of the vessel. As of July 1, 2021 there is no priority given to Moorage Tenants over Non-Tenants on the waitlist.

Waiting List members are responsible for keeping the Port Office advised of current contact information.

As a courtesy to the Port and to others, it is requested that the Port be notified when you wish to withdraw from the Waiting List. No refunds will be issued.

WAITING LIST NON-TENANTS / WAITING LIST TENANTS

WAITING LIST - NON TENANTS

Non-Tenants wishing to be placed on the Waiting List for moorage (hereafter 'Applicant') must fill out a Waiting List Application on the Port website or in the Port office.

Once on the Waiting List, Applicants who need to move to a larger or smaller slip category on the Waiting List due to the purchase of a different boat must contact the Port Office. Their position in the new category will be determined by the date their name was first placed on the Waiting List.

Applicants shall be charged a nonrefundable Waiting List fee with the Application. This fee is charged annually by calendar year. Regardless of the date on the Waiting List Application, Applicants will be re-billed each December for the next calendar year. Failure to pay by December 31st will result in removal from the Waiting List on January 1st.

When a slip is offered, Applicant shall have a reasonable amount of time to consider the offer and respond. If Applicant declines, he/she shall be moved to the end of the Waiting List

Applicants will be removed from the Waiting List in the case of non-payment of annual Waiting List fee or if Applicant requests to be removed.

WAITING LIST - TENANTS

Moorage Tenants requesting to move to a different slip based on personal preference or who are purchasing a larger or smaller boat which does not meet the Dimensional Criteria of their assigned slip must:

- Contact the Port Office with a description of the boat to be purchased.
- Based on that description, they will be placed on the Waiting List for an appropriate sized slip. (Example: 34' vessel = 35' Waiting List)
- Tenants will pay the non-refundable Marina Wait List fee. The fee will be charged annually regardless of the date of the original wait list request. Tenants will be re-billed each December for the next calendar year. Failure to pay by December 31st will result in removal from the Wait List on January 1st.

A Relocation Fee will be charged upon each slip reassignment. (Does not apply to Tenants relocated at Port's request.) When a slip is offered, Moorage Tenant shall have a reasonable amount of time to consider the offer and respond. If declined, the Moorage Tenant shall be moved to the end of the Waiting List.

WATER

WATER

The water supply to the Port area comes from the City of Washougal and is available throughout the Marina area. Moorage Tenants and Marina Users must provide their own hoses.

During the winter months, the water system is shut off and drained. Water can only be obtained at the entrance to Gate 3, near the staging area.

A ROW

30' COV SINGLE SLIPS:

40' COV SINGLE SLIPS:

<u>SLIP</u>	<u>BEAM</u>	<u>HEIGHT</u>	<u>SLIP</u>	<u>BEAM</u>	<u>HEIGHT</u>
1, 2, 3, & 4:	12' 10"	18'	32:	15' 4"	Uncovered
5:	13' 4"	18'	33:	17' 1"	Uncovered
6:	13' 3"	18'	34:	13' 6"	17' 4"
7 & 8:	12' 5"	18'	35:	14' 7"	17' 4"
9:	12' 8"	18'	36:	13' 10"	17' 4"
10:	13'	18'	37:	18'	17' 4"
11:	12' 10"	18'	38 & 39:	14' 9"	17' 4"
12:	13'	18'	40:	16'	17' 4"
13, 14 & 15:	12' 11"	18'	41:	14' 6"	17' 4"
16:	12' 10"	18'	42:	14' 8"	17' 4"
17 & 18:	12' 4"	18'	43:	14' 11"	17' 4"
19:	13' 2"	18'	44:	14' 1"	17' 4"
20:	13' 4"	18'	45:	16' 1"	17' 4"
21:	12' 11"	18'	46 & 47:	15'	17' 4"
22:	13' 11"	18'	48:	14' 4"	17' 4"
23:	12' 10"	18'	49 & 50:	14' 9"	17' 4"
24:	13' 8"	18'	51:	14' 6"	17' 4"
25:	13' 9"	18'	52:	14' 11"	17' 4"
26:	17'	18'	53:	15' 1"	17' 4"
27:	15' 4"	18'	54:	14' 10"	17' 4"
			55:	15' 9"	17' 4"
			56:	15'	17' 4"
			57:	15' 5"	17' 4"
			58:	14' 5"	17' 4"
			59:	15' 5"	17' 4"

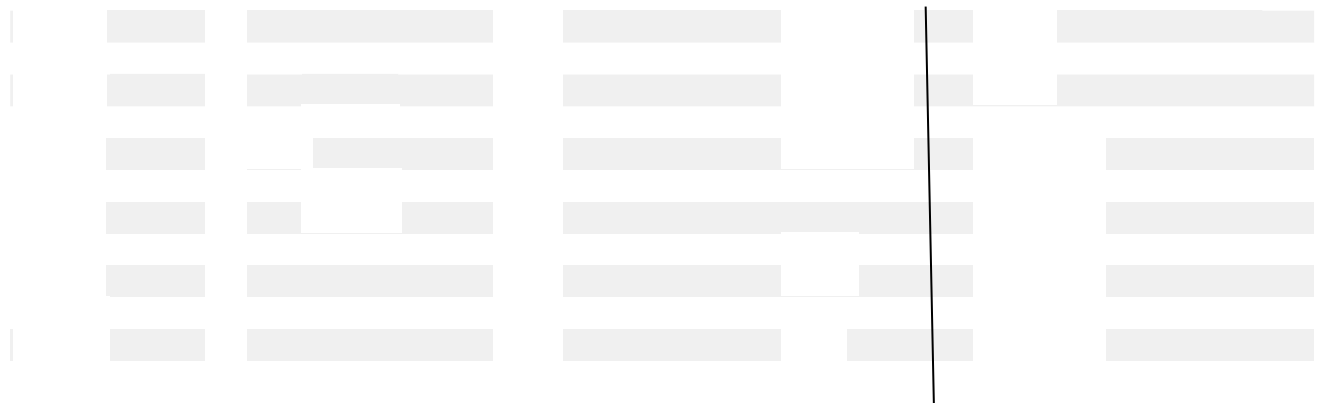
UNCOVERED DOUBLE SLIPS

<u>SLIP</u>	<u>LENGTH</u>	<u>BEAM</u>	<u>HEIGHT</u>
28A:	35' or 40'	14'	Uncovered (Dock on one side only)
28B:	35'	22' 6"	Uncovered
29A:	30'	22' 6"	Uncovered
29B:	30'	22' 6"	Uncovered
30:	35'	22' 6"	Uncovered
31:	35' or 40'	14'	Uncovered (Dock on one side only)

COVERED DOUBLE SLIPS

	<u>LENGTH</u>	<u>BEAM</u>	<u>HEIGHT & DOCK SIDE</u>	
			<u>Upriver</u>	<u>Downriver</u>
B Row	20'	18' 5"	9' 8"	10' 2"
C Row	20'	18' 5"	9' 8"	9' 10"
D Row	25'	18' 5"	10' 7"	10' 10"
E Row	25' (2 slips) 30' & 35'	24' 24'	Uncovered 14' 11"	15'
F Row	25' (2 slips) 25' (4 slips)	26' 26'		15' 11" Uncovered
	30'	26'	15' 11"	16'
	35'	26'	15' 11"	16'
H Row	35'	26'		Uncovered

I Row	25'	19'	12'	12' 6"
J Row	25'	20'	11' 4"	12'



Port of Camas-Washougal Staff Report

DEPARTMENT: Finance

FOR THE AGENDA OF: February 7, 2024

RECOMMENDATION: Approval of the Leave & Holiday Policy Revision as presented.

SUMMARY:

Port Staff has completed research regarding other local government policies on paid leave. To be a competitive employer we would like to revise the current Leave Policy to increase the number of floating holidays for all staff from an allowance of 1 day to 3 days. We would also like to increase the maximum number of vacation days accrued from 40 days to 45 days (320 hours to 360 hours). The research also found that employers allow a portion of vacation hours to be eligible for “buy-back”. At this time, the Port would like to implement a vacation “buy-back” allowance of 20 hours as long as the employee maintains a minimum of 80 hours in their vacation bank after the allowed “buy-back”. The “buy-back” would only be allowed during the last November pay cycle of each year.

BUDGET IMPACT:

Changes fall within the current operating budget.

SUSTAINABILITY IMPLICATIONS (please describe):

N/A

DEI IMPLICATIONS (please describe):

Sets a standard for all local government employees regarding annual leave benefits. Also, among Port staff, the employees who are paid hourly have had to take unpaid floating holidays in years with more than 260 working days on the calendar. This was a practice set in place by former management. This policy revision makes floating holidays fair and equitable for all staff.



POLICIES & PROCEDURES MANUAL

Section:	LEAVE & HOLIDAYS	Revision Date:	
Subject:	HOLIDAY, SICK, ANNUAL & BEREAVEMENT LEAVE	Adoption Date:	01/02/1997

PREVIOUS REVISIONS: 06/01/2022, 07/24/2000, 08/19/2019, 12/21/2009, 01/02/1997

PURPOSE: A RESOLUTION of the Port of Camas-Washougal to establish Holiday Leave, Sick Leave, Annual Leave, and Bereavement Leave Policy of the port district permanent full-time employees.

WHEREAS, the Port of Camas-Washougal is a Port district organized and existing under RCW Title 53, and is a Municipal Corporation of the State of Washington.

WHEREAS, to RCW 53.08.170, the Board of Port Commissioners has the authority to establish the benefits for employees of the Port, subject to those conditions as the Port Commission may provide by resolution.

WHEREAS, the Board of Commissioners of the Port of Camas-Washougal deem it advisable to replace the Vacation Policy adopted on July 24, 2000, the Sick Leave Policy adopted on January 2, 1997, and the Holiday Schedule adopted on June 01, 2022.

WHEREAS, permanent full-time employees are employees employed for forty (40) hours per week, and 260 days per year by the Port of Camas-Washougal.

WHEREFORE, NOW, THE BOARD OF COMMISSIONERS OF THE PORT OF CAMAS-WASHOUGAL RESOLVE AS FOLLOWS:

HOLIDAY LEAVE

Permanent full-time employees shall be authorized to take the following twelve (12) paid holidays per year. If a paid holiday falls on a Saturday, the Friday before shall be the designated holiday, and when it falls on a Sunday, the Monday after shall be the designated holiday.

1. New Year's Day	2. Labor Day
3. Martin Luther King Jr. Day	4. Veteran's Day
5. President's Day	6. Thanksgiving Day
7. Memorial Day	8. Day after Thanksgiving
9. Juneteenth Day	10. Christmas Eve
11. Independence Day	12. Christmas Day

Floating Holiday Leave:

Each permanent full-time employee is entitled to **one (1) three (3)** additional floating holidays per year, to be used upon the day of the employee's choice. Floating holidays (defined as eight hours) are used during the calendar year. Floating holidays are not considered part of separation pay if they have not been used at the time of termination and do not carry over from year to year.

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



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Employees Required to Work on Holidays:

Any covered employee normally eligible for holiday pay who must work on a day designated as a holiday is paid at two times the employee's hourly rate of pay for the hours worked. In addition, they will also receive an additional day off. Full-time employees receive eight (8) hours, and part-time employees receive prorated hours.

ANNUAL LEAVE

Annual leave for permanent full-time employees accrues from the date of hire and is prorated from the date of hire to the end of the first month.

Vacation is provided at the rate of 8 hours per month and is accounted for at the current rate of pay. This liability is recorded on the books of the Port, and is adjusted monthly, to reflect the unpaid cost of vacation earned but not yet taken.

Vacation earned and payable cannot exceed ~~320~~ 360 hours (~~40~~ 45 days). There is one exception, noted below, where a six-month grace period is allowed at the anniversary date, when bonus vacation earned and awarded may raise the number of hours earned to more than ~~320~~ 360 hours.

Employees are eligible for a vacation "buy back" of accrued vacation time. The employee may notify the payroll department to "buy back" the vacation time during the month of October. Up to 20 hours may be requested for "buy back." The employee must maintain a minimum of 80 hours of vacation at the time of the buy back request. The buy back will occur during the last November pay cycle.

Bonus vacation is awarded to permanent full-time employees on their anniversary date of hire, beginning after 1 year of employment, as follows:

<u>Anniversary Date in Years</u>	<u>Bonus Hours</u>
2 and 3	16
4 and 5	24
6 and 7	32
8 and 9	40
10 and 11	48
12 and 13	56
14 and 15	64
16 and 17	72
18 and 19	80
20 and thereafter	96

Bonus vacation days, which are based on length of service, are awarded on the anniversary date each year. For accounting purposes, this means that all bonus days become earned, and therefore a liability payable to the employee, on this date. For long-term employees, this event can cause the employee to suddenly exceed the ~~320~~ 360 hour maximum allowed. To simplify the process of managing vacation planning and accounting for



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both the Port and the employee, the employee shall have six months from the date on which bonus hours are awarded to reduce their account to less than the ~~320~~ 360 hour limitation.

Upon termination of employment or at retirement, all earned vacation will be paid at the employee's current rate of pay. Upon death of an employee, the heir(s) will be paid all unearned vacation at the employee's current rate of pay.

SICK LEAVE

Permanent full-time employees shall accrue one day per month sick leave, with a maximum accrual to 120 days.

Port employees during the course of employment may sell accrued sick leave over 90 days to the Port for additional compensation, at the rate of 4 days sick leave per 1 day compensation, for a maximum allowable buy back each year of 12 days.

Upon termination of employment, all unused days will be forfeited, except in the case of death and retirement, where all unused sick leave may be exchanged for compensation at the rate of 2 sick days for 1 day of compensation.

BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their ~~Supervisor or Human Resource Dept.~~ ~~the Executive Director~~ immediately. A maximum of three (3) working days of bereavement leave shall be allowed when there is a death in the employee's immediate family.

Recognizing the need for family support, a maximum of two (2) days funeral or memorial service leave may be granted at the discretion of the ~~Chief Executive Officer~~ ~~Executive Director~~ to attend the funeral or memorial service of aunts, uncles, nieces or nephews. Note: Employees may attend a fellow employee's funeral or memorial service with pay.

An additional two (2) days may be added to the foregoing maximum allowed leave, but must be taken from sick leave, and/or vacation leave, or be taken as unpaid leave.

The Port defines "immediate family" as the employee's spouse, children, parents, siblings, grandparents and grandchildren; and parent in-laws, sister and brother in-laws, and grandchildren in-laws. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

Port of Camas-Washougal Staff Report

DEPARTMENT: Maintenance-Capital Budget

FOR THE AGENDA OF: February 7, 2024

RECOMMENDATION: Staff supports approval from the Commission for this Project.

SUMMARY:

As part of our asphalt maintenance schedule, this project is part of our 2024 Capital Project. It will consist of grinding and placing new asphalt for our Marina Loop.

BUDGET IMPACT:

Approved project from our 2024 Capital Project.

SUSTAINABILITY IMPLICATIONS (please describe):

NA

DEI IMPLICATIONS (please describe):

None



**PUBLIC WORKS
CONTRACTUAL AGREEMENT**

This contract is made and entered into by and between the Port of Camas-Washougal, hereinafter referred to as the "PORT", and the below named firm, hereinafter referred to as "CONTRACTOR".

Name (Contractor): Karvonen Sand & Gravel Inc.

Project Name: Marina Loop Pavement

Mailing Address: 21310 NE 87th Ave , City, State, Zip Battle Ground, WA 98604

Phone: 360-687-2549

SSN # or Tax ID #: 91-1418198 WA State UBI Business Number: 601098934

In consideration of the commitments and conditions contained herein, including those set forth in Attachment "A" and any Exhibits hereto, incorporated herein as though fully set forth, the PORT and CONTRACTOR do agree as follows:

PURPOSE: Marina Loop Pavement

SCOPE OF WORK: SEE ATTACHED SCOPE WITH EXHIBIT

PERIOD OF PERFORMANCE

The period of performance under this contract will be from February 7, 2024 , or date of execution, whichever is later, through September 30, 2024 .

TERMINATION

The effective dates of this Agreement are as specified. Anything to the contrary herein notwithstanding, PORT or CONTRACTOR may terminate this agreement on 30 days prior written notice to the other party. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the PORT. In the event the PORT terminates this Contract prior to completion without cause, the CONTRACTOR may complete such analyses and records as may be necessary to place its files in order, and as mutually agreed to by the parties. The CONTRACTOR shall be entitled to receive just and equitable compensation for satisfactory work completed prior to the date of termination, not to exceed the total compensation set forth herein.

COMPENSATION

1. As full compensation for the performance of its obligations of this Agreement and the services to be provided, the PORT shall pay CONTRACTOR the maximum amount as specified in this Agreement. Such payment shall be the total compensation for all work performed under this Agreement, including but not limited to all labor, materials and supplies, incidental expenses, subcontractor's fees, reimbursable expenses, and equipment expenses.

2. This will be accomplished on a Lump Sum Basis and will not exceed \$116,149.25, which includes WA State sales tax at a rate of 8.5%, without prior written approval from the Port.

3. To be eligible for payment, CONTRACTOR shall submit detailed numbered invoices showing description of work items being invoices, work order number, title of project, total authorized, total current invoice, and balance of authorization. All invoices shall note "Prevailing wages have been paid in accordance with the approved Intent." Invoices shall be sent directly to the attention of Accounts Payable, at 24 South A Street, Washougal, WA 98671. Payment shall be made through the Port's ordinary payment process and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

4. The PORT may withhold payment to the CONTRACTOR for any work not completed to the PORT'S satisfaction, until such time as the CONTRACTOR modifies such work to the satisfaction of the PORT.

5. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

6. In the event CONTRACTOR incurs cost in excess of the sum stated above, CONTRACTOR shall pay such excess from its own funds, and the PORT shall not be required to pay any part of such excess, and CONTRACTOR shall have no claim against the PORT on account thereof.

7. Prevailing wages must be paid, rates are published on the Department of L&I's website at: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>. The project will be performed in Clark County. The Port also has a hard copy of the rates available upon request. Per RCW 39.12 Section 5 (2) a copy of certified payroll records shall be filed with the Department of L&I using its online system.

RETAINAGE

Retainage Held by Port: Contractor specifically acknowledges that five percent (5%) of all payments that would otherwise be payable to Contractor shall be subject to retainage pursuant to the requirements of RCW 60.28.011. Upon the completion of the work by Contractor under the terms of this agreement and upon final approval and acceptance of contractor's work and materials by the Port, the Port will make final payment to Contractor of the balance due Contractor under the terms of this agreement within thirty (30) days after the Port has received (1) an "Affidavit of Wages Paid" by Contractor, attesting to the fact that all subcontractors/suppliers have been paid and (2) receipt by the Port of authorization from the Washington State Department of Revenue and Employment Security to release the retainage.

Retainage Bond: Contractor shall, at the time of delivery of this contract, furnish a duly executed retainage bond upon such form as is furnished or approved by the Port, signed by an approved surety or sureties authorized to do business in the State of Washington. Such bond shall provide that the surety or sureties will agree to protect and indemnify the Port against any direct or indirect loss that shall be suffered or claimed by reason of the failure of

the Contractor to pay all laborers, mechanics, subcontractors, agents, material men, and all persons who shall supply such Contractor, subcontractor or agents with provisions or supplies for carrying on such work.

CHANGE ORDERS

A Change Order is a written order signed by the PORT and the CONTRACTOR and issued after execution of the Contract, authorizing a change in the Work and/or adjustment in the date of contract closing. The amount of the Contract and the closing date can be changed only by Change order. The PORT, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and the amount of the Contract shall be adjusted accordingly. Any addition or deletion requiring an adjustment to the cost or date of the contract must be approved by both parties by change order prior to execution.

PERFORMANCE BONDS:

CONTRACTOR shall, at the time of delivery of this contract, furnish duly executed bonds, upon forms furnished or approved by the PORT, signed by an approved surety or sureties authorized to do business in the State of Washington, in the full amount of the contract price plus change orders, conditioned upon the faithful performance of the contract by the CONTRACTOR within the time prescribed therein. Such bond shall provide that the surety or sureties will agree to protect and indemnify the PORT against any direct or indirect loss that shall be suffered or claimed by reason of any or all of the following:

- A. The failure of the CONTRACTOR or any of the CONTRACTOR'S employees, subcontractors or agents to faithfully perform the said contract, or
- B. The failure of the CONTRACTOR to pay all laborers, mechanics, subcontractors, agents, material men, and all persons who shall supply such CONTRACTOR, subcontractor or agents with provision or supplies for carrying on such work.

At any time and as often as may be deemed necessary, the PORT may require any or all sureties or any surety company to appear and qualify themselves upon the bond. Whenever such surety or sureties are deemed by the PORT to have become insufficient, the PORT may demand in writing that the CONTRACTOR furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further payments will be made on the contract until such additional surety a required is furnished.

PORT OF CAMAS-WASHOUGAL

KARVONEN SAND & GRAVEL INC

By _____

By _____

Date

Date

Attachment A Standard Terms

1. Representatives

The Port's Project Manager and Contractor's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

2. Key Personnel

The Contractor's key personnel, as described in Contractor's selection submittals, shall remain assigned for the duration of the Project unless otherwise agreed to by the Port.

3. Contract Administration, Records, and Right to Audit

All communications with the Port will be through the Port's Project Manager. The Project Manager shall provide Contractor with all information and documents pertinent to the services Contractor is to perform.

Until the expiration of six years after the term of this Agreement, Contractor agrees to maintain accurate records of all work done in providing services specified by the Agreement and to deliver such records to the Port upon termination of the Agreement or otherwise as requested by the Port.

Upon the Port's request, Contractor shall make available to the Port all accounts, records, and documents related to the Scope of Work for the Port's inspection, auditing, or evaluation during normal business hours as reasonably needed by the Port to assess performance, compliance, and/or quality assurance under this Agreement.

4. Relationship of Parties

Contractor, is and shall be at all times during the term of this Contract, an independent Contractor, and not an employee of the Port. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

5. Conflict of Interest

No officer, employee or agent of the Port who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains, nor any member of the immediate family of any such officer, employee or agent shall have any personal financial interest, direct or indirect, in this Agreement, either in fact or in appearance. Contractor further covenants that in performance of this Agreement, no person having any such interest shall be employed.

6. Compliance with Laws

Contractor shall, during the term of this Agreement, comply with all local, state, tribal and federal laws and regulations applicable to the project, including building codes, environmental protections, and permitting regulations existing at the time this Agreement was executed and those regarding employee safety, health, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service.

Contractor certifies that it has, or shall obtain prior to starting work under this Agreement, all licenses, registrations, permits and/or any other authorization required under federal, state, local or tribal law to perform the work as defined in this Agreement. Contractor agrees to indemnify and hold the Port harmless from and against any claims or demands made or brought against the Port and for costs (including, but not limited to attorneys' fees and costs), the Port incurs due to the Contractor's failure to: (1) comply with all applicable laws and regulations, and/or (2) have or maintain the required licenses, registrations, permits and/or other authorizations, as required by this Agreement.

In the event Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then Contractor authorizes the Port to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand made to the Port by the governmental body. Any such payments shall be deducted from Contractor's total compensation.

The Port shall furnish Contractor with the information required by the Hazard Communication standard for materials preexisting on the project site. Contractor will ensure that this information is made available to the Contractor's personnel and subcontractors, and incorporated into the contract documents as appropriate.

7. Ownership of Work

The services to be performed by Contractor shall be deemed instruments of service for purposes of the copyright laws of the United States. The Port has ownership rights to the plans, specifications, and other products prepared by the Contractor. Contractor shall not be responsible for changes made in the plans, specifications or other products by anyone other than the Contractor. Contractor shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the Port's prior consent.

8. Standard of Care

Contractor shall perform its work to conform to generally accepted professional standards. Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all plans, designs, drawings and specifications prepared under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or omissions in such work.

9. Disclosure

All information developed by the Contractor and all information made available to the Contractor by the Port, and all analyses or opinions reached by the Contractor shall be confidential and shall not be disclosed by the Contractor without the written consent of the Port.

10. Deliverables

All tangible materials produced as a result of this Agreement shall be prepared as specified by the Port's Project Manager. Delivery of materials produced shall consist both of the tangible materials and one copy of any computer file used in the creation of the tangible product on floppy disk or CD-Rom in a PDF format or other format specified by the Port. Deliverable drawings shall be prepared in accordance with the Port's "Contractor Drawing Submittal Procedure" and "Technical Specification Development Procedure". The Port may offset from the Contractor's fee expenses incurred by the Port in correcting drawings or specifications not prepared in accordance with the Port's procedure.

11. Indemnification

Contractor shall indemnify, defend, and hold harmless the Port, its officials, officers, agents, and employees from any and all claims, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the Port, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may be amended.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injuries or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Port, its officers, officials, employees and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. **CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION**

The indemnification shall extend to and include attorney's fees and the cost of establishing the right of indemnification hereunder in favor of the Port. This indemnification shall survive the termination of this Agreement.

12. Insurance

Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

- a. Worker's Compensation and Employer's Liability insurance as required by the State.
- b. Commercial General Liability insurance in the amount of at least \$1,000,000 per occurrence; \$2,000,000 general aggregate.
- c. Automobile Public Liability Insurance coverage with total liability limits for Bodily Injury Liability and Property Damage Liability in the amount of \$1,000,000 per accident.
- d. All policies shall be issued by a company having an A. M. Best rating of A:VI or better. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or reduced in coverage or limits except after 45 days prior written notice has been given to the Port. The Port shall be named as an additional insured on all policies on ISO Form CG 20 10 Form B. The certificates of insurance shall specify the project name, project number, and contract number.
- e. The Contractor must furnish the Port with verification of insurance and endorsements prior to any release of funds.
- f. Contractor shall ensure that each subconsultant of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Contractor. Upon request from the Port, the Contractor shall provide evidence of such insurance.

13. Competitive Specification

If the scope of work includes development of specifications:

Contractor shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques.

Contractor shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a

specific outcome or to provide for necessary interchangeability of parts and equipment. Contractor shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

14. Time

Time is of the essence in the performance by the Contractor of the services required by this Agreement. The Contractor shall complete its services within the milestones set forth in the project schedule. At the end of each month the Contractor shall submit a copy of the current schedule and a written narrative description of the work accomplished, identifying scheduled milestones and the status thereof. The Contractor shall also address issues, which may result in completion beyond the established schedule or budget.

If the time allotted for completion of Contractor's services is exceeded through no fault of Contractor, additional time to complete performance may be allowed if written notice of the cost and estimated length of the delay is given to the Port within forty-eight (48) hours of Contractor's learning of the delay. Contractor will provide such additional supporting data as the Port may require in a timely manner. The sole remedy in the event of a delay, whatever its cause, is an extension of time for performance.

The Port may suspend this Agreement, at its sole discretion, upon one week's advance notice to Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Contractor's reasonable expenses, and shall be subject to verification. Contractor shall resume performance of services under this Agreement without delay when the suspension period ends

15. Assignability

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the Port.

16. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clark County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

17. Non-Discrimination

During the term of this Agreement, the Contractor shall not create barriers to open and fair opportunities to participate in Port contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. During the performance of this Agreement, neither the Contractor nor any party subcontracting under the authority of this Agreement shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

The selected Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination including RCW Chapter 49.60. The Contractor further agrees to comply with all applicable civil rights statutes and implementing regulations.

The Contractor shall cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall be binding upon such third parties,

18. Safety.

Contractor expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the Occupational Safety and Health Act of 1970 [and to the Occupational and Safety Health Act of the State of Washington, including but not limited to training, provision of personal protective equipment, adherence to all appropriate lock out/tag out procedures, and providing all notices, material safety data sheets, labels, etc. required by the right-to-know standard.

19. Governing Law and Venue.

Washington law shall govern the interpretation of this Agreement. Clark County shall be the venue of any mediation, arbitration or litigation arising out of this Agreement.

20. Waiver.

A waiver of failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provision(s), nor shall the same constitute a waiver of any other provision of this Agreement.

21. Severability and Survival.

If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive completion, expiration of cancellation of this Agreement, shall survive termination of this Agreement.

22. Equal Opportunity to Draft.

The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

23. Captions.

The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

24. Concurrent Originals.

This Agreement may be signed in counterpart originals.

25. Entire Agreement.

This Agreement represents the entire and integrated understanding between the Port and Contractor and may be amended only by written instrument signed by both the Port and Contractor. All previous or contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.

26. Authority to Enter Into This Agreement

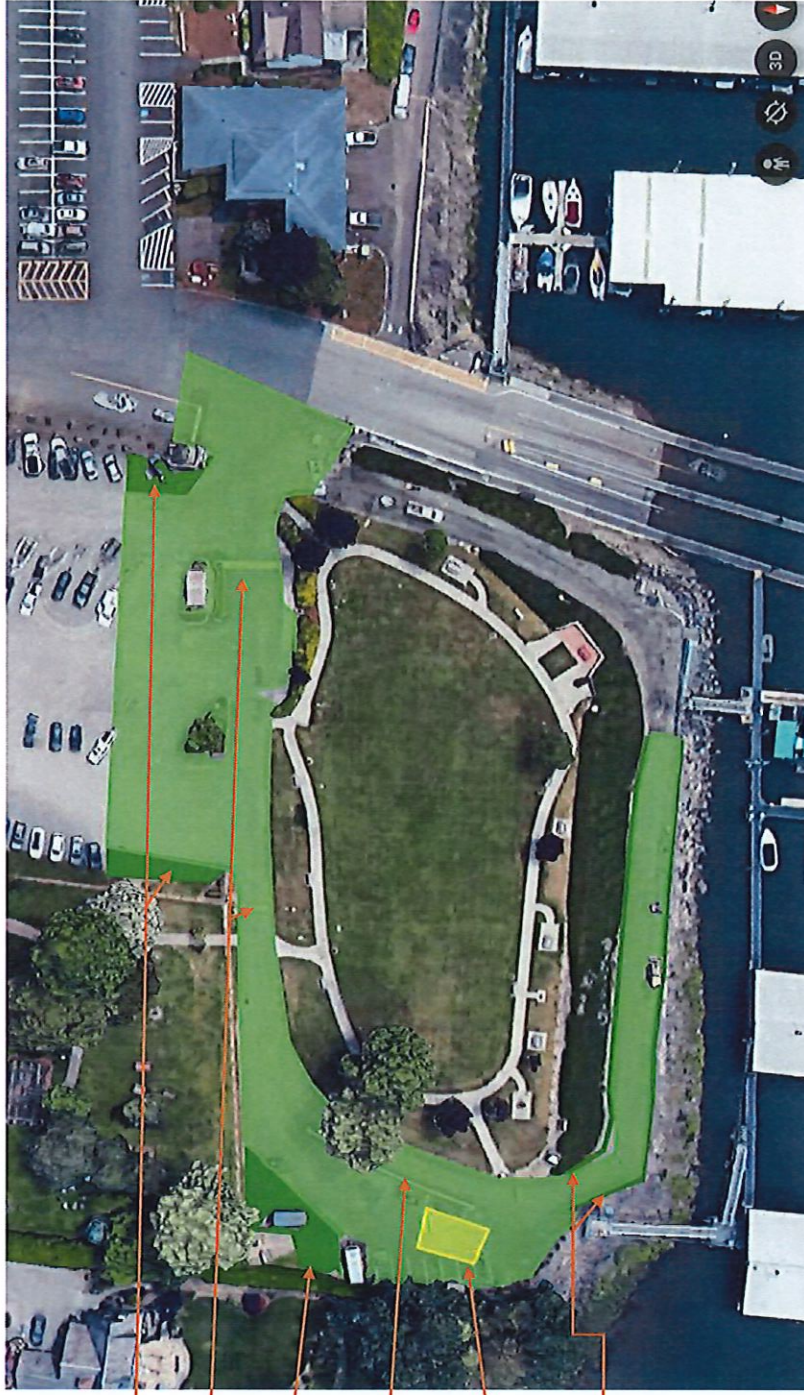
The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is fully authorized to execute this legally binding Agreement for and on behalf of Contractor and further represents and warrants that he/she acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

Marina Loop Pavement

Scope of Work

- 1) Grind and inlay approximately 3 inches of asphalt in areas shown on the exhibit. Existing area approximately 41,000 sq ft
4500 square yards)
- 2) Add asphalt and necessary subgrade material to three new areas:
 - a. By kiosk (approximately 629 sq ft, 69 sq yds, by park 1925 sq ft 213 sq yards)
 - b. By dumpster (1690 sq ft, 190 sq yards)
 - c. Lower loop pave within one foot of existing fence line (approximately 397 sq ft, 44 sq yards) and pave to edge of hedge (approximately 781 sq ft, 88 sq yards).
- 3) Follow WSDOT Standard Specifications for Road, Bridge and Municipal Construction – Current Addition. Use Hot Mix Asphalt (HMA) mix design of the asphalt producer accepted by WSDOT. Comply with materials, workmanship and other applicable requirements for Standard Specifications for asphalt paving work.
- 4) Certify that materials and asphalt concrete mix meet specification requirements of the WSDOT Standard Specifications.
- 5) Maintain existing grades for proper stormwater drainage. Verify proper stormwater drainage at project completion.
- 6) Survey work to be completed by contractor. Establish and maintain the required lines and grades including crown and cross – slope, for each base aggregate course and asphalt concrete pavement during construction operations.
- 7) Reuse any existing catch basins.
- 8) Add gravel at transitions from asphalt to graveled areas.
- 9) Replace two speed bumps at existing locations.
- 10) Underground storage tanks are in the work area and are shown in the exhibit. No resurfacing is needed above the tanks.
- 11) Protect surrounding areas, other surfaces and site improvements, to preclude damage.
- 12) Protect adjacent soils from excessive compaction and intrusion of paving materials during execution.
- 13) After final rolling, do not permit vehicular traffic on asphaltic concrete pavement until it has cooled and hardened, and in no case sooner than twenty-four hours.
- 14) Provide barricades and warning devices as required to protect pavement and construction work areas from the public during the project.
- 15) A staging area will be available in gravel parking area. The exact location to be determined by Port and contractor. Staging area to be restored to pre-project conditions that is acceptable to the Port. Contractor to submit pre-project and post-project photo documentation.
- 16) No construction work shall occur between July 22 and August 2 due to an event at Waterfront Park. Work areas except designated for staging need to be usable and accessible for the public between July 22 and August 2.
- 17) Contractor to provide a minimum of 21 days' notice of construction start date for accurate public notifications of work area closures.

Marina Loop Pavement



Area A. New Pavement

Existing Traffic Control Bumps

Area B. New Pavement

Existing Guardrail

Existing Underground Storage Tanks

Area C. New Pavement



BID RESPONSE FORM

TO: Port of Camas/Washougal
24 South 'A' Street
Washougal, WA 98671

Project: **MARINA LOOP PAVEMENT**

Bids Due: January 25, 2024 @ 3:00 pm
Port's Administrative Office
24 SOUTH. "A" STREET
WASHOUGAL, WA 98671

In submitting this bid, I agree:

1. To hold my bid open for sixty (60) calendar days;
2. To accept the provisions of the Instructions to Bidders;
3. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish all Bonds in accordance with the Instructions to Bidders;
4. That the Port reserves the right to waive any informalities or irregularities or to reject any or all bids. The Port also reserves the right to accept or reject alternate bids in any order or combination.
5. That I have carefully examined the Contract Documents, as well as the site of the project and conditions affecting the work, and to furnish all the labor, materials, equipment, superintendency, insurance and other accessories and services necessary to perform and complete all of the work required in strict accordance with the above-named documents and the implied intent thereof.
6. To be bound by the Instructions to Bidders which are incorporated into the Bid Response Form as if fully set forth herein.

In accordance with RCW 39.04.350 (1), before award of a public works contract, a Bidder must meet the following responsibility criteria to be considered a responsible bidder and qualified to be awarded a public works project.

The Bidder must:

1. At the time of bid submittal, have a certificate of registration in compliance with chapter 18.27 RCW;
2. Have a current state unified business identifier (UBI) number;
3. If applicable, have industrial insurance coverage for the Bidder's employees working in Washington as required in Title 51 RCW;
4. If applicable, have an employment security department number as required in Title 50 RCW;
5. If applicable, have a state excise tax registration number as required in Title 82 RCW;
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3).
7. If bidding on a public works project subject to the apprenticeship utilization requirements in RCW 39.04.320, not have been found out of compliance by the Washington state apprenticeship and training council for working apprentices out of ratio, without appropriate supervision, or outside their approved work processes as outlined in their standards of apprenticeship under chapter 49.04 RCW for the one-year period immediately preceding the date of the bid solicitation; and
8. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW.

In accordance with RCW 39.06, a public works contractor must verify responsibility criteria for each first tier subcontractor, and a subcontractor of any tier that hires other subcontractors must verify responsibility criteria for each of its subcontractors. Verification shall include that each subcontractor, at the time of subcontract execution, meets the responsibility criteria and possesses an electrical contractor license, if required by RCW 19.28, or an elevator contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in every public works contract and subcontract of every tier.

Providing the following information is **MANDATORY** in order to meet "Responsible Bidder" requirements. Failure to provide this information may disqualify your bid as being "Non-Responsive"

WA Contractor's License No. CC KARVOSG110QO Expiration Date 03/12/2025
WA Business License (UBI) No. 601-098-934-000
Business for which issued Karvonen Sand & Gravel, Inc.
Industrial Insurance Coverage No. 602,553-00
State Excise Tax Registration No. 601-098-934
Employment Security Department No. 000-659375-00-0
Federal Tax Identification No. 91-1418198

The undersigned operates as (check appropriate space):
 an individual, a partnership, a joint venture, a corporation incorporated in the State of WA

The undersigned acknowledges receipt of the following addenda to the Drawings and/or Specifications (list number and date of each; if no addenda are acknowledged, write "none"):

Addendum None Date _____

Addendum None Date _____

NAME AND ADDRESS OF FIRM OR INDIVIDUAL SUBMITTING BID (type or print):

Karvonen Sand & Gravel, Inc.
21310 NE 87th Ave Battle Ground, WA 98604

NAME(S) AND TITLE(S) OF PARTNER(S) (type or print): Neil Karvonen - President,
Seth Karvonen- Vice President

Contact: Neil Karvonen Telephone: (360) 687-2549 Email: neil@ksginc.biz

Base bid	\$ <u>107,050.00</u>
WA State sales tax*	\$ <u>9,099.25</u>
TOTAL COST TO PORT	\$ <u>116,149.25</u>

[*Any work done inside the Washougal City limits which is taxable, is at the rate of 8.5%.]

PLEASE ATTACH ALL SUPPORTING QUOTE INFORMATION TO THIS FORM

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.

By (signature in ink): 

Print name and title: Neil Karvonen - President



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date December 22, 2023, the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Karvonen Sand & Gravel, Inc.

Bidder

A handwritten signature in black ink, appearing to read "Neil Karvonen", written over a horizontal line.

Signature of Authorized Official*

Neil Karvonen

Printed Name

President

Title

01/25/2024

Date

Battle Ground

City

WA

State

Check One:

Individual Partnership Joint Venture Corporation

State of Incorporation, or if not a corporation, State where business entity was formed:

Washington

If a co-partnership, give firm name under which business is transacted:

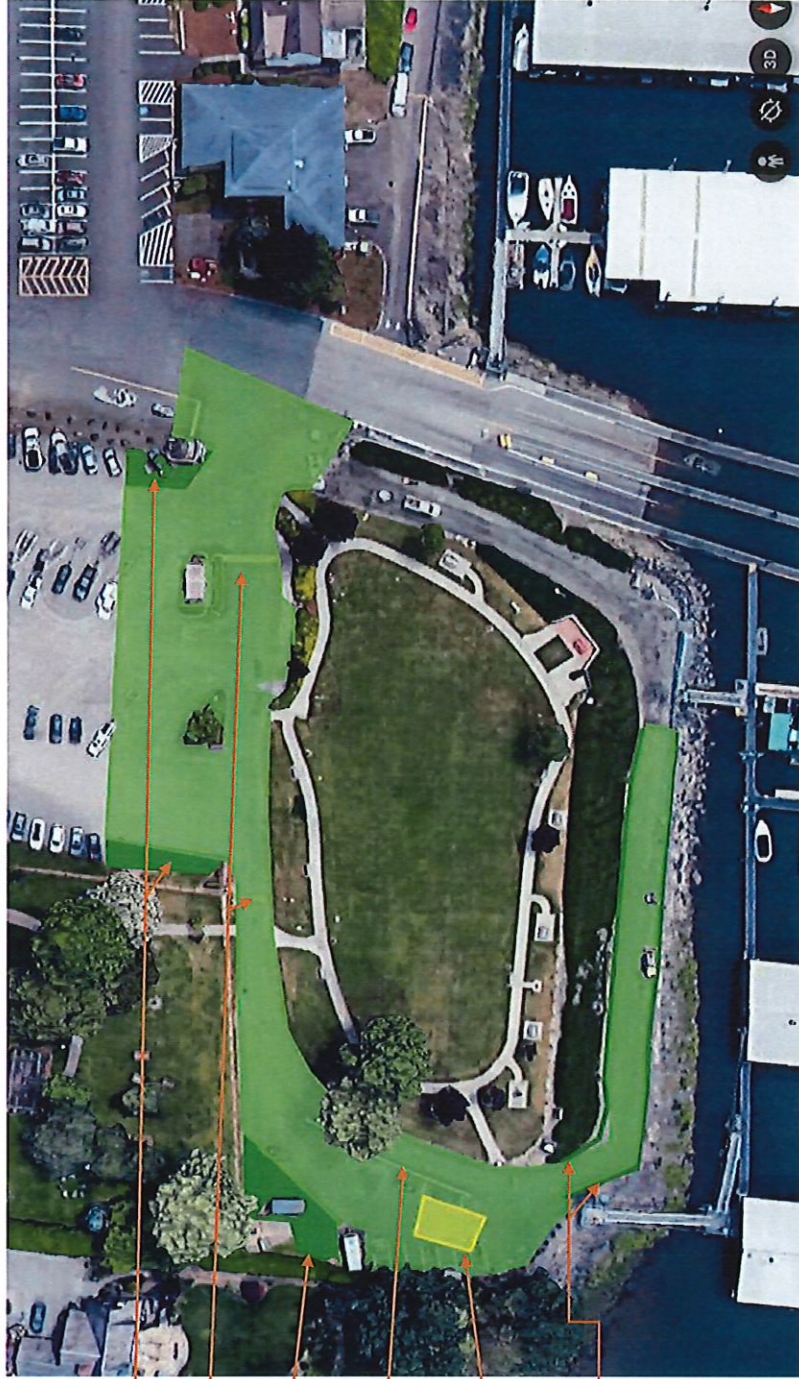
** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Marina Loop Pavement

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