

PRELIMINARY AGENDA FOR REGULAR MEETING

January 4, 2024

I. OPEN SESSION

12:00 PM

Pledge of Allegiance

PUBLIC COMMENT

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

CONSENT ITEMS

All matters listed under Consent Items have been distributed to each member of the Commission for review, are considered routine, and will be enacted by the motion of the Commission with no separate discussion. If 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 December 20, 2023.

B. Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

C. Chelan-Douglas Port Authority Interlocal Agreement- CEO David Ripp

D. CEO Delegation of Authority- CEO David Ripp

E. Resolution 1-24 Surplus of Property- Director of Finance Krista Cagle

F. Resolution 2-24 2025 Budget Schedule- Director of Finance Krista Cagle

G. Mission Statement Revision- 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.

ACTION ITEMS

H. Chelan-Douglas Port Authority Interlocal Agreement

I. CEO Delegation of Authority

J. Resolution 1-24 Surplus of Property

K. Resolution 2-24 2025 Budget Schedule

L. Mission Statement Revision

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

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

<u>Date</u>	<u>Meeting</u>
January 5 th , 2024	Governor Inslee Visit Community Solar Project
January 16 th , 2024	CREDC Meeting at Ilani Casino 4 pm-6 pm
January 25 th & 26 th , 2024	Annual Planning Meeting 8:30 am-12:30 pm

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

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

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

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

MINUTES OF THE REGULAR COMMISSION MEETING

PORT OF CAMAS-WASHOUGAL

December 20, 2023

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually at the Port Office at 24 South 'A' Street, Washougal, WA on Wednesday, December 20, 2023, at 12 p.m. An Executive Session was held prior to the Regular Meeting at 11:00 a.m. to discuss one matter related to a Personnel Evaluation. The executive session was expected to last 20 minutes, the session was extended for another 20 minutes and concluded at 11:40 a.m. No decisions were made. A workshop session began at 11:40 to discuss the WPPA Annual Meeting..

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Director of Finance Krista Cagle, Director of Business Development & Real Estate Derek Jaeger, Director of Facilities Eric Plantenberg, Environmental Project Manager Jennifer Taylor, Attorney Carolyn Lake, Administrative Assistant Mackenzey Thomason, and members of the press and public. The public has access in person and through a designated Zoom conference call line or video link.

At 12:00 p.m. following the Pledge of Allegiance, Commissioner Spencer 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:

Bob Martilla of Washougal-

Martilla asked if there was a plan to install Wi-Fi at Grove Field. Chief Executive Officer David Ripp stated that is still a topic of conversation and the Port is having Kyle, who works in IT, investigate it for the future.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on December 5, 2023, and electronic payments and the issuance of general fund checks 9248 –9283, and printed check 50152 in the total amount of \$321,287.45 were presented for approval. After a brief discussion, a motion was made by Commissioner Marshall and seconded by Commissioner Keister the minutes and electronic payments and checks were carried unanimously.

NEW BUSINESS / DISCUSSION ITEMS:

Swearing Commissioner Marshall in-CEO David Ripp:

Chief Executive Officer David Ripp swore in Commissioner Marshall per her win at the most recent election. Marshall will now serve another 4-year term as Port Commissioner.

Building 20-Accept As Complete- CEO David Ripp:

Chief Executive Officer David Ripp stated Contract Manager Debra Itzen has been working diligently with contractors to get Building 20 completed. Ripp stated Building 20 is now officially complete. Approval will be requested during action items.

Third Quarter 2023 Presentation-Director of Finance Krista Cagle, Environmental Project Manager Jennifer Taylor & Director of Business & Real Estate Derek Jaeger:

Director of Finance- Director of Finance Krista Cagle shared a presentation about quarter three finances. Cagle shared that the operating revenue distribution for quarter three was as follows: Real Estate 54%, Marina 33%, and the Airport 12%. Cagle shared that expenses for quarter three were Real Estate at 35%, Marina at 27%, Industrial area at 23%, and the Airport at 12%. Cagle explained that currently, the Port's cash reserves are at \$4,532,021. Cagle also touched on specific areas within the Port. The Parkers Landing Marina was slightly above anticipated expenditures budget in quarter three. The Marina showed 100% occupancy and launch ramp sales were up over the past year. The Industrial Park was also slightly over budget for expenditures and revenues were slightly below expected. The Airport's budget has been spent 76% as of quarter three and fuel sales were down. Cagle touched on the parks within the Port and stated there was an overall net loss of revenue and most of the expenses were allocated to payroll. Cagle stated that the financial information for quarter three can be found on the Port's website under the finances tab.

Director of Business & Real Estate- Director of Business & Real Estate Derek Jaeger went over industry trends during quarter three. Jaeger stated there was still an inflation concern. CPI receded to 4% vs. 9% in quarter three in 2022. Jaeger explained that the forecasted vacancy and rates are to remain flat. Jaeger also explained that in quarter three there were 26 interested parties in leasing space in the Industrial Park.

Environmental Project Manager- Environmental Project Manager Jennifer Taylor touched on projects that were completed in quarter three. Taylor explained that inAP5, which is a residential unit adjacent to Grove Field, a heat pump was replaced, two tie-down concrete pads at Grove Field were completed, and the Lawton Creek mitigation was completed.

Columbia Resources Lease Amendment-Director of Business & Real Estate Derek Jaeger:

Director of Business & Real Estate Derek Jaeger stated this conversation is to follow up on this topic from the last Commission meeting. Jaeger stated the current rates for Columbia Resources are calculated on a two-part system. One being the base rate and two, being the amount of overage of tonnage. Jaeger explained that the addendum to their lease would move away from having overage rates which would streamline and simplify the management of the lease allowing an overall predictable rate increase. Jaeger also stated this new methodology is estimated to produce a higher rate of more than \$10,000 to \$20,000 in the first year. Approval will be requested during action items.

PUBLIC COMMENT #2:

David St. Clair-

St. Clair had questions regarding 100 low-led fuel sales at the Grove Field Airport. St. Clair asked if the Port was losing income due to this. Director of Finance Krista Cagle answered no because the Port does not have to spend as much purchasing said fuel. St. Clair also asked about Real Estate inquiries for the Airport. Director of Business & Real Estate Derek Jaeger stated that there were two businesses with inquiries, but he only remembers one of them. Jaeger explained the business offered airport mechanic services.

Bob Martilla-

Martilla asked about plans for a 3rd bridge between Oregon and Washington. . Commissioner Spencer stated that it would be a conversation to have at the State level.

ACTION ITEMS:

Building 20-Accept As Complete:

Commissioner Marshall requested formal approval of the Building 20- Accept as Complete as presented during discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Keister and carried unanimously, the approval of the Building 20- Accept as Complete on December 20, 2023.

Columbia Resources Lease Amendment:

Commissioner Keister requested formal approval of the Columbia Resources Lease Amendment as presented during discussion items. Upon motion by Commissioner Keister seconded by Commissioner Marshall and carried unanimously, the approval of the Columbia Resources Lease Amendment effective December 20, 2023.

STAFF REPORTS & COMMENTS

Chief Executive Officer-

Chief Executive Officer David Ripp stated that he had spoken with Chris Herman late Friday, and he advised that the Port of Olympia is not set to receive GAMI 100 UL. Ripp explained that their Director of Operations must get a commitment from WSDOT to begin purchasing and they would also need to increase their budget. Ripp also stated that the FAA requires all AV gas fuel tax to be distributed to their prospective state airports to be used for grant funding. Ripp stated the Port will be joining an interlocal agreement regarding this and will contribute \$500 towards the cost of legal review and a letter to the State. Ripp also explained that the CTAF number for Grove Field will be changing in February. The reason for the change is that the previous number was popular and used by other airports. The Port has made a new number, and it is 122.7. Ripp explained that the Port will update pilot websites, notify tenants, and make signs to be placed at the Airport.

Upcoming Events:

CREDC Annual Meeting—January 16th from 4-6 pm at Ilani.

Annual Planning Meeting- January 25 & 26th from 8:30 am-12:30 pm.

Director of Finance-

Director of Finance Krista Cagle stated the first Commission Meeting for 2024 will be held on January 4th which is a Thursday. Cagle also wished everyone a Happy Holiday.

Director of Facilities-

Director of Facilities Eric Plantenberg stated that the Port will purchase an EV charger for the downstairs garage for the Mustang and other electrical vehicles.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Keister

Commissioner Keister congratulated Commissioner Marshall for the win at the most recent election. Keister stated Marshall is a great asset to the Port and the community. Keister also explained he had a conversation with the Director of Facilities Eric Plantenberg and Director of

Business & Real Estate Derek Jaeger about signage for the Industrial Park. Keister stated his idea is to let tenants purchase their signs.

Commissioner Marshall

Commissioner Marshall stated she wanted to give an update on the City of Camas City Council meeting. Marshall explained that a new ordinance has been adopted for Clark County which has been modeled over the City of Vancouver. This new ordinance works with un-housed people in the area. Marshall stated there will be a new court system that works with these people found in violation of sleeping in areas where camping is not permitted. Marshall explained that the court system will work with un-housed people in attempts to get them assistance for a permanent living situation and the charges to be dropped. Marshall stated since the Spring of this year, 27 people that have gone through the court system, now have housing. Marshall also touched on ECCA wanting to find ways to prevent trash from piling up on Highway 14. Marshall's closing thoughts were at the last Camas City Council meeting, she explained to the group that Commissioner Spencer would be taking her place at the meetings in 2024.

Commissioner Spencer

Commissioner Spencer stated he had met with David St. Clair as well as Bob Martilla regarding an environmental addendum to the Airport. Spencer said it's a conversation worth taking into the new year. Spencer also congratulated Commissioner Marshall on her win. Spencer also touched on the lit-up Christmas tree at Washougal Waterfront Park and said it was beautiful from the highway.

The regular meeting adjourned at 1:16 pm when a Workshop began concerning the WPPA Annual Meeting. It was open to the public and expected to last 30 minutes.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

**2024 INTERLOCAL AGREEMENT FOR
LEGAL SERVICES CONCERNING THE DIVERSION OF AVIATION FUEL TAX**

This Interlocal Agreement (the “Agreement”) is made and entered between the following municipal and county governments and airport sponsors, as evidenced by its signature below. Each shall be referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes public agencies to execute agreements on the basis of mutual advantage to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Parties to this Agreement are public agencies as defined by Chapter 39.34 RCW which seek to work cooperatively on the project described below on the basis of mutual advantage and efficiencies for the benefit of their respective jurisdictions; and

WHEREAS, under current Federal law and regulations, diversion of certain airport revenues from aviation fuel sales for non-aeronautical purposes is prohibited. The relevant FAA grant assurance provides, in pertinent part, that “[a]ll revenues generated by the airport and any local taxes on aviation fuel...will be expended by it for the capital or operating costs of the airport; the local airport system; or other facilities which are owned or operated by the owner or operator of the airport, and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport;” and

WHEREAS, grant assurances apply to airport sponsors, which are the owners or operator of the airports. Violation of assurances may result in an FAA administrative action or FAA initiated federal civil lawsuit against the airport sponsor; and

WHEREAS, Washington state has authorized cities and counties to collect and use tax on aviation fuel sales at FAA-grant assurance airports. Moreover, the Department of Revenue (“DOR”) collects a hazardous substance tax (“HST”) and petroleum products tax (“PPT”) on the sale of aviation fuel at FAA-grant assurance airports; and

WHEREAS, Washington state possesses no data on the actual amount of local sales/use tax, HST, and PPT collected specifically on aviation fuel. The state concedes that obtaining this data would be “expensive and administratively burdensome,” and the revenue is estimated to be in the tens of millions of dollars; and

WHEREAS, past efforts at bringing the state into compliance have been unsuccessful and effective regulatory remedies are lacking. Meanwhile, the relevant statute of limitations to recover diverted funds precludes the recovery of millions of dollars each year; and

WHEREAS, the Parties are joining together to explore legal and all other avenues available to bring the state into compliance; and

WHEREAS, the Chelan Douglas Regional Port Authority (“CDRPA”) has offered to serve as the lead agency by entering into a contract for legal services to evaluate and consider a range of options to prevent the diversion of aviation fuel tax for non-aeronautical purposes; and

WHEREAS, the estimated cost of the pre-litigation legal inquiry is \$125,000.00; and

WHEREAS, the Parties have determined that it would be in the public’s and each Party’s best interest to enter into an agreement for the sharing of costs for this effort so that the diverted funds may be used as contemplated by the FAA grant assurances; and

WHEREAS, the Parties and their counsel recognize that the Parties have common legal interests in evaluating and litigating issues raised in this matter;

NOW THEREFORE, the Parties, for and in consideration of the mutual covenants herein contained, hereby agree as follows:

AGREEMENT

1. **Purpose and Objectives.** It is the purpose of this Agreement to have the Parties collectively pay for the legal services (“Legal Services”) to represent the Parties’ interests in pre-litigation challenges to Washington state’s diversion of aviation fuel tax.
2. **Effective Date, Term, and Termination.**
 - a. The “Effective Date” of this Agreement shall be the day upon which the signing Party has executed this Agreement.
 - b. The “Term” of this Agreement shall begin on the Effective Date and end upon completion of the legal services contemplated herein, unless extended by written agreement of the Parties.
 - c. So long as the cost of Legal Services is covered by the Parties, this Agreement may be terminated prior to the end of the Term only upon agreement of all Parties and subject to Paragraph 4, below. In such an event, the Parties will agree on a reasonable termination date.
3. **Administration.**
 - a. The CDRPA shall contract with Legal Services to perform the following tasks:
 - i. To develop a legal framework memorandum that will evaluate and consider various legal theories and provide a solid foundation upon which future legal action may rely.
 - ii. Meet with appropriate parties, including Airport Sponsors and the FAA, and consider procedural issues for executing the Parties’ strategy.

- iii. If the Parties elect to litigate, prepare the necessary pleadings, and select the appropriate venue for legal action.
 - iv. Engage in preliminary settlement negotiations with the DOR and the Attorney General's Office, if appropriate.
 - v. If preliminary settlement negotiations are unsuccessful, file suit and pursue the matter through final judgment, settlement, or compliance.
- b. The CDRPA will provide periodic reports to the Parties on the status of the Legal Services and solicit input on strategies and other matters related to the Legal Services.

4. Cost and Payment.

- a. The CDRPA will engage Legal Services to perform pre-litigation tasks, as outlined in Paragraph 3(a)(i) through (iv), above, which will cost an estimated \$125,000.00. The CDRPA proposes to share in the total cost as set forth in Exhibit A (Aviation Fuel Tax—Funding Support). The Parties shall not be obligated to provide the proposed amount in Exhibit A.
- b. It is anticipated that private organizations and/or associations may provide additional funding support for Legal Services contemplated herein but in no event will such entity be considered a Party for purposes of this Agreement.
- c. The CDRPA shall be responsible for making payments to Legal Services upon the contract terms from the funds received pursuant to Paragraph 4(a).
- d. All money received by the CDRPA shall be kept in a separate, non interest-bearing account until such time payments to Legal Services are due. At all times, the CDRPA shall provide the Parties periodic updates on the work product from Legal Services as well as an accounting of revenue received, and expenses paid.
- e. Should the pre-litigation costs be less than the estimate, or should the Parties resolve this dispute with surplus funds, the Parties may be refunded their pro-rata share.
- f. Should costs for Legal Services exceed the estimate, the Parties may be asked—but will not be obligated—to contribute additional sums.

5. Maintenance and Audit of Records.

- a. Each Party shall maintain books, records, documents, and other materials relevant to its performance under this Agreement.

- b. These records shall be subject to inspection, review and audit by any party, the Washington State Auditor's Office, or any other entity as required by law. Nothing in this Agreement shall be construed to require a Party to disclose any privileged or work-product documents or information to the other Parties, which a Party, in its sole discretion, shall determine not to disclose.
- c. Each Party shall retain all such books, records, documents, and other materials for the longest applicable retention period under federal and Washington state law.

6. Legal Relations.

- a. The Parties are separate and independent governmental entities in all respects. Nothing in this Agreement shall be construed as creating any other relationship.
- b. Each Party agrees to defend, indemnify, and hold harmless the other Parties and its agents from and against claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs and expenses, arising out of or from its performance of this Agreement, except for injuries and damages caused by the actions of the entity being indemnified.
- c. Nothing in this Agreement shall be construed to permit anyone other than the Parties and their successors to rely upon the covenants and agreements contained in this Agreement, nor to give any such third party a cause of action, as a third-party beneficiary or otherwise, on account of any nonperformance of the provisions of this Agreement.
- d. No Party will have the power or authority to bind the others or incur any obligations on the others' behalf without each party's prior written consent.
- e. Any sharing of documents, things, and other information between or among that Parties and counsel for the Parties is intended to be in furtherance of the common legal interests described herein, and with the intention, expectation and understanding that they will be kept confidential and privileged, as applicable, under the terms of this Agreement.

7. Miscellaneous Provisions.

- a. Any notice, demand, or communication required or permitted under this Agreement shall be addressed to the respective Representative and deemed to have been duly given (i) on the date of delivery if delivered by courier, (ii) three business days after posting a postage pre-paid first class letter addressed to the mailing address of the Party, or (iii) upon confirmation by the intended recipient of the receipt of email addressed to the Party to whom directed at the relevant Party's email address specified below its signature.
- b. Pursuant to RCW 39.34.030 it is acknowledged that:

- i. This Agreement shall not be construed to create any entity.
 - ii. The CDRPA shall be the Administrator of this Agreement.
 - iii. No property--real, personal, or intangible--shall be acquired by the Parties collectively or individually pursuant to this Agreement.
- c. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. Any action to enforce the terms and conditions of this Agreement shall be brought either in Chelan County, Washington or in the county wherein the Party that is the subject of the enforcement action is located.
- d. This Agreement may not be amended except by the unanimous written agreement of all the Parties.
- e. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.
- f. The headings in this Agreement are inserted for convenience only and shall not affect the interpretations of this Agreement.
- g. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
- h. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- i. All covenants, promises and performances which are not fully performed as of the date of termination shall survive termination as binding obligations.
- j. Each of the provisions of this Agreement has been reviewed, negotiated, and represents the combined work product of all parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.
- k. This Agreement is not assignable absent written approval by all Parties, which approval shall be granted, withheld, or conditioned in the discretion of each party. Each of the covenants, terms, provisions, and agreements herein contained shall be binding upon and

inure to the benefit of the Parties hereto and, to the extent permitted by this Agreement, their respective legal representatives, successors, and assigns.

l. This Agreement is not for the benefit of any individual or entity other than the Parties and shall not be enforceable thereby under any circumstances whatsoever.

m. This Agreement may be executed by the Parties hereto in counterparts and once so signed by all Parties and posted to each Party's web site in accordance with RCW 39.34, shall have full force and effect. PDF copies of relevant signature pages or electronic signatures shall be treated as originals. Each of the undersigned warrant that they have authority to execute this Agreement.

n. The entire Agreement (including the recitals and the amendments) between the Parties hereto is contained in this Agreement, and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the parties subsequent to the date hereof.

CHELAN DOUGLAS REGIONAL PORT AUTHORITY

By: _____
Its: _____
Email: _____

Entity: _____
By: _____
Its: _____
Email: _____

Entity _____
By: _____
Its: _____
Email: _____

Entity _____
By: _____
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RESOLUTION NO. 1-24

A RESOLUTION of the Commission of the Port of Camas-Washougal, Washington, authorizing the Chief Executive Officer to sell surplus Port non-real property of less than \$22,000.00 value, and directing the procedures for such sales.

BE IT RESOLVED by the Port Commission of the Port of Camas-Washougal as follows:

- Section 1. The Port's Chief Executive Officer is authorized, pursuant to RCW 53.08.090, to sell and convey surplus Port District non-real property having a value of less than Twenty-two Thousand and No/100 Dollars (\$22,000.00). The Port's Chief Executive Officer shall have this authority for a period of one (1) year from the date of this resolution.
- Section 2. Prior to the sale or conveyance of non-real property pursuant to this resolution, the Port's Chief Executive Officer shall compile an itemized list of the property to be sold, together with the value placed on each item by the Chief Executive Officer. The list shall be submitted to the Port Commission, together with the Chief Executive Officer's written certification that the listed non-real property is no longer needed for the Port District purposes, no later than seven (7) days before the sale.
- Section 3. The Chief Executive Officer shall determine the methods, terms and conditions of sales made pursuant to this resolution. When less than the full purchase price is paid at the time of purchase, the sale shall comply with the limitations of RCW 53.08.091.
- Section 4. Items of non-real property having a value of less than Twenty-two Thousand and No/100 Dollars (\$22,000.00) may be sold without advertisement and without public competitive bid. The Chief Executive Officer shall notify the Commission in his written certification that he intends to sell non-real property pursuant to this section. The Commissioners, Chief Executive Officer and Port employees may not purchase items sold pursuant to this section.
- Section 5. Except as provided above, all sales made pursuant to this resolution shall be by public competitive sale, either through open auction or sealed bids. The sale shall be advertised by the Chief Executive Officer at least fourteen (14) days prior to its occurrence.

Section 6. Non-real property having a value in excess of Twenty-two Thousand and No/100 Dollars (\$22,000.00) shall not be divided into components of less than \$22,000.00 and sold pursuant to this resolution, unless the sale is authorized by the Commission and is by public competitive bid.

ADOPTED at the regular meeting of the Commissioners of the Port of Camas-Washougal on January 4, 2024.

PORT OF CAMAS-WASHOUGAL

By: _____

Commissioners

RESOLUTION NO. 2-24

A RESOLUTION of the Commissioners of the Port of Camas-Washougal, establishing alternate dates for filing final budget for calendar year 2025, establishing other alternate dates, and declaring an effective date.

DECLARATIONS

1. 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.

2. Pursuant to RCW 53.35.045, the Commissioners of the port district may file with the clerk of the county legislative authority a certified copy of the port district final budget, provided for in RCW 53.35.040, on the first Monday in December, rather than the date established in RCW 53.35.040, and may establish alternate dates relating to the budget process.

3. The Commissioners of the Port of Camas-Washougal desire to use the alternate budget date for filing of its final budget for calendar year 2025, and to establish other dates to conform to that alternate budget process.

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

1. Pursuant to RCW 53.35.045, the Commissioners of the Port of Camas-Washougal will file its final budget for calendar year 2025, by December 2, 2024.

2. The following alternate dates will be utilized by the Commissioners of the Port of Camas-Washougal, to conform to the alternate date for final budget filing:

<u>Date</u>	<u>Event</u>
<u>October 16, 2024</u>	Adoption of Preliminary Budget
<u>November 7, 2024</u>	First Publication of Preliminary Budget's Adoption
<u>November 14, 2024</u>	Second Publication of Preliminary Budget's Adoption
<u>November 20, 2024</u>	Public Hearing on Final Budget
<u>November 20, 2024</u>	Adoption of Final Budget

3. This resolution shall take effect upon its adoption by the Commissioners of the Port of Camas-Washougal at a regularly scheduled meeting. In the event of the cancellation or alteration of meetings, the events listed above shall be deemed to have been moved to the nearest meeting at which the Port is authorized to take action, but this resolution need not be amended.

ADOPTED at the regular meeting of the Commissioners of the Port of Camas-Washougal on January 4, 2024.

PORT OF CAMAS-WASHOUGAL

By:
