

PRELIMINARY AGENDA FOR REGULAR MEETING

March 6, 2024

I. WORKSHOP

Urban Growth Boundary-Marty Snell Mackay Sposito
Greenhouse Gas Modeling Presentation

11:00 AM-11:45 AM

11:45 AM- 12:00 PM

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 February 21, 2024

B. Approval of Checks

C. Approval of Paid Family Medical Leave Policy

D. Approval of Federal Medical Leave Act Policy Revision

NEW BUSINESS/DISCUSSION ITEMS

E. Freedom Boat Lease Amendment- Director of Business & Real Estate Derek Jaeger

F. Pendelton Land Lease- Director of Business & Real Estate Derek Jaeger

G. Vega Lease- Director of Business & Real Estate Derek Jaeger

H. Immelman Phase 3 Hangars- Director of Business & Real Estate Derek Jaeger

I. Resolution 5-24 Authorization of Vessel by Public Auction- CEO David Ripp

ANNUAL PUBLIC INDUSTRIAL CORPORATION (PIC) MEETING

IV. Approval of 2023 Minutes – CEO David Ripp

V. Election of Officers for 2024 – CEO David Ripp

(Close Annual PIC Meeting and Reconvene to Regular Meeting)

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

J. Freedom Boats Lease Amendment
K. Pendelton Land Lease

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN REGULAR MEETING

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

<u>Date</u>	<u>Meeting</u>
March 9, 2024	Watershed Alliance Planting Event- 9 am-12 pm
March 11, 2024	CPU Community Leader Education Series Meeting
March 20, 2024	CREDC Legislative Review 9 am-10:30 am
April 19, 2024	Port Earth Day Event 2 pm- 4 pm

(*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

February 21, 2024

By: Mackenzey Thomason, Administrative Assistant

A Regular Meeting of the Commissioners of the Port of Camas-Washougal was held in person and virtually on Wednesday, February 21, 2024, at 12 p.m. An Executive Session was held before the regular meeting at 11 am to discuss one matter related to a personnel evaluation, the Executive Session was expected to last 60 minutes. No decisions were made.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner John Spencer, Chief Executive Officer David Ripp, Director of Finance Krista Cagle, Contract Manager Debra Itzen, Director of Business Development & Real Estate Derek Jaeger, 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:

No comment.

CONSENT ITEMS

Minutes & Checks

Minutes from the Regular Meeting on February 7th, 2024, electronic payments and the issuance of general fund checks 9370-9386 and printed checks 50160 in the total amount of \$148,604.54, and the Marina Policy Revision 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:

Paid Family Medical Leave Policy- Director of Finance Krista Cagle:

Director of Finance Krista Cagle stated this is a new policy outlining information about Washington State's Paid Family & Medical Leave program. Cagle stated the policy contains information regarding how to apply, who is eligible for the policy, and the coordination of benefits. Cagle also stated the policy will outline what additional benefits the Port will cover while being on approved leave.

Federal Medical Leave Policy- Director of Finance Krista Cagle:

Director of Finance Krista Cagle stated this is a policy revision. Cagle explained the policy contains information regarding how to apply, who is eligible, and the coordination of benefits while on the approved leave. Cagle stated the policy revisions include the additional benefits that the Port will maintain while on paid leave, reimbursements that are not covered while on approved leave, job restoration, use of paid leave, and unpaid leave by an employee seeking FMLA. Cagle

also explained information regarding the intent to return to work while on this approved leave.

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

Director of Business & Real Estate Derek Jaeger stated Ferguson is one of the Port’s long-term tenants and a producer of industrial pipe, valve fitting, and specialized services. Jaeger explained the lease amendment would add a strip of land along the west side of 28th Street. The land would be used for 20 parking spaces, bringing their business to a total of 60 parking spaces. Jaeger stated the amendment would also add a 3-year option expiring November 30, 2027. The additional parking spaces should bring the Port \$245 more dollars per month and starting in December of this year it would go up to \$345. Approval will be requested during action items.

PUBLIC COMMENT #2:

Bob Martilla of Washougal:

Martilla asked if the Port had solidified a plan to move the windsock at the airport. Martilla also asked about when the Wi-Fi at the airport was being installed. Ripp stated that since Director of Facilities Eric Plantenberg was out of the office, he was unsure. Ripp stated that Plantenberg would get back to Martilla when he was back in the office.

ACTION ITEMS:

Ferguson Lease Amendment-

Commissioner Keister requested formal approval of the Ferguson Lease Amendment as presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Marshall and carried unanimously the Ferguson Lease Amendment was approved effective February 21, 2024.

STAFF REPORTS & COMMENTS

Chief Executive Officer-

Chief Executive Officer David Ripp stated he had received a quote for the Say Weather system for the airport. The cost of the device is roughly \$12,000. Ripp explained that if the Port wanted an additional device that measured ceiling height it would be a total price of about \$48,000. Ripp stated there is also a subscription price of \$800 a year to use the device. Ripp also shared that the Port staff underwent a DEI training program yesterday. Ripp stated this training was not typical, it was with a company called “All Truth” out of Seattle. All Truth’s focus was on five agreements. The five agreements were as follows, Demonstrate Respect for Experience, Listening from Zero or being present, Translating Meaning, Give an Accurate Location, and Allowing yourself to be Coachable.

Ripp touched on the upcoming Strategic planning meeting at the Port on February 27th from 8:30 am to 12:30 pm. There was talk amongst commissioners on which items on the agenda they would like to focus on. Ripp also mentioned the Port is working with Blue Turtle Media to develop a video highlighting Community Solar Project in the Industrial Park as well as partnership with Clark County Public Utilities. The video will be posted on the Port’s website.

Upcoming events:

Chamber Luncheon (Port Sponsor) February 28th from 11:30 am-1 pm

Economic Forecast Breakfast March from 5th 7 am-9:30 am

CREDC Legislative Review March 20th from 8:45 am-10:30 am

Director of Finance-

Director of Finance Krista Cagle stated integration with Xpress Bill Pay should be done in time for March statements to go out. Cagle explained that Xpress Bill Pay is currently trying to make sure they can work with the Port's current accounting software. Cagle also mentioned that the Port will be at Downtown Camas' First Friday event on March 1st.

Director of Business & Real Estate-

Director of Business & Real Estate Derek Jaeger stated he attended the Washougal Business Association meeting. Jaeger stated he plans on being the Port's ambassador. Jaeger also touched on American Queen Voyages operations being suspended. Jaeger stated he did not know what this meant for the contract that they have with the Port but there would be minimal financial impact. Jaeger explained that the Port is currently in negotiations with a different cruise line, and he should have more information soon. Jaeger also stated that UnCruise Lines did not renew their lease option and that they are currently re-assessing their bookings and schedule for the future.

Contract Manager-

Contract Manager Debra Itzen mentioned that she will be going to the Port of Vancouver for the Small Works conference on February 23rd. Itzen stated the conference will explore legislative changes for Ports and small works requirements for small businesses. Itzen stated that Cagle would be joining her.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Marshall

Commissioner Marshall explained she had sat in on meetings that CPU had put on about their rate increases and what their plan is for the future. Marshall stated the meetings are a four-part series and that she will continue to plan on going. Marshall explained that CPU highlighted peaks like the cold spell this past January and how the power market differs in the summer months. Marshall touched on the bike racks the Port wants to install in the industrial park. Marshall stated she spoke with both Recluse Brew Works and 54-40 Brewing and they are both interested in obtaining racks. Marshall also stated that she attended the Parkersville Advisory Meeting where they went over details for Parkersville Day. The day is planned for June 1st where they will again feature themed ice cream flavors from Renaissance Ice Cream, a student art contest, and the high school band.

Commissioner Spencer

Commissioner Spencer stated he attended the City of Camas meeting the other night and unfortunately had to leave during the middle of the meeting. Spencer asked City Council Member Bonnie Carter, who had attended the Port's meeting virtually if he had missed anything and she said, no but did mention Our Camas 2045.

Commissioner Keister

Commissioner Keister stated he attended the City Council meeting for the City of Washougal. Keister stated the revitalization of downtown Washougal was spoken about.

Keister stated the proposal is well thought out and is going to compliment everything going up around the Port.

The regular meeting adjourned at 12:50 pm.

PORT OF CAMAS-WASHOUGAL COMMISSION

Commissioners

MINUTES OF THE SPECIAL COMMISSION MEETING

PORT OF CAMAS-WASHOUGAL

February 27, 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, Environmental 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 8:36 am on February 27th, 2024, following the Pledge of Allegiance, Commissioner Keister called to open the special public meeting to order.

CEO David Ripp's Opening Comments: Ripp stated this meeting is being held to continue the agenda from the January 25th and 26th meetings. Ripp stated he was glad the commission and staff were on the same page about the Port priorities in the upcoming five years. Those priorities are the waterfront development, building 21, finding a new CEO, sharing the same vision with commissioners to come, and continuing great relationships with both cities. Ripp stated the Port was looking to schedule the annual capital budget meeting on June 7th.

Environmentally Attentive Programs:

Director of Facilities Eric Plantenberg- Plantenberg stated the Port is looking to replace the heating and cooling systems in the administration building. Plantenberg stated he was looking for quotes for an electric HVAC system.

Environmental Project Manager Jennifer Taylor-Taylor stated the Port of Vancouver will join the commission meeting on March 20th to explain their design standards for buildings. Taylor mentioned there is a tree planting event at Steigerwald on March 9th from 9 am-12 pm. Jennifer also mentioned that WSU was looking to present at one of the Port's meetings about sustainable landscaping. Jennifer explained a college student will join the Port at the March 6th meeting to present about greenhouse gas modeling.

CEO David Ripp- Ripp stated the Port will begin to remove organic material from the waterfront site by May or June of this year. Ripp stated that RKM may want to delay breaking ground on the site due to high-interest rates. Ripp stated staff will be putting up signs when the Port begins to remove the matter to let the community know what is going on.

Marina Cruise Ship Update:

Director of Business & Real Estate Derek Jaeger- Jaeger stated American Queen Voyages has ceased and closed their operations. Jaeger stated the Port will figure out how to go about collecting their outstanding invoices. Jaeger also stated that Uncruise will not be docking at the Port anymore. Jaeger explained he is currently in the process of speaking to another cruise line.

The cruise line mentioned they would like to help fund a potential new breakwater dock and fishing dock. The cruise line would raise the fishing dock. Jaeger mentioned the Port will have to speak with the cruise lines' prior partners to get a feel for the company and how they operate. Jaeger also stated Freedom Boat Club is leasing another slip on the East dock this year.

Grove Field Airport-

Runway Maintenance- Plantenberg stated the timeline to replace the runway at Grove Field is about 2-3 years away. Plantenberg stated a winter-time freeze would make that even sooner. Plantenberg mentioned the Port will need to start looking at quotes and numbers and this project is not currently budgeted for. Plantenberg also mentioned that when it is time to re-pave, it may also be a good time to investigate potentially trying to widen the runway for an instrument approach.

Long-Term Planning- Taylor stated the Port was awarded a Department of Commerce grant for a level 3 charger for the airport parking lot for electric vehicles. Commissioner Spencer stated he believes that we are between 15-20 years out of needing an infrastructure to support electric planes. The hangars that are currently at Grove Field will not fit electric planes because of the wingspan. Staff agreed that the Port would need to look into the future design of the hangar and facilities because of this. When the Port is ready for electric planes to come into the airport, Plantenberg mentioned the Port would then have to charge for metered electricity. Commission and staff also spoke about possible locations for a flight planning center and FBO.

Instrument Approach- Commissioner Spencer stated he would like to discuss another ALP being done. Spencer stated it would be great to be able to use Grove Field 365 days a year and that would mean the need for an instrument approach. Spencer stated that widening the runway would be the best-case scenario. Commission and staff also spoke about needing more land around the airport to help widen and lengthen the runway and for the need for more parking. Spencer stated the cost of doing so is the main hold-up and the Port would need to be ready to go through the process as well.

Moving the runup area- Plantenberg stated that a short-term solution for creating less traffic at the runup area at the airport would be to potentially pave an area at the west portion of Grove Field. Plantenberg stated he would get quotes for this potential project.

Solar- Commission and staff spoke about an increased need for solar at the airport. Staff also spoke about the potential of a wind generator. Plantenberg stated the Port would need to investigate if the roofing of the hangars is solid enough to place solar panels on.

Public Comment:

Rick Anderson of Fly It: Anderson stated he loves being a part of a smaller airport however, he cannot afford to pay his employees year-round. Anderson stated he is looking to grow his company but also looking to provide for his employees. He also stated the fueling arrangements at Grove Field during the Spring and Summer will make Fly It's fueling operation look poorly because of the congested traffic. Anderson mentioned he would be curious if he would be allowed to bring an additional vehicle like a small pickup that could provide a mobile fuel option

to the airport to drive around, put the vehicle in park, and fuel each plane. Anderson also mentioned he is interested in being able to provide charter tours. Anderson explained Fly It needs more classroom space and he would love to bring in a temporary structure to support this.

David Sinclair of Washougal: Sinclair stated the airport does need a new ALP. Sinclair stated if Grove Field eventually becomes FAA-obligated, that they would help with various safety procedures. Sinclair also stated that continuing to patch the runway will not solve any future issues. Sinclair asked how the Port was planning on completing the runway project.

Bob Martilla of Washougal: Martilla stated making the airport safer and more efficient would benefit the community. Martilla explained the airport needs a new master plan that is more like a business plan. Martilla also explained that when electric aircraft start becoming popular, his thought is that the Port should charge a landing fee.

The special meeting adjourned at 12:30 pm.

Port of Camas-Washougal Staff Report

DEPARTMENT:

FOR THE AGENDA OF:

RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

N/A

Yes, describe:

SUSTAINABILITY IMPLICATIONS:

N/A

Yes, describe:

DEI IMPLICATIONS:

N/A

Yes, describe:

**FIRST AMENDMENT TO
PORT OF CAMAS-WASHOUGAL- COLUMBIA BOAT CLUB INC. DBA FREEDOM BOAT CAMAS
DOCKING AGREEMENT**

PORT	CUSTOMER
NAME : Port of Camas-Washougal ADDRESS : 24 South A Street CITY, ST, ZIP : Washougal, WA 98671 CONTACT : David Ripp, CEO OFFICE : (360) 835-2196 MOBILE : E-MAIL : David@portcw.com	NAME COLUMBIA BOAT CLUB INC. DBA FREEDOM BOAT CLUB CAMAS : CITY, ST, ZIP : Portland, OR 97221 CONTACT NAME : Walt Crate, President TELEPHONE : 503-679-5399 FACSIMILE : E-MAIL : waltc@freedomboatclub.com <u>Port Scheduling</u> <u>Inquiries</u> :
FACILITY DEFINED	RATES/CHARGES
Port of Camas-Washougal Washougal, WA 98671 Six Boat Slips as follows: Slip # 1 of Breakwater located at Columbia River MM 121.8 45.57711752282576, -122.37888470393155 ("Breakwater") Port Marina Slips # 1-6 on East Dock.	Amendments to the executed Boat Lease and Docking Agreement executed by the parties on May 16, 2023 shall read as follows (shown as underlined): Customer shall pay monthly amounts as follows: \$600.00 US Dollars per month from Commencement date through June 30, 2023 for six (6) boat slips and beginning July 1, 2023 shall pay a monthly amount of \$900.00 US Dollars per month for six (6) boat slips and beginning May 1, 2024 shall pay a monthly amount of \$1,050.00 US Dollars per month for seven boat slips and other attendant charges as described herein. The monthly lease rate is due on the 1st of each month, regardless of when an invoice is received. Customer shall also pay the then current monthly amount for Dock Boxes per month based on the Port's Schedule of Rates & Fees, multiplied by the number of Dock Boxes used. The Port will invoice the Customer on a monthly basis and the Customer agrees to pay the Dock Box charges by the 10th of the month following usage. Any balance owing will be charged a 5% late fee plus interest accruing at one and one-half percent (1.5%) per month from the date due until paid. Payments are applied to the oldest outstanding invoice(s) first. Chronic late payments will not be tolerated. In the event this account is referred to collection, The Customer agrees to pay all collection fees permitted by law, including the Port's attorney fees and costs for trial, appeal, and in anticipation of same.

FIRST AMENDMENT TO LEASE

A LEASE AGREEMENT was originally made and entered into on May 16, 2023, by and between the PORT OF CAMAS-WASHOUGAL, a Washington state public port district, hereinafter referred to as the "Port," and COLUMBIA BOAT CLUB INC DBA FREEDOM BOAT, LLC, an S corporation licensed to do business in the State of Washington, hereinafter referred to as the "Customer" ("Lease" or "Agreement"). The original Lease contemplated the Facility would be utilized for Customer's members to utilize six boat slips and Dock Box Rentals at the Facility locations described here for boat moorage purposes, subject to the terms herein. Subsequently, the parties agreed to add one more boat slip for a total of seven (7) as shown in the amendments under "Rates and Charges" in the text box above, and to shift the location of the slips as shown in Section 3, "Water and Electricity," on page 2. No other amendments were made to the original Lease in this First Amendment and the parties agree that the original terms, as set forth herein, shall remain in full force and effect for the term of the Lease.

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

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

**Marine insurance is required by state law RCW 53.08.480

- C. Boat length:
Not to Exceed 25 feet: _____
- D. Boat registration number: _____
- E. Boat width: _____
- F. Boat make: _____
- G. Boat color: _____
- H. Boat year: _____
- I. Boat name: _____
- J. Other description: _____

Tags on vessel and current?

Yes No

Does this vessel have a trailer?

Yes No

2. Term and Termination. This Agreement shall commence upon its date of execution, shall have a term of two (2) years for the months/dates of 5/22/23-10/31/23 and 5/1/24-10/31/24 each year, and upon mutual acceptance may be renewed for two (2) additional one (1) year terms, for a total term of four (4) years. The Port may terminate this Agreement at any time in its sole and absolute discretion upon written notice to the Customer ("Notice"), with such termination effective as of the end of any calendar day specified in the Notice, provided, however, said termination shall not take effect until 30 days after the date of the Notice. The Customer may terminate this Agreement at any time in its sole and absolute discretion upon notice to the Port, with such termination to be effective as of the date and time specified in such Notice.

Termination by Customer shall be without any liability to the Port if the Port in its sole and absolute discretion accepts such termination.

3. Water & Electricity. Potable water and electricity are provided at a flat fee cost from the Port's water system at Breakwater as follows: \$25.00 US Dollars per month for Slip 1 on the Breakwater and \$15.00 US Dollars per month for each slip, slip No(s). 1-6 on the East Dock. The Customer agrees to pay by the 10th of the month following usage.

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

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

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

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

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

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

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

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

charge the Customer additional fees and charges related to said storage, as provided in the Port's posted Schedule of Rates & Fees then in effect.

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

11. Condition of Boat/Slip The Port does not accept Customer's boat for storage or as a bailee and shall not be liable or responsible in any manner for its safekeeping and condition of its Property. Marina premises adjacent to the moorage have been inspected by Customer and accepted in their present condition. Customer shall keep them neat, clean, orderly and as free as possible from all flammable substances. In consideration of the granting of this Lease, the Customer hereby waives all claims for damages against the Port and agrees that Customer will not attempt to hold the Port responsible for any damages sustained by Customer or Customer's property for whatever cause.

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

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

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

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

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

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

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

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

20. Insurance. The Customer agrees to provide insurance as follows: Protection and indemnity insurance and general liability or marine liability insurance covering bodily injury liability (including death), personal injury liability, property damage liability, blanket contractual liability, workers compensation insurance (including longshoremen and harbor workers act coverage, and Jones Act coverage, to the extent applicable or required under applicable State and Federal law) for all operations and activities while moored

at the Port Facility and Dock or operating on or about the Port Facility and Dock. Such insurance shall be in the amount of at least \$10,000,000 combined single limit of liability. The Port shall be named as an additional insured with an endorsement at least as broad as ISO CG 20 10 10 01. The Customer shall provide proof of insurance by a certificate of insurance and copy of additional insured endorsement satisfactory to the Port evidencing above coverage and naming the Port added as an additional insured prior to conducting any operations at the Port Facility and Dock.

21. Indemnification. The Customer agrees to defend (with attorneys approved by the Port), indemnify and hold harmless the Port, its agents, servants, employees and officials from any and all liability or claims for damages to or from third parties, or other persons, including physical damage to any Port property caused by the negligent or other wrongful act or omissions of the Customer or its members, agents, servants, employees, directors, officers, representatives, contractors, subcontractors, consultants, subconsultants, vendors, officials, guests, licensees, customers or invitees of the Customer ("Customer Parties"), arising or alleged to arise out of or related to the use by the Customer of the Port Facility and related and adjoining facilities, described or other operations of the Customer on or about the Port Facility and does further agree to defend and indemnify and pay the expense of defending any action that may be commenced against the Port, its agents, servants, employees or officials by any third person or other person alleging any injury or damage arising out of or related to the dockage or use of the Port's Dock and Facility.

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

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

24. Compliance with Laws. In carrying out this Agreement, the Customer agrees to comply with all applicable federal, state and local laws, ordinances, rules and regulations governing environmental protection, regulation of hazardous substances and land use, and to defend (with attorneys approved by the Port), indemnify, and hold harmless the Port against all civil or criminal claims, losses, liabilities, fees, fines, penalties, damages, and costs (including but not limited to attorney fees) resulting from any failure of the Customer or the Customer Parties to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7

USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D,010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98. A copy of the Port's current Marina Policy Manual and Schedule of Rates & Fees has been made available to Customer with this lease.

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

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

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

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

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

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

This Agreement may be executed in counterparts and/or by electronic exchange of signatures, with all such counterparts deemed the same single agreement and signatures exchanged by electronic means

deemed equivalent to original signatures. This constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, written and oral. This Agreement shall not be modified except through a writing signed by both parties.

DATED THIS 22nd DAY OF February 2024. COLUMBIA BOAT CLUB, INC, 'WC

Port of Camas Washougal

Customer: ~~Freedom Boat, LLC~~

Authorized Signature

Walter Crate
Authorized Signature

David Ripp, Chief Executive Officer
Port of Camas-Washougal
Printed Name and Title

WALTER CRATE, PRESIDENT
Printed Name and Title

IN WITNESS WHEREOF, the parties have executed this lease in duplicate as of the

22nd day of February, 2024.

LESSOR:

LESSEE:

PORT OF CAMAS-WASHOUGAL

By: _____
David Ripp, CEO

By: WALTER CRATE

By: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 22nd day of February 2024 before me personally appeared DAVID RIPP, to me known to be the Chief Executive Officer of the Port of Camas-Washougal, the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

NOTARY PUBLIC
STATE OF WASHINGTON
AMIE MARYE BITTLE
MY COMMISSION EXPIRES
FEBRUARY 06, 2027
COMMISSION # 23006917

Amie Marye Bittle
Notary Public in and for the State of
Washington, residing at Clark County
My commission expires February 6, 2027

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this 22nd day of February, 2024 before me personally appeared WALTER CRATE to me known to be the PRESIDENT of COLUMBIA BOAT CLUB, INC., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

NOTARY PUBLIC
STATE OF WASHINGTON
AMIE MARYE BITTLE
MY COMMISSION EXPIRES
FEBRUARY 06, 2027
COMMISSION # 23006917

Amie Marye Bittle
Notary Public in and for the State of
Washington, residing at Clark County
My commission expires February 6, 2027

Port of Camas-Washougal Staff Report

DEPARTMENT:

FOR THE AGENDA OF:

RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

N/A

Yes, describe:

SUSTAINABILITY IMPLICATIONS:

N/A

Yes, describe:

DEI IMPLICATIONS:

N/A

Yes, describe:

TEMPORARY LICENSE

Grantor: PENDLETON WOOLEN MILLS, a Foreign, For-Profit Corporation
Grantee: PORT OF CAMAS-WASHOUGAL
Legal Description:
Tax Parcel No.: Tax parcel 71281132

This Temporary License ("License") is made and entered into as of this __th day of February 2024, by and between PENDLETON WOOLEN MILLS, a Foreign, For-Profit Corporation With Principal Office Street Address of: 220 NW Broadway, Portland, OR, 97209-3509, authorized to engage in business and engaging in business in the State of Washington hereinafter called "**Grantor**", and, PORT OF CAMAS-WASHOUGAL, a Washington state public port district organized and existing under the laws of the state of Washington, hereinafter, hereinafter called "**Grantee**" (individually "**Party**", collectively "**Parties**").

W I T N E S S E T H:

Section 1. GRANT OF LICENSE : Granter, for good and valuable consideration, the sufficiency of which is hereby acknowledged, does hereby grant to Grantee the non-exclusive right and privilege, subject to and in accordance with all requirements and limitations of this License to use approximately 14,000 sf of real property which is a portion of tax parcel 71281132 situated within the said Port District in the City of Washougal, Clark County, Washington ("the Premises") for the purposes set forth herein. The Premises are graphically depicted in **Exhibit "A"**, attached hereto and by this reference incorporated as a part hereof. This License is granted subject to and conditioned upon the following terms and conditions:

Section 2. TERM: The term of this License shall be for a period of Ten (10) years commencing April 1, 2024, and expiring March 31, 2034, unless sooner terminated. Either Party shall have the option, upon one hundred twenty (120) days prior written notice as provided herein, to terminate the License. If terminated by Grantor, Grantor shall reimburse Grantee on a ten-year pro

rata basis the out-of-pocket costs for any improvements Grantee made to the Premises that were approved by the Grantor. As an example, If Grantor gave proper notice that it intended to terminate the License at the end of year five, Grantor would reimburse Grantee for fifty percent (50%) of Grantee's out of pocket premises improvement costs approved by Grantor.

Section 3. POSSESSION & USE: Grantee shall have the right to possession and use of the Premises pursuant to this License commencing on the first day of the License term, expressly subject to the terms herein.

Section 4. CONSIDERATION FOR USE: Grantee shall pay to Grantor, without any setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Grantee, the following amounts in consideration of use of the Premises as follows:

April 1, 2024 to March 31, 2025	\$350.00 each month.
April 1, 2025 to March 31, 2026	\$360.50 each month.
April 1, 2026 to March 31, 2027	\$371.32 each month.
April 1, 2027 to March 31, 2028	\$382.45 each month.
April 1, 2028 to March 31, 2029	\$393.93 each month
April 1, 2029 to March 31, 2030	\$405.75 each month.
April 1, 2030 to March 31, 2031	\$417.92 each month.
April 1, 2031 to March 31, 2032	\$430.46 each month.
April 1, 2032 to March 31, 2033	\$443.37 each month.
April 1, 2033 to March 31, 2034	\$456.67 each month.

Grantee agrees to pay a late charge, in an amount equal to 5% of the monthly use fee then due, with any use fee or leasehold tax payment which is not received in full by Grantor by the 10th day of the month.

Section 5. TAXES AND UTILITIES:

Grantee shall pay all charges and assessments for or related to electricity, water, sewer, garbage disposal, phone, cable, and any and all other utilities and services which shall, during the term of this License, be charged or imposed upon the Premises.

Grantee shall pay all taxes, including property taxes, if due prorated based upon the percentage

of tax parcel 71281132 licensed to Grantee, assessments, and other expenses arising from Grantee's possession of the Premises, or operation of Grantee's business on the Premises, or are required because of Grantee's operations to make the Premises conform to government regulations, or which are imposed upon Grantee or Grantor due to the existence of this License.

Grantee shall pay and discharge promptly, as the same becomes due and before delinquency, the taxes, assessments and other charges as described herein. Grantee shall pay, upon demand, the taxes, assessments and other charges on behalf of Grantor, or if this is not permitted by law, Grantee shall reimburse Grantor for the amount of any such tax, assessment and other charge paid by Grantor, provided that Grantee shall have the right to contest any such tax or assessment at its own expense.

Section 6. LIENS: Grantee shall keep the Premises free and clear of all liens and encumbrances including mechanic's, materialmen's, or other liens for work or labor done, and liens for services, materials, appliances and power performed, contributed, furnished or used or to be used in or about the Premises, or in connection with any operations of Grantee, or any alteration, improvement, repair, or addition which Grantee may make, permit, or cause to be made or any work or construction by, for, or permitted by Grantee on or about the Premises. Grantor shall not be responsible for liens caused by Grantee's activities on the Premises and any work on or improvement of the Premises by or authorized by Grantee shall be approved by Grantor prior to any work or improvement being done.

Nothing in this License shall be deemed or construed in any way as constituting the consent or request of Grantor, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or materialman, for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof, nor as giving Grantee any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or any part thereof.

In the event that any lien, charge, or order for the payment of money described as the responsibility of Grantee in this section is filed against Grantor or any portion of the Premises, Grantee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Grantor to Grantee, in the manner provided in Section 25, of the filing thereof; and Grantee shall indemnify and save harmless Grantor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

Section 7. **CONTESTING LIENS AND TAXES:** Grantee may contest any lien set forth in Section 6 or any tax, assessment, or other charge which Grantee shall pay under Section 5, provided that Grantee notifies Grantor, in the manner provided in Section 25, of their intention to do so within sixty (60) days of the filing of such lien or within thirty (30) days of receipt of notice of such tax, assessment, or other charge; and provided further that Grantee posts a bond or other security with Grantor, prior to the contest, in an amount equal to the amount of the contested lien or tax, assessment, or other charge.

Within sixty (60) days of the determination of its validity, Grantee shall satisfy and discharge any remaining lien, or pay and discharge any remaining assessment, or other charge, and all penalties, interest, and costs in connection therewith. Satisfaction and discharge shall not be delayed until execution is had on any judgment rendered, nor shall satisfaction, payment and discharge be delayed until sale is made of the whole or any part of the Premises on account thereof. Any such delay shall be a default of Grantee under this Lease.

In the event of any such contest, Grantee shall defend and indemnify Grantor against all loss, expense, and damage resulting therefrom.

Section 8. **USE OF PREMISES:** Grantee covenants and agrees as follows:

- A. To use the Premises solely for the storage of its maintenance operation

equipment and items incidental thereto. Grantee shall not use the Premises for other purposes without Grantor's prior written consent.

B. Not to use or occupy the Premises, or permit the Premises to be used or occupied, for other than legal purposes, or in a manner which shall violate any certificate of occupancy in force relating to any building or improvement hereafter erected with Grantor's consent thereon.

C. To conform to and abide by all lawful rules, laws and regulations in connection with the use of said Premises and the operation of Grantee's business thereon, and not to permit said Premises to be used in violation of any lawful rule, law, regulation or other authority; and

D. Not to commit or permit any waste of the licensed Premises.

Section 9. NO REPRESENTATION: Grantee has undertaken this License of the Premises after an opportunity for examination thereof and of the subsurface conditions beneath the same, and without any representation on the part of Grantor, except that Grantor states that it has no knowledge of any spill of hazardous materials or the presence of any hazardous materials on the licensed Premises as of the date of the commencement of the License term. As used in this License, the term "hazardous substances" or "hazardous materials" means any hazardous or toxic substances, materials or waste, including but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes as are or become regulated under any applicable local, state or federal law. Grantee assumes the sole responsibility for the condition, operation, maintenance and management of the licensed Premises.

Section 10. REPAIR AND MAINTENANCE: Grantee shall maintain the landscaping on the Premises at its own expense. Grantee shall be responsible for the cost of any repairs made pursuant to this paragraph which are caused by the intentional or negligent acts of its employees, agents or licensees. Grantee agrees to reimburse Grantor for said repairs immediately upon demand.

Grantor shall have no liability to Grantee for incidental damages or property damage suffered by Grantee as a result of its failure to maintain or repair those portions of the Premises described above, Grantee's obligation being to maintain or repair such portions of the Premises. Grantee agrees to promptly notify Grantor of the need for exterior or structural repairs.

Except as provided above, Grantee agrees to maintain the Premises and all improvements in a good state of repair and at the termination of this License to return the Premises and all improvements to Grantor in as good state and condition as the same are in at the time Grantee commences occupying same, reasonable wear and tear from the normal use thereof and fire or other casualty being excepted. Grantee agrees to keep the Premises outside of the buildings at all times free from debris and objectionable material.

Section 11. IMPROVEMENTS: No improvements, including buildings or other structures shall be added to the Premises by Grantee, and Grantee shall not make structural modifications, improvements or alterations which materially change any portion of the Premises, without the written consent of the Grantor being first obtained, **provided however**, Grantor agrees that Grantee shall have the right but not the obligation to install tenant improvements consisting of graveling the Premises and placing a cyclone (site-obscuring) fence around the perimeter of the Premises. At the expiration or other termination of this License, all improvements by Grantee shall be removed by Grantee unless otherwise agreed to by Grantor, in which case they shall automatically become the property of Grantor. Grantee shall at its own expense repair all damage caused by the removal of and Grantee-installed and shall restore the Premises to its same condition as immediately prior to such removal.

Section 12. INDEMNITY: Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to any person or property sustained by any person on or about the Premises. resulting from the act or omission of Grantee, Grantee's officers, agents, employees, and contractors, or of any occupant, visitor, trespasser or user of any part of Grantee's Premises. Grantee further covenants and agrees to indemnify and hold Grantor harmless against the claims of all and every person whomsoever arising out of or in any way connected with Grantee's occupation or use of the Premises, except for claims by Grantor's employees or agents for injuries sustained during the course of employment through no fault of Grantee. Grantee shall pay all attorney's fees and other expenses incurred by Grantor in defending any and all suits or claims which may be brought against Grantor or in which Grantor may be impleaded with others upon any of the aforementioned matters, except as may result from the acts set forth in the paragraph immediately below.

Except for its intentional misconduct or gross negligence of its agents, or employees, Grantor shall not be responsible for or liable for, and Grantee, notwithstanding that joint or concurrent liability may be imposed upon Grantor by a statute or court decision, hereby waives all claims against Grantor for any damage or injury to any person or to any property on or about the Premises subject to this License, including liability for costs, attorney's fees and reasonable expenses arising out of said claims.

Grantee covenants and agrees to reimburse Grantor for all costs or expenses of repair or replacement of any of Grantor's property damaged or destroyed as a result of Grantee's use or occupation of the Premises or use of Grantor's property or facilities. Grantee further covenants and agrees to carry liability insurance protecting itself and Grantor from all liability arising out of this Section 12. The provisions of this section shall survive the expiration or earlier termination of this License.

Section 13. INSURANCE:

A. Grantee shall procure at its sole cost and expense and keep in effect from the date of this License and at all times until the end of the term either Comprehensive General Liability insurance or Commercial General Liability insurance applying to the use and occupancy of the Premises and the activities operated by Grantee (or any other occupant) on the Premises and providing coverage against all Grantee's liabilities pursuant to Section 13 and 15 of this Lease. Such coverage shall have a minimum combined single limit of liability of at least One Million Dollars (\$1,000,000.00) and such limit shall be increased from time to time to such amount as may be mutually acceptable to Grantor and Grantee in their reasonable judgment. All such policies shall be written to apply to all bodily injury, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term; shall be endorsed to provide that such coverage shall be primary; and that any insurance maintained by Grantor shall be excess insurance only.

B. Grantee shall furnish Grantor with acceptable evidence that the insurance is in effect and in amounts sufficient to satisfy this section. All insurance policies required by this Section shall provide that they shall not be reduced, canceled or substantially amended or modified as to terms without thirty (30) days advance written notice to Grantor. All insurance policies required to be carried under this License shall be with recognized insurance carriers, having an A rating from A. M. Best Company or like or similar rating from an equally recognized rating company, acceptable to Grantor, and shall name Grantor as an additional insured. Alternatively, either Party to this License may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the Parties understand that the Party to this License who is a member of such a program cannot name the other Party as an "additional insured" under the liability coverage provided by the joint self-insurance program. All such insurance shall provide for

severability of interests; shall provide that an act or omission of one of the named insured shall not reduce or avoid coverage to the other named insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Such coverage shall be endorsed to waive the insurer's rights of subrogation against Grantor and Grantee if such waiver can be obtained at reasonable cost.

Grantee shall deliver to Grantor on or before the date on which the term commences, and thereafter at least ten (10) days before the expiration dates of expiring policies, certified copies of its insurance policies, or a certificate evidencing the same issued by the insurer thereunder, showing that all premiums have been paid for the full policy period; and in the event Grantee shall fail to procure such insurance, or to deliver such policies or certificates, Grantor may, at its option and in addition to Grantor's other remedies in the event of a default by Grantee hereunder, procure the same for the account of Grantee, and the cost thereof shall be paid to Grantor within ten (10) days following written demand therefor.

Section 14. HAZARDOUS SUBSTANCES - GRANTEE'S OBLIGATIONS: Grantee shall not, without Grantor's prior written consent, keep on or about the licensed Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing components designated as hazardous, dangerous, toxic or harmful (collectively referred to as "hazardous substances"), and/or which are subject to regulation by any federal, state or local law, regulation, statute or ordinance. With respect to any hazardous substances, Grantee shall:

A. Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers.

B. Submit to Grantor true and correct copies of all reports, manifests and identification

numbers at the same time as they are required to be and/or submitted to the appropriate governmental authorities.

C. Within five (5) days of Grantor's request, submit written reports to Grantor regarding Grantee's use, storage, treatment, transportation, generation, disposal or sale of hazardous substances and provide evidence satisfactory to Grantor of Grantee's compliance with the applicable governmental regulation.

D. Allow Grantor or Grantor's agents or representatives to come on the licensed Premises during regular business hours, and after hours with three (3) hours advance notice to Grantee, to check Grantee's compliance with all applicable governmental regulations regarding hazardous substances.

E. Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain hazardous substances (if minimum standards or levels are applicable to hazardous substances present on the Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this License); and

F. Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of hazardous substances.

Any and all costs incurred by Grantor and associated with Grantor's special or non-routine inspection of Grantee's Premises and Grantor's monitoring of Grantee's compliance with this section, and including Grantor's attorneys' fees and costs, shall be additional use consideration payment and shall be due and payable to Grantor immediately upon demand by Grantor. However, Grantor shall solely bear the expense of inspections made on a routine basis, without reasonable cause to believe that Grantee is in violation of this section.

Grantee shall be fully and completely liable to Grantor for any and all cleanup costs and any and all other charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Grantee's use, disposal, transportation, generation and/or sale of hazardous substances, in or about the licensed Premises.

Grantee shall indemnify, defend and save Grantor harmless from any and all of the costs, fees, penalties and charges assessed against or imposed upon Grantor (as well as Grantor's attorneys' fees and costs) as a result of Grantee's use, disposal, transportation, generation and/or sale of hazardous substances.

Upon Grantee's default under this section, in addition to the rights and remedies set forth elsewhere in this License, Grantor shall be entitled to the following rights and remedies:

A. At Grantor's option, to terminate this License immediately; and

B. To recover any and all damage associated with the default, including, but not limited to cleanup costs and charges, civil and criminal penalties and fees, loss of business and sales by Grantor and other Grantees of the licensed Premises, and any and all damages and claims asserted by third parties and Grantor's attorneys' fees and costs.

The provisions of this section shall survive the expiration or earlier termination of this License.

Section 15. ASSIGNMENT/SUBLETTING: Grantee shall not assign this License nor sublet the whole or any part of the Premises without the written consent of Grantor. Any such assignment or sublicense shall not relieve Grantee from the responsibility of paying the use fees accruing under this License or from keeping and performing all other obligations herein imposed upon and assumed by it. It is understood and agreed that any consent by Grantor to any assignment or subletting by Grantee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Grantor to refuse to consent to any subsequent assignment or subletting.

Section 16. **QUIET ENJOYMENT:**

A. Grantee, upon paying the use fee and all other sums and charges to be paid by it as herein provided, and observing and keeping all covenants, warranties, agreements, and provisions of this License on its part to be kept, shall quietly have and enjoy the Premises during the License term, subject to the provisions herein, without hindrance by Grantor.

B. Grantor warrants that it has fee simple title to the Premises and the power and authority to execute this License and to carry out and perform all covenants to be performed by it hereunder.

Section 17. **ACCESS:** Grantor or Grantor's agents and designees shall have the right to enter upon the Premises at all reasonable times to examine the Premises and to exhibit the Premises to prospective purchasers and prospective lessees, and Grantor shall at all times be provided a key for independent access to the Premises.

Section 18. **CURE BY GRANTOR:** If Grantee shall default in the performance of any provision under this License, Grantor, at its option, may perform the same for the account and at the expense of Grantee. Upon notification to Grantee of the cost thereof to Grantor, Grantee shall promptly reimburse Grantor the amount of that cost, plus interest at the rate of twelve (12%) percent per annum from the date of incurring of such cost to the date of repayment. In the event of such default by Grantee, Grantor may enter upon the Premises for the purpose of causing such provisions to be fulfilled. Such entry shall not be deemed a termination of Grantee's License. Grantor's action hereunder shall not be deemed a waiver of Grantee's default. Grantor, at its option, without relinquishing any remedy or right, may separately commence proceedings against Grantee for reimbursement of Grantor and for any other remedies for breach of this License.

Section 19. **BANKRUPTCY AND INSOLVENCY:** If, after the commencement of the

License term:

- A. Grantee shall be adjudicated a bankrupt or adjudged to be insolvent; or
- B. A receiver or trustee shall be appointed for Grantee's property and affairs; or
- C. Grantee shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for reorganization or shall make application for the appointment of a receiver; or
- D. Any execution or attachment shall be issued against Grantee or any of Grantee's property, whereby the Premises or any buildings or improvements thereon shall be taken or occupied or attempted to be taken or occupied by someone other than Grantee, except as may herein be permitted, and such adjudication, appointment, assignment, petition, execution, or attachment shall not be set aside, vacated, discharged, or bonded within ninety (90) days after the issuance of the same, then a default hereunder shall be deemed to have occurred so that the provisions of Section 19 hereof shall become effective and Grantor shall have the rights and remedies provided therein. Notwithstanding anything to the contrary hereinabove contained, upon the occurrence of a default pursuant to this Section 18, if the use payments due and payable hereunder shall continue to be paid and the other covenants, provisions and agreements of this License on Grantee's part to be kept and performed shall continue to be kept and performed, no event of default shall have been deemed to have occurred and the provisions of Section 20 hereof shall not become effective.

Section 20. DEFAULT:

- A. In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided, Grantee shall be in default of this License:
 - 1. The occurrence of any event set forth in Section 22 hereof, without the curing of same as therein provided; or
 - 2. The filing of a petition by or against Grantee for adjudication as a bankrupt,

or for reorganization or agreement, or for any similar relief, under the Bankruptcy Code as now or hereafter amended; or

3. Grantee's failure to pay any installment of use payment when the same shall be due and payable and the continuance of such failure for a period of three (3) days; provided however that no such failure to pay is caused by Grantor's breach of this agreement; or

4. Grantee's failure to perform any of the other covenants, provisions, and agreements herein contained on Grantee's part to be kept or performed and the continuance of such failure without the curing of same for a period of ten (10) days after receipt by Grantee of notice in writing from Grantor specifying in detail the nature of such failure, or Grantee shall not cure said failure as provided in Paragraph B of this Section 20, then Grantor may, at its option, give to Grantee written notice of election to terminate the License term upon a date specified in such notice, which date shall not be less than twenty (20) business days (Saturdays, Sundays and legal holidays excluded) after the date of receipt by Grantee of such notice from Grantor. Upon the date specified in said notice, the term and estate hereby vested in Grantee shall cease and any and all other right, title, and interest of Grantee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire License term had elapsed, but Grantee shall continue to be liable to Grantor as provided herein. Simultaneously with the sending of the notice to Grantee, as hereinabove provided, Grantor shall send a copy of such notice to any subgrantee of the Premises or portions thereof that Grantor may select, in writing from time to time, and any additional persons or parties having an interest in the Premises that Grantor may select, in writing, from time to time. The curing of any default within the above time limits by any of the aforesaid Parties or combination thereof, shall constitute a curing of any default hereunder with like effect as if Grantee had cured the same hereunder.

B. In the event that Grantor gives notice of a default of such a nature that it cannot be

cured within the period prescribed in Paragraph A4 of this Section 20, then such default shall not be deemed to continue, so long as Grantee, after receiving such notice, proceeds to cure the default as soon as reasonably possible and continues to take all steps necessary to complete the same within a period of time which, under all prevailing circumstances, shall be reasonable. No default under Paragraph A4 of this Section 20 shall be deemed to continue if and so long as Grantee shall be proceeding to cure the same as provided for in this subsection B.

C. In the event that any default of Grantee shall be cured in any manner hereinabove provided, Grantee's rights hereunder shall continue unaffected by such default.

D. Upon any uncured default or termination of the License, or at any time thereafter, Grantor may, in addition to and without prejudice to any other rights and remedies Grantor shall have at law or in equity, re-enter the Premises and recover possession thereof and dispossess any or all occupants of the Premises in the manner prescribed by statute relating to summary proceedings, or similar statutes; but Grantee in such case shall remain liable to Grantor as provided herein.

E. In case of any such default, re-entry, termination and/or disposition by summary proceedings:

1. The use payments shall become due thereupon and be paid up to the time of such re-entry, termination and/or disposition;

2. Grantor may re-let the Premises or any part thereof, either in the name of Grantor or otherwise, for a term which may, at Grantor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this License and may grant concessions or free rent; and

Grantor, at its option, may make such alterations, repairs, replacements, and/or decorations in the Premises as Grantor, in Grantor's sole judgment, considers advisable and necessary for the purpose

of re-letting the Premises; and the making of such alterations, repairs, replacements, and/or decorations shall not operate or be construed to release Grantee from liability hereunder. Grantor agrees to mitigate in good faith all damages and to re-let the Premises in the event of any default specified herein.

Section 21. **WAIVERS:** Failure of Grantor to complain of any act or omission on the part of Grantee, no matter how long the same may continue, or the receipt of use payments by Grantor with knowledge of any breach or default of this License by Grantee, shall not be deemed to be a waiver by Grantor of any of its rights herein. No waiver by Grantor at any time, express or implied, of any breach of any provision of this License shall be deemed a waiver of any subsequent breach of the same or any other provision. Failure of Grantor to insist upon strict performance or to exercise any option herein conferred in any one or more instances in the event of default shall not be construed to be a waiver or relinquishment of any such or any other right herein extended to the Grantor.

Section 22. **GOVERNMENTAL REGULATIONS:** During the License term, Grantee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, town, and city governments and of all other governmental authorities affecting the Premises or appurtenances thereto or any part thereof whether the same are in force at the commencement of the License term or may in the future be passed, enacted, or directed, and Grantee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, claims, and demands, including reasonable counsel fees, that may in any manner arise out of or be imposed because of the failure of Grantee to comply with the covenants of this Section 22.

Section 23. **NOTICE OF LITIGATION AND COUNSEL FEES:**

A. Within ten (10) days of Grantee having knowledge of any litigation or other proceeding that shall be commenced against Grantee related to this License or against the Premises to

secure or recover possession thereof or that may affect the interests of Grantor in the Premises, Grantee shall give written notice thereof to Grantor.

B. In the event any Party shall bring suit to compel performance of or to recover for any breach of any covenant, agreement or condition of this License, the prevailing Party in said action shall be entitled to recover from the other Party costs and reasonable attorney's fees.

C. Notwithstanding anything to the contrary hereinabove contained, in the event that Grantor is made a party to litigation against the Grantee, relating to the Premises, or against the Premises commenced by a third party, wherein Grantor is not at fault, Grantee shall pay, upon demand, all of Grantor's counsel fees and costs.

Section 24. NOTICES: Every notice, consent or other communication authorized or required by this License shall be deemed to be sufficient if in writing, and sent postage prepaid by registered or certified mail, return receipt requested, directed to the other Party at the address listed below, or at such other address as the other Party may designate by notice given from time to time in accordance with this section. In the event a Party notifies the other in writing of a change of address in accordance with this section, said address shall substitute for the address listed below for all subsequent notices.

Notices shall not be deemed effective unless personally served or delivered by mail in the manner provided by this section:

Grantor:	Pendleton Woolen Mills Attention: John Bishop 220 NW Broadway Portland, OR 97209-3509
Grantee:	Port of Camas-Washougal Attention: 24 South "A" Street Washougal, WA 98671

Notice for all purposes shall be deemed given upon the date of mailing as provided in this

Section 24.

Section 25. **RIGHTS CUMULATIVE:** The rights, powers, and remedies of Grantor, as provided herein, shall be deemed to be cumulative, and no one of them shall be exclusive of any other, or of any other right, power, or remedy allowed by law.

Section 26. **TIME OF THE ESSENCE:** Time and punctual and exact performance and observation by Grantor and Grantee of the provisions herein are of the essence of this License.

Section 27. **SEVERABILITY:** In the event that any provision of this License shall be declared invalid by any court of competent jurisdiction, such provisions shall be severed from this License, and such declaration shall not affect the remainder of this License. This License shall remain in full force and effect for the balance of its License term.

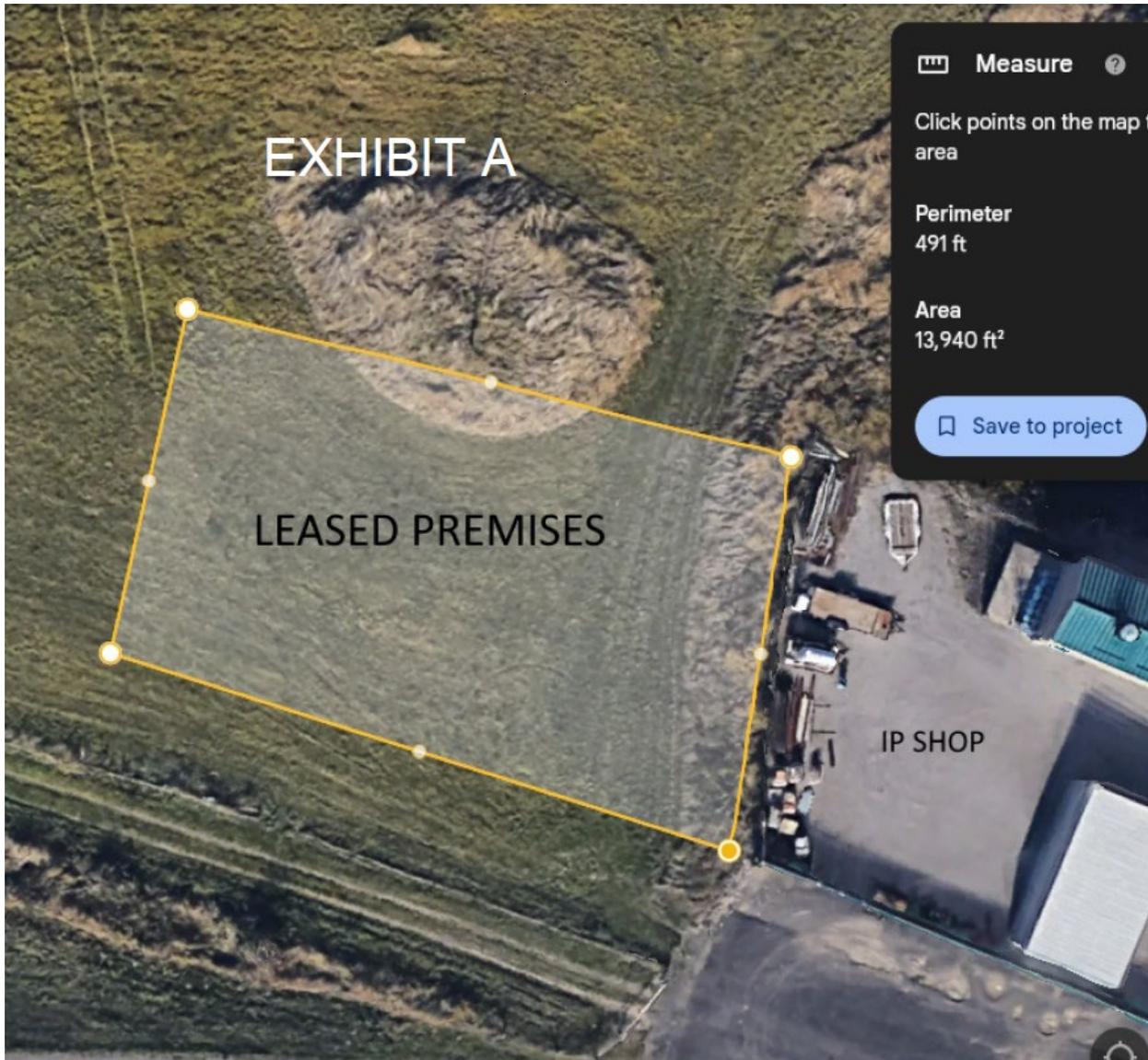
Section 28. **INTERPRETATION:** Whenever the singular number is used herein, the same shall include the plural, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only. Upon any sale or assignment of the interest of either Grantor or Grantee herein, their respective successors in interest shall, during the term of this ownership of their respective estates herein, be deemed to be Grantor or Grantee, as the case may be.

Section 29. **ENTIRE AGREEMENT:** This License constitutes and shall be construed as the entire agreement of the Parties. No oral statement shall have any force or effect. This License shall not be modified or canceled except by writing subscribed by Grantor and Grantee.

IN WITNESS WHEREOF, the Parties have executed this License in duplicate this ____ day of _____, 2024.

SIGNATURES APPEAR ON NEXT PAGE

EXHIBIT A



PORT OF CAMAS WASHOUGAL COMMISSION

Resolution 5-24

A Resolution of The Port of Camas Washougal Commission Authorizing The Sale Of Vessel By Public Auction To Recover Amounts Owed.

WHEREAS, on 01/24/2024, the Port of Camas/Washougal, Washington ("Port") impounded the following vessel for failure of the owners to pay moorage and other charges owed to the Port:

2020 Seadoo Black/Yellow
HIN # YDV83790D919
Washington Reg # WN3732SU EXP June 2021 ("Vessel").

WHEREAS, the names and address of last known person(s) who claim an ownership interest in the Vessel are Armando Diaz, of 254 29th St. Apt 1, Washougal, WA 98671 ("Owner").

WHEREAS, the Port provided notification to the presumed Owners by registered mail at their last known address. Over ninety days has since elapsed, and the Vessel is now conclusively presumed to have been abandoned by the Owners.

WHEREAS, RCW 53.08.320 provides that if a vessel moored or stored at a moorage facility is abandoned, the Port may, by resolution of its legislative authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as prescribed by law.

WHEREAS, Port Staff seeks Commission approval to authorize the sale of the Vessel as provide by state law to recoup amounts owed.

NOW, THEREFORE, be it resolved that:

1. Sale Authorized. The Port of Camas-Washougal Commission authorizes the sale of the Vessel as provide by state law to recoup amounts owed to the Port, at a date and time determined by Port Staff.
2. Notice of Sale Required. Before the Vessel is sold, the Vessel Owners shall be given at least twenty days' notice of the sale by registered mail, which notice shall contain the time and place of the sale, a reasonable description of the Vessel to be sold, and the amount of port charges owed. The same notice of sale also shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in Clark County.
3. Notice of Possible Litigation. The Port's notice shall also advise that before the Vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in Clark County superior court to contest the validity of the impoundment or the amount of the port charges owing. Such lawsuit must be commenced within ten days of the date the registered mail was sent, or the right to a hearing shall be deemed waived and the Owners shall be liable for any port charges owed to the Port. In the event of litigation, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.
4. Method to Avoid Sale. At any time prior to the sale, the Owner(s) may regain possession of the Vessel by paying all Port charges and expenses related to the Vessel, and by making immediate arrangements to remove the Vessel from Port property.

5. Sale Terms. The Vessel shall be sold without warranty or representation as to its condition or seaworthiness. The Vessel shall be sold to the highest and best bidder for cash, cashier's check, or money order, payable at the time of sale. The Port may bid all or part of its port charges at the sale and may become a purchaser at the sale.

6. Sale Proceeds. The proceeds of the Vessel's sale shall first be applied to the payment of Port charges. The balance, if any, shall be paid to the Owners. If the Port using reasonable due diligence cannot locate the Owners within one year of the sale date, any excess funds from the sale shall revert to the State of Washington derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable port charges, the Port moorage facility operator is entitled to assert a claim for a deficiency.

7. Vessel Title If No Sale. If no one purchases the Vessel at the sale, or the Vessel is not removed from the Port premises or other arrangements are not made within ten days of sale, title to the Vessel will revert to the Port, as provided by law.

ADOPTED this 20th day of March, 2024 by the Port of Camas Washougal Commission.

Port of Camas-Washougal Staff Report

DEPARTMENT: Accounts Receivable

FOR THE AGENDA OF: 03/06/2024

RECOMMENDATION: 03/06 Discussion/ 03/20 Approve Auction Sale of Jet Ski

SUMMARY:

Tenant in Slip FW-13 is past due on moorage in the amount of \$824.00. Tenant's Jet Ski was locked up on 01/24/2024. Amount due is subject to increase up to auction day for moorage/late fees/collection fees.

Tenant: Armando Diaz

Watercraft: 2020 Seadoo Black/Yellow

HN: YDV83790D919 /Tenant purchased on 02/21/2022 did not register in name. Report of sale was made to Washington State Dept. of Licensing on 02/21/2022 by previous owner.

On 01/24/2024 the following was sent USPS certified and regular mail:

- 90-day foreclosure warning account statement.
- Port late & collection policy.
- RCW 53.08.320
- Secured notification.

The USPS certified mail was returned to the Port unopened labeled return to sender/unable to forward.

The Port needs approval from the Commissioners to sale Jet Ski at Auction to recover lost revenue for non-payment of moorage. Auction date will be 04/23/2024 with a prior 20-day public notice published.

BUDGET IMPACT: None

SUSTAINABILITY IMPLICATIONS (please describe): None

DEI IMPLICATIONS (please describe): None

NOTICE OF PUBLIC SALE

TO: Armando Diaz

AND TO: ALL MEMBERS OF THE PUBLIC

On January 24, 2024, the Port of Camas-Washougal, Washington impounded the following vessel for failure of the owners to pay moorage and other charges owed to the Port:

2020 Seadoo Black/Yellow
HIN No: YDV83790D919
Washington Registration: WN3732SU

Name and address of last known person(s) who claim an ownership interest in the vessel:

Armando Diaz
254 29th Street Apt. #1
Washougal, WA 98671

PLEASE TAKE NOTICE that the vessel described above will be sold at public auction on *Tuesday, April 23, 2024, at 9:00 a.m.*, at the Port offices located at 24 South "A" Street, Washougal, Washington, for the purpose of satisfying the cost of sale and Port charges.

The amount of Port charges owing on said vessel totaled \$824.00 as of March 06, 2024. In addition, costs and fees related to this sale, and charges related to the vessel through the date of sale, will be added to the total obligation of the last known owners(s) to the Port. At any time prior to the sale, the owner(s) may regain possession of the vessel by paying all Port charges and expenses related to the vessel, and by making immediate arrangements to remove the vessel from Port property.

Before the sale, any person seeking to contest the validity of the impoundment of the vessel or the amount of Port charges, and desiring to redeem the vessel, may commence a lawsuit in Clark County Superior Court. FAILURE TO COMMENCE A LAWSUIT WITHIN THE TIME LIMITS SPECIFIED IN RCW 53.08.320 AND PORT RESOLUTION NO. 3-88 (10 DAYS FROM RECEIPT OF NOTICE OF SALE) WILL BE DEEMED A WAIVER OF SAID LAWSUIT.

The sale shall be conducted by public bid, and the Port may bid all or any portion of the Port's charges and costs of sale, and may become a purchaser at the sale. The vessel shall be sold without warranty or representation as to its condition or seaworthiness. The vessel shall be sold to the highest and best bidder for cash, cashier's check, or money order, payable at the time of sale. All proceeds of sale shall be applied first to Port charges and costs of sale with the balance, if any, to be paid to the last known owner(s). If the sale is for an amount less than the applicable Port charges and costs of sale, the Port is entitled to assert a claim for a deficiency.

Any person who wishes information concerning the vessel or the sale, or to inspect or view the vessel prior to sale, should contact the Port's Accounts Receivable Manager, Jen West, at (360) 835-2196.

DATED: March 06, 2024.

/s/ David Ripp
David Ripp, Port Chief Executive Officer Director

THE COLUMBIAN: Please publish on or before March 27, 2024.

NEW Port of Camas-Washougal

Customer Ledgers

For the Period From Jan 1, 2024 to Mar 6, 2024

Filter Criteria includes: 1) IDs from 126301 to 126301. Report order is by Name. Report is printed in Detail Format.

Customer ID Customer Bill To Contact	Date	Trans N	Purch Order #	Debit Amt	Credit Am	Balance
126301	1/1/24	Balance				366.00
Armando, Diaz	1/1/24	164181	Slip FW-13	96.00		462.00
Slip FW-13 WR ID	1/11/24	m13738	Late Fee	50.00		512.00
	1/24/24	m13763	Lock Up Fee	50.00		562.00
	1/24/24	m13764	Certified Mailing	20.00		582.00
	2/1/24	164780	Slip FW-13	96.00		678.00
	2/15/24	m13800	Late Fee	50.00		728.00
	3/1/24	164991	Slip FW-13	96.00		824.00
Report Total				458.00		824.00
				458.00		824.00

PDF RCW 53.08.320**Moorage facilities—Rules authorized—Port charges, delinquency—Abandoned vessels, public sale.**

A moorage facility operator may adopt all rules necessary for rental and use of moorage facilities and for the expeditious collection of port charges. The rules may also establish procedures for the enforcement of these rules by port district, city, county, metropolitan park district or town personnel. The rules shall include the following:

(1) Procedures authorizing moorage facility personnel to take reasonable measures, including the use of chains, ropes, and locks, or removal from the water, to secure vessels within the moorage facility so that the vessels are in the possession and control of the moorage facility operator and cannot be removed from the moorage facility. These procedures may be used if an owner mooring or storing a vessel at the moorage facility fails, after being notified that charges are owing and of the owner's right to commence legal proceedings to contest that such charges are owing, to pay the port charges owed or to commence legal proceedings. Notification shall be by registered mail to the owner at his or her last known address. In the case of a transient vessel, or where no address was furnished by the owner, the moorage facility operator need not give such notice prior to securing the vessel. At the time of securing the vessel, an authorized moorage facility employee shall attach to the vessel a readily visible notice. The notice shall be of a reasonable size and shall contain the following information:

(a) The date and time the notice was attached;

(b) A statement that if the account is not paid in full within ninety days from the time the notice is attached, the vessel may be sold at public auction to satisfy the port charges; and

(c) The address and telephone number where additional information may be obtained concerning release of the vessel.

After a vessel is secured, the operator shall make a reasonable effort to notify the owner by registered mail in order to give the owner the information contained in the notice.

(2) Procedures authorizing moorage facility personnel at their discretion to move moored vessels ashore for storage within properties under the operator's control or for storage with private persons under their control as bailees of the moorage facility, if the vessel is, in the opinion of port personnel a nuisance, if the vessel is in danger of sinking or creating other damage, or is owing port charges. Costs of any such procedure shall be paid by the vessel's owner. If the owner is not known, or unable to reimburse the moorage facility operator for the costs of these procedures, the mooring facility operators may seek reimbursement of ninety percent of all reasonable and auditable costs from the derelict vessel removal account established in RCW 79.100.100.

(3) If a vessel is secured under subsection (1) of this section or moved ashore under subsection (2) of this section, the owner who is obligated to the moorage facility operator for port charges may regain possession of the vessel by:

(a) Making arrangements satisfactory with the moorage facility operator for the immediate removal of the vessel from the moorage facility or for authorized moorage; and

(b) Making payment to the moorage facility operator of all port charges, or by posting with the moorage facility operator a sufficient cash bond or other acceptable security, to be held in trust by the moorage facility operator pending written agreement of the parties with respect to payment by the vessel owner of the amount owing, or pending resolution of the matter of the charges in a civil action in a court of competent jurisdiction. After entry of judgment, including any appeals, in a court of competent jurisdiction, or after the parties reach agreement with respect to payment, the trust shall terminate and the moorage facility operator shall receive so much of the bond or other security as is agreed, or as is necessary to satisfy any judgment, costs, and interest as may be awarded to the moorage facility operator. The balance shall be refunded immediately to the owner at his or her last known address.

(4) If a vessel has been secured by the moorage facility operator under subsection (1) of this section and is not released to the owner under the bonding provisions of this section within ninety days after notifying or attempting to notify the owner under subsection (1) of this section, the vessel shall be conclusively presumed to have been abandoned by the owner.

(5) If a vessel moored or stored at a moorage facility is abandoned, the moorage facility operator may, by resolution of its legislative authority, authorize the public sale of the vessel by authorized personnel to the highest and best bidder for cash as prescribed by this subsection (5). Either a minimum bid may be established or a letter of credit may be required, or both, to discourage the future reabandonment of the vessel.

(a) Before the vessel is sold, the owner of the vessel shall be given at least twenty days' notice of the sale in the manner set forth in subsection (1) of this section if the name and address of the owner is known. The notice shall contain the time and place of the sale, a reasonable description of the vessel to be sold, and the amount of port charges owed with respect to the vessel. The notice of sale shall be published at least once, more than ten but not more than twenty days before the sale, in a newspaper of general circulation in the county in which the moorage facility is located. Such notice shall include the name of the vessel, if any, the last known owner and address, and a reasonable description of the vessel to be sold. The moorage facility operator may bid all or part of its port charges at the sale and may become a purchaser at the sale.

(b) Before the vessel is sold, any person seeking to redeem an impounded vessel under this section may commence a lawsuit in the superior court for the county in which the vessel was impounded to contest the validity of the impoundment or the amount of the port charges owing. Such lawsuit must be commenced within ten days of the date the notification was provided pursuant to subsection (1) of this section, or the right to a hearing shall be deemed waived and the owner shall be liable for any port charges owing the moorage facility operator. In the event of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

(c) The proceeds of a sale under this section shall first be applied to the payment of port charges. The balance, if any, shall be paid to the owner. If the owner cannot in the exercise of due diligence be located by the moorage facility operator within one year of the date of the sale, the excess funds from the sale shall revert to the derelict vessel removal account established in RCW 79.100.100. If the sale is for a sum less than the applicable port charges, the moorage facility operator is entitled to assert a claim for a deficiency.

(d) In the event no one purchases the vessel at a sale, or a vessel is not removed from the premises or other arrangements are not made within ten days of sale, title to the vessel will revert to the moorage facility operator.

(6) The rules authorized under this section shall be enforceable only if the moorage facility has had its tariff containing such rules conspicuously posted at its moorage facility at all times.

[2011 c 247 § 3; 2002 c 286 § 23; 1986 c 260 § 2; 1985 c 7 § 124; 1983 c 188 § 2.]

NOTES:

Effective date—2002 c 286: See RCW 79.100.901.

Severability—Construction—Savings—1983 c 188: See notes following RCW 53.08.310.