

PRELIMINARY AGENDA FOR REGULAR MEETING

April 2, 2025

I. OPEN SESSION

12:00 PM

Pledge of Allegiance

PUBLIC COMMENT: ITEMS ON THE AGENDA

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.

City of Camas/City of Washougal Updates

II. EXECUTIVE SESSION

12:05 PM

RCW 42.30.110 (1) & RCW 42.30.110 (1)(i)(iii)

One matter related to consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price related to legal risks of a proposed action that the agency has identified when public discussion of the legal risks is likely to result in an adverse legal of financial consequence to the agency. **No decisions will be made.**

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 March 19, 2025.

B. Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

C. Lease Termination Building 20, Bay 104-Grit Overland- Director of Business & Real Estate Derek Jaeger

D. Lease Building 20, Bay 104- Fresh Perspective- Director of Business & Real Estate Derek Jaeger

E. CEO Certification- Surplus- Director of Finance Krista Cagle

F. Agreement Regarding Occupation and Vacation of Real Property- Director of Business and Real Estate Derek Jaeger

ANNUAL PUBLIC INDUSTRIAL CORPORATION (PIC) MEETING

IV. Approval of 2024 Minutes – Director of Finance Krista Cagle

V. Election of Officers for 2025 – Director of Finance Krista Cagle

(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

G. Agreement Regarding Occupation and Vacation of Real Property

STAFF REPORTS & COMMENTS

COMMISSIONER REPORTS & DISCUSSION

ADJOURN

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

<u>Date</u>	<u>Meeting</u>
May 14-16th, 2025	WPPA Spring Meeting

(*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

Passcode: 154722 or via this video link:

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

**MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
March 19, 2025**

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, March 19, 2025, at 12 p.m.

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

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

PUBLIC COMMENT #1 (Items on the Agenda):

No comments.

City of Washougal

Council Member Molly Coston:

Coston stated the City is in the middle of comprehensive planning. Coston stated the planning process should go through the end of this year. Coston stated the City of Washougal has several events coming up.

CONSENT ITEMS

Minutes & Checks

The minutes from the Regular Meeting on March 5, 2025, the 41st Street Scope of Work Amendment #2, electronic payments, and the issuance of general fund checks 10112-10142 and voided checks 10060 & 10111 totaling \$223,882.39 were presented for approval. After a brief discussion, Commissioner Keister made a motion, seconded by Commissioner Spencer, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION ITEMS:

Resolution 3-25 - Supporting the Camas-Washougal Regional Fire Authority (RFA) Ballot Measure - CEO Trang Lam:

Lam stated the title of the resolution - A RESOLUTION supporting the City of Camas and the City of Washougal ballot measure Joint Resolution No. 24-018; 1246 (Proposition No. 1) entitled Creation of Camas-Washougal Regional Fire Protection Service Authority, to form a Regional Fire Authority (RFA) to be known as the Camas-Washougal Fire Authority. This measure supports the creation of the Camas-Washougal Regional Fire Protection Service Authority. Lam

stated the Port has assets in both Camas and Washougal and it is important for the community, which includes our recreational users and business tenants, to receive efficient and sustainable emergency services. Lam stated due to a growing community the demand for emergency services has grown. Commissioner Marshall stated the RFA seems like a great fit due to how efficient and transparent it will become. Approval will be requested during action items.

Lease Termination Building 12-Bay 2 PFS- Director of Business & Real Estate Derek

Jaeger:

Jaeger stated the lease termination was originally discussed at the December 17th regular meeting. Jaeger stated there had been an update regarding the move-out date for the tenant. Jaeger stated the official termination date will be March 31st where it was previously set for February. Jaeger stated otherwise there had been no changes. Approval will be requested during action items.

Lease-Building 12-Bay 2 Generator Guy- Director of Business & Real Estate Derek Jaeger:

Jaeger stated Generator Guy will start their lease in Building 12 as of April 1st. Jaeger stated he had added a sentence in the Generator Guy lease surrounding move-out flexibility. Approval will be requested during action items.

Project Completion- Black Pearl Pathway- Environmental Project Manager Jennifer

Taylor:

Taylor explained Green Construction Inc. has completed the Black Pearl Pedestrian Pathway. The total project cost was \$226,361.00. Taylor stated the new pathway features lighting and rail to improve safety for pedestrians walking to and from Washougal Waterfront Park to the marina area. Approval will be requested during action items.

Contract Award- 2025 Slurry Seal Projects- Environmental Project Manager Jennifer

Taylor:

Taylor explained the Port's 2025 slurry seal projects include pavement improvements to the Grove Field entrance and the parking lots of buildings 6, 9, and 17 in the Industrial Park. Taylor stated the slurry seal will improve the longevity of these surfaces. Taylor stated the award construction contract went to the Quam's Handyman for \$46,150.65 which was much lower than originally budgeted for. Approval will be requested during action items.

PUBLIC COMMENT #2:

Bob Martilla of Washougal:

Martilla thanked the Port for installing Wi-Fi at Grove Field Airport stating it is very helpful.

ACTION ITEMS

PUBLIC COMMENT FOR THE RESOLUTION 3-25, Supporting the City of Camas and City of Washougal ballot measure Joint Resolution No. 24-018; 1246 (Proposition No. 1) to create a Regional Fire Authority:

Molly Coston of Washougal:

Coston stated she supports forming the RFA. Coston stated the Camas and Washougal communities are growing and want to ensure public safety. Coston stated between the cities there are three fire stations but often they are strained and must call other areas to help support. Coston also stated the RFA would add transparency with the budgeting process, would have their own commission, and would also undergo the Washington State auditing process.

Bob Martilla of Washougal:

Martilla stated he supports the RFA. Martilla stated that this would help with reducing training and human resources costs. Martilla added that this may also standardize the use of equipment and reduce response time to emergencies.

Resolution Supporting the Camas-Washougal RFA:

Commissioner Marshall requested formal approval of the Resolution 3-25 Supporting the Camas-Washougal RFA presented during discussion items. Upon motion by Commissioner Spencer, seconded by Commissioner Keister and carried unanimously, the approval of the Resolution Supporting the Camas-Washougal RFA on March 19, 2025.

Lease Termination Building 12-Bay 2 PFS:

Commissioner Marshall requested formal approval of the Lease Termination Building 12-Bay 2 PFS presented during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Keister and carried unanimously, the approval of the Lease Termination Building 12-Bay 2 PFS effective March 19, 2025.

Lease-Building 12-Bay 2 Generator Guy:

Commissioner Marshall requested formal approval of the Lease-Building 12-Bay 2 Generator Guy during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Keister and carried unanimously, the approval of the Lease-Building 12-Bay 2 Generator Guy effective March 19, 2025.

Project Completion- Black Pearl Pathway:

Commissioner Marshall requested formal approval of the Project Completion- Black Pearl Pathway during discussion items. Upon motion by Commissioner Keister seconded by Commissioner Spencer and carried unanimously, the approval of the Project Completion- Black Pearl Pathway effective March 19, 2025.

Contract Award-2025 Slurry Seal Projects:

Commissioner Marshall requested formal approval of the Contract Award- 2025 Slurry Seal Projects during discussion items. Upon motion by Commissioner Spencer seconded by Commissioner Keister and carried unanimously, the approval of the Contract Award- 2025 Slurry Seal Projects effective March 19, 2025.

STAFF REPORTS & COMMENTS

CEO Trang Lam:

Lam stated March is Women’s History Month. Lam stated she had the opportunity to join other women leaders in Clark County at the Inspire Hers conference put on by the Greater Vancouver Chamber. Lam stated that HR Manager Jen West, Commissioner Marshall, and Director of Finance Krista Cagle all attended with her. Lam stated the conference provided a great opportunity for the Port to join the larger community through partnerships and formed connections. Lam mentioned she had the opportunity to join a smaller group of women leaders yesterday for a luncheon. Lam stated they spoke about the various impacts around Clark County. Lam stated the Port finished the community engagement portion of the strategic planning process.

Lam stated there will be a workshop with the commission in April regarding the strategic plan. Lam mentioned the Port is currently 75% through the planning process. Lam stated the Port plans on hosting an open house on April 30th that will soon be posted to social media and other outlets. Lam stated she had been working with the City of Washougal's Creative District committee and sat in on their first meeting. Lam explained she had been tracking industrial symbiosis and having conversations surrounding how industries can be more efficient with energy sharing. Lam also mentioned she met with the WSDOT aviation planner.

Director of Finance Krista Cagle:

Cagle stated staff did the second run of accounts payable through the new accounting software. Cagle explained Accountant Jackie Cimino is now finalizing accounts receivable. Cagle explained in April the Port's statements and invoices should be fully achieved through the new system. Cagle stated she is working on a close-year report and finalizing a few things for the Port's annual State audit which will start on March 31st.

Director of Business & Real Estate Derek Jaeger:

Jaeger stated he had spoken with American Cruise Lines regarding their schedule change. Jaeger said originally, they were to dock at the Port on March 26th, but it has been pushed back to the 30th. Jaeger explained this will be their first docking of their 2025 season. Jaeger mentioned there had been budget cuts to the CTE program at Washougal School District. Jaeger stated the Industry Hiring Fair will be at Washougal High School on March 27th. Jaeger stated he had been busy with 8 tenants moving in and out of the industrial park between now and June.

Director of Facilities Eric Plantenberg:

Plantenberg stated the broken pilings on the Breakwater dock are being repaired today. Plantenberg stated the maintenance team will go in and replace lighting in Building 12 and afterwards the Port's buildings will be fully equipped with LED lighting. Plantenberg explained the boat house should be shipped on the 23rd and will take 7-10 days to get to the Port. Plantenberg added the water will be turned on in the Marina on Monday. Plantenberg stated the fuel system at the Airport is currently down.

Environmental Project Manager Jennifer Taylor:

Taylor stated she is working on 2025 projects and starting next month, the planning process for the 2026 projects will start. Taylor stated she will find out if these projects are consistent with the 5-year capital plan.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Keister:

Keister stated he will attend the CREDC executive session tomorrow morning. Keister stated their budget has been cut in half this year. Keister stated he will attend the Clark PUD engagement meeting on the 25th. Keister thanked Commissioner Spencer for testifying in Olympia regarding the state bill that would extend the term for Port commissioners from a 4 year term to a 6 year term.. Keister stated he will attend the WPPA spring meeting on May 14th in Spokane.

Commissioner Spencer:

Spencer stated Commissioner Lewallan from the City of Camas mentioned having their own seat at RTC. Spencer explained he would have no objection except for the fact that everyone would follow suit. Spencer stated he will be out on vacation in April and will join the April 2nd meeting via Zoom.

Commissioner Marshall:

Marshall stated it was great to go with staff to the Inspire Hers conference. Marshall stated she sat next to the Vancouver Clinic COO and spoke about the shortage of medical technicians. Marshall stated she was happy with the industrial symbiosis talk and that Taylor worked at length to try and get initial information. Marshall stated she sits on a climate action sub-committee for the City of Camas's comprehensive plan update, and they had added another meeting regarding climate recommendations next Thursday the 27th. Marshall also stated she will attend the WPPA spring meeting on May 14th in Spokane.

The meeting was adjourned at 12:43 pm.

**MINUTES OF THE ANNUAL MEETING OF THE BOARD OF DIRECTORS
of the
PUBLIC INDUSTRIAL CORPORATION
PORT OF CAMAS WASHOUGAL
March 6, 2024**

By: Mackenzey Thomason, Administrative Assistant

A meeting of the Board of Directors of the Public Industrial Corporation (PIC) of the Port of Camas-Washougal was held at the Port Offices, 24 South 'A' Street, Washougal WA, on Wednesday, March 6, 2024, at 12:16 p.m., during a recess of the regular meeting of the Commissioners of the Port of Camas-Washougal. It was noted that special notice of the meeting date, time, and purpose had previously been provided at least 24 hours prior to the scheduled meeting.

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

The reading of the Minutes of the annual meeting of March 1, 2023, was dispensed with, it is noted that a copy had previously been provided to all Directors. Upon motion by Director Marshall and seconded by Director Spencer it was unanimously declared to be the Order of the Board to adopt the minutes from the March 1, 2023, annual meeting as presented.

It was moved by Director Spencer, seconded by Director Marshall, and unanimously declared to be the Order of the Board to nominate and elect the following officers for the Public Industrial Corporation of the Port of Camas-Washougal for the calendar year 2024:

President:	Larry Keister
Vice-President:	Cassi Marshall
Secretary-Treasurer:	John Spencer

Brief discussion followed on the purpose of PIC.

There being no further business of the Public Industrial Corporation, the meeting was adjourned at 12:18 p.m.

PUBLIC INDUSTRIAL CORPORATION

Directors

Port of Camas-Washougal Staff Report

ITEM TITLE: Proposed Extension of Intech's Agreement Regarding Occupation and Va

COMMISSION MEETING DATE: 04/02/2025

DEPARTMENT: Business Development

SUBMITTED BY: Derek Jaeger

STAFF RECOMMENDATION: Approval

SUMMARY:

Proposed extension of Intech's Agreement Regarding Occupation and Vacation of Real Property.

BUDGET IMPACT:

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

**AGREEMENT REGARDING OCCUPATION AND VACATION
OF REAL PROPERTY**

This Agreement Regarding Occupation and Vacation of Real Property (the “**Agreement**”) is entered into February 19, 2025 (“**Effective Date**”) by and between the Port of Camas-Washougal, a Washington municipal corporation (“**Port**”) and Intech Enterprises, Inc., a Washington corporation (“**Intech**”) (collectively the “**Parties**”) relating to the termination of the Lease for the real property located at 3825 Grant Street, Washougal, WA, 98671, Industrial Building No. 9, and adjoining yard area (“**Premises**”).

Owner contact information: Derek Jaeger: Derek@portcw.com

Occupant contact information: Tom Cunning, Owner,
3825 S Grant Street
Washougal, WA. 98671
Tomc@intechenterprises.com

Witnesseth: That in consideration of the covenants and agreements herein expressed, other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, under the terms and conditions set forth herein, the Parties agree as follows:

1. **Identification of Lease.** The Port is the owner of the real property identified above. On February 2, 2021, Intech entered into a Lease with the Port (the “**Lease**”) for the premises identified in Section 2 below (the “**Lease**”).
2. **Identification of Premises.** The subject Premises is located in Clark County, Washington, as well as the fixtures and improvements placed or erected thereupon by Intech, consisting of machinery, portable buildings and equipment, office space and installation of utilities to serve the office and manufacturing area. These improvements are collectively referred to as the “**Premises**” unless context indicates otherwise and appear all as depicted in the graphic of the Premises attached as Exhibit A hereto.
3. **Sublease.** Subsequent to the execution of the Lease, Intech subleased all or a portion of the Premises to Columbia Forge aka Columbia Marine and Rail.
4. **Expiration of Lease.** The Lease and or its latest amendment (and consequently Intech’s sublease with Columbia Forge) expires on February 28, 2025.
5. **Month to Month Tenancy.** The Port and Intech agree to convert the existing Lease to a Month-to-Month tenancy of the Premises from March 1, 2025 until March 31, 2025 (the “**Move Out Date**”) for the reasons and under the terms and conditions set forth in this Agreement. The terms and conditions of the Lease not in conflict with this Agreement shall be effective during the Month-to-Month tenancy.

6. **Rent.** As of the Effective Date of this Agreement, Section 4 of the Lease shall be modified to increase the rent three percent (3%). This increase results in a new base rent of \$10,207.09 (“**Adjusted Base Rent**”) due to the Port by Intech, plus the leasehold tax, effective March 1, 2025. Intech shall also execute an assignment of the rent funds due from Colombia Forge to Intech through the term of this Agreement and including during any holdover term by Intech. Sublessee Columbia Forge’s current sub-lease payment is \$5,316.77. Notwithstanding any contribution toward the Adjusted Base Rent payment by sub-lessee Colombia Forge, Intech remains obligated to the Port for the entire amount of the Adjusted Base Rent. Payment shall be made to the Port of Camas-Washougal, and tendered to the Port’s business office located at 24 So. “A” Street, Washougal, WA 98671, before the close of business on the Move Out Date and monthly thereafter in the event of any holdover by Intech.
7. **Agreement to Vacate and Late Fee.** Intech covenants and agrees to voluntarily vacate the Premises by March 31, 2025 (“**Move Out Date**”). Intech acknowledges that it has accumulated a balance due of \$24,518.80 (under a projected balance due by March 31, 2025) (“**Balance Due**”). The Parties acknowledge that Intech has previously paid the Port a Security Deposit of \$10,121.75. This security deposit shall continue to be held by the Port and applied pursuant to the terms and conditions of the Lease and the below terms and conditions:
- A. The security deposit is given to secure Intech’s performance of all obligations under the Lease, including without limitation, the payment of rents under Section 4, the use requirements of Section 19 and the utility provisions of Section 7.
 - B. The Port shall maintain the security deposit in its general fund with all interest attributable to the Port only.
 - C. The Parties acknowledge that Intech will not be able to remove all machinery and/or debris from the Premises by the current Lease expiration date of February 28, 2025. The Parties therefore have agreed to extend the deadline for Intech to clean up the Premises to the Move Out Date. On or before March 31, 2025, Intech shall remove all machinery, items and debris from the Premises as set forth in Section 8 herein below. Satisfactory compliance with this condition of removal shall be determined by the Port in its sole discretion.
 - D. If Intech performs Section 7(C) of this Agreement on or before March 31, 2025, and is current in its rent payment and Lease obligations, and if the leased Premises has been returned to the Port in its original and sound condition, free of debris, refuse, contamination and other materials on March 31, 2025, the Port will apply the security deposit funds as a deduction from the Balance Due Total and waive the remaining balance.
 - E. Failure to comply with this Agreement shall result in Intech paying the remaining balance due (in current amount of \$14,397.05), as well as the Port’s costs associated with collection of these dues and removal of the items/debris on the Premises, including but not limited to attorneys’ fees and damages.

Nothing in this Paragraph 7 shall be deemed to waive any provision of the Lease that is intended to survive expiration of the Lease.

- 8. Condition of Premises.** Intech agrees to remove all of its personal property from the Premises by the Move Out Date. Per the Parties' former Lease, Intech has determined that all improvements shall remain upon the Premises and shall become the property of the Port. All machinery, fixtures, portable buildings and equipment installed by Intech and which are adapted only for the special use of Intech, shall be considered to be trade fixtures and may be removed at the termination of the Lease by Intech ("Trade Fixtures"). A list of the Trade Fixture is attached as **Exhibit B** hereto. Intech shall, at its own expense, repair all damage caused by the removal of Trade Fixtures and shall restore the Premises to its same condition as immediately existed prior to such removal. Intech shall leave behind all tenant improvements and fixtures, and Intech's removal of these items shall constitute default upon this Agreement. Intech agrees to pay any utility balances to current and take whatever further steps are necessary to clear any liens that Intech may have accrued on the Premises, to the items described in this Paragraph, or both by the Move Out Date.
- 9. Liability for Personal or Real Property Damage.** Intech will not deliberately or negligently destroy, deface, damage, impair or remove any part of the Premises (including fixtures, facilities and appliances) nor knowingly permit any third parties to do so. Intech will be responsible for any damage caused by its failure to comply with this requirement between the Effective Date and the Move Out Date. So long as Intech remains on the Premises, the Port will not be liable for any injury or damage whatsoever to the person or personal property of Intech or any person or entity in or on the Premises; and Intech hereby expressly and without reservation agrees to indemnify and hold the Port harmless in all such matters.
- 10. Occupant Warranties.** Intech expressly warrants that the signatories to this Agreement have actual authority to enter the same and to bind Intech.
- 11. Default.** In the event that the Port determines that damage (beyond normal wear and tear) to the Premises has occurred, which was caused by the willful acts, acts of omission, or the gross negligence of Intech after the Effective Date, the Port may charge Intech the actual and incidental costs to repair and restore the Premises to the condition existing as of the Effective Date.

If Intech does not pay the Port and the Port does not receive any amounts due from Intech under the Lease or this Agreement on or before the Move Out Date Intech shall be required to surrender of the detained Premises immediately, and the Port shall be entitled upon three days' written notice to arrange for orderly removal of Intech's property. In addition to all other amounts due including but not limited to amounts owed under Section 7 herein above, Intech shall be responsible for the costs of the property removal and any storage costs incurred.

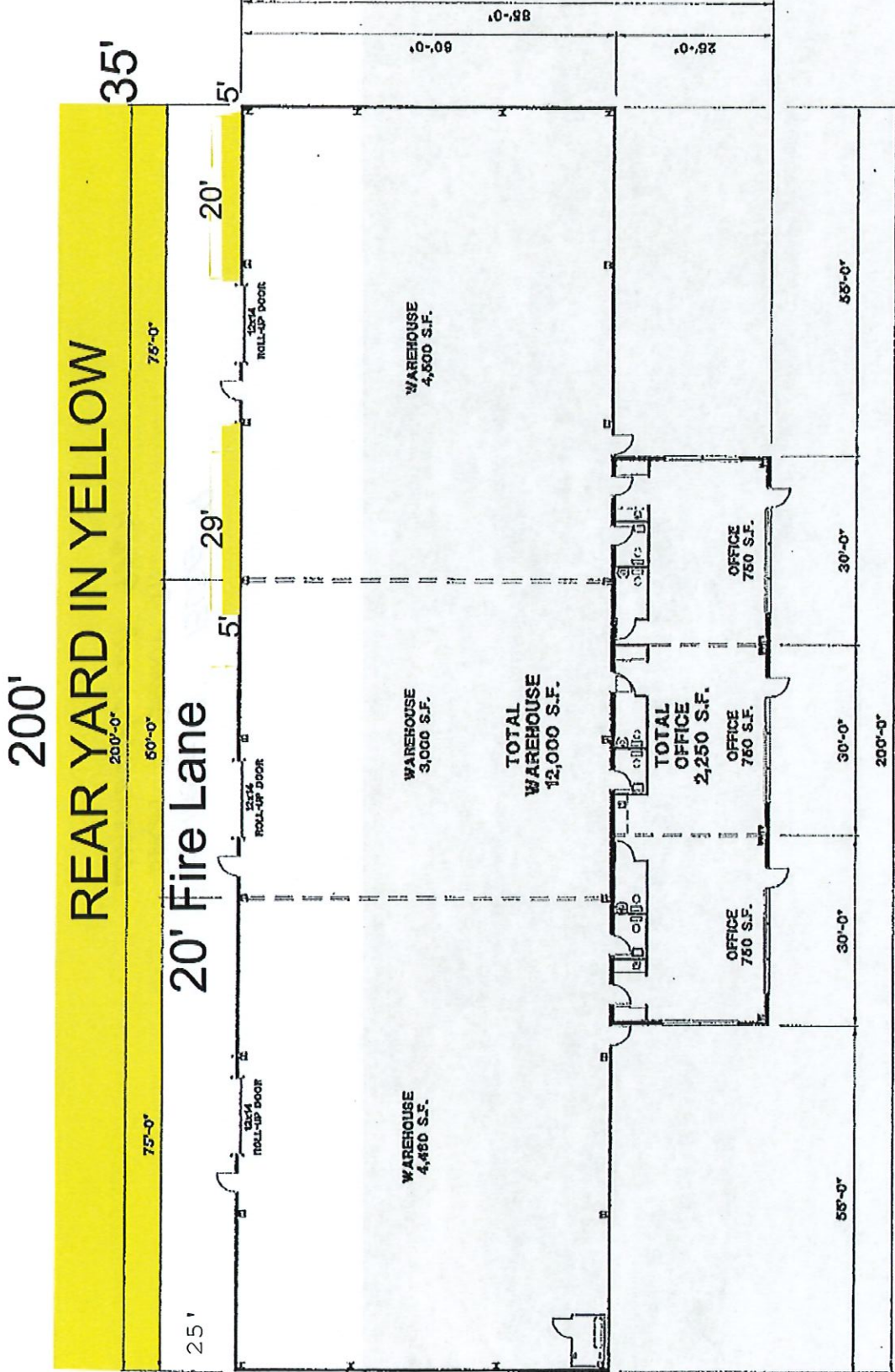
- 12. Stipulation to Notice.** Intech stipulates that it has received any notice(s), including any Notice of Default, and Notice to Surrender the detained Premises to which it is entitled by the Lease and under Washington law and waives any further notices thereunder. The

Parties stipulate that they are better served to execute and perform this Agreement than engage in prelitigation notice followed by litigation. In the event of an overstay, or continued possession after Default or other default, Intech submits to the jurisdiction and venue of the Clark County Superior Court, state of Washington.

- 13. Severability/Unenforceability.** All individual provisions, paragraphs, sentences, clauses, sections and words in this Agreement will be severable and if any one or more such provisions, paragraphs, sentences, clauses, sections or words are determined by any court, administrative body or tribunal having proper jurisdiction, to be in any way unenforceable, or to be in any way violative of or in conflict with any law of any applicable jurisdiction, such determination shall have no effect whatsoever on any of the remaining paragraphs, provisions, clauses, sections or words of this Agreement.
- 14. Entire Agreement.** This Agreement is governed by the State of Washington and the Parties irrevocably consent to the jurisdiction of the courts situated in Clark County, Washington, to oversee any disputes arising out of or in connection with this Agreement. This Agreement and the Lease to which it relates, constitutes the entire agreement between the Parties concerning the subject matter contained herein and no modification or addition to it will be binding unless signed by the Parties hereto. The covenants and conditions herein contained will apply to and bind the Parties hereto and their heirs, executors, administrators, legal and personal representatives, successors and assigns. All covenants are to be construed as conditions of this Agreement. Where the context so requires, the singular will include the plural, the plural will include the singular and the use of any gender will include all other genders. The Parties may sign and acknowledge multiple counterparts of this Agreement. Each signed and acknowledged counterpart shall be deemed an original, but all of them together represent one and the same agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

Exhibit A



WILSON ASSOCIATES
 ARCHITECTS & PLANNERS A.I.A.
 404 E 15th ST. #5 VANCOUVER WA 98663
 (360) 696-4722

EXHIBIT 'A'
 PORT OF CAMAS/WASHOUGAL
 BUILDING #9
 3825 J. GOANT
 WASHOUGAL, WA
 98671



EXHIBIT 'A' BLDG 9
3825 S. GRANT ST.
WASHOUGAL, WA 98671

EXHIBIT B

Item List:

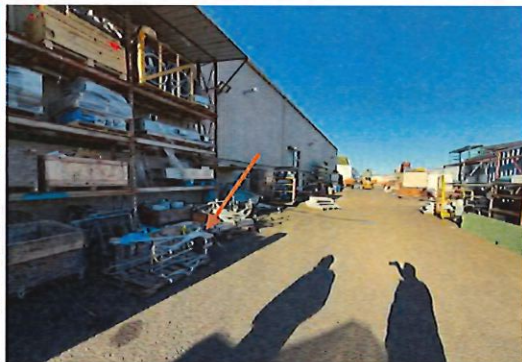
1. Industrial equipment and all items in shelving



2. All items on racking, equipment, and debris on ground



3. Containers (3), equipment, debris, on ground



Port of Camas-Washougal Staff Report

ITEM TITLE:

COMMISSION MEETING DATE:

DEPARTMENT:

SUBMITTED BY:

STAFF RECOMMENDATION:

SUMMARY:

BUDGET IMPACT:

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

Port of Camas-Washougal Staff Report

ITEM TITLE: Lease Terminations - Building 20, Bay 4

COMMISSION MEETING DATE: April 2, 2025

DEPARTMENT: Business Development

SUBMITTED BY: D. Jaeger , J. Warta

STAFF RECOMMENDATION:

Approval of lease termination for Paradigm Outdoors LLC (AKA GRIT Overland)

SUMMARY:

Grit Overland has been a tenant in Building 20, Bay 4 since April 2023. Due to unforeseen circumstances, GRIT has requested early termination of their lease. Current lease option is set to expire on March 31, 2026 and the proposed termination date would be April 30, 2025.

A new tenant has been identified and will lease the space June 1, 2025, pending delay in Grit Overland's move out.

BUDGET IMPACT:

Replacement tenant will pay a rate ~13% higher than Grit Overland current rate.

STRATEGIC PLAN or OTHER PLANS:

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

Port of Camas-Washougal Staff Report

ITEM TITLE: Lease - Building 20, Bay 4 - Fresh Perspectives

COMMISSION MEETING DATE: April 2, 2025

DEPARTMENT: Business Development

SUBMITTED BY: D. Jaeger | J. Warta

STAFF RECOMMENDATION:

Recommend approval and the execution of the new lease agreement for Fresh Perspectives in Bay 4 of Building 20.

SUMMARY:

Overview: Paradigm Outdoors LLC (aka Grit Overland) requested to terminate lease for Bay 4 and will continue to occupy bays 12-15 in Building 20. Fresh Perspective's lease agreement for bay 4 is outlined below:

Term: 5 years (June 1, 2025, to May 31, 2030) pending move-out of Paradigm Outdoors scheduled for April 30, 2025, contingent upon approval.

Rent: \$3,300 per month (\$1 per SF), plus leasehold tax, with annual rent increase of 3%.

Deposit: \$4,191.08 (equivalent to the last month's rent)

Background: Fresh Perspectives, is a small food processing and distribution business that has been operating since 2018. Fresh Perspectives is the second-largest manufacturer of black garlic in the United States and sources organic garlic from California and honey from Washington. Products are used in various culinary applications, including McMenamins' garlic aioli. Due to the expiration of their current lease in Tumwater, WA, the business is relocating to the area. They currently employ two individuals and project the hiring of two additional employees in the next year.

BUDGET IMPACT:

Yr 1: \$3,300.00/ mo (\$1.00 SF), \$39,600.00/yr
Yr 2: \$3,399.00/ mo (\$1.03 SF), \$40,788.00/yr
Yr 3: \$3,500.97/ mo (\$1.06 SF), \$42,011.64/yr
Yr 4: \$3,606.00/ mo (\$1.09 SF), \$43,272.00/ yr
Yr 5: \$3,714.18/ mo (\$1.13 SF), \$44,570.16/ yr
Total contract value of lease, \$210,241.80.

STRATEGIC PLAN or OTHER PLANS:

Supports the growth of both job opportunities and tenant diversity within Building 20. By adding 2 new jobs, the overall employment level increases, contributing to a more robust workforce. Bringing in a unique tenant helps diversify the building's tenant mix.

SUSTAINABILITY IMPLICATIONS:

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

**LEASE
BUILDING 20**

THIS LEASE is made and entered into this day by and between the PORT OF CAMAS-WASHOUGAL, a municipal corporation organized and existing under the laws of the state of Washington, hereinafter called “Lessor”, and Fresh Perspective, LLC a Washington limited liability corporation authorized to engage in business and engaging in business in the State of Washington, hereinafter called “Lessee” (“Lease”).

WITNESSETH:

Section 1. PREMISES LEASED: For and in consideration of the payment by Lessee of the rentals hereinafter specified, and performance by Lessee of the covenants and obligations hereinafter provided to be kept and performed by Lessee, Lessor does hereby lease, demise and let unto Lessee, Lessor’s Industrial Building No. 20, Bay 4 (approximately 3300 sf), and adjoining yard area, located at 4035 South Grant St, Washougal, Clark County, Washington 98671, as shown in Exhibit “A” attached hereto and incorporated by this reference (hereinafter called the “Premises”). Lessee shall, in addition, have a right-of-way in common with others over and across private roads and streets giving access to the leased Premises, which right-of-way shall terminate in the event such private roads and streets are dedicated to the public.

Section 2. TERM: The term of this Lease shall commence on June 1, 2025 or as soon thereafter as Premises are available for occupancy (“Commencement Date”) and shall terminate on May 31, 2030, provided however, if Tenant occupancy is delayed beyond June 1, 2025 due to Premises not ready for occupancy as determined by the Lessor, in Lessor’s sole discretion, then the rent and taxes, assessments and other charges required to be paid hereunder by Lessee to Lessor shall be prorated for each day occupancy is delayed.

Lessee shall give Lessor written notice ninety (90) days prior to the expiration of the then current term regarding Lessee's intent to extend the Lease or vacate the premises upon expiration of the then current term. The absence of timely notice from Lessee will be deemed to be notice that Lessee intends to vacate the Premises upon expiration of the then current term.

If Lessee holds over after the expiration or termination of the term with Lessor's consent such tenancy shall be deemed to be a holdover tenancy on a month-to-month basis. All other terms, covenants, and conditions of the Lease shall remain in effect, except that rent shall be increased by the same percentage as at the beginning of the last lease year. If Lessee holds over after the expiration or termination of the term without Lessor's consent, then such tenancy shall be deemed a holdover tenancy on a month-to-month basis, on the terms, covenants, and conditions of this Lease in effect at the expiration or termination of the term, except that rent shall be increased to 200% of the rent last payable under this Lease. This section does not grant any right to Lessee to holdover, and Lessee is liable to Lessor for any and all damages and expenses of Lessor as a result of any holdover.

Section 3. POSSESSION: Lessee shall have the right to possession of the Premises pursuant to this Lease commencing on the Commencement Date of the Lease term.

Section 4. RENT: Lessee shall pay to Lessor, without any notice or demand, and without setoff or deduction, in addition to taxes, assessments and other charges required to be paid hereunder by Lessee, rent for the Premises in the following monthly rent:

Rent for June 1, 2025 – May 31, 2026:	\$3,300.00 per month
Rent for June 1, 2026 – May 31, 2027 :	\$3,399.00 per month
Rent for June 1, 2027 – May 31, 2028:	\$3,500.97 per month
Rent for June 1, 2028 – May 31, 2029:	\$3,606.00 per month
Rent for June 1, 2029 – May 31, 2030:	\$3,714.18 per month

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

Lessee agrees to pay a late charge, in an amount equal to 7% of the monthly rental payment then due with any rental or leasehold tax payment which is not received in full by Lessor by the tenth day of the month.

Section 5. PREPAID RENT AND SECURITY DEPOSIT: Upon execution of this Lease, and in lieu of a lease bond otherwise required pursuant to RCW 53.08.085, Lessee shall deposit with Lessor the first month's base rent and leasehold excise tax in the amount of \$3,723.72 plus \$4,191.08 towards a total security deposit in an amount equal to last month rent and leasehold excise tax (the "Security Deposit"). The Security Deposit shall be held by Lessor upon the following terms and conditions:

A. The Security Deposit is given to secure Lessee's performance of all obligations under this Lease, including without limitation, the payment of rent under Section 4, the use requirements of Section 10, and the utility provisions of Section 7.

B. Lessor shall maintain the security deposit as part of its general funds and not in a separate account for this deposit, with all interest attributable to the Lessor only.

C. Upon the expiration or sooner termination of this Lease, Lessee shall only be entitled to return of said Security Deposit if all conditions of this Lease have been complied with, and the leased Premises has been returned to Lessor in its original and sound condition, free of debris, refuse, contamination and other materials and in accordance with Section 13. Lessor shall

have the right to deduct all costs and damages resulting from Lessee's breach of any portions of this Lease from the security deposit, and any interest thereon, to the maximum amount held by Lessor. Lessee shall be entitled to a refund of all or any portion of the security deposit which is not necessary to compensate Lessor for Lessee's breach, ninety (90) days from Lessee's vacation of the Premises.

D. Nothing herein shall be construed to limit Lessor's right to seek other remedies, as authorized by law or this Lease, for damages to the leased Premises or violation of this Lease.

Section 6. LEASE BOND: Intentionally omitted

Section 7. TAXES AND UTILITIES:

Lessee 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 Lease, be charged or imposed upon the Premises.

Lessee shall pay all taxes, assessments, and other expenses arising from Lessee's possession of the Premises, or operation of Lessee's business on the Premises, or are required because of Lessee's operations to make the property conform to government regulations, or which are imposed upon Lessee or Lessor due to the existence of this Lease.

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

Section 8. LIENS: Lessee shall keep the Premises free and clear of all liens, 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 Lessee, or any alteration, improvement, repair, or addition which Lessee may make, permit, or cause to be made or any work or construction by, for, or permitted by Lessee on or about the Premises. Lessor shall not be responsible for liens caused by Lessee's activities on the Premises.

Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of Lessor, 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 Lessee 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 Lessee in this section is filed against Lessor or any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within sixty (60) days after notice from Lessor to Lessee, in the manner provided in Section 26, of the filing thereof; and Lessee shall indemnify and save harmless Lessor against and from all costs, liabilities, suits, penalties, claims, and demands, including reasonable counsel fees, resulting therefrom.

Section 9. CONTESTING LIENS AND TAXES: Lessee may contest any lien set forth in Section 8 or any tax, assessment, or other charge which Lessee shall pay under Section 7,

provided that Lessee notifies Lessor, in the manner provided in Section 26, 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 Lessee posts a bond or other security with Lessor, 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, Lessee 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 Lessee under this Lease.

In the event of any such contest, Lessee shall protect and indemnify Lessor against all loss, expense, and damage resulting therefrom.

Section 10. USE OF PREMISES: Lessee covenants and agrees as follows:

A. To actively and continuously use the Premises throughout the term of this Lease solely for processing, storage and distribution of food product in the course of Lessee's business and other uses incidental to Lessee's business. Lessee's use and all equipment utilized by Lessee within the Premises shall fully comply with all local, State, and/or federal requirements and, in addition, Lessee shall have procured in advance all necessary permits or authorizations for such use from any local, state or federal agency, including, but not limited to, approval for the intended use from the Washougal Fire and Building Department prior to occupancy. Lessee shall not use the Premises for other purposes without Lessor's prior written consent.

B. To use the adjoining front yard area for employee and guest parking, and to use the adjoining rear yard area for shipping and receiving of equipment and other goods in the course of Lessee's business, and temporary short-term staging of goods and equipment in connection with such shipping and receiving operations. Except as expressly permitted in this section, no equipment or other goods shall be stored in the rear yard area beyond the time reasonably necessary for a shipping or receiving operation. Except as expressly permitted in this section, Lessee shall not use any yard area for overnight parking, or storage of any vehicles, campers, boats, or trailers, or containers, sheds, or drums, or any other storage of any other thing whatsoever. Lessee shall at all times keep all yard areas area in good, clean, neat, orderly, and safe condition, free of any debris, and free of any material deemed objectionable by Lessor.

C. 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 thereon;

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

E. Not to commit or permit any waste of the leased Premises nor commit or permit the maintenance or commission of any nuisance or obnoxious smells on the Premises as deemed by the Lessor.

F. The Premises was improved with a grant award from the U.S. Department of Commerce, Economic Development Administration ("EDA"), Project No. 070107558 (the "Award"). The Premises must be used in a manner consistent with the authorized general and

special purpose of the Award, the EDA recorded Agreement and Mortgage (document number 5830506), and the Award terms and conditions. This includes but is not limited to Lessee not discriminating against any qualified employee or applicant for employment because of race, color, national origin, religion, sex, age, or physical or mental disability.

G. Lessee will actively employ approximately 4 personnel in support of business operations of Premises.

Section 11. **NO REPRESENTATION:** Lessee has leased the Premises after an opportunity for examination thereof and of the subsurface conditions beneath the same, and without any representation on the part of Lessor, except that Lessor states that it has no knowledge of any release of hazardous materials or the presence of any hazardous materials on the Premises as of the date of the commencement of the Lease term. As used in this Lease, 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. Subject to Lessor’s obligations under this Lease, Lessee assumes the sole responsibility for the condition, operation, maintenance and management of the leased Premises.

Section 12. **IMPROVEMENTS:**

A. Lessee shall not make any changes, alterations, or improvements to the leased Premises or surrounding yard area (“Tenant Improvements”) without the written consent of the

Lessor being first obtained, which shall not be unreasonably withheld, conditioned or delayed. All Tenant Improvements shall be performed by Lessee at its cost, and in compliance with all applicable law, including but not limited to all applicable building permit processes.

In the event Lessor consents to a proposed Tenant Improvement, such consent shall include Lessor's written determination as to whether Lessee shall be required to remove said improvement at the expiration or termination of this Lease. In the event no such written determination exists as to any proposed Tenant Improvement made during the course of this Lease, then at the expiration or other termination of this Lease, all such improvements for which shall remain upon the Premises, shall upon Lessor's determination, as determined in its sole and absolute discretion be either (1) removed and all damage caused to the Premises by the removal be repaired by Lessee at its sole cost and expense, or (2) become the property of Lessor, provided that if such improvement must be removed from the Premises, the Lessor will provide the Lessee with at least sixty (60) days' notice of such requirement.

All machinery, fixtures, portable buildings and equipment installed by Lessee and which are adapted only for the special use of Lessee, shall be considered to be trade fixtures and may be removed at the termination of this Lease by Lessee. Lessee shall at its own expense repair all damage caused by the removal of trade fixtures, and shall restore the Premises to its same condition as immediately prior to such removal.

Section 13. REPAIR AND MAINTENANCE: Lessor shall maintain the roof, outer walls, structural members, exterior plumbing, and landscaping on the Premises at its own expense. Lessee 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.

Lessee shall complete all repairs within 90 days by a Lessor approved contractor or utilize

Lessor maintenance staff at the Lessor contract rate. Lessee agrees to reimburse Lessor for said repairs immediately upon demand.

Lessor shall have no liability to Lessee for incidental damages or property damage suffered by Lessee as a result of its failure to maintain or repair those portions of the Premises described above, its only obligation being to maintain or repair such portions of the Premises. Lessee agrees to promptly notify Lessor of the need for exterior or structural repairs upon becoming aware of such need.

Except as provided above, Lessee agrees to maintain the Premises and all improvements in a good state of repair and at the termination of this Lease to return the Premises and all improvements and adjoining yard area to Lessor in as good state and condition as the same are in at the time Lessee commences occupying same, reasonable wear and tear from the normal use thereof and fire or other casualty being excepted. Lessee agrees to keep all adjoining yard areas at all times in good, clean, neat, orderly, and safe condition, free from any debris, and free from any material deemed objectionable by Lessor.

Section 14. INDEMNITY: Lessee shall indemnify and save harmless Lessor from and against any and all liability, claims, damage, penalties, or judgments arising from any loss, injury, death or damage to person or property sustained by any person in or about the Premises resulting from the act or omission of Lessee, Lessee's officers, agents, employees, contractors, and sublessees, or of any occupant, visitor, or user of any part of Lessee's Premises. Lessee further covenants and agrees to indemnify and hold Lessor harmless against the claims of all and every person whomsoever arising out of or in any way connected with Lessee's occupation or use of the Premises, except for claims by Lessor's employees or agents for injuries sustained during the course of employment through no fault of Lessee. Lessee shall pay all attorney's fees

and other expenses incurred by Lessor in defending any and all suits which may be brought against Lessor or in which Lessor 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.

Lessor shall indemnify and hold harmless Lessee and its members, managers, directors, officers, employees, and agents, from and against any and all losses, claims, and damages arising from Lessor's gross negligence or intentional misconduct. Except for the gross negligence or intentional misconduct of Lessor or its agents, or employees, Lessor shall not be responsible for or liable for, and Lessee, notwithstanding that joint or concurrent liability may be imposed upon Lessor by a statute or court decision, hereby waives all claims against Lessor for any damage or injury to any person or to any property on or about the Premises subject to this Lease, including liability for costs, attorney's fees and reasonable expenses arising out of said claims.

Lessee covenants and agrees to reimburse Lessor for all costs or expenses of repair or replacement of any of Lessor's property damaged or destroyed as a result of Lessee's use or occupation of the Premises or use of Port property or facilities. Lessee further covenants and agrees to carry liability insurance protecting itself and Lessor from all liability arising out of this Section 14. The provisions of this section shall survive the expiration or earlier termination of this Lease

Section 15. INSURANCE:

A. Lessee shall procure at its sole cost and expense and keep in effect from the date of this Lease 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 business operated by Lessee (or any other occupant) on the Premises and providing coverage against all Lessee's liabilities pursuant to 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 Lessor and Lessee 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 Lessor shall be excess insurance only.

B. Lessee shall furnish Lessor 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 Lessor. All insurance policies required to be carried under this lease 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 Lessor, and shall name Lessor as an additional insured. 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 Lessor and Lessee if such waiver can be obtained at reasonable cost.

Lessee shall deliver to Lessor 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 Lessee shall fail to procure such insurance, or to deliver such policies or certificates and such failure continues for two (2) business days, Lessor may, at its option and in addition to Lessor's other remedies in the event of a default by Lessee hereunder, procure the same for the account of Lessee, and the cost thereof shall be paid to Lessor within ten (10) days following written demand therefor.

Section 16. HAZARDOUS SUBSTANCES- LESSEE'S OBLIGATIONS: Lessee shall not, without Lessor's prior written consent, keep on or about the leased 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, Lessee 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 Lessor 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 Lessor's request, submit written reports to Lessor regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of hazardous substances and provide evidence satisfactory to Lessor of Lessee's compliance with the applicable governmental regulation;

D. Allow Lessor or Lessor's agents or representatives to come on the leased

Premises during regular business hours, and after hours with three (3) hours advance notice to Lessee, except in an emergency, in which immediate case access shall be allowed to check Lessee'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 Lease); 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 Lessor and associated with Lessor's special or non-routine inspection of Lessee's Premises and Lessor's monitoring of Lessee's compliance with this section, and including Lessor's attorneys' fees and costs, shall be additional rent and shall be due and payable to Lessor immediately upon demand by Lessor. However, Lessor shall solely bear the expense of inspections made on a routine basis, without reasonable cause to believe that Lessee is in violation of this section.

Lessee shall be fully and completely liable to Lessor 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 Lessee's use, disposal, transportation, generation and/or sale of hazardous substances, in or about the leased Premises.

Lessee shall indemnify, defend and save Lessor harmless from any and all of the costs,

fees, penalties and charges assessed against or imposed upon Lessor (as well as Lessor's attorneys' fees and costs) as a result of Lessee's use, disposal, transportation, generation and/or sale of hazardous substances.

Upon Lessee's default under this section, in addition to the rights and remedies set forth elsewhere in this Lease, Lessor shall be entitled to the following rights and remedies:

A. At Lessor's option, to terminate this Lease 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 Lessor and other lessees of the leased Premises, and any and all damages and claims asserted by third parties and Lessor's attorneys' fees and costs.

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

Section 17. ASSIGNMENT/SUBLETTING: Lessee shall not assign this lease nor sublet the whole or any part of the Premises without the prior written consent of Lessor, in its sole and absolute discretion. Any such assignment or sublease shall not relieve Lessee from the responsibility of paying the rentals accruing under this lease or from keeping and performing all other obligations herein imposed upon and assumed by it. It is understood and agreed that any consent by Lessor to any assignment or subletting by Lessee shall not be considered or construed to be a consent to any subsequent assignment or subletting nor as a waiver of the right of Lessor to refuse to consent to any subsequent assignment or subletting.

Section 18. QUIET ENJOYMENT:

A. Lessee, upon paying the rent 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 Lease on its part to be kept, shall quietly have and enjoy the Premises during the Lease term, subject to the provisions herein, without hindrance by Lessor.

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

Section 19. ACCESS: Lessor or Lessor's employees 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 Lessor shall at all times be provided a key for independent access to the Premises. Any persons other than Lessor or Lessor's employees who need access to the building will at Lessee's request sign a reasonable non-disclosure agreement before entering the building, except in an emergency.

Section 20. CURE BY LESSOR: If Lessee shall default in the performance of any provision under this lease, Lessor, at its option, may perform the same for the account and at the expense of Lessee. Upon notification to Lessee of the cost thereof to Lessor, Lessee shall promptly reimburse Lessor 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 Lessee, Lessor may enter upon the Premises for the purpose of causing such provisions to be fulfilled. Such entry shall not be deemed an eviction of Lessee. Lessor's action hereunder shall not be deemed a waiver of Lessee's default. Lessor, at its option, without

relinquishing any remedy or right, may separately commence proceedings against Lessee for reimbursement of Lessor and for any other remedies for breach of this lease.

Section 21. **BANKRUPTCY AND INSOLVENCY:** If, after the commencement of the Lease term:

A. Lessee then having the title to the leasehold estate created hereunder shall while having such title be adjudicated a bankrupt or adjudged to be insolvent; or

B. A receiver or trustee shall be appointed for Lessee's property and affairs; or

C. Lessee 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 Lessee or any of Lessee'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 Lessee, 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 21 hereof shall become effective and Lessor 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 21, if the rent due and payable hereunder shall continue to be paid and the other covenants, provisions and agreements of this lease on Lessee'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 21 hereof shall not become effective.

Section 22. 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:

1. The occurrence of any event set forth in Section 24 hereof, without the curing of same within thirty (30) days after receipt by Lessee of notice in writing from Lessor; or

2. The filing of a petition by or against Lessee 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. Lessee's failure to pay any installment of rent when the same shall be due and payable and the continuance of such failure for a period of three (3) business days after receipt by Lessee of notice in writing from Lessor, in the manner provided in Section 26; or

4. Lessee's failure to perform any of the other covenants, provisions, and agreements herein contained on Lessee's part to be kept or performed and the continuance of such failure without the curing of same for a period of ten (10) business days after receipt by Lessee of notice in writing from Lessor specifying in detail the nature of such failure, or Lessee shall not cure said failure as provided in Paragraph B of this Section 22, then Lessor may, at its option, give to Lessee written notice of election to terminate the Lease 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 Lessee of such notice from Lessor.

Upon the date specified in said notice, the term and estate hereby vested in Lessee shall cease and any and all other right, title, and interest of Lessee hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Lease term had elapsed, but Lessee shall continue to be liable to Lessor as provided herein. Simultaneously with

the sending of the notice to Lessee, as hereinabove provided, Lessor shall send a copy of such notice to any sublessee of the Premises or portions thereof that Lessor may select, in writing from time to time, and any additional persons or parties having an interest in the Premises that Lessor 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 Lessee had cured the same hereunder.

B. In the event that Lessor gives notice of a default of such a nature that it cannot be cured within the period prescribed in Paragraph A4 of this Section 22, then such default shall not be deemed to continue, so long as Lessee, 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 22 shall be deemed to continue if and so long as Lessee shall be proceeding to cure the same in good faith.

C. In the event that any default of Lessee shall be cured in any manner hereinabove provided, such default shall be deemed never to have occurred and Lessee's right hereunder shall continue unaffected by such default.

D. Upon any termination of the Lease term pursuant to Paragraph A of this Section 22, or at any time thereafter, Lessor may, in addition to and without prejudice to any other rights and remedies Lessor 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 Lessee in such case shall remain liable to Lessor as provided herein.

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

summary proceedings:

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

2. Lessor may re-let the Premises or any part thereof, either in the name of Lessor or otherwise, for a term which may, at Lessor's option, be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant concessions or free rent, but such re-letting shall not be construed as an acceptance of a surrender of the leasehold interest; and

3. Lessee or the representatives of Lessee shall also pay Lessor as liquidated damages for the failure of Lessee to observe and perform Lessee's covenants herein contained any deficiency between the rent hereby collected on account of the lease of the Premises for each month of the period which would otherwise have constituted the balance of the lease term. In computing liquidated damages, there shall be added to the said deficiency such reasonable expenses and counsel fees as Lessor may incur in connection with the default and re-letting. Any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Lessor to collect the deficiency for any subsequent month by a similar proceeding.

Lessor, at its option, may make such alterations, repairs, replacements, and/or decorations in the Premises as Lessor, in Lessor'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 Lessee from liability hereunder. Lessor agrees to mitigate in good faith all damages and to re-let the Premises in the event of any default specified herein.

Section 23. **WAIVERS:** Failure of Lessor to complain of any act or omission on the part of Lessee, no matter how long the same may continue, or the receipt of rent by Lessor with knowledge of any breach or default of this lease by Lessee, shall not be deemed to be a waiver by Lessor of any of its rights herein. No waiver by Lessor at any time, express or implied, of any breach of any provision of this lease shall be deemed a waiver of any subsequent breach of the same or any other provision. Failure of Lessor 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 Lessor.

Section 24. **GOVERNMENTAL REGULATIONS:** During the Lease term, Lessee 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 Lease term or may in the future be passed, enacted, or directed, and Lessee 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 Lessee to comply with the covenants of this Section 24.

Section 25. **NOTICE OF LITIGATION AND COUNSEL FEES:**

A. Within ten (10) days of Lessee having knowledge of any litigation or other proceeding that shall be commenced against Lessee or against the Premises to secure or recover possession thereof or that may affect the interests of Lessor in the Premises, Lessee shall give written notice thereof to Lessor.

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 Lease, 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 Lessor is made a party to litigation against the Lessee, relating to the Premises, or against the Premises commenced by a third party, wherein Lessor is not at fault, Lessee shall pay, upon demand, all of Lessor's counsel fees and costs.

Section 26. NOTICES: Every notice, consent or other communication authorized or required by this Lease 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 be deemed effective when personally served, or upon delivery or refusal of delivery by the addressee if mailed in the manner provided by this section:

Lessor: Port of Camas-Washougal
24 So. "A" Street
Washougal, WA 98671

Lessee: Fresh Perspectives, LLC.
Attn: Leland Harmell, Co-Owner
4035 Grant Street, Suite 104
Washougal, WA 98671

Section 27. **RIGHTS CUMULATIVE:** The rights, powers, and remedies of Lessor, 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 28. **TIME OF THE ESSENCE:** Time and punctual and exact performance and observation by Lessor and Lessee of the provisions herein are of the essence of this Lease.

Section 29. **SEVERABILITY:** In the event that any provision of this Lease shall be declared invalid by any court of competent jurisdiction, such provisions shall be severed from this Lease, and such declaration shall not affect the remainder of this Lease. This Lease shall remain in full force and effect for the balance of its Lease term.

Section 30. **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 Lessor or Lessee herein, their respective successors in interest shall, during the term of this ownership of their respective estates herein, be deemed to be Lessor or Lessee, as the case may be.

Section 31. **SUCCESSORS:** All of the terms, conditions, covenants and agreements of this Lease shall extend to and be binding upon Lessor, Lessee, and their respective heirs, personal representatives, successors and assigns, and upon any person coming into ownership or possession of any interest in the Premises by operation of law, or otherwise, and shall be construed as covenants running with the land.

Section 32. **ENTIRE AGREEMENT:** This Lease constitutes and shall be construed as the entire agreement of the parties. No oral statement shall have any force or effect. This Lease shall not be modified or canceled except by writing subscribed by Lessor and Lessee.

Section 33. AUDITS; RETENTION OF RECORDS:

Audits and Inspections: At any time during normal business hours and as frequently as is deemed necessary, the Lessee shall make available to the Lessor and the U.S. Department of Commerce, Economic Development Administration (EDA) or EDA's authorized agents, for their examination, all of its records pertaining to matters covered by this Lease and only matters relating to the Lease.

Retention of Records: All records in the possession of the Lessee pertaining to this Lease shall be retained for a period of three (3) years after the expiration of the Lease or any extensions thereof. All records shall be retained beyond the three (3) year period if audit findings have not been resolved within that period or if other disputes have not been resolved.

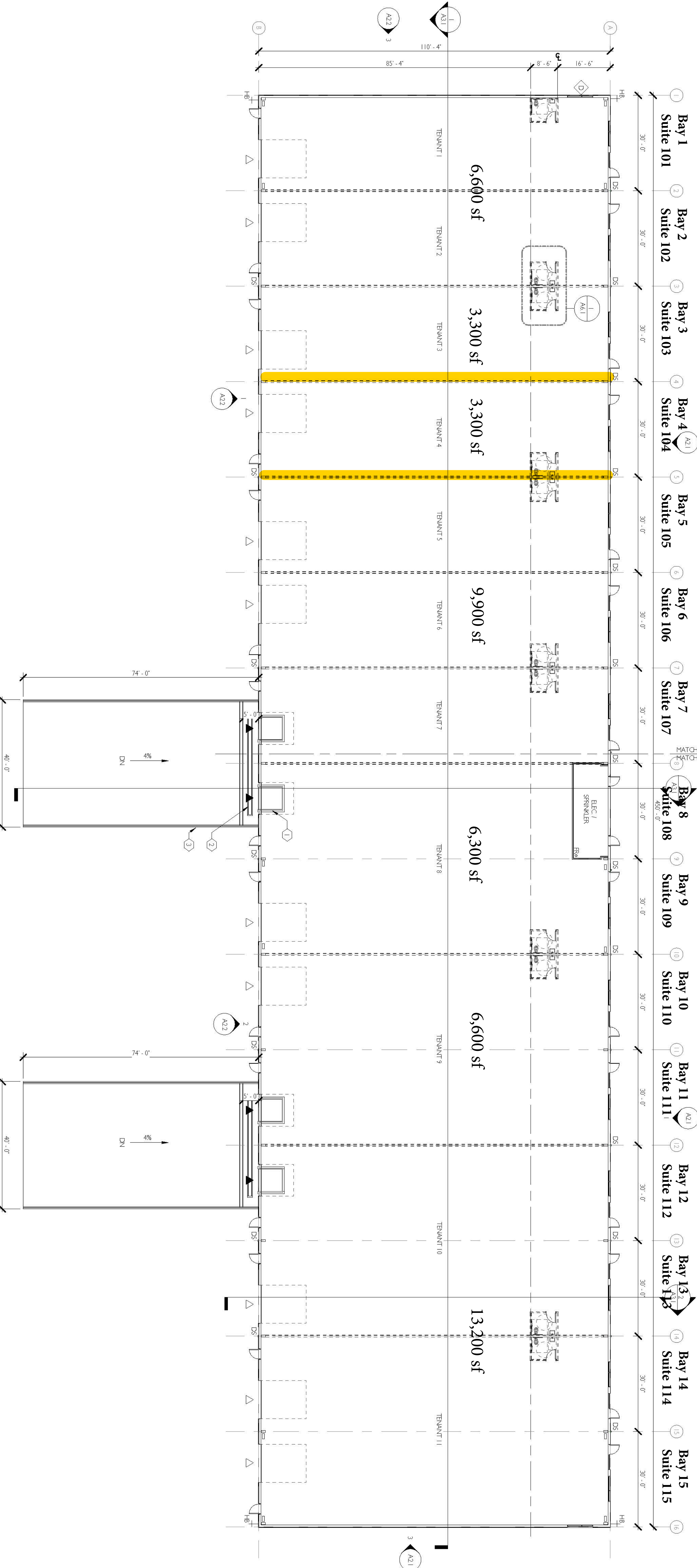
SIGNATURES ARE ON NEXT PAGE

EXHIBIT A

OVERALL FLOOR PLAN

1/16" = 1'-0"

NOTE:
 BASE SCOPE OF PROJECT INCLUDES BUILDING EXTERIOR AND SHELL PACKAGE SPECIFICATION DENOTES SERIES OF ADAPTIVE ALTERNATES FOR THE INCLUSION OF REQUESTED TENANT FINISHING WELLS AND REVISIONS TO THE BASE PACKAGE. ADAPTIVE ALTERNATES WILL BE INCLUDED WITH CONTRACT MODIFICATIONS AS SELECTED. SEE SPECIFICATION SECTION 912300 - ALTERNATES FOR ADDITIONAL INFORMATION.



FLOOR PLAN NOTES

- CONTRACTOR SHALL VERIFY AND CORRECT EXISTING CONDITIONS SHOWN OR IMPLIED ON DRAWINGS PRIOR TO START OF CONSTRUCTION. NOTIFY A/E OF ANY DISCREPANCIES.
- ALL FINISHES SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL CODES. ALL CODE REFERENCES IN THE DRAWINGS AND SPECIFICATIONS SHALL MEAN AND BE INTENDED TO BE THE LATEST EDITION, AMENDMENT OR REVISION OF SUCH REFERENCED STANDARD IN EFFECT AS OF THE DATE OF THE CONTRACT DOCUMENTS.
- CONTRACTOR SHALL CORRECT ALL REQUIRED TESTING AND INSPECTIONS.
- ALL DOORS AND WINDOWS SHALL MEET THE REQUIREMENTS OF ANS/A 117.1 2009 EDITION AND THE ADA.
- ALL DOORS AND WINDOWS SHALL MEET THE ENERGY PERFORMANCE REQUIREMENTS INDICATED IN THE SPECIFICATIONS.
- FIRE RATING ASSEMBLIES SHALL BE LOCATED AS REQUIRED BY SECTION 906.01C AND APPROVED BY LOCAL FIRE MARSHAL. INSTALL A VAPOR BARRIER OF 1 PLY OR LESS AT THE WARM SIDE (WINTER) OF ALL EXTERIOR WALLS AND AT ROOF/CEILING ASSEMBLIES.
- GLASS USED IN DOORS OR GLAZING LOCATED WITHIN A 24" ARC OF THE NEAREST VERTICAL EDGE OF A DOOR IN AREAS SUBJECT TO HUMAN IMPACT OR OTHER HAZARDOUS LOCATIONS SHALL BE TEMPERED OR OF AN APPROVED SAFETY GLAZING TYPE.
- ALL INSULATION INDICATED ON THESE PLANS SHALL BE PROVIDED AS PER SECTION 1204 & 1202.
- DENSITY AND FLAME SPREAD.
- PROVIDE EXIT ILLUMINATION AND SIGNAGE PER BC SECTION 1008 & SIGNAGE PER BC SECTION 1013.
- ALL DIMENSIONS LOCATING INTERIOR WALLS ARE TO CENTER OF WALL UNLESS NOTED OTHERWISE.

FLOOR PLAN LEGEND

- (N) EXTERIOR WALL
- (N) INTERIOR WALL
- (N) INTERIOR TENANT WALL
- WINDOW TYPE - SEE A23
- WALL TYPE - SEE A41
- DOOR NUMBER - SEE A23 FOR DOOR SCHEDULE & TYPES
- GRADE LEVEL OVERHEAD DOOR
- DOCK HEIGHT (60") OVERHEAD DOOR
- DOWNPOUT - SEE A14 FOR ROOF PLAN AND DS CALCULATIONS
- HOSE BIB - SEE FLUSTRING DRAWINGS FOR MORE INFORMATION

KEYNOTES

- MECHANICAL ADJUSTED DOCK LIFTER - BD/ALT HYDRAULIC
- POWERED DOCK LIFTER
- TRENCH DRAIN - SEE CIVIL DRAWINGS FOR MORE INFORMATION
- DOCK WALLS + GILDED WALLS PER DETAIL XXXX

MATCHLINE SECTOR A - SEE A1.1
 MATCHLINE SECTOR B - SEE A1.2



ISSUE DATE	
1	04-23-2021
2	06-04-2021
3	06-15-2021

- TYPE II SITE PLAN REVISION
- EDA / CONTRACTOR PROCUREMENT
- EDA / CONTRACTOR PROCUREMENT REVISION

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1889 S.W. 29th Ave Suite 200
 PORTLAND, OREGON 97224
 TEL: 503.226.1870
 FAX: 503.226.1870
 WWW.CIDAIR.C.COM

NEW CONSTRUCTION:
PORT OF CAMAS - WASHOUGAL BUILDING 20
 4035 S. GRANT STREET
 WASHOUGAL, WA 98671

Port of Camas-Washougal Staff Report

ITEM TITLE: CEO Certification of Surplus Sale

COMMISSION MEETING DATE: April 2, 2025

DEPARTMENT: Finance

SUBMITTED BY: Krista Cagle

STAFF RECOMMENDATION:

Discussion item only

SUMMARY:

The Port has an aluminum gangway no longer needed for Port business and would like to surplus. The value is estimated at \$3,000 and may be sold without advertisement and without public competitive bid (pursuant to section 4 of Resolution No. 1-25). There are potential buyer(s) that have shown interest in purchasing the item.

BUDGET IMPACT:

We did not budget to surplus equipment in 2025, potentially add non-operating revenues of \$3,000 or more.

STRATEGIC PLAN or OTHER PLANS:

N/A

SUSTAINABILITY IMPLICATIONS:

N/A

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

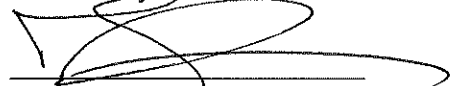
N/A.

TO: PORT OF CAMAS WASHOUGAL COMMISSION
FROM: Trang Lam, Chief Executive Officer
DATE: April 2, 2025
RE: Certification of Certain Non-Real Port Property as Surplus

This Memorandum serves as written notice from the Chief Executive Officer to the Port Commission, pursuant to RCW 53.08.090, certifying that certain non-real property consisting of the equipment listed in **Exhibit A** attached hereto and incorporated by reference ("Equipment") is no longer needed for Port district purposes, and the Port Commission may declare the described Equipment to be no longer needed for Port district purposes and may find the Equipment surplus to the Port's needs.

Pursuant to Section 4 of Resolution No. 1-25, items having a value less than \$22,830 may be sold without advertisement and without public competitive bid. It is the intent of the Chief Executive Officer to sell directly to an interested party.

I so certify:



Trang Lam, Port Chief Executive Officer

Date: 3/20/25

EXHIBIT A

SURPLUS EQUIPMENT LIST

<u>EQUIPMENT</u>	<u>ESTIMATED VALUE</u>
ALUMINUM GANGWAY RAMP Mantle Industries overall length - 86 feet overall width - 6 feet overall height - 6 feet approx. weight - 5,100 lbs	\$3,000
	TOTAL: \$3,000