

PRELIMINARY AGENDA FOR REGULAR MEETING

March 4, 2026

I. EXECUTIVE SESSION

11:00 AM

Personnel Review- RCW 42.30.110 (1)(g)
No decisions will be made.

II. EXECUTIVE SESSION

11:30 AM

Property Disposition- RCW 42.30.110 (1)
No decisions will be made.

III. OPEN SESSION

12:00 PM

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

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 18, 2026.
- B. Approval of Checks

NEW BUSINESS/DISCUSSION ITEMS

- C. Second Amendment- Freedom Boat Club- Business & Real Estate Manager Derek Jaeger
- D. Resolution 3-26- Commitment to Provide Match Funds- Environmental Project Manager Jennifer Taylor

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

- E. Second Amendment- Freedom Boat Club
- F. Resolution 3-26- Commitment to Provide Match Funds

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>
March 5, 2026	Economic Forecast
April 27, 2026	Penguin Talk at Clark College

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

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

Meeting ID: 837 2694 3053

Passcode: 527994 or via this video link:

<https://us06web.zoom.us/j/83726943053?pwd=S05tP4p89lSCXazZdd0T9sAGJ93vza.1>

**MINUTES OF THE REGULAR COMMISSION MEETING
PORT OF CAMAS-WASHOUGAL
February 18, 2026**

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 18, 2026, at 12:00 p.m.

PRESENT: Commissioner Cassi Marshall, Commissioner Larry Keister, Commissioner Brad Richardson, Executive Director Trang Lam, Deputy Director Marlo Maroon, Director of Finance Krista Cagle, Business Development & Leasing Manager Derek Jaeger, Leasing Administrator Jessica Warta, 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 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. The meeting is being recorded, and the chat function has been disabled.

PUBLIC COMMENT #1 (Items on the Agenda):

No comments.

City Updates:

City of Washougal:

City Council Member Ernie Suggs:

Suggs stated the City of Washougal is preparing to finish projects. Suggs mentioned the downtown area project and that they are trying to get more information about their 32nd Street underpass project.

City of Camas:

City Council Member Marilyn Boerke:

Boerke stated the City of Camas is looking at different forms of government. Boerke stated they will discuss it further at their March 2nd meeting and then move forward with the pros and cons. Boerke explained the City of Camas is discussing its Northshore development project. Boerke stated a major grocery store chain is interested in property within the project. Boerke explained that the City of Camas is looking into grant funding for their portion of the 3rd Avenue project.

CONSENT ITEMS

Minutes & Checks

The minutes from the Regular Meeting on February 4, 2026, electronic payments, and the issuance of general fund checks 10692-10711 and voided checks 10462 & 10522 totaling \$168,628.51 were presented for approval. Commissioner Marshall made a motion, seconded by Commissioner Richardson, and the consent items were carried unanimously.

NEW BUSINESS/DISCUSSION-

Contract Award: Aquatic Plant Removal- Environmental Project Manager Jennifer Taylor:

Taylor explained that Marine Taxonomic Services has been selected to remove the aquatic vegetation from the Marina this upcoming summer. Taylor explained the plant and weed growth was an ongoing concern last summer resulting in questions and complaints from the public. Taylor stated that after the aquatic plants are removed, the Port is hoping for 2-3 years nuisance free for all users of the Marina. Taylor explained the most problematic areas were surveyed last year and Marine Taxonomic Services will remove everything they can. Taylor explained this summer the Port may have an intern who could provide education to marina users while the in-water work is being completed. Approval will be requested during action items.

Lease: QPC Washington- Building 18, Bays 14&15- Business Development & Leasing Manager Derek Jaeger:

Jaeger stated that QPC has been an existing Port tenant since 2021. Jaeger explained the company caters to the aerospace, medical and military manufacturing sectors. Jaeger stated their existing lease expires on March 31, 2026. Jaeger stated the new 5-year lease would start on April 1st and continue until March 31, 2031. Jaeger stated their monthly rent will now be \$5,915.50 which has been initially increased by 16 percent. Jaeger stated their monthly rent has been brought up to prevailing market rate. Jaeger explained QPC already has a deposit on file so it will be transferred over to the new lease. Jaeger explained QPC's new lease will result in a \$375,766.75 overall contract value for the Port. Approval will be requested during action items.

PUBLIC COMMENT #2:

No comments.

ACTION ITEMS

Contract Award: Aquatic Plant Removal:

Commissioner Keister requested formal approval of the Contract Award: Aquatic Plant Removal presented during the discussion items. Upon motion by Commissioner Richardson seconded by Commissioner Marshall, and carried unanimously, the Contract Award: Aquatic Plant Removal is effective February 18, 2026.

Lease: QPC Washington- Building 18, Bays 14&15:

Commissioner Keister requested formal approval of the Lease: QPC Washington- Building 18, Bays 14&15 presented during the discussion items. Upon motion by Commissioner Marshall seconded by Commissioner Richardson, and carried unanimously, the Lease: QPC Washington- Building 18, Bays 14&15 is effective February 18, 2026.

STAFF REPORTS & COMMENTS

Executive Director Trang Lam:

Lam stated she has been participating in things her staff have been working on, she turned it over to them to speak more about what's going on within the Port.

Deputy Director Marlo Maroon:

Maroon stated the Port held their first Marina Advisory Committee meeting last week on February 12th. Maroon explained there will be 6 total meetings this year for each committee, and they will be held bi-monthly. Maroon stated there have been 10 people selected for each committee.

Maroon explained at last week's Marina meeting, they went over the group's foundation. Maroon expressed that she was happy with such a diverse committee. Maroon explained that the committees will not vote but simply provide recommendations to the Port. Maroon also stated the Marina Advisory Committee approved their scope of work. Maroon stated the Airport Advisory meeting is next week on the 26th from 12 p.m. to 2 p.m. Maroon expressed that these meetings are for the public to join as well, however, there will not be a virtual option and not recorded. Maroon urged the public to go to the Port's website under "About" and find the "Advisory Committee" page for more information.

Director of Finance Krista Cagle:

Cagle stated she had attended the Marina Advisory Committee meeting and commended Maroon on her "Port 101" presentation. Cagle stated the Marina Committee was curious about the Port's budgeting process. Cagle plans to put together a Budget 101 presentation for the groups and stated she will take it to staff and the commission first for feedback.

Business Development & Leasing Manager Derek Jaeger:

Jaeger stated he also attended the Marina Advisory Meeting, and it was great to see everyone's interest. Jaeger stated he had attended a Tribal relations training recently and he would attend a community engagement training today.

Director of Facilities Eric Plantenberg:

Plantenberg shared that he attended the Marina Advisory Committee meeting and he enjoyed the diversity. Plantenberg stated he enjoyed the Tribal relations training, and he learned how to become a mutual partner while respecting and honoring different tribes.

Environmental Project Manager Jennifer Taylor:

Taylor stated last week the Port kicked off their clean buildings project and completed site visits of 10 Port buildings last Friday. Taylor stated there is a long list of documents to move forward. Taylor thanked Lease Administrator Jessica Warta for her help communicating with the Industrial Park tenants regarding their releases to access their information. Taylor explained the Port has narrowed their RFQ search down to two companies for the Airport layout plan and they will be brought back the first week of March to interview.

COMMISSIONER REPORTS & DISCUSSION

Commissioner Richardson:

Richardson explained that he went to Port Day in Olympia two weeks ago to advocate for the 3-Ports delegation which includes the Port of Camas-Washougal, the Port of Ridgefield and the Port of Vancouver. Richardson stated the coordination between the three Ports is great and well supported. Richardson thanked Maroon and Lam for the amazing experience. Richardson also thanked Port Event Coordinator Amie Bittle for sending him a list of 2026 Port events for outreach purposes. Richardson thanked Maroon for coordinating the Advisory groups and stated it's a great way to connect with the community. Richardson explained that the aquatic plant removal is a great way to show the Marina community that the Port is investing in improving the boating experience. Richardson commended Jaeger for making sure QPC's lease is up to market rate. Richardson recognized James Cobb's service at the Two Rivers Heritage Museum in Washougal. Richardson explained that he had attended the Parkersville meeting and the Camas City Council meeting recently.

Commissioner Marshall:

Marshall expressed that it was fun to hear about the excitement surrounding the Advisory committees. Marshall stated she listened to the Camas City Council meeting where they were speaking about Northshore development. Marshall stated the project is important to the Port because of the proximity to Grove Field. Marshall explained how she hopes this will be great for creating jobs within the community. Marshall stated that at the end of the City Council meeting grant funding for their 3rd Avenue project was discussed. Marshall explained she would like to connect with City of Washougal Council Member Fritz because of his ideas relating to bike ability and walkability within the two communities (3rd Avenue in Camas to E Street in Washougal). Marshall stated she thought 3rd Avenue would be a great connector for these ideas. Marshall spoke about the Lower Columbia Estuary Partnership state funding that is in jeopardy. Marshall stated local government is competing for the same pots of money currently. Marshall and Lam agreed that there is uncertainty around funding and Lam explained she is on the Lower Columbia Estuary board and will share more information soon.

Commissioner Keister:

Keister stated the Local Connections meeting will be on Tuesday, February 24th in Camas. Keister explained they will be touring the Habitat for Humanity project. Keister stated he attended the WPPA's economic development subcommittee and stated that it would be great to have Port staff join the subcommittee. Keister stated the Port of Seattle is coming up with a plan on how to navigate their problems with Sea Lions on their docks. Keister explained house bill 24-51, concerning tax increment financing, is still in discussion.

The Regular meeting was adjourned at 12:33 p.m.



STAFF REPORT

COMMISSION MEETING DATE: March 4, 2026

ITEM TITLE: Second Amendment – Freedom Boat Club – Breakwater and East Docks

DEPARTMENT: Business Development

SUBMITTED BY: Derek Jaeger, Business Development and Leasing Manager | Jessica Warta, Lease Administrator

STAFF RECOMMENDATION: Request for Commission Approval of Second Amendment

SUMMARY: Freedom Boat Clubs (FBC) operates a membership-based boating program that allows members to access a fleet of boats across multiple locations. The model provides recreational boating opportunities without the typical ownership responsibilities such as maintenance, storage, or cleaning. FBC has been leasing slips on the breakwater and east docks since June of 2023 and operates seasonally from May 1 through October 31 each year.

FBC is requesting to exercise their second and final option with minor modifications to the terms. The amendment reduces the number of leased slips from seven (7) to six (6), updates the slip locations to East Dock slips 3–6 and Breakwater slips 1–2, and adjusts the monthly slip rate to \$900, consistent with the original lease rate.

BUDGET IMPACT:

The amendment reduces monthly revenue from \$1,050 to \$900, resulting in a monthly decrease of \$150 and a total seasonal reduction of \$900.

Note: Figures reflect base rent only and do not include Leasehold Tax (LHT)

STRATEGIC PLAN or OTHER PLANS:

This amendment aligns with Strategic Plan priority CC1A, which focuses on expanding public access to waterfront recreation. Freedom Boat Club’s membership-based model increases community access to boating by removing the financial and maintenance barriers associated with ownership, thereby supporting broader participation in waterfront activities.

SUSTAINABILITY IMPLICATIONS:

N/A



DIVERSITY, EQUITY & INCLUSION IMPLICATIONS: This increases community access to recreational boating activity at the Port by removing barriers associated with boat ownership and slip availability.

SECOND 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 executed a First Amendment on February 22, 2024, in which they agreed to increase the number of boat slips from six (6) to seven (7) as reflected 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.

The parties now desire to enter into this Second Amendment to modify the Lease by reducing the number of boat slips from seven (7) back to six (6), as shown 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. Except as expressly amended in this Second Amendment, all other terms, conditions, and provisions of the original Lease, as previously amended, shall remain unchanged and in full force and effect for the remaining 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 1-2 on the Breakwater** and \$15.00 US Dollars per month for each slip, **slip No(s). 3-6 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,

finances, penalties, damages, and costs (including but not limited to attorney fees) resulting from any failure of the Customer or the Customer Parties to do so, including, but not limited to, violation of the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Sec. 9601 et seq.; the Clean Water Act, 33 USC Sec. 1251 et seq.; the Resource Conservation and Recovery Act, 42 USC Sec. 6901; the Toxic Substances Control Act, USC Sec. 2601; the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC Sec. 136 et seq.; the Clean Air Act, 42 USC Sec. 7401 et seq.; the Oil Pollution Act of 1990, 33 USC Sec. 2701 et seq.; the Model Toxics Control Act, RCW 70.105D.010 et seq.; the Washington Water Pollution Control Act, RCW 90.48; the Washington Clean Air Act, RCW 70.94; the Washington Solid Waste Management Act, RCW 70.95; the Washington Hazardous Waste Management Act, RCW 70.105; and the Washington Nuclear Energy and Radiation Act, RCW 70.98. A copy of the Port's current Marina Policy Manual and Schedule of Rates & Fees has been made available to Customer with this lease.

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

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

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

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

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

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

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

DATED THIS _____ DAY OF _____ 2026.

Port of Camas-Washougal

Customer- Freedom Boat Club Camas

Authorized Signature

Authorized Signature

Trang Lam, Executive Director

Printed Name and Title

Walt Crate, President

Printed Name and Title

DRAFT



STAFF REPORT

COMMISSION MEETING DATE: March 4, 2026

ITEM TITLE: Resolution #3-26 Commitment to Provide Match Funds

DEPARTMENT: Environmental/Projects

SUBMITTED BY: Jennifer Taylor, Environmental/Project Manager

STAFF RECOMMENDATION: Request for Commission Approval of Resolution

SUMMARY:

Resolution #3-26 is required to formally verify that the required local match funds will be available to support the Washington State Department of Transportation (WSDOT) Aviation Grant for the Port.

Adoption of this formally commits the Port to providing the necessary local match funds, demonstrates the Port's financial readiness, ensures compliance with grant requirements, and provides official documentation that the Port can meet its match funding obligations.

BUDGET IMPACT:

The Federal Aviation Administration Aviation Improvement Program grant funds that will be applied to the Grove Field Master Plan/Airport Layout Plan requires 5% local match of \$23,684. Of the local share, \$11,842 (2.5%) is being requested from the Washington State Department of Transportation (WSDOT) Aviation Grant Program. The 2.5% local match balance will be funded by the Port, which has been allocated in the approved 2026 budget.

STRATEGIC PLAN or OTHER PLANS:

This grant application provides funding to further advance Strategic Plan Goal OR2C, complete a Grove Field airport layout plan and draft business development strategy.

SUSTAINABILITY IMPLICATIONS:

N/A

DIVERSITY, EQUITY & INCLUSION IMPLICATIONS:

Community engagement will occur during the airport master planning process.

RESOLUTION #03-26

**A RESOLUTION CONFIRMING FOR THE
WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION (WSDOT) AVIATION DIVISION THAT
THE PORT OF CAMAS-WASHOUGAL COMMITS TO
PROVIDING MATCHING FUNDS FOR THE WSDOT
AVIATION AID GRANT FOR THE AIRPORT MASTER PLAN
& AGIS FOR GROVE FIELD (1W1)**

A RESOLUTION of the Port of Camas Washougal Commission authorizing the Port of Camas-Washougal staff to apply for a Washington State Department of Transportation (WSDOT), Aviation Division, Airport Aid grant to fund the Airport Master Plan & AGIS project at Grove Field (Grant).

WHEREAS, the Port is receiving a Grant from the Federal Aviation Administration (FAA) to fund the Airport Master Plan & AGIS project; and

WHEREAS the Grant from the FAA will fund 95% percent of the estimated \$473,684 costs for the Airport Master Plan & AGIS project; and

WHEREAS, the WSDOT Aviation Division has Airport Aid grants available that can be used as a 2.5% match for the Airport Master Plan & AGIS project; and

WHEREAS, the 2026 budget for Grove Field, as approved by the Port Commission, includes matching funds for the project; and

WHEREAS, the application for the Airport Aid grant requires a resolution indicating the Port's support for the project and authorization to apply for the Grant.

NOW, THEREFORE, BE IT RESOLVED BY THE PORT OF CAMAS-WASHOUGAL COMMISSION:

Section 1. The recitals set forth above are adopted as findings supporting the action of the Port Commission in adopting this resolution.

Section 2. The Port Commission supports the Airport Master Plan & AGIS project, confirms that local matching funds have been appropriated for this project and authorizes the Port to apply for grant funding through the WSDOT Aviation Division.

ADOPTED at a Regular Meeting of the Port of Camas-Washougal Commission this 4th day of March, 2026

Port of Camas-Washougal
Board of Commissioners:

Larry Keister

Cassie Marshall

Brad Richardson