

PRELIMINARY AGENDA

REGULAR MEETING

October 22, 2019

I. OPEN SESSION

5:00

PLEDGE OF ALLEGIANCE

• **CONSENT ITEMS**

A. Approval of Checks – Kyle

• **NEW BUSINESS/DISCUSSION ITEMS**

B. Waterfront Development– David

C. WPPA Annual Meeting – David

D. 2020 Budget Review – Kim

E. DS Fabrication 2nd Amendment to Lease – Kim

F. Update on the reformation of CWEDA - David

• **PUBLIC COMMENT** [5 min. apiece]

• **ACTION ITEMS**

G. Approve WPPA Annual Meeting Attendance – David

H. Adopt 2020 Preliminary Budget - Kim

I. Approve DS Fabrication Lease Amendment – Kim

J. Approve Schedule of Rates and Fees for 2020 – Kim

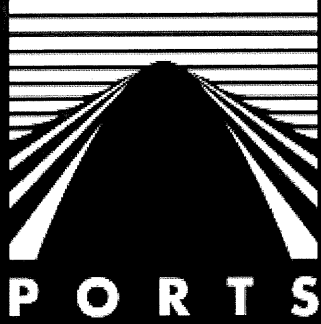
• **STAFF REPORTS & COMMENTS**

K. CEO & Other

• **COMMISSIONER REPORTS**

• **PUBLIC COMMENT** [5 min. apiece]

• **ADJOURN**



2019 ANNUAL MEETING

Wednesday, November 20, 2019, 12:00 PM –
Friday, November 22, 2019, 12:00 PM

Hotel Murano
1320 Broadway, Tacoma, WA 98402 ([map](#))

SECOND ADDENDUM TO LEASE

This Second Addendum to Lease ("Addendum") 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 D S FABRICATION & DESIGN, INC., a Washington corporation, hereinafter called "Lessee".

WITNESSETH

WHEREAS, Lessor and Lessee are parties to that certain Lease dated February 5, 2014, regarding Premises located at 3805 S Truman St, Washougal, Clark County, Washington 98671, as amended by a First Addendum To Lease dated August 20, 2019, hereinafter collectively referred to as the "Lease"; and

WHEREAS, due to material uncertainties that currently exist in the industry Lessee requests and Lessor agrees to grant Lessee the right to terminate the Lease early;

WHEREFORE, the Lease is hereby amended as follows:

1. Section 2 of the Lease, regarding TERM, is hereby deleted in its entirety and restated as follows:

2. Section 2. TERM: The initial term of this Lease shall be for a period of five (5) years, commencing May 1, 2014, and expiring April 30, 2019. This Lease may be extended for two (2) additional terms of five (5) years each after the expiration of the preceding 5-year term, upon mutual written consent of Lessor and Lessee. In addition, notwithstanding the term of this Lease, Lessee shall have the right to terminate this Lease early at any time effective at the end of any month following one hundred twenty (120) days written notice to Lessor. This Lease will remain in effect through the end of the term, as extended by mutual written agreement of the parties, unless sooner terminated pursuant to the express terms of this Lease, or upon closing of a purchase of the premises by Lessee, or otherwise terminated under applicable law. If Lessee holds over after the expiration or termination of the term, such tenancy shall be deemed to be on a month-to-month basis. During such holdover tenancy, Lessee agrees to pay Lessor 150% of the monthly rate of rental last payable under this Lease, unless a different rate is agreed to by Lessor; all other terms, covenants, and conditions of the Lease shall remain in effect.

2. Except as expressly modified by the terms of this Addendum, the Lease as previously amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the _____ day of _____, 2019.

PORT OF CAMAS-WASHOUGAL

D S FABRICATION & DESIGN, INC.

By: _____

By: _____

Title: _____

Title: _____

"Lessor"

"Lessee"

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2019, before me personally appeared DAVID RIPP, to be known to be the Executive Director of the Port of Camas-Washougal that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Port of Camas-Washougal, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this _____ day of _____, 2019, before me personally appeared _____ to be known to be the _____ of D S Fabrication & Design, Inc., the entity that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

Notary Public in and for the State of
Washington, residing at _____
My commission expires: _____