

PORT OF BROOKINGS HARBOR
Board of Commissioners
Special Meeting Agenda
Port Office
16340 Lower Harbor Rd, Suite 103
Brookings OR 97415

Wednesday, September 27, 2017 • 5:30 pm

Agenda

- 1. Call to Order and Roll Call**
- 2. Pledge of Allegiance**
- 3. Approval of Agenda**
- 4. Agenda Related Public Comments ***
- 5. Old Business**
 - a. BC Fisheries Bare Ground Lease Amendment
- 6. New Business**
 - a. None
- 7. Executive Session – pursuant to ORS 192.660(2)(f)(h)**
 - a. Small Claims Notice received from Gary Klein and Leroy Blodgett
- 8. Non-Agenda Related Public Comments ***
- 9. Adjournment**

* Limited to a maximum of three minutes per person. A “Public Comment Request”, located near the entrance, must be completed and turned into the Chairman prior to the beginning of the meeting.

FULL MEETING PACKET AVAILABLE AT www.portofbrookingsharbor.com

OLD BUSINESS AGENDA ITEM

DATE: *September 27, 2017*
RE: *BC Fisheries Lease Amendment*
TO: *Port of Brookings Harbor, Board of Commissioners*
ISSUED BY: *Gary Dehlinger, Port Manager*

OVERVIEW

- Correcting effective date to September 1, 2017.

DOCUMENTS

- BC Fisheries Lease Amendment, 2 pages

RECOMMENDED MOTION

- Accept BC Fisheries Lease Amendment as presented.

LEASE AMENDMENT – PROCESSING PLANT & DOCK

This Lease Amendment is between the Port of Brookings Harbor, hereinafter called "Landlord" and BC Fisheries, LLC, or its successors or assigns hereinafter called "Tenant". The lease amendment is to amend the Lease between the parties, dated July 1, 2015.

RECITALS

(1) Landlord and Tenant entered into a Commercial Lease Agreement for the property formerly known as the "Eureka Fisheries Parcel", together with that additional area that was formerly the site of an over-water commercial unloading dock dated July 1, 2015 and signed by the parties on July 20 and 21, 2015.

(2) The July 1, 2015 Lease provided that Tenant would undertake substantial development and improvements on the leased premises, paid for primarily by the Tenant.

(3) The July 1, 2015 Lease further provided that when the development and improvement of the leased premises was completed a new lease rate reflecting a commercially reasonable rate comparable to like improvements would be substituted as the new lease rate for the leased property.

(4) The development and improvements to the leased premises, including construction and development of a new dock, is now substantially completed. Landlord and Tenant now desire to revise the base rental for the lease premises as provided herein.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The above Recitals are true and accurate and are hereby incorporated herein by this reference.

2. Paragraph 1 a. of the July 1, 2015 Lease is hereby amended so that the lease premises as provided in this Amendment is legally described as shown in Exhibits A, B and C attached hereto and incorporated herein by this reference. This Amended Lease now provides that the leased premises includes 3,600 square feet of leased property for the unloading dock and 21,875 square feet of leased property for the processing plant facility.

Tenant Initial _____
Date _____

POBH Initial _____
Date _____

4. Paragraph 2 of the July 1, 2015 Lease is further amended to revise the Base Rental for the leased premises, which shall be calculated as follows:

a. The Base Rental rate for the unloading dock shall be \$0.63 per square foot per month, for a total of Two Thousand Two Hundred Sixty-Eight and 00/100 Dollars (\$2,268.00) per month.

b. The Base Rental rate for the processing plant facility and associated ground, consisting of 21,875 square feet of property, shall be \$0.07 per square foot per month, for a total of One Thousand Five Hundred Thirty-one and 25/100 Dollars (\$1,531.25) per month.

c. The total Base Rental rate for the leased premises, as described in subsection a and b, above, shall be Three Thousand Seven Hundred Ninety-nine and 25/100 Dollars (\$3,799.25) per month.

5. Except as modified herein, the Lease dated July 1, 2015 and all terms, conditions and provisions contained therein remain in full force and effect and are hereby ratified and confirmed.

6. The effective Date of this Lease Amendment shall be September 1, 2017

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Amendment on the date indicated next to their signature.

Port of Brookings Harbor

BC Fisheries, LLC

By: _____
(Angi Christian) – President

By: _____
Mike Manning – Managing Partner

Dated: _____

Dated: _____

By: _____
(Commissioner)

Dated: _____

Dated: _____

Tenant Initial _____
Date _____

POBH Initial _____
Date _____