

Board of Commissioners

Robert Stevens – Chairman
Frank Spence – Vice-Chair
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James Campbell – Treasurer
Dirk Rohne – Assistant Secretary/Treasurer

422 Gateway Ave, Suite 100
Astoria, OR 97103
Phone: (503) 741-3300
Fax: (503) 741-3345
www.portofastoria.com

Workshop Session

February 18, 2025 at 4:00 PM
422 Gateway Ave, Suite 100

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting by calling the Port of Astoria at (503) 741-3300.

*This meeting will also be accessible via Zoom. Please see page 2 for login instructions.

Agenda

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. CHANGES/ADDITIONS TO THE AGENDA
5. PUBLIC COMMENT
This is an opportunity to speak to the Commission for 3 minutes regarding any topic. In person, those wishing to speak must fill out a public comment form. Those participating via Zoom may raise their hands during the public comment period.
6. ACTION
 - a. Budget Committee Term Extension – Randolph (Tad) Pedersen 3
 - b. NW Forest Link Lease Amendment 4
 - c. Pier 1 Generator Project
7. COMMISSION COMMENTS
8. EXECUTIVE DIRECTOR COMMENTS
9. UPCOMING MEETING DATES
 - a. Regular Session – March 4, 2025 at 4:00 PM
 - b. Airport Advisory Committee – March 17, 2025 at 4:00 PM
 - c. Workshop Session – March 18, 2025 at 4:00 PM
10. ADJOURN

Please Note:

Agenda packets are available online at: <https://www.portofastoria.com/CommissionMeetings/AgendaMinutes.aspx>

Please allow time for the normal posting procedure for agendas and meeting packets.

Board of Commissioners**HOW TO JOIN THE ZOOM MEETING:**

Online: Direct link: <https://us02web.zoom.us/j/86905881635?pwd=amhtTTBFcE9NUElxNy9hYTFFPQTlzQT09>
Or go to [Zoom.us/join](https://zoom.us/join) and enter Meeting ID: 869 0588 1635, Passcode: 422

Dial In: (669) 900-6833, Meeting ID: 869 0588 1635, Passcode: 422

This meeting is accessible to persons with disabilities or persons who wish to attend but do not have computer access or cell phone access. If you require special accommodations, please contact the Port of Astoria at least 48 hours prior to the meeting by calling [\(503\) 741-3300](tel:5037413300) or via email at admin@portofastoria.com.

Port of Astoria 2024 Budget Committee Members

Citizen Member	Term Ending
John Lansing	6/30/2026
William Young	6/30/2026
Steve Kraske	6/30/2025
Randolph Pedersen	6/30/2024
Vacant	

ORS 294.414(5) – Appointive members of a budget committee that prepares an annual budget shall be appointed for terms of three years. The terms shall be staggered so that, as near as practicable, one-third of the terms of the appointive members end each year.

FIRST AMENDMENT TO
COMMERCIAL LEASE AGREEMENT

Date: February 18, 2024

Between: **Port of Astoria**
422 Gateway Avenue, Suite 100
Astoria, Oregon 97103
Ph: 503-741-3300 (“Port”)

And: **Northwest Forest Link (“NFL”)**
Suite 100, 950 12th Avenue, Longview, WA 98632
[REDACTED] (“Tenant”)

1. **AGREEMENT.** This amends that Commercial Lease Agreement between Port and Tenant dated January 1, 2024 (“Original Lease”). Except as expressly provided herein, all other terms of the Original Lease are ratified and affirmed as if fully set forth herein.
2. **AMENDMENTS.** The Original Lease is amended as follows (new text shown in **bold-face type**):

A. Subsection 2.1, “Original Term,” is amended as follows:

2.1 Original Term. The original term (“Original Term”) of this Lease shall be twenty-four (24) months, commencing on January 1st, 2024 (“Commencement Date”) and ending on December 31st, 2025. Tenant’s obligations under this Lease shall commence on the Commencement Date. **If, however, at any time during the Abatement Period stated in subsection 5.4 herein, Port locates a different tenant willing and able to lease the Premises at the full market lease rate, Port may provide Tenant with fifteen (15) days’ written notice offering Tenant the right to resume making rent payments at the amount originally agreed in the Original Lease. If Tenant agrees to resume making payments in full and thereafter makes such payments as agreed, the Abatement Period shall cease and the Original Lease shall continue through its Original Term. If Tenant declines to resume making payments in full after receiving notice under this subsection, the Original Term shall expire and Tenant shall immediately abandon the Premises. In the event of early termination under this subsection, neither party shall be held in breach.**

B. Section 5, “RENT,” is hereby amended as follows

During the Term of the Lease, Tenant shall pay to Port the following Rent:

5.1 Base Rent. Initial Base Rent shall be \$0.085/SQ FT (169,026 SQ FT) per month. Total sum of **\$14,367.21** per month.

- 5.2 **Additional Rent.** In addition to the Base Rent, Tenant shall pay as Additional Rent all taxes (including property taxes), insurance costs, utility charges, tariffs, Port fees, and any other sum that Tenant is required to pay to Port or to third parties under this Lease.
- 5.3 **Escalation.** The Base Rent shall be increased on the yearly anniversary of the Commencement Date by a percentage equal to the Percent Annual Increase in the Consumer Price Index (“CPI”) published by the United States Bureau of Labor Statistics of the United States Department of Labor “Table A. West region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted,” or the nearest comparable data if such index is no longer published. CPI calculation will be based on the most recent 12-month percent change published on the anniversary date of lease commencement. In no event shall the Base Rent be reduced below that of the prior year.
- 5.4 **Temporary Rent Abatement.** Notwithstanding any contrary provision in this Agreement, the Base Rent due from Tenant shall be reduced by ninety percent (90%) for the months beginning March 1, April 1, May 1, and June 1, 2025 (“Abatement Period”). Total rent for each month of the Abatement Period shall be \$1,467, unless Tenant resumes paying rent in full or the Original Lease is terminated prior to the end of the Abatement Period as provided in subsection 2.1.
- 5.5 **Negotiations During Abatement Period.** Prior to the expiration of the Abatement Period, Port and Tenant shall negotiate in good faith to determine whether market conditions justify continuing to modify the Original Lease. If by the end of the Abatement Period Tenant is unable to resume making payments in full and the Port has not terminated the Original Lease pursuant to subsection 2.1, the Port may pursue all remedies available under the Original Lease.

The parties, by signature below of their respective authorized representatives, hereby acknowledge that the parties have read the Lease as hereby amended, understand it, and agree to be bound by its terms and conditions.

PORT OF ASTORIA:

By: _____

Name: _____

Title: _____

TENANT:

By: _____

Name: _____

Title: _____