

**RESOLUTION NO. 2025-24**

**A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE COMMERCIAL LEASE AGREEMENT WITH TILLAMOOK COUNTY FOR THEIR HEALTH CLINIC**

**WHEREAS**, the City (Landlord) and Tillamook County (Tenant) are parties to a certain commercial lease dated July 1, 2020 governing 905 square feet at Rockaway Beach City Hall located at 276 South Highway 101, Rockaway Beach, Oregon ("Original Lease"); and

**WHEREAS**, for mutual consideration, the sufficiency of which is acknowledged by both parties, both Landlord and Tenant wish to amend the Original Lease as set forth in this First Lease Amendment, attached as Exhibit A.

**NOW, THEREFORE, THE CITY OF ROCKAWAY BEACH RESOLVES AS FOLLOWS:**

**Section 1.** The City of Rockaway Beach City Council hereby approves the First Lease Amendment Commercial Lease Agreement, attached as Exhibit A.

**Section 2.** This resolution will take effect immediately upon adoption.

**APPROVED AND ADOPTED BY THE CITY COUNCIL THE 14TH DAY OF MAY 2025.**

APPROVED



Charles McNeilly, Mayor

ATTEST



Melissa Thompson, City Recorder

**First Lease Amendment  
Commercial Lease Agreement**

Dated: July 1, 2025.

Between: City of Rockaway Beach ("Landlord"),

and: Tillamook County ("Tenant").

Landlord and Tenant are parties to that certain commercial lease dated July 1, 2020 governing 905 square feet at Rockaway Beach City Hall located at 276 South Highway 101, Rockaway Beach, Oregon ("Original Lease").

For mutual consideration the sufficiency of which is acknowledged by both parties, both Landlord and Tenant wish to amend the Original Lease as set forth in this First Lease Amendment.

**Amendment**

Effective July 1, 2025, the Original Lease is amended as follows:

1. To remove the "meeting room" from the Original Lease, the "Premises," is amended, in total, to be:

905 square feet at Rockaway Beach City Hall located at 276 South Highway 101, Rockaway Beach, Oregon.
2. To extend the Original Lease by five additional years, Section 1.1 is amended, in total, to read:

1.1 Original Term: The term of this Lease shall commence on July 1, 2020, and shall continue through midnight on June 30, 2030, unless earlier terminated as set forth herein.
3. To adjust the monthly rental rate for the additional five years, Section 2.1 is amended, in total, to read:

2.1 Tenant shall pay monthly rent of Nine Hundred Forty-Six Dollars and 00/100 Cents (\$946.00) per month. Rent shall be payable on the tenth day of each month, in advance, at the place designated by Landlord. Effective July 1, 2025, monthly rent shall increase to One Thousand One Hundred Seventy-Five Dollars and 00/100 Cents (\$1,175.00) per month.
4. To simplify the utility billing and charges, Section 6.3 is amended, in total, to read:

6.3. Utility Charges. Tenant shall pay to Landlord, for water, sewer, and electricity services provided by Landlord to Tenant, Two Hundred Five Dollars and 00/100 Cents (\$205.00) monthly.

5. To simplify the utility billing and charges, Section 6.4 is deleted, in total.
6. To correct the Landlord's mailing address, Section 17.3 is amended to update the address for Landlord to read:  
  
City of Rockaway Beach  
PO Box 5  
Rockaway Beach, OR 97136
7. All other provisions of the Original Lease are unchanged by this First Lease Amendment and remain in full effect.
8. This First Lease Amendment may be executed in several counterparts (electronically or otherwise) all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this First Lease Amendment so executed shall constitute an original.

**Landlord**

City of Rockaway Beach

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Tenant**

Tillamook County

By: \_\_\_\_\_

Date: \_\_\_\_\_