

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

PORT ORDINANCE NO. 4483

**ORDINANCE AMENDING PORT ORDINANCE NO. 4430 RELATING TO
LANDING AND TENANT TERMINAL SPACE RENTAL FEES AT
METROPOLITAN OAKLAND INTERNATIONAL AIRPORT.**

WHEREAS, the Board of Port Commissioners of the City of Oakland ("Board") has reviewed and evaluated the Agenda Report for Agenda Item 6.1, dated June 28, 2018 (the "Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; now, therefore

BE IT ORDAINED by the Board of Port Commissioners of the City of Oakland as follows:

The charges for use of facilities and the provision of Aviation Fuel at Metropolitan Oakland International Airport were established pursuant to Port Ordinance No. 4430 adopted by the Board on July 13, 2007, and are hereby amended, consistent with the Agenda Report, as follows:

Section 1. The landing fees and operation charges established under Section 2 and the space rental charges established under Section 10 of Port Ordinance No. 4430 are hereby amended as shown on the revised Rate Schedule attached to this Ordinance.

Section 2. Section 7 of Port Ordinance No. 4430 is hereby amended to read in full as follows:

"Section 7. Except as otherwise provided in this Section 7, no landing fees shall be charged (a) for any Based Tenant Aircraft operations not engaged in Commercial Operations, (b) for any Aircraft chartered or operated by the federal government or by the State of California or any of their agencies, except in the event that an agreement between the Port and the federal government or the State of California or any of their agencies establishes such landing fees, (c) of federal government or State of California Aircraft being repaired or overhauled by an Airport-based company for which prior approval of the Director has been obtained, or (d) for Angel Flight operations. "Angel Flight" means a flight operation by a volunteer pilot using his/her own personal aircraft and time to transport patients and family members to a medical facility for no charge."

Section 3. The last sentence of Section 9 of Port Ordinance No. 4430 is hereby amended to read as follows: "For Fiscal Year 2018-2019, for Signatory Airlines, the South Field Aircraft storage fees set forth in Sections 9.a.(1), 9.a.(3), 9.b.(1) and 9.b.(2) shall be held in abeyance."

Section 4. The last sentence of Section 10.14 of Port Ordinance No. 4430 is hereby amended to read as follows: "The rental rate for concession office and storage space is \$5.164 per square feet per month."

Section 5. The Board hereby finds and determines that this Ordinance is exempt pursuant to California Environmental Quality Act Guidelines Section 15273(a).

Section 6. This Ordinance shall be effective July 1, 2018 for Signatory Airlines, and October 1, 2018 for all others.


Section 7. In acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received.


The Board of Port Commissioners, Oakland, California, June 28, 2018. Passed to print for one day by the following vote: Ayes: Commissioners Butner, Colbruno, Cluver, Martinez, Yee and President Story - 6. Excused: Commissioner Hamlin - 1. Noes: 0.

Daria Edgerly
Secretary of the Board

Adopted at a Regular Meeting held July 12, 2018
by the following vote:

Ayes: Commissioners Butner, Colbruno, Cluver, Hamlin, Martinez, Yee and President Story - 7
Noes: 0



President.


Secretary.

Attest:

Approved as to form and legality:



Port Attorney

**EXHIBIT A
RATE SCHEDULE**

	Rate Ord Section		FY2018-19
LANDING FEES			
Signatory Airline; Based Tenant, Engaged in Commercial Operations			
Minimum Charge per Landing	2 (a)	\$	39.28
Landing Fee	2 (b) (i)		3.14
All Other Aircraft			
Minimum Charge per Landing	2 (a)	\$	49.10
Landing Fee	2 (b) (ii)		3.93
No landing fee shall be charged for landings of:			
1 Any Aircraft which, after taking off from the Airport, and without making a landing at any other airport, returns to land at the Airport because of meteorological conditions, mechanical or operating causes, or any other reason of emergency;	3	\$	-
2 Any Based Tenant Aircraft not engaged in Commercial Operations;	7 (a)	\$	-
3 Aircraft chartered or operated by the federal government or by the State of California or any of their agencies, except in the event that an agreement between the Port and the federal government or the State of California or any of their agencies establishes such landing fees;	7 (b)	\$	-
4 Federal government or State of California Aircraft being repaired or overhauled by an Airport-based company for which prior approval of the Director has been obtained.	7 (c)	\$	-
5 Angel Flight operations	7 (d)	\$	-
TERMINAL RATES AND FEES			
Terminal Space Rental Rates (psf/per month)	10.1		
Category I - Preferential Ticket Counter Space	10.1 (a)	\$	29.510

Category II - Exclusive Office and Preferential Holdroom Space	10.1 (b)		26.559
Category III - Baggage Claim Space	10.1 (c)		23.608
Category IV - Preferential Baggage Make-up Space	10.1 (d)		20.657
Category V - Common Use Ticket Counter Space	10.1 (e)		14.755
Category VI - Common Use Office Space	10.1 (f)		13.279
Category VII - Common Use Baggage Make-up Space	10.1 (g)		10.328
Preferential Holdroom Monthly Charge (per each Holdroom)	10.1	\$	65,005
Baggage Claim Monthly Charges - Signatory Airline Allocated based on % deplaning passengers	10.2		
Terminal 1		\$	483,630
Terminal 2		\$	367,385
Baggage Claim Fee per Deplaned Passenger- Non-Signatory Airline	10.2	\$	1.81
Common Use Fee per Operation - Signatory Airline	10.3	\$	643
Common Use Fee per Operation - Non-Signatory Airline			803
Secondary Use Fees per Operation: Applicable to Signatory Based Airline only	10.4		
Aircraft with 90 seats or more		\$	474
Aircraft with 31 to 89 seats			237
Aircraft with 30 seats or fewer			119
Airline Self-Service Kiosk - per unit per month	10.5	\$	50.00
Federal Inspection Services (FIS) Facility Fee	10.7	\$	12.00

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

PORT ORDINANCE NO. 4484

ORDINANCE (1) APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE WITH GSC LOGISTICS, INC. A FOURTH AMENDMENT TO LEASE FOR PREMISES LOCATED AT 555 MARITIME STREET, EXTENDING THE LEASE THROUGH JUNE 30, 2023 AND WITH AN ANNUAL RENT RANGE OF \$1.45 MILLION AND \$1.68 MILLION AND (2) AUTHORIZING \$85,000 IN OPERATING EXPENSES FOR DEFERRED MAINTENANCE ON THE LEASED PREMISES.

WHEREAS, the Board of Port Commissioners of the City of Oakland ("Board") has reviewed and evaluated the Agenda Report for Agenda Item 6.2, dated June 28, 2018 (the "Agenda Report") and related agenda materials, has received the expert testimony of Port of Oakland ("Port") staff, and has provided opportunities for and taken public comment; and

WHEREAS, Section 706 of the Charter of the City of Oakland ("City") gives to the Board the complete and exclusive power and duty for and on behalf of the City to make provisions for the needs of commerce, shipping, and navigation of the Port and to promote the development, construction, and operation of all waterfront properties, including piers, wharves, sea walls, docks, and other improvements; and

WHEREAS, the proposed action will provide service for members of the public, and is consistent with the Port's duty to use and manage Port property in trust for the people of the State of California (the "Tidelands Trust"), and the private use of Port property pursuant to the agreements will not interfere with the Tidelands Trust; now, therefore

BE IT ORDAINED by the Board of Port Commissioners of the City of Oakland as follows:

Section 1. In acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received.

Section 2. The Board hereby finds and determines as follows:

A. GSC Logistics, Inc. ("GSC Logistics") is currently the lessee under a Lease for premises located at 555 Maritime Street ("Lease"); and

B. Port staff have negotiated and recommend entering into a fourth amendment to the Lease with GSC Logistics under the terms described in the Agenda Report, including (without limitation) the following:

1. Term: The term is September 1, 2018 through June 30, 2023.
2. Premises: The leased area is reduced by 11,500 square feet (0.2640 acres) for a revised leasehold area of 679,703 square feet (15.6038 acres).
3. Fixed Monthly Rent: Starting September 1, 2018, the Fixed Monthly Rent is \$124,451 escalating three percent (3%) annually.
4. Variable Rent: Variable rent provisions will be removed from the Lease.
5. Conditional Negotiating Opportunity: The proposed fourth amendment to the Lease contains a conditional negotiating opportunity commencing on January 1, 2023 should another Port tenant decline its exclusive negotiating right for the Premises.
6. Domestic Cargo: The five percent (5%) limit on Domestic Cargo passing into the premises will now be calculated by tonnage.
7. Maintenance: GSC Logistics remains responsible to maintain existing facility and pavement within the Lease premises. GSC Logistics must make all necessary pavement repairs as required. The Port will reimburse 30% of the costs for the pavement crack and slurry seal work, up to a maximum of \$35,000, on a one-time basis.
8. Security Deposit: GSC shall deposit with the Port and maintain during the entire Term a deposit in the sum of three (3) months Fixed Monthly Rent. The deposit shall be evidenced by cash, certificate of deposit, irrevocable letter of credit, or similar instrument acceptable by the Port.
9. Air Quality: GSC is required to undertake certain environmental initiatives to promote, in particular, but not limited to, improvements to air quality at its facility.

C. The Board further finds and determines that the proposed approval is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15301(p), which exempts renewals, extensions or amendments to leases where the premises was previously leased to the same or another person, and involving negligible or no expansion of use beyond that previously existing..

Section 3. The Board hereby authorizes the Executive Director or his designee to execute the proposed fourth amendment to the Lease with **GSC Logistics**, as further described in the Agenda Report, subject to approval as to form and legality by the Port Attorney.

Section 4. The Board hereby authorizes expenditure of up to \$85,000 for deferred maintenance on the Lease premises.

Section 4. This ordinance is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. Unless and until a separate written agreement is duly executed on behalf of the Board as authorized by this ordinance, is signed as approved as to form and legality by the Port Attorney, and is delivered to the other contracting party, there shall be no valid or effective agreement.

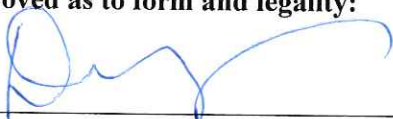
The Board of Port Commissioners, Oakland, California, June 28, 2018. Passed to print for one day by the following vote: Ayes: Commissioners Butner, Colbruno, Cluver, Martinez, Yee and President Story - 6. Excused: Commissioner Hamlin - 1. Noes: 0.

Daria Edgerly
Secretary of the Board

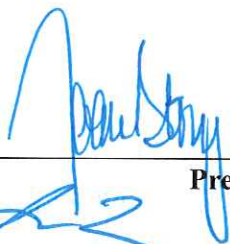
Adopted at a Regular Meeting held July 12, 2018
by the following vote:


Ayes: Commissioners Butner, Colbruno, Cluver, Hamlin, Martinez, Yee and
President Story - 7
Noes: 0

Approved as to form and legality:



Port Attorney



President.
Attest: 

Secretary.

**BOARD OF PORT COMMISSIONERS
CITY OF OAKLAND**

PORT ORDINANCE NO. 4485

ORDINANCE AUTHORIZING THE EXTENSION OF (1) A SPACE ASSIGNMENT AGREEMENT WITH TRAPAC, LLC FOR APPROXIMATELY TWENTY-FOUR ACRES, AND (2) A TEMPORARY RENTAL AGREEMENT WITH O.C. JONES AND SONS, INC., FOR APPROXIMATELY SIX ACRES TO SUPPORT TRAPAC'S TERMINAL REDEVELOPMENT, BOTH WITHIN THE OUTER HARBOR TERMINAL, FOR UP TO AN ADDITIONAL NINE MONTHS BEYOND THE CURRENT EXPIRATION OF JUNE 30, 2018, AND RESULTING IN MINIMUM NET REVENUE OF \$788,000.

WHEREAS, the Port and TraPac, LLC ("TraPac") are parties to that certain Berths 25-33 Non-Exclusive Preferential Assignment Agreement dated for reference purposes as of October 27, 2016, as amended by that First Supplemental Agreement (Berths 25-33) dated for reference purposes as of October 13, 2017 (and together referred to herein collectively as the "**NEPAA**"). The NEPAA granted to TraPac a non-exclusive preferential assignment to use approximately 123 acres of land area behind Berths 25-33 and approximately 12.94 acres of water area, together with four Port-owned cranes (collectively the "**Premises**"). The NEPAA will expire on June 30, 2030 unless extended pursuant to the terms of the NEPAA; and

WHEREAS, the NEPAA requires TraPac to develop certain improvements (set forth in Exhibit F of the NEPAA and referred to as the "**Improvements**") on various portions of the Premises, and the NEPAA requires the Port to grant TraPac and its contractors certain rights of entry and use of Port lands in connection with TraPac's actual construction of such Improvements. Accordingly, the Port entered into a no-cost temporary rental agreement ("**TRA**") with O.C. Jones, TraPac's general contractor, to use approximately 6 acres of land outside of the Premises for temporary stockpiling of equipment and excavated materials and as a laydown site for construction; and

WHEREAS, the Port and TraPac also entered into a Space Assignment to allow TraPac to use approximately 24 acres of land adjacent to Berth 24 to minimize disruptions to TraPac's operations (the "**Space Assignment**"); and

WHEREAS, both the TRA and the Space Assignment have been previously approved by the Board, and both agreements are scheduled to

expire on June 30, 2018; and

WHEREAS, for various reasons set forth in the Agenda Report, the Port and TraPac desire to extend the term of both the TRA and the Space Assignment, respectively, to and including March 31, 2019; and

WHEREAS, the Board has reviewed and evaluated Agenda Report Item No. 6.3 (the "**Agenda Report**") to the Agenda of the June 28, 2018 regular meeting of the Board of Port Commissioners (the "**Board**") and related agenda materials, has received the expert testimony of Port staff, and has provided opportunities for and taken public comment; and

WHEREAS, in acting upon this matter, the Board has exercised its independent judgment based on substantial evidence in the record and adopts and relies upon the facts, data, analysis, and findings set forth in the Agenda Report and in related agenda materials and in testimony received.

BE IT ORDAINED BY THE BOARD OF PORT COMMISSIONERS OF THE CITY OF OAKLAND AS FOLLOWS:

SECTION 1. The Board hereby finds and determines the following:

A. All the lands subject to the NEPAA, the Space Assignment, and the TRA are subject to the California tidelands trust doctrine as developed by common law, California legislative acts, and case law (collectively, the "**Tidelands Trust**") and are part of the "Port Area" as defined in Section 725 of the City Charter; and

B. Section 706 of the City Charter gives to the Board the complete and exclusive power and duty for and on behalf of the City to make provisions for the needs of commerce, shipping, and navigation of the Port and to promote the development, construction, and operation of all water front properties including piers, wharves, sea walls, docks, and other improvements; and

C. If extended to March 31, 2019, all of the terms and conditions of each of the TRA and the Space Assignment would remain in full force and effect except that:

- Starting July 1, 2018, TraPac's monthly rent will increase from \$225,000 per month to \$231,000 per month; and

- The Port will reimburse TraPac the amount of \$136,365 for the cost of performing certain emergency pavement repairs as described in the Agenda Report.

D. Under the terms and conditions of the TRA, once extended, O.C. Jones must continue to follow the Port's soil management and environmental protocols as it relates to material stockpiling, as well as all the other terms and conditions of the TRA. Additionally, if TraPac desires to use the TRA area after October 31, 2018, TraPac will pay the Port Tariff rates (currently approximately \$52,000 per month for 6 acres); and

E. Under the terms and conditions of the current Space Assignment, in addition to the increased monthly rent, TraPac will also continue to pay the Port a \$0.01 per square foot per month lighting assessment; and

F. The proposed extensions to the TRA and to the Space Assignment are consistent with the Port's duty to use and manage Port property in accordance with the Tidelands Trust, and the private use of Port property pursuant to these amendments will not interfere with the Tidelands Trust.

Section 2. The Board further finds and determines that the proposed extensions of each of the Space Assignment and the TRA are categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to the Port CEQA Guidelines, Section 15301(p), which exempts renewals, extensions or amendments to leases or license and concession agreements where the premises or licensed activity was previously leased or licensed to the same or another person, and involving negligible or no expansion of use beyond that previously existing. Extending the Space Assignment and the TRA for TraPac to continue its current operations and activities at each location meets the criteria for this exemption.

SECTION 3. The Board hereby authorizes the Executive Director to:

A. Execute on behalf of the Board amendments to the Space Assignment and to the TRA, respectively, to extend the term of each to March 31, 2019 in accordance with the intent and purpose of this Ordinance.

B. Make such additions, modifications, or corrections as necessary to implement the amendments or to correct errors in either the Space Assignment or the TRA, subject to the limitations set forth herein and provided that any such addition, modification or correction does not materially differ from the terms and conditions set forth herein and in the Agenda Report.

SECTION 4. This Ordinance is not evidence of and does not create or constitute (a) a contract, or the grant of any right, entitlement or property interest, or (b) any obligation or liability on the part of the Board or any officer or employee of the Board. Unless and until separate written agreements are duly executed on behalf of the Board as authorized by this Ordinance, is signed as approved as to form


and legality by the Port Attorney, and is delivered to other contracting party, there shall be no valid or effective agreement.

The Board of Port Commissioners, Oakland, California, June 28, 2018. Passed to print for one day by the following vote: Ayes: Commissioners Butner, Colbruno, Cluver, Martinez, Yee and President Story - 6. Excused: Commissioner Hamlin - 1. Noes: 0.


Daria Edgerly
Secretary of the Board

Adopted at a Regular Meeting held July 12, 2018
by the following vote:

Ayes: Commissioners Butner, Colbruno, Cluver, Hamlin, Martinez, Yee and
President Story - 7
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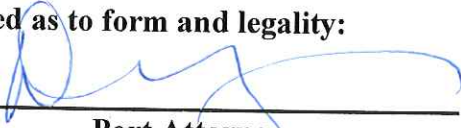


President.

Attest: 

Secretary.

Approved as to form and legality:



Port Attorney