

RESOLUTION NO. 2016-31

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN
APPROVING AND AUTHORIZING THE
CITY MANAGER TO EXECUTE A
LEASE AGREEMENT WITH THE ROCKLIN CHAMBER OF COMMERCE
(A portion of the Train Station Site, 3700 Rocklin Road, Rocklin, CA)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Lease Agreement by and between the City of Rocklin and the Rocklin Area Chamber of Commerce for a Portion of the Train Station Site, in substantially the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is authorized and directed to cause the recordation of the Lease Agreement by and between the City of Rocklin and the Rocklin Area Chamber of Commerce for a Portion of the Train Station Site in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 9th day of February, 2016, by the following vote:

AYES: Councilmembers: Magnuson, Ruslin, Butler, Yuill, Janda

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

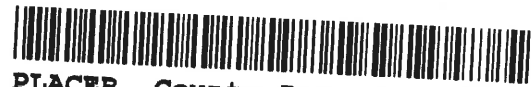


Gregory A. Janda, Mayor

ATTEST:



Barbara Ivanusich, City Clerk



PLACER, County Recorder
RYAN RONCO

DOC- 2017-0022886-00

TUESDAY, MAR 28, 2017 13:10:39
MIC \$0.00 | AUT \$0.00 | SBS \$0.00
ERD \$0.00 | RED \$0.00 | * \$0.00
ADD \$0.00

Ttl Pd \$0.00 Rcpt # 02588974
CLK98BT282/RJ/1-17

Recording Requested by
and Return to:

City Clerk
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

Exhibit A to Resolution No. 2016-31

**LEASE AGREEMENT BY AND BETWEEN
THE ROCKLIN CHAMBER OF COMMERCE AND THE CITY OF ROCKLIN
(A portion of the Train Station Site, 3700 Rocklin Road, Rocklin, CA)**

This Lease Agreement ("Agreement") of a Portion of the Train Station Site by and between the CITY OF ROCKLIN, a municipal corporation, ("City") and the Rocklin Area Chamber of Commerce, a nonprofit corporation ("Chamber") is entered into this 9th day of February, 2016.

1. The City and Chamber executed a Lease of a Portion of the Train Station Site by and between the City of Rocklin and the Rocklin Area Chamber of Commerce on July 11, 2006 as approved by City Council Resolution No. 2006-242, and as amended on April 12, 2011 by the First Amendment to the Lease approved by City Council Resolution 2011-41.
2. The First Amendment to the Lease expires by its terms on July 30, 2016
3. The City of Rocklin and the Rocklin Area Chamber of Commerce desire to enter into a new Lease Agreement for a new five year period through July 30, 2021.

Therefore, for good and valuable consideration the receipt and adequacy of which is acknowledged, the parties agree as follows:

Section 1. Lease of Premises.

City leases to the Chamber and the Chamber leases from City the Leased Premises on the terms and conditions set forth in this Agreement. The Leased Premises consists of the approximately 1896 square feet of finished office space as specified in Exhibit A as currently occupied by Chamber.

Section 2. Use.

A. The Chamber agrees to use the Leased Premises for office purposes and ancillary uses typical of a Chamber of Commerce or public services type business.

B. The Chamber shall not commit any acts on the Leased Premises nor use the Leased Premises in any manner that will increase the existing rates for or cause cancellation of any fire, liability, or other insurance insuring the Leased Premises or the improvements on the Leased Premises. The Chamber shall not commit any acts on the Leased Premises, nor use the Leased Premises in any manner that will increase the existing rates for or cause the cancellation of any fire, liability, or other insurance policy insuring or hereinafter insuring the Leased Premises or the improvements on the Leased Premises.

C. The Chamber shall not commit, or suffer to be committed, waste upon the Leased Premises, or nuisance or other act or thing that may disturb the quiet enjoyment of the neighborhood.

D. The Chamber shall, at the Chamber's sole cost, comply with all of the requirements of all municipal, state, and federal authorities pertaining to the use of the Leased Premises. The Chamber agrees not to use the Leased Premises for any unlawful purpose.

Section 3. Term.

The term of this Agreement shall be for a period of five (5) years, commencing on August 1, 2016, "Commencement Date," and unless terminated sooner in accordance with this Lease, ending five (5) years from that date (Term).

Section 4. Rent.

A. Tenant agrees to pay to City as rent, in advance, for the use and occupancy of the Leased Premises, the sum of Nine Hundred Twenty-Five Dollars (\$925.00) per month. Payments of \$925.00 per month shall commence on August 1, 2016 and continue on a monthly basis until such time as the first increase is due. The rental amount shall be increased annually with the first increase being on August 1, 2017 and then on August 1st annually thereafter as shown in the following schedule of rents:

The monthly rent schedule reflecting the annual increases shall be:

Year 1 (August 2016 – July 2017)	\$925 per month
Year 2 (August 2017 – July 2018)	\$950 per month
Year 3 (August 2018 – July 2019)	\$975 per month
Year 4 (August 2019 – July 2020)	\$1000 per month

Year 5 (August 2020 – July 2021) \$1025 per month

B. Tenant agrees to continued support of City activities and programs as set forth in Exhibit B of the Lease.

C. The Chamber shall designate City as a member of the Chamber including a member of the Chairman's Circle at the Platinum Level with the associated member benefits.

Section 5. Security Deposit.

A. The Chamber shall deposit with City the sum of Five Thousand and 00/100 Dollars (\$5,000.00) as security for the full and faithful performance by the Chamber of the terms, conditions, and covenants of this Lease.

B. In the event the Chamber: (1) defaults in the payment of rent, or any portion of rent, or utility billings from City; (2) damages the premises through want of ordinary care or any greater degree of culpability; or (3) fails to leave the premises in a clean condition (i.e., comparable to the condition of the premises at the time City delivered possession to the Chamber at the commencement of this Lease, excepting ordinary wear and tear) City may apply the funds held as a security deposit to remedy such default in the payment rent, to effectuate necessary repairs, or to put the premises in clean condition.

C. City shall hold the security deposit for the Chamber, free from the claim of any creditor of City except a trustee in bankruptcy. City shall return any portion of the security deposit remaining after any deductions authorized by this article, within thirty (30) days of the termination of this Lease. The Chamber shall not be entitled to any interest on any portion of the security deposit.

D. If during the term of this Lease, City applies all or any portion of the security deposit for a purpose authorized by this article or otherwise authorized by law, the Chamber agrees to restore the amount of the security so applied by City with the next due payment of rent under this Lease.

Section 6. Taxes.

A. Pursuant to California Revenue and Taxation Code section 107.6, the Chamber is notified that the property interest acquired by the Chamber in the Leased Premises under this Agreement may be subject to property taxation as a possessory interest in real property. In the event these taxes are assessed, it shall be the Chamber's sole responsibility to pay any and all property taxes levied on that interest.

B. During the Term the Chamber shall pay all taxes assessed against and levied upon fixtures, furnishings, equipment, and all other personal property of the Chamber contained in the Leased Premises prior to delinquency, and when possible the Chamber shall cause these fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of City.

Section 7. Alterations.

A. Other than installing a security system for the Leased Premises, the Chamber shall not make or suffer to be made, any alterations of the Leased Premises, or any part of the Leased Premises, without the prior written consent of the City Manager or his or her designee. Any additions to, or alterations of, the Leased Premises, except the security system, movable furniture, and trade fixtures, shall become at once a part of the realty and belong to City. Any alterations shall be in conformance with the requirements of all municipal, state, and federal authorities.

B. Should the Chamber desire to construct tenant improvements to improve office efficiency and/or provide for better customer service, City and Chamber shall determine an appropriate cost sharing formula to fund the proposed tenant improvements. The City shall have final approval of any and all construction and tenant improvements, except for those items specifically discussed in subsections 8.B and 8.C below.

Section 8. Maintenance and Repair.

A. City's Responsibilities.

1. Exterior improvements. City will maintain and repair all exterior improvements, including but not limited to, sidewalks, driveways, parking lots, landscaping areas, sprinkler systems, lighting, and landscaping that are part of or adjoin the Premises.

2. Interior Equipment. City shall, at its sole expense, maintain fixed interior equipment, including but not limited to, structural condition of interior bearing walls, fire sprinkler system, fire alarm and smoke detection systems, fire hydrants, mechanical equipment, electrical systems (not including light bulbs), and plumbing fixtures and equipment.

3. Building Structure. City shall, at its sole expense, maintain the building foundation, the exterior walls, windows (except cleaning) and doors, and the roof structure of the Leased Premises, but City shall not be responsible for any repairs to or maintenance to the building foundation, exterior walls, windows and doors, or roof structure caused by or resulting from the actions of the Chamber or any of the Chamber's contractors, employees, licensees, invitees or agents. The Chamber agrees that it shall be

responsible for and shall promptly repair or replace, as necessary, any part or portion of the building foundation, the exterior walls and the roof structure of the Leased Premises, which repair or maintenance arises out of or results from the actions of the Chamber or any of the Chamber's contractors, employees, licensees, invitees, or agents.

B. Chamber Responsibilities.

The Chamber shall, at its sole expense, keep and maintain the Leased Premises, including without limitation, interior walls, alarms, all windows' surfaces (cleaning both interior and exterior windows and window coverings), lighting fixtures (including replacement of lamps, bulbs, tubes and ballasts), interior ceilings, walls and floor coverings of the Leased Premises, store fronts, latches, locks, fire extinguishing systems and equipment, and all other interior improvements of any nature whatsoever.

The Chamber will keep such items in good, clean and first-class condition and repair, including, without limitations, replacing such items as needed, and deliver to City physical possession of the Leased Premises at the termination of this Agreement or any sooner expiration thereof, in good condition and repair, reasonable wear and tear excepted. All repairs and replacements required of the Chamber shall be promptly made with new materials of like kind and quality.

C. If any maintenance or repair affects the structural elements of the Leased Premises or if the estimated cost of any item of repair or replacement is in excess of Five Thousand Dollars (\$5,000.00), the Chamber shall first obtain City's written approval of the scope of the work, the plans for the work, the materials to be used, and the contractor hired to perform the work. If any of the above maintenance responsibilities jointly apply to the Chamber and other tenant(s) of City, such maintenance responsibilities and charges shall be performed by City and the Chamber shall reimburse City as additional rent the cost of such maintenance responsibilities and charges as allocated to the Leased Premised by square footage or other equitable basis as calculated and determined by City.

D. The Chamber, voluntarily and with full knowledge of its rights, waives the provisions of Civil Code sections 1941 and 1942 and any other law that would require City to maintain the Leased Premises in a tenantable condition or would provide the Chamber with the right to make repairs and deduct the cost of those repairs from the rent.

Section 9. Destruction of the Premises.

A. Partial Destruction. In the event the Leased Premises or the Property becomes partially destroyed by any cause not the fault of the Chamber, its agents or employees, this Agreement shall continue in full force and effect and City shall promptly commence and expeditiously complete the work of repairing and restoring the Leased

Premises and/or the Property to their prior condition, provided such work can be accomplished within thirty (30) working days from the date of partial destruction.

B. Total Destruction. In the event the Leased Premises or the Property containing the Leased Premises becomes totally destroyed by any cause not the fault of the Chamber, its agents or employees, the Chamber shall be permitted to terminate this Agreement upon thirty (30) days notice if the work of repairing and restoring the Leased Premises and/or the Property to their prior conditions cannot be accomplished by City, at its own cost and expense, within thirty (30) working days from the date of destruction.

Section 10. Public Areas of Building.

A. All public areas shall be subject to the exclusive control and management of City or any other persons or nominees that City may have delegated or assigned to exercise management or control, in whole or in part, in City's place and stead. City shall have the right to close, if necessary, all or any portion of the public areas as is deemed necessary by City to effect necessary repairs, maintenance, or construction, or to maintain the safety of tenants or the general public. City will maintain the public areas in a clean, orderly, and sanitary manner. City is responsible for all repairs of the public areas, except those required by the negligence of the Chamber, or any of the Chamber's contractors, employees, licensees, invitees, or agents.

B. Rules and Regulations. City and City's nominees and assignees shall have the right to establish, modify, amend, and enforce reasonable rules and regulations with respect to the public areas and the Property.

Section 11. Insurance.

A. The Chamber agrees to procure and maintain public liability insurance from a responsible insurance company authorized to do business in California, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury or death to any person and One Hundred Thousand Dollars (\$100,000) for damage to Leased Premises, for any claim, demands, or causes of action of any person arising out of accidents occurring on the Leased Premises during the Term or arising out of the Chamber's use of the Leased Premises. City, its officers, and employees shall be added as insureds with respect to liability; provided, that coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Civil Code §2782(b).

B. The Chamber shall deliver a certificate for each insurance policy to City with all relevant endorsements. Each insurance policy shall provide that a thirty (30) day notice of cancellation and of any material modification of coverage shall be given to

all named insureds. The insurance coverage required under this Section may be carried by the Chamber under a blanket policy insuring other locations of the Chamber's business, provided that the Leased Premises covered by this Agreement are specifically identified as included under that policy. The Chamber agrees that upon the failure to insure as provided in this Lease, or to pay the premiums for the insurance, City may contract for the insurance and pay the premiums, and all sums expended by City for the insurance shall be considered additional rent under this Agreement and shall be immediately repayable by the Chamber.

C. The Chamber agrees that in the event of loss due to any of the perils for which it has agreed to provide bodily injury and property damage coverage, the Chamber shall look solely to its insurance for recovery. The Chamber hereby grants to City, on behalf of any insurer providing bodily injury or property damage to the Chamber or City with respect to the services of the Chamber herein, a waiver of any right to subrogation which any such insurer of the Chamber may acquire against City by virtue of the payment of such loss under such insurance.

D. City shall procure and maintain fire and extended coverage, and at City's option, earthquake insurance, throughout the Term, in an amount equal to at least ninety percent (90%) of the replacement value of the building that includes the Leased Premises, together with other insurance as may be required by City policy or by any other governmental entity. The Chamber, voluntarily and with full knowledge of its rights, waives any right of recovery from City, City's officers and employees, and City, voluntarily and with full knowledge of its rights, waives any right of recovery from the Chamber, the Chamber's officers or employees, for any loss or damage (including consequential loss) resulting from any of the perils insured against in the standard form fire insurance policy with extended coverage endorsement.

Section 12. Indemnification of City.

The Chamber, as a material part of the consideration to be rendered to City under this Lease, agrees to indemnify and defend City from any claims, demands, and causes of action of any nature and any expense incident to the defense, for physical injury to or death of persons or loss of or damage to Leased Premises of any kind including other goods, wares, merchandise, and items of display, occurring on or about the Leased Premises that grow out of or are connected with the Chamber's use and occupation of the Leased Premises or the condition of the Leased Premises, or from the failure of the Chamber to keep the Leased Premises in good condition and repair, as provided in this Lease. The Chamber's foregoing responsibility to indemnify City shall be valid, unless the claims, demands, causes of action or expenses result from or are caused by the active negligence, sole negligence or willful misconduct of City or unless the condition is one for which City has expressly assumed the responsibility for remedying and the condition is not caused by the Chamber.

Section 13. Free From Liens.

The Chamber shall keep the Leased Premises and the Property free from any liens arising out of any work performed, material furnished, or obligation incurred by the Chamber. In the event a lien is filed against the property arising out of any work performed, material furnished, or obligation incurred by the Chamber, the Chamber shall pay all costs and fees associated with the removal of the lien.

Section 14. Abandonment.

The Chamber shall not vacate or abandon the Leased Premises at any time during the Term; and if the Chamber shall abandon, vacate, or surrender the Leased Premises or be dispossessed by process of law, or otherwise, any personal property belonging to the Chamber and left on the Leased Premises shall, at the option of City, be deemed abandoned.

Section 15. Signs.

A. No signs shall be placed or permitted to be placed upon the exterior of or in the windows of the Leased Premises without the express written consent of the City; consent shall not be unreasonably withheld. The Chamber shall comply with all applicable sign ordinances and regulations.

B. Normal sign permit fees charged by the City shall be paid by the Chamber.

Section 16. Utilities.

Utilities for the Property, including the Leased Premises and public areas of the Property, shall be paid as follows:

- A. City shall pay all the following utility costs and expenses:
 - (i) Electricity;
 - (ii) Natural gas;
 - (iii) Sewer service;
 - (iii) Water; and
 - (iv) Waste and refuse collection.
- B. The Chamber shall directly pay all of the utility costs and expenses for the following:
 - (i) Cable service including high speed internet services;
 - (ii) Telephone service; and
 - (iii) All other charges not specifically designated within this Section 16.

Section 17. Entry.

Subject to reasonable prior notice to the Chamber, the Chamber shall permit City and City's agents to enter into and upon the Leased Premises at all reasonable times.

Section 18. Assignment and Subletting.

The Chamber shall not assign this Lease, or any interest in this Lease, and shall not sublet the Leased Premises or any part of it, or any right or privilege appurtenant to it, or permit any other person other than the agents and servants of the Chamber to occupy or use the Leased Premises without the prior written consent of City.

Section 19. Default.

A. Each of the following shall constitute an event of default (Event of Default) under this Lease:

(i) if the Chamber fails to make any payment of rent required by the provisions of this Lease, when due, when the nonpayment continues for ten (10) days after written notice to pay rent or surrender possession of the Leased Premises has been given by City to the Chamber;

(ii) if the Chamber fails within thirty (30) days after written notice to correct any breach or default of the other covenants, terms, or conditions of this Lease;

(iii) if the Chamber abandons the Leased Premises before the end of the Term; or

(iv) if all or substantially all of the Chamber's assets shall be placed in the hands of a receiver or trustee and if this receivership or trusteeship continues for a period of thirty (30) days, or should the Chamber make an assignment for the benefit of creditors, or be adjudicated bankrupt, or should the Chamber institute any proceedings under any state or federal bankruptcy act in which the Chamber seeks to be adjudicated bankrupt, or seeks to be discharged of debts, or should any voluntary proceeding be filed against the Chamber under the bankruptcy laws and the Chamber consents to it and acquiesces by pleading or default.

B. Upon the occurrence of an Event of Default, City shall have the right at any time afterwards to elect to terminate the Agreement and the Chamber's right to possession under the Lease.

Section 20. Attorney Fees; Litigation Costs.

If any action at law or in equity is brought to recover any rent or other sums under this Lease, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

Section 21. Holding Over.

Any holding over after the expiration of the Term, with the consent of City, shall be construed to be a tenancy from month-to-month, cancelable upon thirty (30) days' written notice, and a rental upon all terms and conditions as existed during the last year of the Term.

Section 22. Notices.

Wherever in this Agreement it shall be required or permitted that notice and demand be given or served by either party to the other, this notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing and forwarded by certified mail, addressed as follows:

If to City:	City of Rocklin Attention: City Manager 3980 Rocklin Road Rocklin, California 95677
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If to the Chamber:	Rocklin Area Chamber of Commerce Attention: Chief Executive Officer 5055 Pacific Street Rocklin, California 95677
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Either party may change this address by written notice by certified mail to the other.

Section 23. Successors in Interest.

The covenants in this Agreement shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties to this Lease; and all of the parties to this Agreement shall be jointly and severally liable.

Section 24. Force Majeure.

If either party shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated, performance of this act shall be excused for the period of the delay and the period for the performance of any act shall be extended for a period equivalent to the period of the delay; provided, however, nothing in this Section shall excuse the Chamber from the prompt payment of any rental or other charge required of the Chamber except as may be provided elsewhere in this Lease.

Section 25. Partial Invalidity.

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

Section 26. Captions.

The various headings and numbers in this Agreement and the grouping of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part of this Lease.

Section 27. Time.

Time is of the essence in this Lease.

Section 28. No Oral Agreements.

This Agreement includes in full each agreement of every kind between the parties concerning the Leased Premises, and all preliminary negotiations and agreements of any kind or nature are merged in this Lease, and there are no oral agreements or implied covenants made in connection with this Lease.

Section 29. Authority.

All individuals executing this Agreement on behalf of an entity represent that they are authorized to execute and deliver this Agreement on behalf of that entity.

Section 30. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

The parties have executed this Agreement on the date first written above.


CITY OF ROCKLIN

By: 
Ricky A. Horst, City Manager

ROCKLIN CHAMBER OF COMMERCE

By: 
Robin Trimble, Chief Executive Officer

Approved as to form:


Russell A. Hildebrand, City Attorney

Attest:


Barbara Ivanusich, City Clerk

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CITY OF ROCKLIN

By: 
Ricky A. Horst, City Manager

ROCKLIN CHAMBER OF COMMERCE

By: Robin Trimble, CEO
Robin Trimble, Chief Executive Officer

Approved as to form:

Russell A. Hildebrand, City Attorney

Attest:

Barbara Ivanusich, City Clerk

signatures on
previous page

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On this 27 day of February, 2017, before me
Mona Forster, notary public,

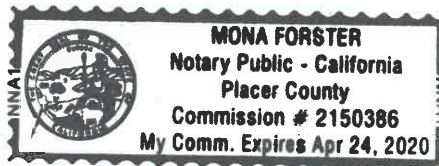
(Notary Name and Title)

personally appeared Ricky A. Horst who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

My Commission Expires: April 24, 2020

Mona Forster
Notary Public in and for said county and state



(SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On this 7 day of March, 2017, before me
Mona Forster, notary public,

(Notary Name and Title)

personally appeared Robin Trimble who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Mona Forster
Notary Public in and for said county and state

(SEAL)

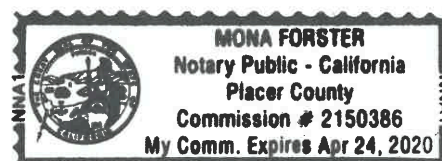
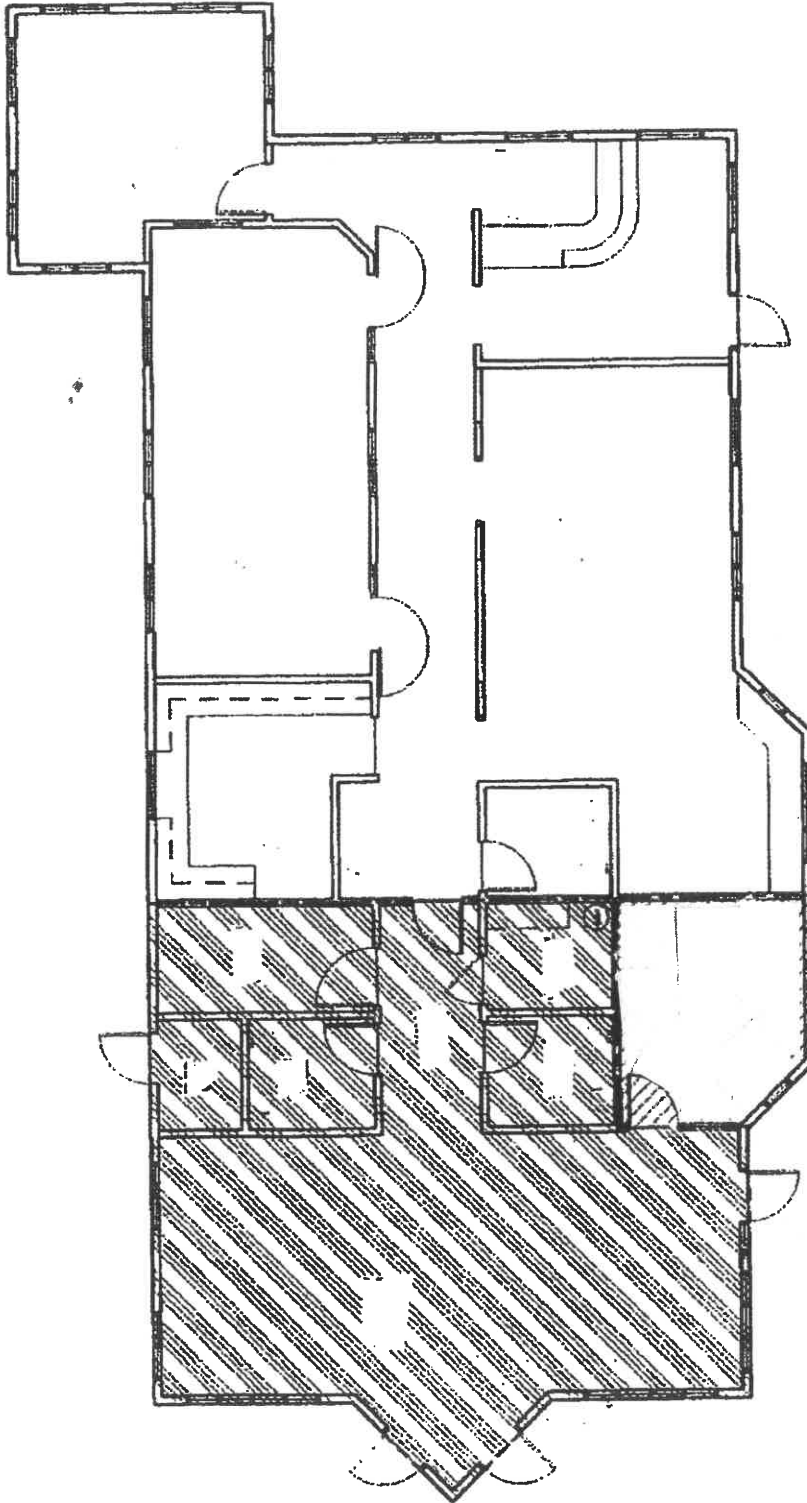





EXHIBIT A



LEGEND

-  155.44 SF - Coffee/ Retail Space
-  100.56 SF - Public Area
-  126.00 SF - Leased Premises

SCALE: 1/10"=1'-0"

CLARIFICATION DRAWING

ROCKLIN STATION
CITY OF ROCKLIN
3700 ROCKLIN ROAD, CA 95677

MARCH 13, 2006
SMS Job No.: 14.730
STUDIO SMS • LLP
Stark Miers Scott
architecture planning

Exhibit B to Rocklin Chamber of Commerce Lease

Scope of Public Services

The Rocklin Area Chamber of Commerce shall continue during the term of the Lease to support the City Of Rocklin by providing civic functions and supporting materials in a manner substantially similar to those civic functions performed and supporting materials provided over the three years prior to the execution date of this Lease. Examples of the types of activities contemplated are as follows:

1. Marketing

The Chamber will continue to produce marketing and promotional materials such as city maps, brochures, economic development information of interest to businesses, and newsletters and bulletins of various types. In addition, the Chamber will continue to coordinate with the City for an annual State of the City Address, will continue to participate on the Placer County Tourism BID, will provide support for the City's economic development and redevelopment efforts, and will act as a ticket agent for the City for city events if requested.

2. Business Retention Expansion and Attraction

The Chamber will continue to support the City by promoting business retention, expansion and attraction with activities such as publishing a business directory, convening round-table discussions, conducting business surveys, conducting breakfast meetings, new member orientations and/or business mixes, holding business expositions, maintaining the ambassador's group to welcome new businesses into the area, and promoting the City and the Chamber through press releases, news stories, etc.

3. Tourism

The Chamber will produce tourism information to assist individuals visiting or relocating to the City of Rocklin. In addition, the Chamber will update and provide a master community events calendar.

4. Public Service and Events

The Chamber will continue to work with the City to develop, promote, and support events that enhance the community of Rocklin. The Chamber will continue to participate in events such as annual golf tournaments, the Rocklin Jubilee, the Hot Chili and Cool Cars event, the Rocklin Annual Business Showcase, small business conferences, etc.

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OF THE CITY OF ROCKLIN
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CITY MANAGER TO EXECUTE A
LEASE AGREEMENT WITH THE ROCKLIN CHAMBER OF COMMERCE
(A portion of the Train Station Site, 3700 Rocklin Road, Rocklin, CA)

The City Council of the City of Rocklin does resolve as follows:

Section 1. The City Council of the City of Rocklin hereby approves and authorizes the City Manager to execute a Lease Agreement by and between the City of Rocklin and the Rocklin Area Chamber of Commerce for a Portion of the Train Station Site, in substantially the form attached hereto as Exhibit A and by this reference incorporated herein.

Section 2. The City Clerk is authorized and directed to cause the recordation of the Lease Agreement by and between the City of Rocklin and the Rocklin Area Chamber of Commerce for a Portion of the Train Station Site in the Office of the Placer County Recorder when fully executed and notarized.

PASSED AND ADOPTED this 9th day of February, 2016, by the following vote:

AYES: Councilmembers: Magnuson, Ruslin, Butler, Yuill, Janda

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None



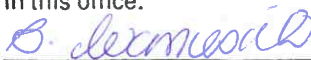
Gregory A. Janda, Mayor

ATTEST:



Barbara Ivanusich, City Clerk

The foregoing instrument is a
correct copy of the original document
on file in this office.

Attest: 

City Clerk, City of Rocklin