

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered on the ____ day of _____, 2025 (“Effective Date”), between the Town of Truckee (“Town”) and _____ (“Owner”), each individually a “Party” and collectively “Parties”, to establish the terms and conditions under which the Parties will cooperate to consider new uses for the Property, as defined below.

RECITALS

1. Owner is the owner of a parcel of real property located at 10603 East River Street in Truckee (the “Property”).
2. Town has been engaged in a process of studying existing land uses for parcels along the Truckee River, and evaluating whether such parcels may be suitable for other uses that may make better use of their riverfront settings.
3. As part of this process, Town formed the River Revitalization Steering Committee (“R2SC”), consisting of riverfront business and property owners, local business leaders, and officials of local government agencies and local non-profit organizations.
4. The R2SC has identified three sites, including the Property, as suitable “Catalyst Project” sites, which may benefit from further study of possible replacement land uses.
5. The Parties believe that a possible Catalyst Project for the Property could consist of developing one or more new land uses on the site, if a replacement site for the existing land use can be found. The Parties also believe that revitalization of the Property could ultimately extend to collaboration with owners of neighboring parcels.
6. Town and Owner wish to enter into this MOU to document their respective goals and obligations regarding the study of the Property as a Catalyst Project.

NOW THEREFORE, the Parties agree as follows:

1. OBJECTIVES OF THIS MOU

- 1.1 The Parties wish to collaborate to develop a revitalization plan for the Property that aligns with the goal of revitalizing the riverfront of the Truckee River, without obligating Owner to proceed with changing any existing land use and without obligating Town to approve any specific future application for changed land uses for the Property.
- 1.2 The Parties wish to further collaborate to identify and overcome barriers to implementation of the revitalization plan.
- 1.3 The Parties wish to enhance the Truckee River corridor through innovative approaches to improvements in river health, riverfront land uses, the possible development of housing along the river corridor, the possible development of

mobility improvements and infrastructure, improvements to the aesthetic appeal of the Property and other river-activating uses in line with the goals of the River Revitalization Steering Committee.

2. PARTIES' JOINT SCOPE OF WORK

Parties agree that deliverables may include the below tasks within a not to exceed consultant budget of \$75,000 (approximately 340 hours) along with a maximum 40 hours of Community Development Department time and 100 hours of Economic Vitality staff time.

2.1 Site Constraints Evaluation. The Parties may jointly work to evaluate site constraints on the Property that could affect future changes in land use. The evaluation could include:

- Collection and review of existing available site data, such as topography, parcel boundaries, zoning, and environmental factors
- Develop base maps utilizing existing, available digital information for the Property, such as floodplain boundaries, easements, setbacks, and zoning (note that a parcel records search and development of a new topographic survey is not anticipated)
- Preparation of a site constraints and opportunities report

2.2 Visioning Exercise – Land Use Site Testing. The Parties may jointly engage in visioning to identify potential highest and best uses for the Property. This could include:

- Conduct initial research on potential future land uses for the property and identify comparable projects, balancing community benefits with the owner's financial considerations.
- Form a concept plan design team to include Owner, R2SC member liaison, town planning, town consultant and owner retained consultants to work collaboratively toward visioning the highest and best use for the Property
- Facilitating one or more meetings between Owner and concept plan design team to explore opportunities and constraints
- Developing two preliminary site plan concepts based on site feasibility and input from the Parties
- Revise and refine preliminary site plan concepts first, based on input from the Parties and second, based on community input
- Develop representative imagery and graphics of the site plan concepts
- Refine and prepare a report of conclusions based on above work

2.3 Community Outreach Regarding Potential Next Land Uses. The Parties may jointly:

- Develop an outreach strategy, that could include surveys, public meetings, and online engagement to engage the public on potential land uses for the Property that focus on community benefits

- Conduct public engagement efforts and gather feedback (anticipated level of engagement includes a neighborhood meeting, a virtual and in-person public open house meeting, an online survey, and a Storymap website to share the ideas for potential next land uses)
- Analyze responses and identify community priorities
- Summarize findings and integrate them into the visioning process

2.4 Review of Streetscape Requirements. The Parties may jointly:

- Identify regulatory requirements and potential trigger events for construction of streetscape improvements along the Property’s street frontage
- Assess utility undergrounding needs/requirements on and adjacent to the Property and potential costs
- Coordinate with Union Pacific on potential revitalization efforts on Union Pacific property.
- Develop a summary report outlining potential streetscape and utility undergrounding improvements and estimated costs

2.5 Concept-level Economic Analysis of Potential New Uses. The Parties may jointly:

- Gather rough market data on pricing and market demand for up to four potential subject uses
- Prepare a memorandum summarizing the abbreviated market assessment
- Evaluate high-level financial feasibility for “building block” project components (up to four pro-forma conceptual financial feasibility models)
- Owner to provide information on rough expected project costs

2.6 Receiver Site Analysis. The Parties may jointly:

- Evaluate existing uses of Property
- Define the needs for a replacement site to potentially relocate existing land use to (e.g. parcel acreage, building size, land use and functions)
- Analyze potential receiver sites within Town limits including known barriers to relocation of existing land use (e.g. zoning, construction costs, etc.)
- Prepare a summary report detailing potential receiver site options and identified barriers.

3. TOWN COMMITMENTS

By executing this MOU, Town is not guaranteeing approval of any land use entitlement application that may be submitted by Owner, and is not guaranteeing priority processing for any application. Owner acknowledges that Town is required to comply with the California Environmental Quality Act in considering any land use entitlement application, and that nothing in this MOU constrains the Town from so complying or from exercising

its discretion in determining the nature or extent of environmental review that will be required. Subject to the foregoing, while this MOU remains in effect, Town will:

- Furnish staff and consultant time for planning, design and economic assessment, up to a maximum consultant cost of \$75,000, Community Development Department staff time of 40 hours and Economic Vitality staff time of 100 hours. Any staff or consultant time beyond this amount will either be paid for by Owner or necessitate a separate agreement between the Parties
- Provide access for Owner to Town programs offering incentives for workforce housing and energy efficiency, on the same terms as such programs are offered to the public
- Advise Owner regarding how to ensure that Owner's proposed project complies with applicable law and Town's Development Code and development requirements

4. OWNER COMMITMENTS

Owner will:

- Actively participate in meetings, planning, sessions, and development of implementation strategies
- Provide information and access to the Property for Town employees and contractors, to the extent necessary to facilitate project planning
- Not undertake or allow any work or improvements on the Property which would require a Town building permit or other approval, without having obtained such permit and/or approval(s)
- Promptly correct any conditions on the Property which are identified as constituting a threat to life or safety
- Provide high-level opinion of construction costs for development concepts and supporting streetscape and utility undergrounding

5. GENERAL PROVISIONS:

- 5.1 Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This MOU may only be modified by a writing signed by all Parties.
- 5.2 Governing Law. This MOU shall be governed by the laws of the State of California. Any action to interpret or enforce this MOU shall be brought in the Truckee branch of the Nevada County Superior Court.
- 5.3 Assignment or Transfer. No Party's rights, obligations, and duties under this MOU may be transferred in whole or in part to another party.
- 5.4 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be

construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this MOU.

- 5.5 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.6 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.
- 5.7 Severability. If any portion of this MOU is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 5.8 Termination. Either Party may terminate this MOU at any time by providing 30 days' written notice of termination to the other Party. Upon a termination by Town following Owner's noncompliance with any term of this MOU, Town may require Owner to reimburse Town for staff and consultant time expended pursuant to this MOU.

SIGNATURE PAGE TO MEMORANDUM OF UNDERSTANDING

TOWN OF TRUCKEE

Dated: _____
_____ Jen Callaway, Town Manager

APPROVED AS TO FORM:

Dated: _____
_____ Andrew Morris, Town Attorney

OWNER

Dated: _____

Dated: _____
