

## 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 10331 West 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 revitalization.
5. 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 support revitalization 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 revitalization.
- 1.3 The Parties wish to enhance the Truckee River corridor through innovative approaches which are anticipated to align with a portion of the R2SC goals:
  - improvements in river health
  - riverfront land uses
  - housing along the river corridor
  - mobility improvements and infrastructure
  - improvements to the aesthetic appeal of the Property
  - other river-activating uses

## 2. **PARTIES' JOINT SCOPE OF WORK**

Parties agree that deliverables may include the below tasks within a not to exceed consultant budget of \$25,000 along with a maximum 80 hours of Community Development Department time and 150 hours of Economic Vitality Division time.

**2.1 Entitlement Roadmap** The Parties may jointly work to develop a roadmap toward entitlement of the Property based upon the Owner's plans. The roadmap may include:

- Defined steps to move toward entitlement of Owner's existing plans for development.
- Identified timelines and deadlines needed to accomplish a construction start date of Spring 2026, displayed in a living document with regular updates documenting the process and next steps
- Opportunities for coordination of submittals
- Identified known or expected barriers to a successful entitlement process
- Updates to the roadmap as conditions and timelines change.

**2.2 Public Communications and Outreach Plan.** The Parties may jointly:

- Develop an outreach strategy focused on informing the community of the coming development and its alignment with R2SC goals that could include presentation to R2SC, radio spotlight, and video series for social media.
- Work with a consultant to facilitate community outreach and other events to further inform the community of the potential development and its alignment with R2SC goals.

**2.3 Entitlement Process Communication.** The Parties may jointly:

- Work together in an open and communicative manner throughout the entitlement process.
- Work collaboratively to address any hurdles and setbacks
- Work in reference to the roadmap process.
- Facilitate problem-solving any barriers to a timely process that may arise.
- Maintain consistent and timely communication, including consolidating feedback when possible, offering regular in-person or remote meetings to review project updates, and updating the entitlement roadmap as the project progresses.

**2.4 R2SC Consistency Review.**

- Staff will plan to agendaize review of the Owner's project by R2SC or relevant R2SC Action Team with a recommendation that R2SC submit

a memo to the Planning Commission outlining the project elements that align with R2SC goals.

**2.5 Grant Opportunities. The Parties may jointly:**

- Evaluate opportunities for public/private grant opportunities.
- Pursue applications that are jointly agreed upon as a fit for the Property.

**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 up to a maximum consultant work not to exceed \$25,000, Community Development Department time of 80 hours and Economic Vitality Division staff time of 150 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

**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: \_\_\_\_\_

\_\_\_\_\_