

**TOWN OF TRUCKEE
California**

RESOLUTION 2022-56

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF TRUCKEE DECLARING ITS
INTENTION TO ORDER FORMATION AND TO LEVY AND COLLECT ASSESSMENTS
WITHIN THE WEST RIVER STREET LANDSCAPING AND LIGHTING ASSESSMENT
DISTRICT NO. 1
FOR FISCAL YEAR 2023/2024**

WHEREAS, Kristin Lowell Inc. has filed with the Town Clerk the report entitled "West River Landscaping and Lighting Assessment District No. 1 Engineer's Report for Fiscal Year 2023/2024" (EXHIBIT B, attached hereto) with the Town Clerk; and

WHEREAS, this Council has approved said report on September 13, 2022;

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Truckee, State of California:

1. That it is the intention of the Town Council of the Town of Truckee, California, to order the formation and to levy and collect assessment within the West River Landscaping and Lighting Assessment District No. 1 pursuant to the provisions of Part 2 of Division 15 of the Streets and Highways code of the State of California (The Landscaping and Lighting Act of 1972).
2. That the improvements in this assessment district are generally as follows:
 - a) The maintenance of sidewalk improvements, including snow removal, snow off-hauling and sweeping as described in the Engineer's Report; and
 - b) The maintenance or servicing, or both, including repairing or replacing damaged areas or infrastructure such as bike racks, benches, pavers, or driveway aprons, as needed. Maintenance also includes trash pick-up, garbage can and parking kiosk snow removal, the cost of providing electricity to streetlights, and repair and maintenance of street lighting.
 - c) Annual landscaping services, include weeding, water service, irrigation maintenance and repair, plant replacement, and all other necessary maintenance to ensure fully functional landscaping along the corridor.
 - d) Annual easement or license fees for each utility.
 - e) Administrative and reserve fees.
3. That the lands within said District proposed to be assessed are generally located within the territory described as follows;

All parcels fronting West River Street between 10331 West River Street on the west to Bridge Street on the east including the portion of Bridge Street between South River Street to the railroad track crossing, and Mill Street., as shown on Exhibit A Boundary Map, attached hereto.

4. That a public hearing on the levy of the proposed assessment will be held on November 8, 2022, at Town Council Chambers, Town Hall, 10183 Truckee Airport Road, Truckee, CA at 5:00 p.m.
5. That the Town Clerk shall cause a notice of a public hearing and ballot to be mailed by first-class mail not less than 45 days before the hearing to all property owners in the proposed district pursuant to Section 54954.6 of the Government Code of the State of California.

The foregoing resolution was introduced by _____, seconded by _____, at a regular meeting of the Truckee Town Council, held on the 13th day of September 2022 and adopted by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Courtney Henderson, Mayor

Judy Price, MMC, Town Clerk


TOWN CLERK
TOWN OF TRUCKEE

TOWN CLERK
TOWN OF TRUCKEE

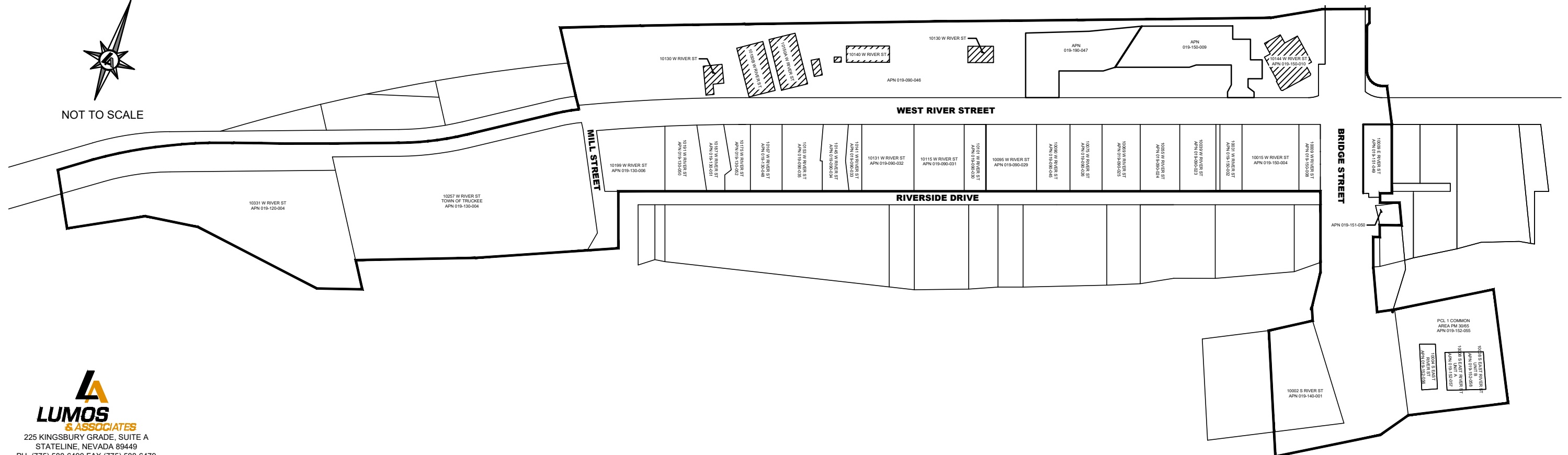
GREGORY J. DIAZ, COUNTY RECORDER

INSTRUMENT NUMBER: _____

11



NOT TO SCALE



OFFICIAL MAP OF
WEST RIVER STREET LANDSCAPE AND LIGHTING ASSESSMENT
DISTRICT NO. 1
TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA
SHEET 2 OF 2

LEGEND

W. RIVER STREET LANDSCAPE AND LIGHTING
ASSESSMENT DISTRICT

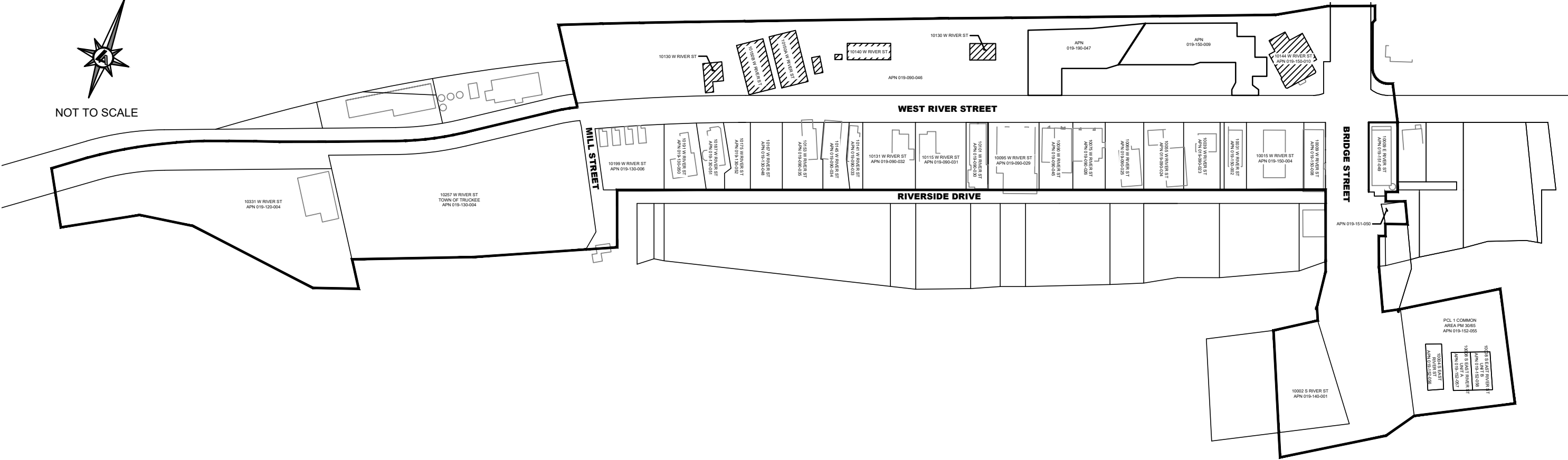
019-090-046

ASSESSORS PARCEL NUMBER

BUILDINGS LOCATED ON RAILROAD PARCEL



NOT TO SCALE



West River Street

Landscaping and Lighting Assessment District No. 1

Engineer's Report



Town of Truckee, California
Fiscal Year 2023/2024

Prepared by:
Kristin Lowell, Inc.

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**Attachment C: Loan Agreement between the Town of Truckee
and Matthew and Wendy Brown**

INTRODUCTION

The Town of Truckee ("Town") proposes to maintain sidewalk and landscape facilities in Truckee, California along a segment of West River Street between 10331 West River Street on the west to Bridge Street on the east including the portion of Bridge Street between South River Street to the railroad track crossing, and Mill Street. The proposed project intends to improve pedestrian safety by reducing vehicle speeds; providing intersection control, crosswalks, and sidewalks; and reducing potential conflicts between motorists, pedestrians, and cyclists. As part of the work in the area, the Town has acquired easements from the railroad for the sidewalks and public parking lots and will reconfigure public parking. The proposed project would also include landscaping and streetscape features to beautify the corridor.

The downtown Truckee area south of the railroad tracks is undergoing a major transformation. The Town is undertaking numerous improvement projects within the West River Landscape and Lighting District boundary that include:

West River Streetscape- The Project will install sidewalks, cross walks, a pedestrian median island, landscaping, lighting; underground utilities; create new public parking; and reconfigure existing public parking.

Reimage Bridge Street-The Project is located on Bridge Street at the Donner Pass Road and East/West River Street intersections on either side of the railroad tracks. The Project will install new and connect existing sidewalks, as well as install traffic signals with crosswalks at the Bridge Street/West/East River Streets and Bridge Street/Donner Pass Road intersections. A quiet zone is intended to be established at the railroad crossing, which will require new vehicle and pedestrian gates and replacement of the existing railroad track crossing.

Legacy Trail-Brockway Road Multi-Use Trail Connection-The Project will construct a multi-use trail along the south side of Brockway Road between Palisades Drive and the Truckee River bridge. This project was completed in the summer of 2021.

West River Street Park-The Project redevelops the Old County Corp Yard lot at the corner of West River Street and Mill Street, providing a riverfront park, commercial partnership opportunities, streetscape improvements, a pedestrian median island, utility undergrounding, and a location for the northern abutment of the Truckee Springs Pedestrian Bridge connection to the Legacy Trail located on the south side of the Truckee River.

The formation of the Landscaping and Lighting Assessment District (District), proposed improvements, method of apportionment and assessments described in this Report are based on the current streetscape improvements, landscaping, and lighting plans including all estimated direct expenditures, incidental expenses, and reserves associated with the maintenance and servicing of the proposed improvements. The detailed plans and specifications are on file with the Town. Only the Annual Maintenance services will be funded through the Landscaping and Lighting District and are subject to this Engineer's Report.

CERTIFICATES

The undersigned respectfully submits the enclosed report as directed by the Town Council.

Dated: September 1, 2022

TERRANCE E. LOWELL, P.E.
for Kristin Lowell Inc.,
Engineer of Work

By Terrance E Lowell

I HEREBY CERTIFY that the enclosed Engineer's Report was filed with Town Clerk, Town of Truckee on the _____ day of _____, 2022.

By _____
Town Clerk
Town of Truckee

I HEREBY CERTIFY that the enclosed Engineer's Report was approved and confirmed by the Town Council of the Town of Truckee, California, on the _____ day of _____, 2022.

By _____
Town Clerk
Town of Truckee

ENGINEER'S REPORT

Terrance E. Lowell, Engineer of Work for the West River Street Landscaping and Lighting Assessment District No. 1 ("District") for the Town of Truckee ("Town"), Nevada County, California, makes this report as directed by the Town Council, pursuant to Section 22585 of the Streets and Highways Code.

This report includes the following attached exhibits:

EXHIBIT A: A description of the proposed improvements.

EXHIBIT B: The estimate of cost of the improvements.

EXHIBIT C: An analysis of the special and general benefits.

EXHIBIT D: A statement of the method by which the undersigned determined the amount proposed to be assessed against each parcel, based on the special benefits to be derived by each parcel, respectively, from the improvements.

EXHIBIT E: An assessment roll, listing the names and addresses of the owners of real property within the assessment District and the amount proposed to be specially assessed against each parcel of real property.

EXHIBIT F: Proposed maximum annual assessment per parcel for District administration costs and expenses.



Respectfully submitted,

TERRANCE E. LOWELL, P.E.
Engineer of Work

EXHIBIT A: PLANS AND SPECIFICATIONS

The Landscaping and Lighting Act of 1972 allows the Town to raise funds for acquiring land(s), for installing, constructing, maintaining, and servicing public improvements as defined in Section 22525 of the Streets and Highways Code. Incidental expenses including legal fees, engineering fees and all other costs associated with the formation and administration of the assessment District as defined in Section 22526 of said Code may also be included.

The following descriptions are allocated between the Capital Improvements and Annual Maintenance for the West River Streetscape Project, the West River Street Park, Reimagine Bridge Street and Legacy Trail-Brockway Road Multi-Use Trail Connection. Only the Annual Maintenance costs and services will be funded through the Landscaping and Lighting District and are subject to this Engineer's Report.

Capital Improvements

The capital improvement projects listed below will be funded through a combination of Measure V Sales Tax Fund, Traffic Impact Fees, General Fund, Measure R (or renewed Measure U) Sales Tax Fund, Local Partnership Program (LPP) grant funds, and an Affordable Housing and Sustainable Communities Program (AHSC) Grant. The construction for the projects is not funded through the District. Only the annual maintenance of the projects is funded by the District.

The Legacy Trail-Brockway Road Multi-Use Trail Connection Project was constructed in the summer of 2021. The West River Streetscape Project is scheduled to start construction in 2023. West River Street Park and Reimagine Bridge Street are scheduled for construction starting in 2024 or 2025. The Projects will include 6 foot or wider sidewalks within the District, crosswalks, traffic signals at Bridge Street and East/West River Streets, pedestrian median islands, lighting, landscaping, public parking, undergrounding utilities, and storm drain/water quality improvements.

Roadway Improvements

The proposed roadway improvements include:

- Repaving Bridge Street, West River Street, and Mill Street.
- Restriping the roadways to maintain one travel lane in each direction, accommodate pedestrian islands, and maintain bike lanes on Bridge Street and West River Street west of Mill Street.
- Constructing raised pedestrian median islands in the center of the roadway.
- Traffic signals at the intersection of Bridge Street and East/West River Street.

Pedestrian Improvements

The proposed pedestrian improvements include:

- Constructing new sidewalks to close gaps and create continuous sidewalks on both sides of West River Street, Bridge Street from South River Street to the train tracks, and Mill Street.
- Constructing raised pedestrian median islands in the center of the roadway with crosswalks.
- Constructing multiple mid-block crosswalks.

- Constructing an accessible path of travel between parking and businesses and curb cuts/driveways to comply with Americans with Disabilities Act (ADA) standards.
- Constructing public outdoor spaces to activate the streetscape and improve business vitality.
- Constructing vegetated areas and landscaping to improve aesthetics.
- Constructing new street lighting at pedestrian crossings and parking lots to improve visibility.

Parking And Snow Storage Improvements

Proposed public parking and snow storage areas include:

- Parallel parking stalls on the south side of West River Street between curb cuts have been incorporated where available.
- Loading zones have been designed in key areas near businesses.
- The Jax Diner parking lot will be reconfigured and a new parking lot at the Mill Street intersection will be constructed.
- Both parking lots will have landscaping strips that can also be used for snow storage.

Utility and Drainage Improvements

Proposed drainage improvements will include:

- Drainage improvements will be constructed including new and replaced pipes and drain inlets and new and replaced curb and gutter.
- New BMPs will be constructed to treat the new parking lot impervious areas.
- Re-contouring the roadway to reduce drainage issues at low elevation buildings.

Proposed Utility Improvements will include:

- The overhead utilities along West River Street will be undergrounded from 10331 West River Street to approximately 10061 East River Street, along Mill Street, and along Bridge Street between West River Street and the railroad tracks.
- Utility connections to individual buildings will be modified as necessary to accommodate the underground connections.
- New transformers will be installed.
- Acquisition of license agreements for utilities.

Landscape and Irrigation Improvements

The proposed landscaping improvements include:

- Landscaping buffer strips along the north sides of the parking lots and can be used as snow storage areas.
- Landscaping will be incorporated in the parking lot sidewalks and wider sidewalk areas where feasible.
- Raised landscaping boxes with seat walls or benches may be incorporated in wider sidewalk areas.
- Landscaping will be irrigated with automatic sprinklers with a central remote controller that Town Facilities Division will have access to. All irrigation equipment has been designed with ease of winterization in mind. Irrigation on private property will not be included in the maintenance district and is the private property owners' responsibility.

Railroad Crossing Improvements

The Reimagine Bridge Street Project will construct traffic signals and connected sidewalks at the Bridge Street and West/East River Street intersection and across the railroad tracks. As part of this project, railroad crossing improvements will be made, such as vehicle gate replacement and pedestrian access gates on both sides of Bridge Street.

Annual Maintenance

The annual cost for maintenance of all the sidewalks and landscaped corridors throughout the District will be funded through the Landscape and Lighting Assessment District and are subject to this Engineer's Report.

Sidewalk Maintenance

Annual sidewalk maintenance includes snow removal once daily during snowstorm events (approximately 25 times per year) without the use of de-icing agents. Snow removal will include the clearing of a 6-foot wide path along sidewalks. This also includes snow removal across driveways to clear a path for sidewalk continuation. Sidewalk maintenance also includes sweeping approximately 2 times per year to remove sediment and debris and trash removal.

In addition, the maintenance services also include necessary snow off-hauling during heavy winter storm events. Off-hauling services will be commissioned on an "as needed" basis depending on varied annual snow accumulations where the snow that is removed from the sidewalks cannot be treated in another fashion. The entire cost of snow off-hauling services associated with snow that falls within the district boundary that is within the right of way and Town easements will be provided by the Town.

Maintenance will include repairing or replacing damaged areas or infrastructure such as bike racks, benches, pavers, or driveway aprons, as needed. Maintenance also includes trash pick-up, garbage can and parking kiosk snow removal, streetlight utility fees, and repair and maintenance of street lighting.

Landscaping

Annual landscaping services include weeding, water service, backflow maintenance, irrigation maintenance and repair, plant replacement, and all other necessary maintenance to ensure fully functional landscaping along the corridor.

Utilities

Utilities will be undergrounded along West River Street, which is an easement over Union Pacific Railroad Property. The existing utilities will require license agreements in railroad property and will require an annual fee for each utility.

EXHIBIT B: ESTIMATE OF COST

The following table is the proposed budget for Fiscal Year 2023/24.

| EXPENDITURES | BUDGET | % of Budget |
|---|-----------------|----------------|
| Sidewalk Maintenance Snow removal, sidewalk sweeping, curb and gutter replacement | \$64,700 | 71.65% |
| Street Lighting | \$2,700 | 2.99% |
| Landscaping | \$6,900 | 7.64% |
| District Administration/Reserve | \$16,000 | 17.72% |
| Total Expenditures | \$90,300 | 100.00% |
| REVENUES | | |
| Assessment Revenues | \$73,907 | 81.85% |
| Other Revenues (1) | \$16,393 | 18.15% |
| Total Revenues | \$90,300 | 100.00% |

(1) Cost associated with the Town's obligation to pay for the general benefit.

Budget Notations

The annual budget may be adjusted each year to reflect the annual change in the Consumer Price Index (CPI) for the calendar year preceding the fiscal year for which the assessment is to be levied. Annual increases for the CPI shall be determined by the Town Council.

The Landscaping and Lighting Act of 1972 requires that the Town establish a special fund for the revenues and expenditures of the assessment District. The Town shall use the assessment revenue only for the purposes as stated herein. Any fund balance remaining at the end of a fiscal year must be carried over to the next fiscal year for up to five years. The Town may accrue revenues over a period of five years with the intent to expend that revenue by the end of the fifth year.

EXHIBIT C: SPECIAL and GENERAL BENEFITS

Special Benefit Analysis

All special benefits derived from the assessments outlined in this report are for property related services directly benefiting each individual assessed parcel in the District. The special benefit must affect the individual assessable parcel in a way that is particular and distinct from its effect on other parcels, and that real property in general and the public at large do not share. No parcel's assessment shall be greater than the special benefits received.

Specifically, each parcel benefits from each of the District services as defined below.

Sidewalk Maintenance

The sidewalk maintenance services provide a safer and cleaner pedestrian right-of-way as well as allowing accessibility to each of the assessed parcels and associated parking spaces during a snowstorm. Sweeping and removing the snow from both the sidewalks and driveway entrances allows pedestrians and vehicles to safely enter and exit each parcel. If snow is not cleared rapidly, it can create hazardous conditions. Snow and ice create slippery surfaces which is one of the main causes of slip-and-fall accidents during the winter months. Removing the snow may help avert these accidents and prevent injury lawsuits filed against the property owner.

The sidewalks also provide an accessible path of travel (ADA requirement) from public parking spaces to the commercial buildings. The maintenance of the sidewalk and snow removal provides this benefit to the buildings and businesses.

In addition, both the State of California and the Town of Truckee have requirements that the property owner is to maintain the sidewalks adjacent to their property. Specifically, the California Streets and Highways Code Section 5610 states *"The owners of lots or portions of lots fronting on any portion of a public street or place when that street or place is improved or if and when the area between the property line of the adjacent property and the street line is maintained as a park or parking strip, shall maintain any sidewalk in such condition that the sidewalk will not endanger persons or property and maintain it in a condition which will not interfere with the public convenience in the use of those works or areas save and except as to those conditions created or maintained in, upon, along, or in connection with such sidewalk by any person other than the owner, under and by virtue of any permit or right granted to him by law or by the city authorities in charge thereof, and such persons shall be under a like duty in relation thereto."*

The Town of Truckee also has an Ordinance in Section 13.05.010 that states *"It shall be the duty of all owners, and their tenants, of real property within the Town whose property borders any improved sidewalk to maintain the sidewalk in a safe condition for its use by pedestrians and other members of the public. The duty created by the ordinance shall include the duty to keep the sidewalk free and clear of all dirt, sand, gravel, filth, rubbish, ice and snow."*

Landscaping

The landscaping services benefit each assessed parcel within the District by providing an aesthetically appealing environment. This is achieved through maintaining the landscaped corridors and medians throughout the District. Some of the economic benefits of landscaped corridors are potentially higher rental rates, resale value, and higher pedestrian and vehicular traffic.

Special Benefit Conclusion

Based on the special benefits each assessed parcel receives from the District services and both the State and Town requirements, we concluded that each of the proposed services provides special benefits to the real property within the District, and that each parcel's assessment is in direct relationship to and no greater than the special benefits received.

General Benefit Analysis

As required by the State Constitution Article XIID Section 4(a), the general benefits of an assessment district must be quantified and separated out so that the cost of the services that are attributed to general benefit are deducted from the cost assessed against each specially benefitted parcel. General benefits are benefits from the District services that are not special in nature, are not "particular and distinct", and are not over and above the benefits that other parcels receive. This analysis will evaluate and determine the level of general benefits that (1) parcels inside the District, (2) parcels outside of the District, and (3) the public at large, may receive.

General Benefit to Parcels Inside of the District

Within the District boundary there are improvements and maintenance services along sidewalk frontages that do not specially benefit the assessed parcels within the District. Those sidewalk frontages include both sides of the Bridge Street bridge that connects the parcels on the south end of the District to West River Street, both sides of Bridge Street from West River Street to the UPRR tracks, and the sidewalk frontage on the north side of West River Street from the JAX parking lot to the warehouses at 10150 West River. The cost for the improvements and maintenance services along these sidewalks will be borne by the Town and not assessed against any parcel within the District.

General Benefit to Parcels Outside of the District

All the District services are provided solely to each of the individual assessed parcels in the District boundary. Each of the District services is provided to the public right-of-ways (streets and sidewalks) adjacent to all specially benefitted parcels in the District. None of the surrounding parcels will directly receive any of the District services. Any benefits these parcels may receive are incidental to providing special benefits to the assessed parcels, and thus any cost associated to the incidental benefits are not reduced from the cost of providing special benefit.

General Benefit to the Public At Large

In addition to the general benefit analysis to the parcels outside of the District boundary, we also analyzed the general benefits to the public at large, i.e., those people on foot that are just passing through the District without entering or exiting any of the specially benefitted parcels. Regardless of whether a pedestrian is walking on the sidewalk just passing through the District or entering one of the specially benefitted parcels, the ultimate responsibility for safe pedestrian passage is ultimately the property owner's responsibility. Therefore, we conclude that all benefits are special in nature and that any general benefits the public at large receives are incidental to providing special benefits to the assessed parcels.

General Benefit Conclusion

Using the sum of the three general benefit measures described above, we find in year one that \$16,393 (18.15% of the budget) may be general in nature and will be funded by the Town.

EXHIBIT D: METHOD OF APPORTIONMENT

The Landscaping and Lighting Act of 1972 and Section 4 of Article XIID of the California Constitution ("Proposition 218") require that assessments be levied according to the benefit each parcel receives from the improvements.

The Landscaping and Lighting Act of 1972 Section 22573 states:

"The net amount to be assessed upon lands within an assessment District may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218 goes further in defining the benefit nexus relationship as follows:

"...proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional benefit conferred to that parcel".

The apportionment process, therefore, involves four steps: 1) defining the proposed improvements; 2) identifying how each parcel receives special benefits from the proposed improvements; 3) determining the proportional special benefit that each parcel receives from the proposed improvements relative to all other parcels in the assessment District, and 4) calculating the assessment amount for each parcel of real property based on the proportional special benefit each parcel receives from the improvements.

Assessment Factor

The method used to determine proportional special benefits are measured by each parcel's sidewalk square footage. Sidewalk square footage is relevant to the demand and amount of maintenance services required for each specially benefitted parcel's frontage. The greater the sidewalk square feet the more the maintenance services required.

Sidewalk Square Footage is defined as the total number of sidewalk and landscaping square footage that is constructed and/or maintained adjacent to each individual parcel as part of the District.

Note: 10009 East River Street (APN 019-151-049) has an obligation to not only maintain and pay for the sidewalk improvements and maintenance adjacent to its parcel, but they must also maintain the sidewalk south of the parcel along the east side of Bridge Street to the bridge, see Attachment C for the agreement.

Assessment Calculation

As previously discussed, the assessment factor used to proportionately assign the District costs to the specially benefitted parcels is sidewalk square footage. The table below shows the assessable square footage within the district boundary.

| | Sq. Ft. |
|-------------------------|---------|
| Sidewalk Square Footage | 34,638 |

Based on the assessable square footage and the proposed budget, all of which are discussed above, the following table illustrates the first year's maximum annual assessment per assessable sidewalk square foot. (\$90,300 assessment budget / 34,638 assessable square feet)

| | Assmt Rate per Foot |
|----------------------|---------------------|
| Sidewalk Square Foot | \$2.607 |

Sample Parcel Assessment

To calculate the assessment for a parcel with 500 sidewalk square feet, multiply the 500 sidewalk square feet by the \$2.607 assessment rate, which equals a parcel assessment of \$1,303.50. All parcel assessments are calculated in the same manner.

EXHIBIT E: ASSESSMENT ROLL

The total maximum parcel assessment amount for FY 2023/24 is \$90,300 is apportioned below.

| APN | Owner Name | Site Address | Sidewalk Sq.Ft. | Maximum Parcel Assessment * |
|-------------|--|-------------------------|--------------------|-----------------------------------|
| 019-150-010 | Jax at the Tracks Inc | 10144 WEST RIVER STREET | 709 | \$1,848.34 |
| 019-150-008 | West River LLC, C/O Margaret R. Woods | 10009 WEST RIVER STREET | 1,047 | \$2,729.49 |
| 019-150-004 | Truckee Star Hotel LLC, C/O David Vaille | 10015 WEST RIVER STREET | 766 | \$1,996.93 |
| 019-150-002 | Schaffer House, LLC | 10031 WEST RIVER STREET | 320 | \$834.23 |
| 019-130-052 | Forge Trust Co | 10175 WEST RIVER STREET | 322 | \$839.44 |
| 019-130-051 | Moutain Vibe, LLC | 10187 WEST RIVER STREET | 312 | \$813.37 |
| 019-130-050 | Paul T Cabeen Trste ETAL, Conklin Robert | 10191 WEST RIVER STREET | 382 | \$995.86 |
| 019-130-048 | Moutain Vibe, LLC | 10167 WEST RIVER STREET | 480 | \$1,251.34 |
| 019-130-006 | Xinyi & Reed McKinny | 10199 WEST RIVER STREET | 1,192 | \$3,107.50 |
| 019-090-045 | Il Trovatore, LLC | 10090 WEST RIVER STREET | 499 | \$1,300.87 |
| 019-090-035 | Garden Folly C/O Shelley McGinity | 10153 WEST RIVER STREET | 857 | \$2,234.17 |
| 019-090-034 | Nancy Costello Etal, William P. Kenney | 10145 WEST RIVER STREET | 390 | \$1,016.72 |
| 019-090-033 | James S. Herzman Jr. | 10141 WEST RIVER STREET | 227 | \$591.78 |
| 019-090-032 | Zachary Cowan | 10131 WEST RIVER STREET | 708 | \$1,845.73 |

| APN | Owner Name | Site Address | Sidewalk Sq.Ft. | Maximum Parcel Assessment * |
|--|--|---|-----------------|-----------------------------|
| 019-090-031 | RBSKISQUAW LLC | 10115 WEST RIVER STREET | 596 | \$1,553.75 |
| 019-090-030 | Zachary Cowan | 10101 WEST RIVER STREET | 279 | \$727.34 |
| 019-090-029 | Truckee River Investments LLC, C/O Brian Murphy | 10095 WEST RIVER STREET | 916 | \$2,387.98 |
| 019-090-026 | W River Street LLC | 10075 WEST RIVER STREET | 656 | \$1,710.17 |
| 019-090-025 | Claus H. & Alison P. Shelling Trstes, C/O Toni Robinson West River Real Estate | 10069 WEST RIVER STREET | 745 | \$1,942.19 |
| 019-090-024 | Joel L. & Birgitta N. Depaoli | 10055 WEST RIVER STREET | 426 | \$1,110.57 |
| 019-090-023 | Eugene & Shirley Gini Trstes(R) Etal, Mary & Geno Giovannoni LIF EST | 10039 WEST RIVER STREET | 361 | \$941.11 |
| 019-130-004 | Town of Truckee | 10257 WEST RIVER STREET | 11,753 | \$30,639.64 |
| 019-120-004 | Riverfront LLC | 10331 WEST RIVER STREET | 1,374 | \$3,581.97 |
| 019-090-046 | ASTREAM 1 LLC, Attn: Michael Raneri | 10150 B WEST RIVER STREET (WAREHOUSES) | 742 | \$1,934.37 |
| 019-151-049 | SMITH & BROWN, LLC | 10009 EAST RIVER STREET | 1,467 | \$3,824.42 |
| 019-152-055 | Rhonda M Rossi Trste | COMMON AREA ON SE SIDE OF BRIDGE TO START OF CHINESE HERB SHOP SW | 327 | \$852.48 |
| 019-140-001 | Gertrude Holdings, LLC | 10002 SOUTH RIVER STREET | 497 | \$1,295.66 |
| General Benefit Parcels (Town's Responsibility) | | | | |
| 019-090-046 | Town of Truckee | 10130 WEST RIVER STREET (FRONTAGE ALONG THE STATION PARKING LOT) | 803 | \$2,093.39 |

| APN | Owner Name | Site Address | Sidewalk Sq.Ft. | Maximum Parcel Assessment * |
|-------------------------|-----------------|---|--------------------|-----------------------------------|
| 019-090-046 | Town of Truckee | UPRR EMPLOYEE HOUSING | 1,087 | \$2,833.77 |
| | Town of Truckee | JAX SIDEWALK AREA - EAST OF EXISTING ADA RAMP TO RR TRACKS | 1,390 | \$3,623.68 |
| | Town of Truckee | BRIDGE ST FRONTAGE - EAST SIDE | 934 | \$2,434.90 |
| | Town of Truckee | BRIDGE ST FRONTAGE - WEST SIDE | 1,183 | \$3,084.04 |
| | Town of Truckee | NE CORNER OF BRIDGE STREET AND EAST RIVER STREET INTERSECTION | 891 | \$2,322.80 |
| TOTAL ASSESSMENT | | | 34,638 | \$90,300.00 |

* Subject to the CPI adjustment.

ATTACHMENT A: BOUNDARY MAP

Reference is hereby made to the recorded boundary map on file in the office of the Town Clerk for a description of the boundaries of the Assessment District. A reduced copy of the boundary map is included on the following two pages.

OFFICIAL MAP OF
WEST RIVER STREET LANDSCAPE AND LIGHTING ASSESSMENT
DISTRICT NO. 1
TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA
SHEET 1 OF 2

1. FILED IN THE OFFICE OF THE TOWN CLERK THIS ____ DAY OF ____ 2022.

TOWN CLERK
TOWN OF TRUCKEE

2. I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING BOUNDARIES OF TOWN OF TRUCKEE W. RIVER STREET LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT NO. 2022-1, COUNTY OF NEVADA, STATE OF CALIFORNIA, WAS APPROVED BY THE TOWN COUNCIL, AT A MEETING THEREOF HELD ON THE ____ DAY OF ____ 2022.

TOWN CLERK
TOWN OF TRUCKEE

3. FILED THIS ____ DAY OF ____ 2022 AT THE HOUR OF ____ O' CLOCK, ____ M., IN BOOK ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE ____ IN THE OFFICE OF THE COUNTY RECORDER, IN THE COUNTY OF NEVADA, STATE OF CALIFORNIA.

GREGORY J. DIAZ, COUNTY RECORDER

COUNTY OF NEVADA

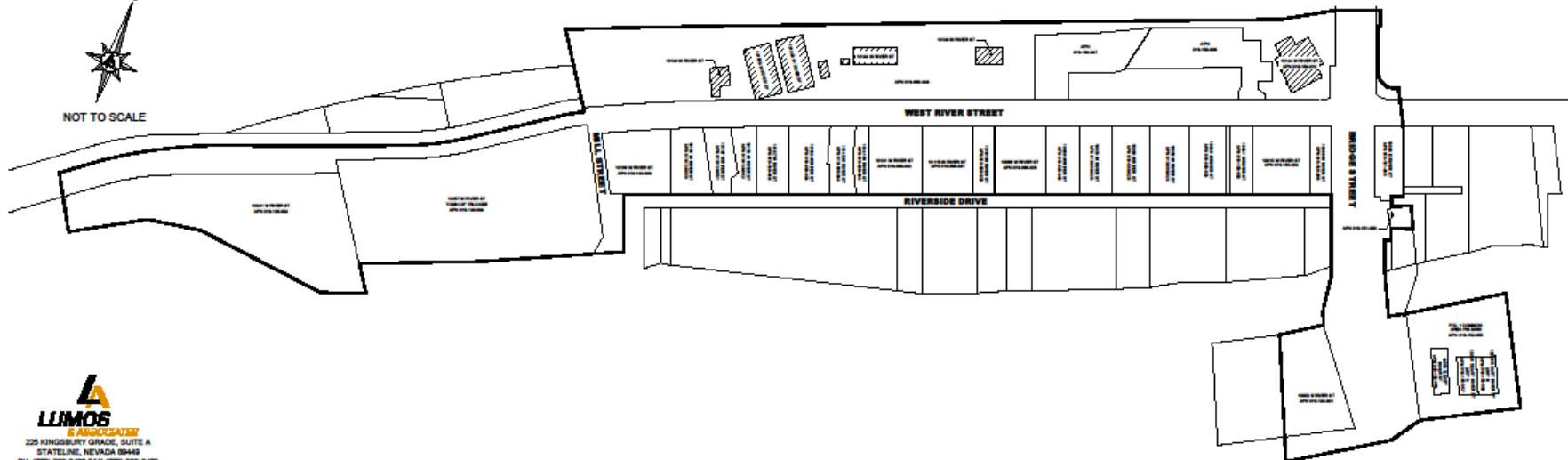
INSTRUMENT NUMBER: _____

LEGEND

W. RIVER STREET LANDSCAPE AND LIGHTING
ASSESSMENT DISTRICT



NOT TO SCALE



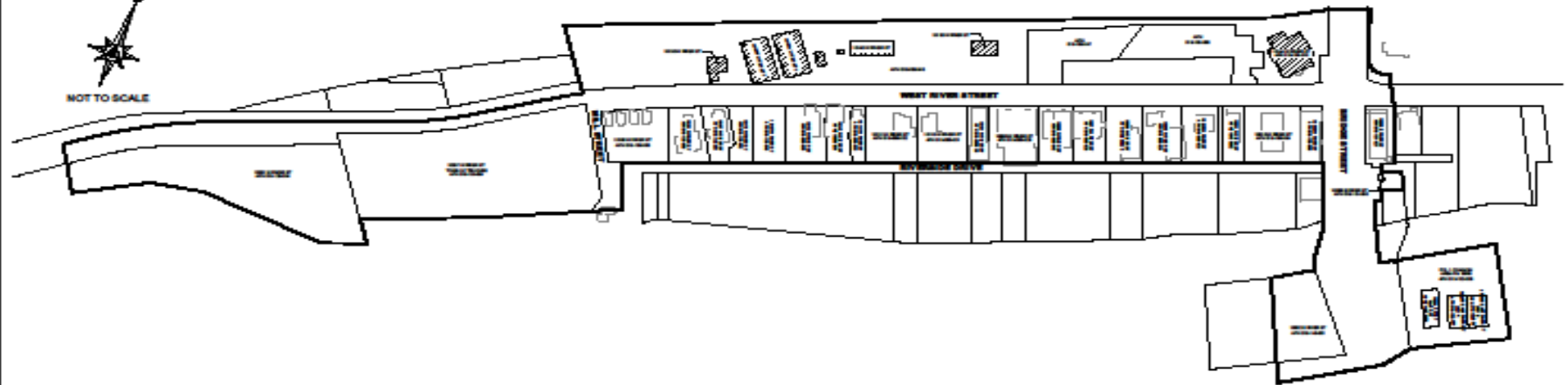
OFFICIAL MAP OF
W. RIVER STREET LANDSCAPE AND LIGHTING ASSESSMENT
 DISTRICT NO. 2022-1
 TOWN OF TRUCKEE, COUNTY OF NEVADA, STATE OF CALIFORNIA
 SHEET 2 OF 2

LEGEND

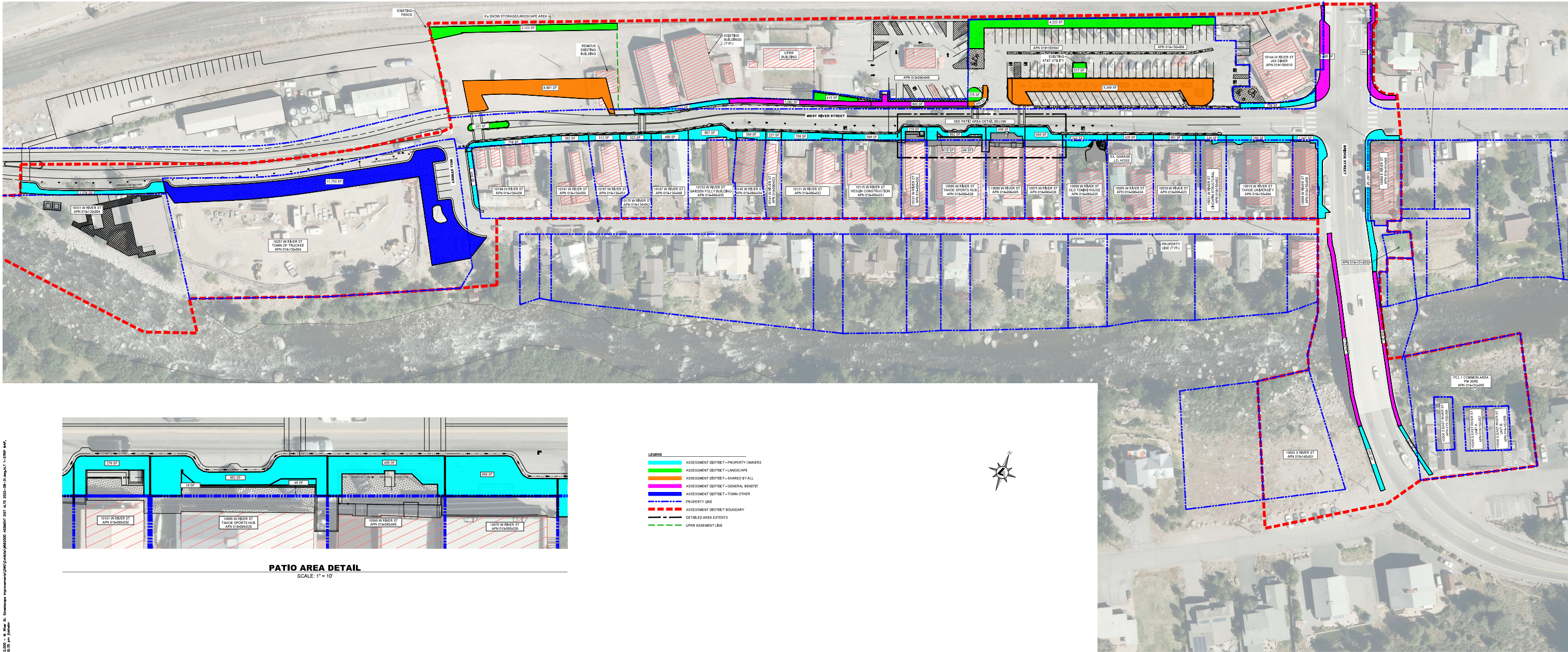
| | |
|---|--|
|  | W. RIVER STREET LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT |
| 019-090-046 | ASSESSORS PARCEL NUMBER |
|  | BUILDINGS LOCATED ON RAILROAD PARCEL |



NOT TO SCALE



ATTACHMENT B: ASSESSMENT ALLOCATION MAP



**ATTACHMENT C: Loan Agreement between the Town of Truckee
and Matthew and Wendy Brown**

16
NF

Recording Requested By:

and

Return to: Town of Truckee
Judy Price, Town Clerk
10183 Truckee Airport Road
Truckee CA 96161

Nevada County Recorder
Gregory J. Diaz
Document#: 20140021453
Tuesday November 04 2014, at 01:42:36 PM

Paid: AB

Not Subject to Fees: GC 27383

LOAN AGREEMENT

TOWN OF TRUCKEE ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

This Agreement is entered into as of the 20 day of August 2014, by and between the Town of Truckee ("Town"), and Matthew D. Brown and Wendy A. Smith, Trustees of the Brown and Smith Family Trust dated September 21, 2011, (collectively, "Participant"), owner of the property located at 10009 East River Street, Truckee, CA 96161, Assessor's Parcel Number, 19-151-27 (the "Property"). Town and Participant may be referred to herein singularly as "Party" or collectively as "Parties."

I. SUBJECT OF AGREEMENT

- A. Purpose of Agreement. The improvement of the Property and the fulfillment generally of this Agreement are in the best interests of Town and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements. Implementation of this Agreement will further the goals and objectives of Town's current and planned Historic Downtown Area capital improvement projects.
- B. Acknowledgment of Responsibility for Project. Participant intends to apply for a building permit to renovate the lower level of the Property to construct a restaurant. Participant acknowledges that improvement of the sidewalk adjacent to the Property will be required in conjunction with this building permit, and that Participant is financially responsible for the costs of such improvement except to the extent that Town contributes funds pursuant to this Agreement.
- C. Work to be Performed by Town. Subject to Town's option not to proceed with the Project pursuant to Section II.A herein, Town will cause to be completed streetscape improvements adjacent to the Property, as depicted in Exhibit "A" attached hereto and incorporated herein by reference ("Project").
- D. Work to be Performed by Participant. Participant shall cause to be completed, at Participant's sole expense, the improvements to the Property depicted and/or described in Exhibit "B" attached hereto and incorporated herein by reference, provided that Participant shall be relieved of this obligation if Participant exercises its option not to proceed with the Project pursuant to Section II.A herein.

- E. Dedication of Easement. Prior to commencement of construction of the Project, Participant shall grant to Town, without charge, an easement over such areas of the Property where portions of the Project will be constructed.
- F. Occupancy Prior to Completion of Project. Town shall permit occupancy of the restaurant prior to completion of the Project, provided that Participant has complied, and remains in compliance, with its obligations under this Agreement. Participant shall provide a temporary access ramp as a level transition to the restaurant area prior to the completion of the Project. The improvement depicted in Exhibit "C" attached hereto and incorporated by reference shall be installed in accordance with Participant's building permit prior to any occupancy of the restaurant. The temporary access shall be maintained at all times during construction of the Project as a condition of Participant's building permit, and shall be placarded with the words "temporary access" and a visual plan of the sidewalk improvements to be constructed as part of the Project.

II. PAYMENT FOR SIDEWALK IMPROVEMENTS

- A. Loan and Project Costs. In consideration of the agreements and covenants of Participant as set forth in this Agreement, Town agrees to loan Participant 80% of the first \$100,000 of Project costs to offset the cost of the Project ("Loan"). Prior to commencement of construction of the Project, Participant shall tender to Town the sum of \$20,000 as a deposit against Participant's financial obligations hereunder. Participant shall be solely responsible for any amount by which the total cost of the Project exceeds \$100,000, provided that if, after the opening of bids for Project construction work, the total cost of the Project is estimated to exceed \$100,000 the Parties shall meet and confer regarding the expected cost of the Project and whether Town and Participant wish to continue with the Project. Within 20 days of such meeting, either Party may notify the other Party that it is withdrawing from the Project, in which case this Agreement shall be deemed terminated and neither Party shall have any further obligation hereunder. If no such timely notice is provided, this Agreement shall remain in effect except as it may be amended by the Parties.
- B. Funding Reconciliation. Following completion of the Project, Town shall send Participant an itemized summary of the costs of the Project, including both construction costs and the cost of time spent by Town staff on the Project. Town shall enclose with the invoice a reconciliation applying Participant's deposit to the total Project cost. If the invoice reflects a total Project cost of less than \$100,000, Town shall enclose a partial refund of Participant's deposit. If the total Project cost exceeds \$100,000, the invoice shall set forth the additional amount owed by Participant. Participant shall tender to Town any such additional amount within 30 days of receipt of the invoice.
- C. Security on Loan and Interest Accrual. Security for the full amount of the Loan shall be provided concurrently with execution of this Agreement. If sufficient equity exists for Participant in the Property to secure the Loan as demonstrated by a current title report, a promissory note and deed of trust securing the loan shall be recorded in the official Recorder's Office of Nevada County. If such security is not sufficient or is unavailable, other security satisfactory to Town's Town Manager, in his sole determination, shall be provided or this Agreement shall terminate. Interest due under this loan shall begin to accrue upon completion of the Project. Town hereby consents to subordinating Participant's repayment obligation hereunder to one loan secured by the Property in an amount not exceeding \$960,000, and shall execute such documents as may be necessary to reflect such subordination.
- D. Loan Term, Interest, and Forgiveness. The loan term shall be ten years. The principal shall be forgiven at the rate of 10% per year, on or about the anniversary of the commencement of the loan term, so long as the Property is owned by the original loan recipient and the restaurant at

the Property is operating and open to the public for a majority of the year. The loan interest rate shall be 2% simple interest on an annual basis on any remaining principal. If the Property is still under ownership of Participant after the ten-year term expires, the principal component of the loan shall be 100% forgiven, and the simple interest component of the loan shall be due. The loan term begins, and the 2% annual simple interest begins accruing, once the loan is disbursed from Town.

- E. Acceleration of Repayment Obligation. If the Property or other real property securing Participant's obligation to repay the Loan is sold before the ten-year term expires, or the restaurant at the Property has at any point been operating and open to the public for less than a majority of the preceding 52 weeks. Participant shall, at time of sale or at the time the restaurant ceases to have been operating and open to the public for less than a majority of the preceding 52 weeks, pay to Town the remaining full balance of the Loan and all accrued interest due. To provide notification to potential purchasers of this repayment obligation, this Agreement shall be recorded in the official records of Nevada County.
- F. Assignment. Participant may not transfer or assign any or all of his/her rights or obligations hereunder, and any attempted assignment shall be wholly void and of no effect. This Agreement is made and entered into solely for the benefit of Town and Participant, and no other third person shall have any right of action under this Agreement.

III. SIDEWALK MAINTENANCE

- A. Continual Maintenance Obligation. Upon and after the signature date set forth below, Participant himself/herself, his/her successors, his/her assigns, and every successor in interest to the Property or any part thereof shall, at Participant's sole expense, maintain, operate, repair, and replace the completed sidewalk in accordance with all applicable laws and the standards set forth in this section.
- B. Sidewalk Maintenance and Repair. Participant shall be obligated to and bound by this Agreement to maintain and repair such sidewalk, street furniture, gutters, and other sidewalk amenities and to pay all costs and expenses thereof as provided herein.
- C. Maintenance and Repair of the Sidewalk. The maintenance and repair of the sidewalk shall include all reasonable measures to promptly inspect, remove, and correct defects or dangerous conditions, including without limitation maintenance and repair of surfaces including grading, re-leveling, re-surfacing, removal, and replacement of the sidewalk, pavers, or portions, and the removal and filling or replacement or repair of sidewalk furniture, trees, and snow removal.
- D. Displacement. Participant shall cause the sidewalk to be repaired if it is in any of the following conditions: vertical displacement between adjacent pavers or between pavers and adjacent concrete, or gouges in pavers or concrete surfaces, of more than 0.25 inches. Walking surface cross-slopes shall not exceed 0.5 inches per foot. In areas of curb ramps, slope shall not exceed 1:12 and vertical rise shall not exceed six inches.
- E. Town May Perform. If the Town Manager determines that the sidewalk, materials, or substances deposited on the sidewalk create an imminent public safety hazard, Town may, but is not required to, remedy the conditions forthwith at the cost of Participant.
- F. Consent to Formation of Special District for Maintenance and Related Purposes. By entering into this Agreement, Participant hereby consents to and irrevocably agrees to vote in favor of any maintenance district or other financing mechanism created by Town to absorb the costs

of sidewalk maintenance and related purposes as set forth herein, and/or to consent to the annexation of the Property into any such district. The costs of any such district, however levied or assessed, shall be spread on an equitable and proportional basis among all district participants as determined by the Town Council in the reasonable exercise of its discretion. Any such cost determination shall be made in a public meeting in accordance with any procedures required by California law. Once made, the decision of the Town Council with regard to any such cost allocation shall be final and binding on Participant, and Participant shall promptly pay when required any such cost.

- G. Alteration of the Sidewalk. The alteration or removal of the sidewalk by any person or entity without the prior written approval of Town is prohibited. If Participant wishes to modify the design of a portion of the sidewalk, Participant shall prepare and provide to the Town Manager or designee a set of engineered plans for proposed modifications. Town reserves the right to charge a review fee commensurate with administrative costs incurred in such review. The Town Manager or designee has the right to accept, deny, or modify proposed modifications. This decision may be appealed to the Town Council.
- H. Obstruction of the Sidewalk. The sidewalk may not be obstructed without the prior approval of Town. Any activity or use that might obstruct or otherwise impede the normal passage of pedestrians on the sidewalk shall be prohibited. Such activities or uses shall include, but not be limited to, the following:
 - 1. The parking of a motor vehicle, except emergency vehicles, on or over any portion of the sidewalk;
 - 2. The dumping, depositing, or placing of refuse, leaves, snow, ice, or mud upon the sidewalk; and
 - 3. The growth of trees, bushes, or other plants in such a way that any part of the plant growing on or over a sidewalk might impede or obstruct the passage of pedestrians or create a sight distance hazard for uses or the right-of-way.
- I. Snow, Ice, and Mud Removal. Participant shall not place or cause snow to be placed on the sidewalk. Furthermore, it shall be the duty of Participant to make a good faith effort to clear the sidewalk and stairways at the perimeter of his/her property from accumulation of snow, ice, and mud. In the event snow and ice on the sidewalk has become so hard that it cannot be removed without likelihood of damage to the sidewalk, Participant shall, within the time mentioned above, cause enough sand or other Town-approved substances to be put on the sidewalk to attempt to make travel thereon reasonably safe; and shall then, as soon thereafter as weather permits, cause the sidewalk to be thoroughly cleaned.
- J. Snow Accumulation. Snow shall not be allowed to accumulate to a depth of more than four inches during business hours, defined as 8:00 a.m. to 7:00 p.m., seven days a week, prior to commencing and diligently providing for its removal. If the standard is violated for longer than a 24-hour period, Town reserves the right, but shall not have a duty, to remove snow and ice at Participant's expense. This standard applies except in climatic conditions that make it physically impossible to perform the work. Participant shall not allow or permit snow or ice to accumulate on, or to project or overhang from, any roof, ledge, or other part of the structure or building upon the property where the accumulation, projection, or overhang of ice or snow constitutes a hazard or presents a reasonable possibility of sliding off of the building and onto the sidewalk.

- K. Fire Hydrants. It shall be the duty of Participant to uncover and remove accumulated snow and windrows of snow from over and around fire hydrants adjacent to the Property. The hydrants shall be uncovered for a distance of not less than three feet on all sides so that the hydrants are accessible for emergency use. Hydrants shall be uncovered within 24 hours of the time they are buried by a plowed windrow of snow or from the time they become buried from drifts.
- L. Graffiti. The removal of graffiti from fixtures, furniture, or the sidewalk itself adjacent to the property is the responsibility of Participant and must be completed within a 48-hour time period after the graffiti occurs.

IV. GENERAL PROVISIONS

- A. Conflicts of Interest. No member, official, or employee of Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in decisions relating to this Agreement which affects his/her personal interests or the interests of any corporation, partnership, or association in which he/she is directly or indirectly interested.
- B. Hold Harmless. Participant agrees to indemnify, defend, and hold Town, the Town of Truckee, and all employees, officers, and representatives of Town free and harmless from any and all liability arising from or related to Participant's participation in the Downtown Streetscape Improvement Loan Program, the use of Town funds for the improvements, the permits issued by Town, and/or Town action pursuant to this Agreement.
- C. Non-liability of Town Officials and Employees. No member, official, or employee of Town shall be personally liable to Participant for any breach by Town or for any amount which may become due to Participant or on any obligations under the terms of this Agreement.
- D. Confidentiality. Participant acknowledges that Town is subject to the provisions of the California Public Records Act and that any information submitted to Town may be disclosed to the extent required by law.
- E. Termination. This Agreement may be terminated as follows:
1. By Town: Town shall have the right to terminate this Agreement upon written notice to Participant in the event that Participant fails to comply with any of Participant's obligations hereunder.
 2. By Participant: Participant shall have the right to terminate this Agreement upon written notice to Town in the event that Town fails to comply with any of Town's obligations under the contract.
- F. Notices. Notices, requests for payment, and other communications are to be hand delivered or mailed to:

Town at:

Town of Truckee
Attention: Tony Lashbrook,
Town Manager
10183 Truckee Airport Road
Truckee, CA 96161

Participant at:

The River Street Inn
Attention: Wendy Smith
10009 East River Street
Truckee, CA 96161

Or to such other address as any party may designate by notice in accordance with this Section.

VI. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

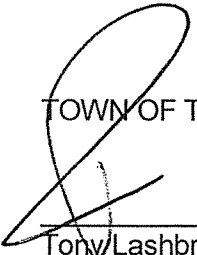
This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This Agreement integrates all terms and conditions herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Town and Participant, and all amendments hereto must be in writing and signed by the appropriate authorities of Town and Participant.

VIII. EFFECTIVE DATE OF AGREEMENT


The effective date of this Agreement shall be the date when this Agreement is signed by Town.

TOWN OF TRUCKEE

PARTICIPANT



Tony Lashbrook, Town Manager



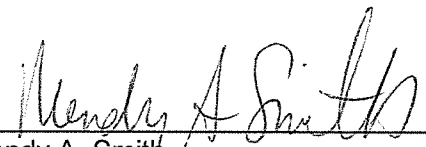
Matthew D. Brown
Trustee of the Brown and Smith Family Trust
dated September 21, 2011

8.20.14

Date

8-20-14

Date



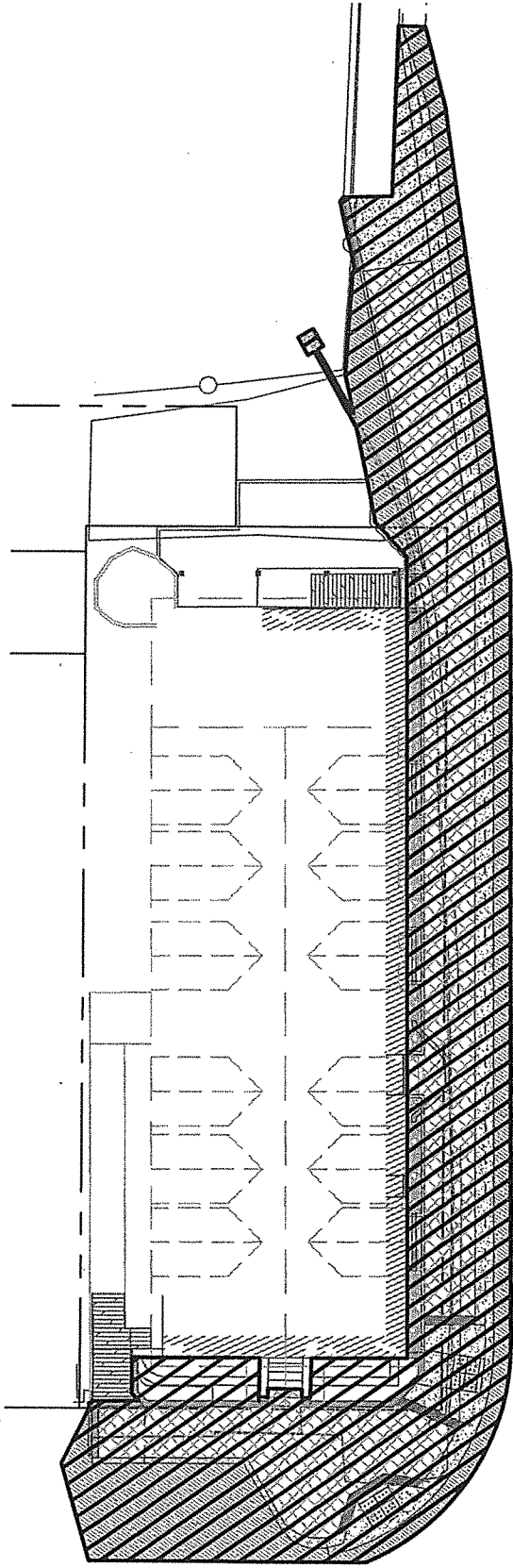
Wendy A. Smith
Trustee of the Brown and Smith Family Trust
Dated September 21, 2011

8/20/14

Date

EXHIBIT "A"

IMPROVEMENTS TO BE CONSTRUCTED BY TOWN



1"=20'
(WHEN PLOTTED
ON 8.5" X 11")

ACUMEN
ENGINEERING
C O M P A N Y

ph 530.550.8068 Post Office Box 3497
fax 530.550.8069 Truckee, CA 96160

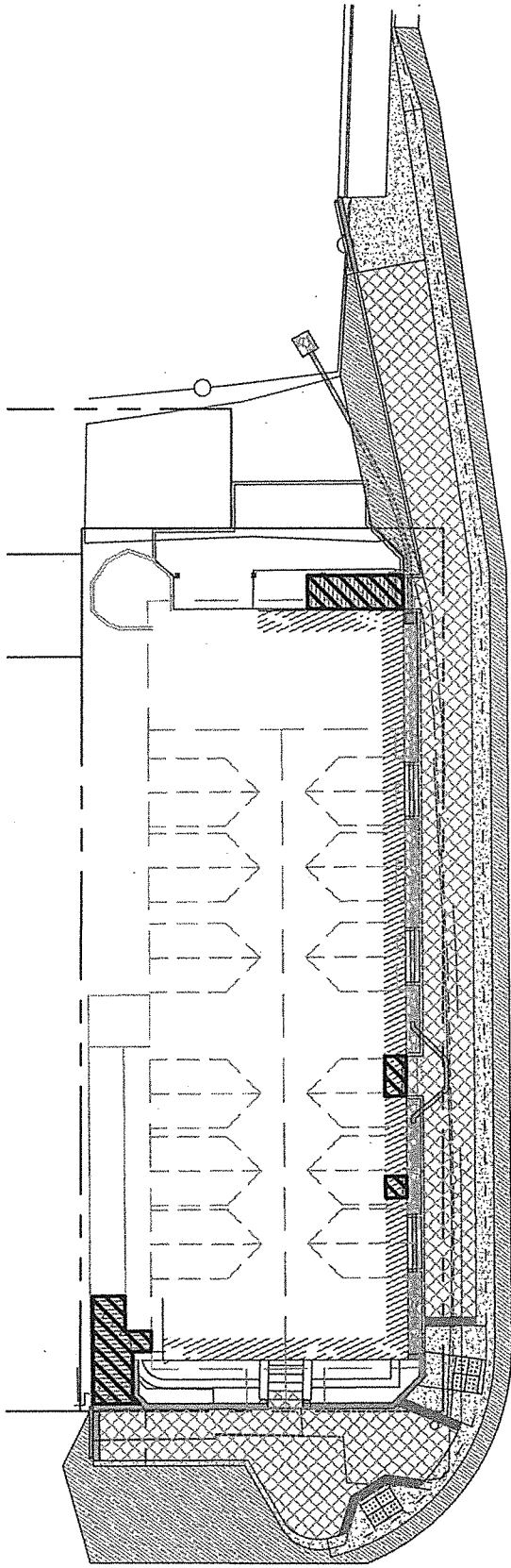
BRIDGE/EAST RIVER
STREETSCAPE
IMPROVEMENT
PROJECT

19 SEPTEMBER 2014

EXHIBIT A

EXHIBIT "B"

IMPROVEMENTS TO PROPERTY BE CONSTRUCTED BY PARTICIPANT



1"=20'
(WHEN PLOTTED
ON 8.5" X 11")

ACUMEN ENGINEERING C O M P A N Y

Ph. 530.550.8068 Post Office Box 3497
Fax 530.550.8069 Truckee, CA 96160

BRIDGE/EAST RIVER STREETSCAPE IMPROVEMENT PROJECT

19 SEPTEMBER 2014

EXHIBIT B

EXHIBIT "C"

**IMPROVEMENT TO BE CONSTRUCTED BY PARTICIPANT
PRIOR TO RESTAURANT OCCUPANCY**

(FROM SHEET A2.1 OF THE APRIL 28, 2014 PROJECT PLANS APPROVED BY TOWN)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Nevada }

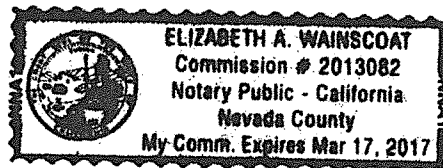
On August 20, 2014 before me, Elizabeth A. Wainscoat *Notary Public*
personally appeared Matthew D. Brown and Wendan Smith

who proved to me on the basis of satisfactory evidence to be the persons(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.

WITNESS my hand and official seal.

Elizabeth A. Wainscoat
Signature of Notary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Nevada }

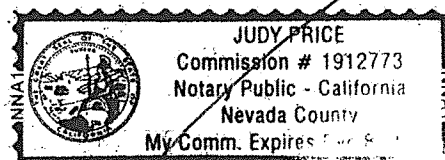
On August 20, 2014 before me, Judy Price, Notary Public
personally appeared Tony Lashbrook

who proved to me on the basis of satisfactory evidence to be the persons(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.

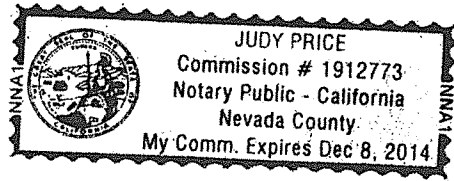
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judy Price



Judy Price
Signature of Notary



Recording Requested By:

and

Return to: Town of Truckee
Judy Price, Town Clerk
10183 Truckee Airport Road
Truckee CA 96161

Not Subject to Fees: GC 27383

FIRST AMENDMENT TO LOAN AGREEMENT

1. This First Amendment ("Amendment") is made by the Town of Truckee and Matthew D. Brown and Wendy A. Smith, Trustees of the Brown and Smith Family Trust dated September 20, 2011, parties to the Loan Agreement dated August 20, 2014.
2. The Lease Agreement is amended as follows:
 - a. Section II.A is hereby amended to read as follows:

"A. Loan and Project Costs. In consideration of the agreements and covenants of Participant as set forth in this Agreement, Town agrees to loan Participant an amount equal to the difference between the cost of the Project and \$2,066.30, provided that the loan amount shall not exceed \$120,000 ("Loan"). Prior to commencement of construction of the Project, Participant shall tender to Town, as a deposit against Participant's financial obligations hereunder, the sum of \$2,066.30. Participant shall be solely responsible for any amount by which the cost of the Project exceeds \$122,066.30."
 - b. Section II.B is hereby amended to read as follows:

"B. Funding Reconciliation. Following completion of the Project, Town shall send Participant an invoice including an itemized summary of the costs of the Project, including both construction costs and the cost of time spent by Town staff on the Project. Town shall enclose with the invoice a reconciliation applying Participant's deposit to the total Project cost and setting forth the amount of the Loan. If the total Project cost (excluding the cost of improvements depicted in Exhibit "B") exceeds \$122,066.30, the invoice shall set forth the additional amount owed by Participant, and Participant shall tender to Town any such additional amount within 30 days of receipt of the invoice."

c. Section II.C is hereby amended by replacing "\$960,000" with "\$960,900".

3. Except as set forth in this Amendment, the Loan Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Loan Agreement or any earlier amendment, the terms of this Amendment will prevail.

TOWN OF TRUCKEE

By: _____

Date: 10.23.14

PARTICIPANT

By: Matthew D. Brown
Matthew D. Brown
Trustee of the Brown and Smith Family
Trust dated September 20, 2011

Date: 10-14-14

By: Wendy A. Smith
Wendy A. Smith
Trustee of the Brown and Smith Family
Trust dated September 20, 2011

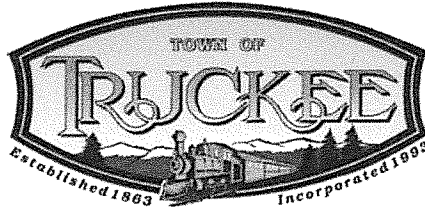
Date: 10/14/14

Town Council

Patrick Flora, Mayor

Alicia Barr, Vice Mayor

Dr. Mark Brown D.C., Council Member
Joan deRyk Jones, Council Member
Carolyn Wallace Dee, Council Member



Department Heads

Tony Lashbrook, Town Manager
Andy Morris, Town Attorney
Adam McGill, Chief of Police
John McLaughlin, Community Development Director
Kim Szczurek, Administrative Services Director
Judy Price, Town Clerk
Alex Terrazas, Assistant Town Manager
Daniel Wilkins, Public Works Director/Town Engineer

Wendy Smith
River Street Inn
10009 East River Street
Truckee, CA 96161

August 19, 2014

Dear Wendy:

At the June 24, 2014 Town Council meeting the Town Council authorized the Town Manager to enter into a streetscape loan agreement with you for an amount not to exceed \$80,000. Based on the Town Council's action Town staff has prepared the attached loan agreement.

As we have discussed it is anticipated that the total project costs may exceed the initial estimated cost of \$100,000. Based on rough estimates, the overall cost of the project including design, construction and inspection have been revised upward to an estimated \$120,000 - \$130,000. We will not have a firm idea of the project costs until after the bids for the project are opened on September 2, 2014. After the bid opening if it is determined that the project cost will exceed the original \$100,000 estimate, Town staff will recommend to the Town Council that the Town provide the additional funding needed for the project- assuming that the bids are reasonable. The Town's contribution will be all costs for construction design, construction, construction inspection and construction management that are above and beyond your initial \$20,000 investment into the Streetscape improvements. According to the project schedule the Town Council will consider awarding the bid at the September 9, 2014 Council meeting and request for additional funds if necessary. The decision to increase the funding for this project will be made by the Town Council at their sole discretion. Once the project is complete we will true up the estimated cost to the actual costs and make any necessary budget modifications.

If you or your lender have any questions please do not hesitate to contact me at 530.582-2914 or by e-mail at aterrazas@townoftruckee.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Alex Terrazas", written over a horizontal line.

Alex Terrazas
Assistant Town Manager

Attachments

1. Loan Agreement

Tahoe/Truckee



10183 Truckee Airport Road, Truckee, CA 96161-3306

www.townoftruckee.com

Administration: 530-582-7700 / Fax: 530-582-7710 / email: truckee@townoftruckee.com

Community Development: 530-582-7820 / Fax: 530-582-7889 / email: cdd@townoftruckee.com

Animal Services/Vehicle Abatement: 530-582-7830 / Fax: 530-582-7889 / email: animalservices@townoftruckee.com

Police Department: 530-550-2328 / Fax: 530-550-2326 / email: policedepartment@townoftruckee.com

Printed on recycled paper.

