



RESOLUTION No. 17-594

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

AGREEMENT BETWEEN THE TOWN OF TRUCKEE AND THE COUNTY OF NEVADA REGARDING THE TRAFFIC IMPACT MITIGATION FEES COLLECTED IN THE UNINCORPORATED PORTION OF EASTERN NEVADA COUNTY

WHEREAS, on January 13, 2004, the Nevada County Board of Supervisors adopted Resolution 04-025, which approved an agreement between the Town of Truckee and the County of Nevada regarding the traffic impact mitigation fees collected in the unincorporated portion of Eastern Nevada County; and

WHEREAS, there are currently a number of parcels in unincorporated Eastern Nevada County that are within the Town's Sphere of Influence or Area of Concern and would directly impact Truckee if they were to develop; and

WHEREAS, since development on these parcels would directly impact Truckee, County and Truckee staff members agree that these parcels should be included in Truckee's Traffic Impact Fee (TIF) program; and

WHEREAS, by including these parcels in the TIF, Truckee has established a clear and legally defensible nexus for the assessment of fees on these parcels in accordance with AB 1600; and

WHEREAS, the updated agreement reflects the impact these parcels have on Truckee and establishes the framework to offset impacts the development of these parcels could potentially have on Truckee roads; and

WHEREAS, Truckee has also identified a future bike lane project that extends along County portions of Glenshire and Hirschdale Roads; and

WHEREAS, the updated agreement reflects this new project's inclusion in Truckee's TIF.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Nevada County Board of Supervisors approve the updated agreement between the Town of Truckee and the County of Nevada regarding the traffic impact mitigation fees collected in the unincorporated portion of Eastern Nevada County and authorize the Chair of the Board of Supervisors to execute the agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 12th day of December, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Hank Weston, Chair

12/12/2017 cc: DPW*
AC* (Hold)

1/3/2018 cc: DPW*
AC* (release)
Town of Truckee

**AGREEMENT BETWEEN THE TOWN OF TRUCKEE AND THE COUNTY OF NEVADA
REGARDING THE TRAFFIC IMPACT MITIGATION FEES COLLECTED IN THE
UNINCORPORATED PORTION OF EASTERN NEVADA COUNTY**

This agreement ("Agreement") is made and entered into this 12th day of December, 2017, between the COUNTY OF NEVADA, a political subdivision of the State of California (hereinafter "County"), and the TOWN OF TRUCKEE, a municipal corporation (hereinafter "Town"), regarding the traffic impact mitigation fees collected in the unincorporated portion of Eastern Nevada County that is adjacent to the Town.

SECTION 1: RECITALS

The parties have entered into this Agreement based on the following facts:

1. This Agreement supersedes and replaces the similar agreement between the County and Town dated December 9, 2003, and any other agreement between the parties concerning Traffic Impact Fees.
2. The County established Local Traffic Mitigation Fees for Western (Zone 1) and Eastern (Zone 2) portions of the County through Nevada County Board of Supervisors Resolution 17-030.
3. The Town established a Traffic Impact Fee Program through the adoption of Ordinance 2016-03.
4. The Town of Truckee Traffic Impact Fee Program is based upon an AB 1600 study that included properties located in the unincorporated portion of eastern Nevada County that are adjacent to Town limits as shown in Exhibit A ("Nevada County Truckee Zone 1") and included an improvement project to widen Glenshire Drive and Hirschdale Road between Interstate 80 and the Town limits ("Glenshire/Hirschdale Widening Project").
5. County and Town wish to establish an agreement by which: (i) parcels developed in Nevada County Truckee Zone 1 are subject to the Town of Truckee Traffic Impact Fees (TIFs); and (ii) Nevada County Truckee Zone 1 TIFs are disbursed to the Town for construction of the improvements within the Town and the Glenshire/Hirschdale Widening Project.

SECTION 2: AGREEMENT

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

1. Rather than expending Nevada County Truckee Zone 1 TIFs itself to implement improvements identified in unincorporated eastern Nevada County, County will disburse said Nevada County Truckee Zone 1 TIFs to Town for this purpose. To this end, County shall hereafter transfer to Town on an annual basis all funds collected as Nevada County Truckee Zone 1 TIFs, together with any accumulated interest thereon, to be used to implement the Town of Truckee Traffic Impact Fee Program projects, including the construction of the Glenshire/Hirschdale Widening Project.

2. Town agrees to accept said funds for construction of projects identified in the Town of Truckee Traffic Impact Fee Program, including the Glenshire/Hirschdale Widening Project.
3. The parties acknowledge that the Nevada County Truckee Zone 1 TIFs are a funding source to construct all the projects identified in the Town of Truckee Traffic Impact Fee Program with funds transferred pursuant to this Agreement. Town shall be solely responsible for the proper design and construction of the improvements and shall be responsible for complying with all legal requirements for construction, including any necessary bidding or prevailing wage requirements and expressly agrees to indemnify County with respect thereto. Maintenance of the improvements will be the responsibility of the jurisdiction in which the improvements are located.
4. The timing of the Glenshire/Hirschdale Widening Project, which is outside the Town boundaries, will be determined at a future date once the project has been identified as a priority by the County and there is adequate funding from both the TIF program and the County to fund the design and construction. The TIFs, including those collected from Nevada County Truckee Zone 1 parcels, may be used to fund not more than 83 percent of the Glenshire/Hirschdale Widening Project costs. The remainder must be funded by Nevada County or other sources, provided that nothing in this Agreement shall be deemed to require either County or Town to actually provide such funding.
5. Improvements constructed with Nevada County Truckee Zone 1 Fees transferred pursuant to this Agreement shall be and remain available for use by the general public, including those from whom the TIFs were collected.
6. Upon request, County shall have the right to review books and records of Town which relate to use of the Nevada County Truckee Zone 1 Fees transferred from County to Town pursuant to this Agreement.

SECTION 3: GENERAL PROVISIONS

1. County and Town mutually agree to provide notice in writing of all proposed changes to their respective traffic impact mitigation fee structures and Capital Improvement Plans for any part of Nevada County Truckee Zone 1. Such changes may require amendment to or termination of this Agreement.
2. The terms of this Agreement may be modified at any time by written amendment executed by both parties.
3. Either County or Town may cancel this Agreement for any reason on 90 days advance written notice, provided that, in the event of cancellation, the terms of this Agreement shall continue to apply to use of funds transferred from County to Town pursuant to this Agreement.
4. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may be modified only by a writing signed by both parties. This agreement is for the benefit of the Parties and for any third person or entity.
5. This Agreement shall be binding on the successors and assigns of the parties, and shall not be assigned by either party without the prior written consent of the non-assigning party.

6. This Agreement shall be governed by and construed with the laws of the State of California. Both parties having been represented by counsel no presumption shall arise from the identity of the drafter.
7. Time is of the essence of this Agreement and the performance by each Party hereto of the obligations on that Party's part to be performed.
8. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The Parties agree that the transmission of an executed copy of this Agreement by facsimile or electronic mail shall be valid and binding, and shall have the same full force and effect as if an executed original of this Agreement had been delivered.
9. The Town shall be responsible for compliance with all applicable Federal, State, and local regulations and agrees to hold the County harmless and indemnify and defend it from all actions, claims, and damages arising out of or relating to this Agreement, including but not limited to the accounting and expenditure of funds after receipt thereof by the Town.
10. If any article, section, subsection, paragraph, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining articles, sections, subsections, paragraphs, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.
11. All notices permitted, or required under this Agreement, shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

TOWN:

Town of Truckee
Department of Public Works
10183 Truckee Airport Road
Truckee, CA 96161-3306

COUNTY:

County of Nevada
Department of Public Works
950 Maidu Avenue
Nevada City, CA 95959

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid, return receipt requested and addressed to the party at its applicable address. The persons named in the section shall be the Project Representatives for the Town and County as to implementations of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement on the date first hereinabove written.

TOWN OF TRUCKEE

Approved by:

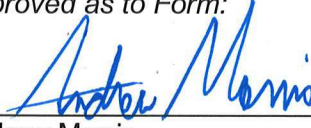


Jeff Loux
Town Manager

12/18/17

Date

Approved as to Form:



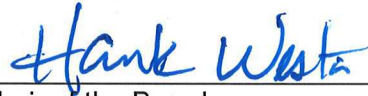
Andrew Morris
Town Attorney

12/18/17

Date

NEVADA COUNTY

Approved by:



Chair of the Board

1/2/2018

Date

Approved as to Form:



County Counsel

1/2/18

Date

EXHIBIT A

“Nevada County Truckee Zone 1”

(shown in blue)

