



## STAFF REPORT

### TOWN COUNCIL MEETING OF NOVEMBER 12, 2013

To: Town Council

From: Town Manager

Subject: Memorandum of Agreement (MOA) between Placer County and the Town of Loomis  
Regarding Interjurisdictional Traffic Impacts

Date: October 15, 2013

#### **RECOMMENDATION:**

Staff recommends the Town Council approve the attached MOA with Placer County.

#### **DISCUSSION:**

For many years projects have been developed in both Loomis and the unincorporated area of Placer County which have had identified traffic impacts on roadways in both jurisdictions. Many projects have been conditioned to 1) physically build mitigation measures required to reduce the identified traffic impacts to less than significant or, 2) contribute financially to an established traffic, and/ or Air Quality Mitigation Fund which funds would be set aside by the respective jurisdiction until said funds were sufficient to construct the required mitigation measure. As traffic impacts do not follow political boundaries, project impacts often cross those boundaries. Until now, there has been no mechanism in place for either jurisdiction to provide the other with their "fair share" of the fees collected for the portion of the impacts to their respective roadways.

At the direction of Town Council, the Town Manager has been working with Placer County staff to draft a Memorandum of Agreement (MOA) between Placer County and the Town of Loomis regarding Interjurisdictional Traffic Impacts which would solve this issue. The intent of the MOA is to foster a cooperative, long range effort between the Town and County aimed at achieving mutual Transportation Improvement Projects as well as foster better relationships to the mutual benefit of both jurisdictions.

Highlights of the proposed MOA include:

- The parties agree to share information and collaborate as early as possible on potential impacts and fair share mitigations.
- When either Agency receives an application for a new entitlement or development, an appropriate environmental review of the proposed project will be undertaken in accordance

with the California Environmental Quality Act, including appropriate review of potential impacts outside of the Agency's jurisdiction.

- The Agency approving the project will forward any fair share contributions received to the other Agency within 90 days of receipt, or 90 days following final project approval, whichever is later.
- The Agency that receive fair share contributions under this MOA will insure to the extent permitted by law that improvements identified for fair share contributions are included in their future capital improvement programs or other equivalent process.

**CEQA :**

The proposed MOA is exempt from CEQA.

**FINANCIAL IMPLICATIONS:**

There are no immediate financial impacts.

**MEMORANDUM OF AGREEMENT BETWEEN  
THE COUNTY OF PLACER AND THE TOWN OF LOOMIS  
REGARDING INTERJURISDICTIONAL TRAFFIC IMPACTS**

WHEREAS, the County of Placer ("County") and the Town of Loomis ("Town") have met and conferred on a variety of topics of mutual concern to their mutual benefit and desire to continue to foster a cooperative, long range effort between the parties aimed at achieving mutual Transportation Improvement Projects; and

WHEREAS, Both Agencies wish to respect each other's land use decision authority but still retain the ability to discuss potential impacts and mitigations that directly affect the Agency; and

WHEREAS, County and Town wish to enter into a Memorandum of Agreement concerning applications for new development within areas which are currently in the County or Town but which may result in significant environmental impacts (especially transportation related) to the other Agency; and

WHEREAS, new development has environmental review conducted to identify and analyze potential traffic impacts to the roads located within and maintained by either Agency and mitigation measures and fair share contributions are identified in the review of such new development projects to reduce the impacts to less than significant; and

WHEREAS, the Agency that requires that a project make a fair share contribution toward proposed improvements has an interest in ensuring that the proposed improvements are constructed and that the fair share contribution is utilized for those improvements; and

WHEREAS, the County and Town have plans, or will develop plans, to construct improvements at locations identified for fair share contributions; and

WHEREAS, in the past such fair share contributions have not always been made available because no agreement for acceptance and use of said fair share contributions currently exists between the County and Town;

NOW, THEREFORE, County and Town hereby agree in this Memorandum of Agreement ("MOA") as follows:

**SECTION ONE DESIGNATION OF MOA AREA**

The area identified for the purpose of this MOA is all of the unincorporated area of Placer County and the Town of Loomis where potentially significant traffic impacts affecting the other Agency's roadways are identified during the environmental review process for a development project.

The parties agree that this MOA may apply to other areas of environmental review and potential interjurisdictional impacts from individual projects upon mutual agreement of the parties.

## SECTION TWO ENVIRONMENTAL REVIEW COORDINATION

The parties agree to share information and collaborate as early as possible on potential impacts and fair share mitigations. Any discussions will remain confidential to the extent allowed by law.

## SECTION THREE MITIGATION OF IMPACTS

When either Agency receives an application for a new entitlement or development, an appropriate environmental review of the proposed project will be undertaken in accordance with the California Environmental Quality Act, including appropriate review of potential impacts outside of the Agency's jurisdiction. Neither Agency will request analysis or mitigation beyond what they would include for a comparable project within their jurisdiction. Each Agency retains its ability to analyze projects and potential impacts consistent with other projects within their jurisdiction. The Agency shall utilize all reasonable legal means to impose conditions and mitigation measures to mitigate any identified significant impacts on the other Agency, unless the Agency finds that the mitigation is infeasible. If an Agency determines that a proposed project may have potentially significant transportation impact on a location within the other's jurisdiction, a fair share contribution toward construction of appropriate improvements at that location will be included as mitigation measure(s) in the environmental document for the project.

## SECTION FOUR COLLECTION AND MAINTENANCE OF FAIR SHARE CONTRIBUTIONS

The Agency approving the project will forward any fair share contributions received to the other Agency within 90 days of receipt, or 90 days following final project approval, whichever is later. Allowable expenses include costs to environmentally review, design, acquire right-of-way, construct, or inspect/manage construction activities.

Each Agency reserves the right to audit fair share contributions to insure proper use of those funds. The cost of any audit will be borne by the Agency requesting the audit and both Agencies will cooperate fully and provide information necessary with any audit conducted.

## SECTION FIVE RECIPIENT OF FAIR SHARE CONTRIBUTION RESPONSIBILITIES

The Agency receiving fair share contributions will establish specific encumbered accounts for receipt of any fair share contribution that will accumulate interest at the rate of the Agency's typical pool treasury rate. Interest will accrue to the individual account for the purposes of that account.

Agencies that receive fair share contributions will insure to the extent permitted by law that improvements identified for fair share contributions are included in their future capital improvement programs or other equivalent process. The intent is that there is a plan to eventually fund and construct the proposed improvement. If a recipient Agency determines that a proposed improvement receiving a

fair share contribution is no longer feasible or desired, the Agencies will meet to mutually agree on an alternative improvement that may reasonably mitigate the previously identified impact.

**SECTION SIX    LEGAL ACTION**

This MOA will not pertain to any project in which one of the Agencies brings legal action against the other regarding an individual project. The MOA will remain in effect for all other projects.

**SECTION SEVEN        TERMINATION**

Either party may terminate this MOA with 180 days written notice to the other party. Fair share contribution amounts received by the parties and/or obligated to be paid by project developers as of the effective date of termination will survive termination and shall be forwarded to the other party as if this MOA were still in effect.

**APPROVED:**

\_\_\_\_\_

**Town of Loomis**

\_\_\_\_\_

**Town Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**Town Attorney**

**APPROVED:**

\_\_\_\_\_

**County of Placer**

\_\_\_\_\_

**Clerk of the Board**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**County Counsel**

