



TOWN OF MORAGA TOWN COUNCIL

WEDNESDAY, JUNE 10, 2026

Kerry Hillis, Mayor
Brian Dolan, Vice Mayor
Lisa Maglio, Councilmember
Graham Thiel, Councilmember
Steve Woehleke, Councilmember

Executive Team

Scott Mitnick, Town Manager	Denise Bazzano, Assistant Town Attorney
Katie Bruner, Admin. Services Director	Jon King, Police Chief
Sonia Urzua, Planning Director	Nate Levine, Public Works Director
Amy Heavener, Town Clerk	Mackenzie Brady, Parks & Recreation Director

Town of Moraga Mission Statement

The Town of Moraga is dedicated to preserving our semi-rural character, conserving open spaces, providing exceptional municipal services, fostering safety and resiliency, providing opportunities for development, and creating a vibrant, innovative, and sustainable community for all.

AGENDA ACCESS: The meeting agenda is posted on the following notice board locations: 329 Rheem Blvd.; Moraga Library located at 1500 St. Marys Rd.; The Hacienda located at 2100 Donald Drive; and Online at: <https://www.moraga.ca.us/AgendaCenter>

VIEWING OPTIONS: The Moraga Town Council meeting is scheduled to take place on the 2nd and 4th Wednesday of each month. The meeting may be attended in person at 335 Rheem Blvd, Moraga, on Community Access Television (CATV) Comcast Channel 1076; or by viewing the Town's YouTube Live channel at: <https://www.youtube.com/@TownofMoraga335>

PUBLIC INPUT: To provide input to the Town Council please submit comments via the following email address: publiccomment@moraga.ca.us up to two hours prior to the start of the meeting. Written comment cards will also be available for submission at the meeting. Individuals addressing the Town Council are requested to state their name and community of residence for the record. If further assistance is needed, please email the Town Clerk at townclerk@moraga.ca.us or call (925) 888-7021.

It is the policy of the Town of Moraga that Councilmembers, Town employees and meeting participants are to be treated with respect and dignity. Actual or perceived discrimination and/or harassment of a Councilmember, Town employee or others on the basis of age, ancestry, color, disability, gender identity, marital status, medical condition, national origin, race, religious creed, sex or sexual orientation will not be tolerated.

CEQA STATEMENT: Unless stated otherwise on the agenda, every item on the agenda is exempt from CEQA Guidelines Sections 15060(C), 15061(B)(3), 15273, 15378, 15301, 15323 and/or Public Resources Code Section 21065.

NOTICE: If you challenge a Town's zoning, planning, or other decision in court, you may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the Town Council at, or prior to, the public hearing. Judging review of any Town administrative decision may be had only if petition is filed with the court not later than the 90th day following the date upon which the decision becomes final. Judicial review of environment determination may be subject to a shorter time period for litigation, in certain cases 30 days following the date of final decision. The Town of Moraga will provide special assistance for disabled citizens upon at least 72 hours advance notice to the Town Manager's office (925- 888-7021). If sign assistance is needed or written material printed in a larger font or taped, advance notice is necessary. All meeting rooms are accessible to the disabled.



**TOWN OF MORAGA
TOWN COUNCIL**

**REGULAR MEETING
WEDNESDAY, JUNE 10, 2026
5:30 PM**

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - Pride Month
[Pride Month 2026](#)

3B. Proclamation - Juneteenth
[Juneteenth 2026](#)

4. PUBLIC COMMUNICATION

Time reserved for those in the audience who wish to address the Town Council on items which are not on the agenda. The Council cannot discuss details or vote on items not on the agenda. Your concerns may be referred to the Town Manager for a brief comment or for further review. Note: Public input pertaining to a specific item on the agenda may be made during consideration of that item.

Public Communication Received Prior to Meeting

[General Public Comments Received](#)

5. ADOPTION OF MEETING AGENDA

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

B. Acceptance of Consent Items

6.1 Receive Accounts Payable Claims for: May 1, 2026 - May 28, 2026 (\$1,620,181.81).
[Staff Report](#)
[Attachment A - Town Council AP Report](#)

6.2 Approval of Meeting Minutes for the May 27, 2026 Regular meeting of the Moraga Town Council.

[Staff Report](#)

[Attachment A - MAY 27 2026 - TC Meeting Minutes - REG](#)

6.3 Adopt a Resolution approving a Grading Permit (GR-05-24) and Hillside Development Permit (HDP-05-24) for a landslide repair and slope stabilization on predevelopment average slopes of 25% or greater to repair a hillside on properties owned by the Rancho Moraga Homeowners Association (APN 256-420-026), Woodminster Homeowners Association (APN 256-100-026), and Moraga Place Owners Association (APN 256-380-003).

[Staff Report](#)

[Attachment A - TC Draft Resolution and Exhibit A](#)

[Attachment B - PC Resolution 03-2026 and Exhibit A](#)

6.4 Adopt a Resolution:

1. Approving the Amended and Restated Contra Costa Clean Water Program Agreement, effective July 1, 2026, through June 30, 2041; and

2. Authorizing the Town Manager to execute the Agreement on behalf of the Town of Moraga, including minor non-substantive revisions as approved by the Town Manager and Town Attorney.

[Staff Report](#)

[Attachment A - Draft Resolution - Agreement](#)

6.5 Adopt a Resolution:

1. Approving the Contra Costa Clean Water Program Inspection Activities Agreement among the Town of Moraga, Central Contra Costa Sanitary District, and the Contra Costa County Flood Control and Water Conservation District; and

2. Authorizing the Town Manager to execute the Agreement on behalf of the Town of Moraga.

[Staff Report](#)

[Attachment A - Draft Resolution - Inspection Activities Agreement](#)

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

B. Town Manager

8. PUBLIC HEARING

9. DEPARTMENT REPORTS

9A. Receive staff update on the Parks, Recreation, and Open Space (PROS) Master Plan and approved proposed schedule of future meetings.

[Staff Report](#)

[Addendum - Public Comments Received Prior to Meeting](#)

- 9B. Adopt a Resolution establishing procedures for responding to disruption(s) of telephonic or internet services that provide two-way remote access for the public to attend and participate during public open meetings of Town Council. Pursuant to Government Code Section 54953.4 (SB 707).

[Staff Report](#)

[Attachment A - Draft Resolution - Technical Disruptions](#)

[Attachment B \(Exhibit A\) - SB 707 Disruption Policy - Town of Moraga](#)

- 9C. Receive a Public Works Department projects update report.

[Staff Report](#)

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

11. INFORMATIONAL ITEMS

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

13. ADJOURNMENT

14. SUPPLEMENTAL

Supplemental Materials Received During the Meeting

[Supplemental Documents](#)

A PROCLAMATION RECOGNIZING

June 2026 as Pride Month

WHEREAS, June is a time to celebrate and recognize our dynamic and diverse Moraga community and to promote a healthy, safe and supportive environment for all; and

WHEREAS, the Town of Moraga has a diverse Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ+) community and is committed to supporting visibility, dignity and respect for all people in this community and to providing our LGBTQ+ youth with a safe environment in which to grow and thrive; and

WHEREAS, many of the current and past residents, students, Town employees, and business owners and their employees within the Town of Moraga have contributed to the enrichment of our Town and are part of the LGBTQ+ community and their supporters; and

WHEREAS, now more than ever it is important for communities like the Town of Moraga to show both support for our residents and stand in opposition to intolerant treatment; and

WHEREAS, states, municipalities, businesses, educational, and religious institutions across the United States recognize and celebrate June as LGBTQ+ Pride Month; and

WHEREAS, June has become a symbolic month during which LGBTQ+ people, their employers, church communities, families, friends and supporters come together in various celebrations of pride and unity.

NOW, THEREFORE, BE IT RESOLVED that I, Kerry Hillis, Mayor of the Town of Moraga, along with my fellow Councilmembers, do hereby declare the month of June 2026 as Pride Month.

Kerry Hillis, Mayor

A PROCLAMATION

Honoring the Commemoration of Juneteenth June 19, 2026

WHEREAS, Juneteenth's origins date back to June 19, 1865, marking when word finally reached Galveston, Texas that President Abraham Lincoln had signed the Emancipation declaring slavery to be illegal more than two years earlier; and

WHEREAS, free from the bondage which immorally deprived them of human dignity, their long overdue emancipation was celebrated on June 19 — “Juneteenth” — and this year marks the 160th year of Juneteenth, the oldest known celebration commemorating the abolishment of slavery in the United States; and

WHEREAS, this nationally recognized holiday is an opportunity to celebrate human freedom, reflect on the grievous and ongoing legacy of slavery, and rededicate ourselves to rooting out systemic racism that continues to plague our society as we strive to deliver the full promise of freedom and equality for all Americans; and

WHEREAS, for many, the holiday marks a second independence day for our nation, and has become an opportunity to reflect on many aspects of our national evolution, including the painful chapter and legacy of slavery, and the arduous and courageous steps taken by many Americans during the civil rights movement and continued efforts to create a more just and inclusive society for all; and

WHEREAS, as we celebrate Juneteenth, let us recommit ourselves to the work of equity, equality and justice, remind ourselves of the centuries of struggle, courage and hope that have brought us to this time of progress and possibility, and ensure that the events of 1865 are not forgotten.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga hereby proclaims June 19, 2026, as Juneteenth in Moraga and encourages residents to learn more about the significance of this historic milestone and the African American struggle for civil rights and their many achievements, as we continue to honor and celebrate the diversity of our residents and our community.

Kerry Hillis, Mayor of Moraga



TOWN OF MORAGA
TOWN COUNCIL MEETING
June 10, 2026

Addendum(s) to Published Agenda

4: Public Communication

Update Includes:

- Public Communications prior to the start of the meeting (*cutoff is 2 hours prior to the meeting*).



Fw: Transparency in public proceedings

From Amy Heavener <aheavener@moraga.ca.us>

Date Mon 6/8/2026 1:09 PM

To Amy Heavener <aheavener@moraga.ca.us>

From: DENNIS WANKEN <dennisdman@aol.com>

Sent: Sunday, June 7, 2026 11:15 AM

To: Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>

Subject: Transparency in public proceedings

[You don't often get email from dennisdman@aol.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

As they say sunshine is the antiseptic for public meetings

I dare say, as a Moraga School Board trustee (1997-2002), this needs to go even further. I support on-line, interaction in all Moraga public meetings. Especially, with the public comment agenda item.

Our community is small enough that we can lead the way for true involvement and transparency in public meetings.

Thank you

Dennis Wanken

Sent from my iPhone



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Sylvia Wells, Acting Administrative Services Director
Subject: Receive Accounts Payable Claims for: May 1, 2026 - May 28, 2026 (\$1,620,181.81).

RECOMMENDATION

Receive Accounts Payable Claims for: May 1, 2026 - May 28, 2026 (\$1,620,181.81).

ATTACHMENTS

[Attachment A - Town Council AP Report](#)



Town of Moraga

DocuSigned by:
Sylvia Wells
99A184A008234C5...
Acting Administrative Services Director

Monthly Check Report

By Check Number

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank -AP Bank						
2285	Ad Art LLC	05/01/2026	Regular	0.00	21,120.89	66358
A593271	Invoice	04/30/2026	Replacement Electronic Screen	0.00	21,120.89	
0073	All City Management Services, Inc.	05/01/2026	Regular	0.00	727.48	66359
PS-INV105349	Invoice	04/30/2026	School Crossing Guard Svcs: 2026.03.29-04..	0.00	727.48	
0176	Association of Bay Area Governments	05/01/2026	Regular	0.00	1,895.07	66360
12012	Invoice	04/30/2026	Hacienda Pooled Power Customer No: T00...	0.00	1,895.07	
0180	AT&T	05/01/2026	Regular	0.00	31.94	66361
000025127052	Invoice	04/30/2026	Emer. Phone: Town Hall 329 Rheem BAN ...	0.00	31.94	
0180	AT&T	05/01/2026	Regular	0.00	153.30	66362
000025126289	Invoice	04/30/2026	Alarm Council Chambers 335 Rheem BAN ...	0.00	153.30	
0180	AT&T	05/01/2026	Regular	0.00	31.91	66363
000025126345	Invoice	04/30/2026	Fax 329 Rheem BAN 9391020641	0.00	31.91	
0180	AT&T	05/01/2026	Regular	0.00	156.45	66364
000025126351	Invoice	04/30/2026	AT&T BAN 9391020639	0.00	156.45	
0180	AT&T	05/01/2026	Regular	0.00	192.33	66365
000025126288	Invoice	04/30/2026	AT&T BAN 9391019310	0.00	192.33	
0180	AT&T	05/01/2026	Regular	0.00	33.14	66366
000025126344	Invoice	04/30/2026	Fax: Hacienda 2100 Donald BAN 9391020...	0.00	33.14	
0188	Autohaus Moraga	05/01/2026	Regular	0.00	332.68	66367
#24014	Invoice	04/30/2026	Veh Maint Oil Svc	0.00	166.34	
#24066	Invoice	04/30/2026	Veh Maint Oil Svc	0.00	166.34	
0221	Bay Cities Paving & Grading Inc.	05/01/2026	Regular	0.00	198,365.59	66368
7	Invoice	04/30/2026	23-401 2023-24 Pavement Rehabilitation	0.00	198,365.59	
0232	Benali Inc.	05/01/2026	Regular	0.00	52.55	66369
40330	Invoice	04/30/2026	Maint Supplies	0.00	9.87	
40345	Invoice	04/30/2026	Maint Supplies	0.00	42.68	
0252	BKF Engineers	05/01/2026	Regular	0.00	8,186.35	66370
26040352	Invoice	04/30/2026	22-202 Prof Svcs: 2026.02.23-03.29	0.00	421.25	
26040510	Invoice	04/30/2026	23-305 Prof Svcs through 2026.03.29	0.00	7,765.10	
0305	Burke, Williams & Sorensen	05/01/2026	Regular	0.00	18,919.68	66371
364702	Invoice	04/30/2026	Legal Fees: Pers 05655-0099 2026.03	0.00	171.60	
364703	Invoice	04/30/2026	Legal Fees: Pers 05655-0111 2026.03	0.00	12,547.60	
364704	Invoice	04/30/2026	Legal Fees: Gen 05655-0010 2026.03	0.00	5,845.84	
364706	Invoice	04/30/2026	Legal Fees: Lit 05655-0165 2026.03	0.00	354.64	
0400	Chelsea Ames Freudenberger	05/01/2026	Regular	0.00	300.00	66372
1	Invoice	04/30/2026	Community Workshop Entertainment	0.00	300.00	
0462	Contra Consta Family Justice Alliance	05/01/2026	Regular	0.00	200.00	66373
2026Moraga-08	Invoice	04/30/2026	Police Chiefs' Assoc. Contribution	0.00	200.00	
0474	Contra Costa County Sheriff's Office, LETC	05/01/2026	Regular	0.00	105.00	66374
26-27679	Invoice	04/30/2026	In-Service Course Eriksen, Douthit, Likos	0.00	105.00	
0511	CSG Consultants, Inc.	05/01/2026	Regular	0.00	740.00	66375

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
65716	Invoice	04/30/2026	21-207 Prof Svcs: 2026.02.28-03.27	0.00	740.00	
0601	Department of Justice	05/01/2026	Regular	0.00	425.00	66376
036995	Invoice	04/30/2026	LiveScan: 2026.03	0.00	425.00	
0640	Dooley Enterprises, Inc	05/01/2026	Regular	0.00	2,547.20	66377
71711	Invoice	04/30/2026	Ammunition	0.00	2,547.20	
0666	East Bay Municipal Utility Dist.	05/01/2026	Regular	0.00	152.28	66378
17421953287 20...	Invoice	04/30/2026	Water Svcs: 800 Canyon Rd Acct: 1742195...	0.00	152.28	
0666	East Bay Municipal Utility Dist.	05/01/2026	Regular	0.00	162.05	66379
12212300001 20...	Invoice	04/30/2026	Water Svcs 848 Country Club Dr Acct: 122...	0.00	162.05	
0671	East Bay Tree Service, Inc.	05/01/2026	Regular	0.00	5,250.00	66380
#598861	Invoice	04/30/2026	Tree Removal	0.00	550.00	
#598899	Invoice	04/30/2026	Emergency Tree Work	0.00	2,150.00	
#598900	Invoice	04/30/2026	Removal of Fallen Tree	0.00	550.00	
#598905	Invoice	04/30/2026	Fallen Tree Removal	0.00	2,000.00	
0673	Ebne Mujadidi	05/01/2026	Regular	0.00	256.97	66381
12332	Invoice	04/30/2026	Veh Maint Battery	0.00	256.97	
0746	F.J. Kennedy and Associates	05/01/2026	Regular	0.00	1,335.13	66382
26-059	Invoice	04/30/2026	NPDES Stormwater Assistance 2026.03	0.00	1,335.13	
2265	FJ&I Engineering	05/01/2026	Regular	0.00	5,925.00	66383
2	Invoice	04/30/2026	25-401 Augusta Dr Storm Drain Repair	0.00	5,925.00	
0767	Flock Group, Inc	05/01/2026	Regular	0.00	5,500.00	66384
INV-90386	Invoice	04/30/2026	23-414 Camera Replacement	0.00	800.00	
INV-90673	Invoice	04/30/2026	23-414 Camera Replacement	0.00	800.00	
INV-90869	Invoice	04/30/2026	23-414 Camera Replacement	0.00	800.00	
INV-90870	Invoice	04/30/2026	23-414 Camera Replacement	0.00	1,150.00	
INV-92590	Invoice	04/30/2026	23-414 Camera Replacement	0.00	800.00	
INV-92591	Invoice	04/30/2026	23-414 Camera Replacement	0.00	1,150.00	
0786	G&K Petroleum, Inc.	05/01/2026	Regular	0.00	2,410.69	66385
INV0000411	Invoice	04/30/2026	Fuel Purchases: 2026.04.06-04.24	0.00	2,410.69	
0983	JC BC Enterprises	05/01/2026	Regular	0.00	3,360.00	66386
INV0000424	Invoice	04/30/2026	Bricks 4 Kidz LEGO	0.00	3,360.00	
1010	Jennifer Runckel	05/01/2026	Regular	0.00	420.00	66387
INV0000413	Invoice	04/30/2026	Candlelight Yoga	0.00	420.00	
1208	Kurt Eriksen	05/01/2026	Regular	0.00	53.84	66388
INV0000410	Invoice	04/30/2026	Training Equipment for Class	0.00	53.84	
1436	Megan Dey-Toth	05/01/2026	Regular	0.00	540.00	66389
INV0000414	Invoice	04/30/2026	ASEP Session 3 Ukelele	0.00	540.00	
1549	MPH Industries, Inc.	05/01/2026	Regular	0.00	2,864.27	66390
6027771	Invoice	04/30/2026	Radar and Setup Kit	0.00	2,864.27	
1574	Natural Capitalism Solutions	05/01/2026	Regular	0.00	30,000.00	66391
CC-TOWN OF M...	Invoice	04/30/2026	23-108 Town Facility Energy Generation S...	0.00	30,000.00	
1604	NorCal Rental Group, LLC	05/01/2026	Regular	0.00	224.33	66392
6599918-0001	Invoice	04/30/2026	Maint Supplies	0.00	224.33	
1675	Performing Academy LLC	05/01/2026	Regular	0.00	28,845.00	66393
INV0000412	Invoice	04/30/2026	ASEP Spring Musical 2026	0.00	28,845.00	
1712	PTS Communications Inc.	05/01/2026	Regular	0.00	75.00	66394

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2153422	Invoice	04/30/2026	Pay Phone Chrg: Rancho Laguna 9259130...	0.00	75.00	
1720	Qualus Engineering CA, LLP	05/01/2026	Regular	0.00	2,103.75	66395
6200426	Invoice	04/30/2026	23-108 Prof Svcs: 2026.01.01-02.22	0.00	2,103.75	
1766	Revel Environmental Manufacturing, Inc.	05/01/2026	Regular	0.00	2,979.90	66396
70281	Invoice	04/30/2026	Trash Capture Device Maint	0.00	2,979.90	
1783	Rincon Consultants, Inc.	05/01/2026	Regular	0.00	21,939.63	66397
INV0000406	Invoice	04/23/2026	D25-020 Work Auth. P-2026-02 Invoice #: ...	0.00	21,939.63	
1868	SANDIS Civil Engineers Surveyors Planners	05/01/2026	Regular	0.00	1,380.50	66398
2603349	Invoice	04/30/2026	25-401 Prof Svcs through 2026.03.31	0.00	1,380.50	
1942	Sierra Display, Inc.	05/01/2026	Regular	0.00	2,295.34	66399
28843	Invoice	04/30/2026	Street Banners	0.00	2,115.34	
28853	Invoice	04/30/2026	Street Banner Removal	0.00	180.00	
1975	Stanislaus County Sheriff's Department	05/01/2026	Regular	0.00	2,200.00	66400
5856	Invoice	04/30/2026	STOP Training Ho, Yang	0.00	2,200.00	
2284	Theis Engineering & Associates	05/01/2026	Regular	0.00	2,025.00	66401
MOR12603	Invoice	04/30/2026	25-408 Prof Svcs: 2026.03	0.00	2,025.00	
2045	T-Mobile	05/01/2026	Regular	0.00	700.80	66402
201625790 2026...	Invoice	04/30/2026	Monthly Cell Phone Acct: 201625790	0.00	700.80	
2140	Universal Building Services	05/01/2026	Regular	0.00	790.59	66403
24934	Invoice	04/30/2026	Maint Supplies	0.00	790.59	
2174	Wallace Roberts & Todd INC	05/01/2026	Regular	0.00	35,650.20	66404
0000008	Invoice	04/30/2026	Parks, Rec, Open Space Master Plan thru 2...	0.00	35,650.20	
2192	Western Star Nurseries, LLC	05/01/2026	Regular	0.00	2,856.17	66405
199442	Invoice	04/30/2026	Landscaping Supplies	0.00	2,856.17	
2302	Yue Yue LLC	05/01/2026	Regular	0.00	2,001.96	66406
INV0000417	Invoice	04/30/2026	E23-072 Deposit Refund	0.00	2,001.96	
2045	T-Mobile	05/01/2026	Regular	0.00	56.80	66407
973577418 2026...	Invoice	04/30/2026	Cell Phones PD Acct: 973577418	0.00	56.80	
0335	California State Disbursement Unit	05/08/2026	Regular	0.00	410.76	66408
INV0000472	Invoice	05/08/2026	Child Support Payable	0.00	410.76	
0252	BKF Engineers	05/06/2026	Regular	0.00	16,591.87	66409
26030551	Invoice	05/05/2026	25-106 Prof Svcs: 2026.01.26-02.22	0.00	9,502.74	
26040404	Invoice	05/05/2026	25-106 Prof Svcs: 2026.02.23-03.29	0.00	7,089.13	
0305	Burke, Williams & Sorensen	05/06/2026	Regular	0.00	18,919.68	66410
364702	Invoice	04/30/2026	Legal Fees: Pers 05655-0099 2026.03	0.00	171.60	
364703	Invoice	04/30/2026	Legal Fees: Pers 05655-0111 2026.03	0.00	12,547.60	
364704	Invoice	04/30/2026	Legal Fees: Gen 05655-0010 2026.03	0.00	5,845.84	
364706	Invoice	04/30/2026	Legal Fees: Lit 05655-0165 2026.03	0.00	354.64	
0002	1979 Productions, Inc.	05/14/2026	Regular	0.00	5,083.62	66411
E114	Invoice	05/12/2026	Camp Apparel	0.00	5,083.62	
0073	All City Management Services, Inc.	05/14/2026	Regular	0.00	1,454.95	66412
PS-INV105700	Invoice	05/12/2026	School Crossing Guard Svcs: 2026.04.12-04..	0.00	1,454.95	
0180	AT&T	05/14/2026	Regular	0.00	31.91	66413
000025202488	Invoice	05/12/2026	Sprinkler Alm Town Hall 329 Rheem BAN ...	0.00	31.91	
0188	Autohaus Moraga	05/14/2026	Regular	0.00	1,256.78	66414
#24143	Invoice	05/12/2026	Veh Maint - Battery	0.00	816.07	

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
#24248	Invoice	05/12/2026	Veh Maint - Coolant	0.00	440.71	
0208	Barry Miller	05/14/2026	Regular	0.00	825.00	66415
2026-13 #30	Invoice	05/12/2026	20-501 Phase II Housing Element Prof Svcs:...	0.00	825.00	
0252	BKF Engineers	05/14/2026	Regular	0.00	5,230.88	66416
26050388	Invoice	05/12/2026	22-202 Laguna Crk Rest Prof Svcs: 2026.03...	0.00	490.00	
26050513	Invoice	05/12/2026	25-106 Prof Svcs: 2026.03.30-04.26	0.00	4,740.88	
0255	BLAISDELL & SOGNEY, INC.	05/14/2026	Regular	0.00	79.31	66417
2028866-0	Invoice	05/13/2026	Office Supplies	0.00	18.65	
2028866-1	Invoice	05/13/2026	Office Supplies	0.00	25.63	
2029295-0	Invoice	05/13/2026	Office Supplies	0.00	35.03	
0406	Chris Rogers	05/14/2026	Regular	0.00	1,160.00	66418
180-042226-11	Invoice	05/12/2026	D25-025 Prof Svcs: 2026.03.11-04.22	0.00	1,160.00	
0431	City of Orinda	05/14/2026	Regular	0.00	80.00	66419
INV0000445	Invoice	05/04/2026	Mayors' Conf May 7, 2026 Additional Atte...	0.00	80.00	
0475	Contra Costa County Sheriff-Coroner	05/14/2026	Regular	0.00	49,770.79	66420
25-26 Q3	Invoice	05/12/2026	FY26 Dispatching Svcs Q3	0.00	49,770.79	
0474	Contra Costa County Sheriff's Office, LETC	05/14/2026	Regular	0.00	789.00	66421
26-27721	Invoice	05/12/2026	Training Course Defensive Tactics - Eriksen	0.00	789.00	
0500	Craig Walker	05/14/2026	Regular	0.00	76.00	66422
INV0000481	Invoice	05/12/2026	Training Per Diem	0.00	76.00	
0511	CSG Consultants, Inc.	05/14/2026	Regular	0.00	1,490.00	66423
66167	Invoice	05/12/2026	21-207 Prof Svcs: 2026.03.28-04.24	0.00	1,490.00	
0666	East Bay Municipal Utility Dist.	05/14/2026	Regular	0.00	53.70	66424
11316400001 20...	Invoice	05/12/2026	Water Svcs 390 Moraga Rd Acct #: 113164...	0.00	53.70	
0666	East Bay Municipal Utility Dist.	05/14/2026	Regular	0.00	307.72	66425
11316600001 20...	Invoice	05/12/2026	Water Svcs Council 331 Rheem Acct: 1131...	0.00	307.72	
0666	East Bay Municipal Utility Dist.	05/14/2026	Regular	0.00	766.86	66426
53401400001 20...	Invoice	05/12/2026	Water Svcs Town Hall 329 Rheem Acct: 53...	0.00	766.86	
0666	East Bay Municipal Utility Dist.	05/14/2026	Regular	0.00	3,884.42	66427
11448800001 20...	Invoice	05/12/2026	Water Svcs 99 Devin Dr Acct: 11448800001	0.00	3,884.42	
0666	East Bay Municipal Utility Dist.	05/14/2026	Regular	0.00	169.81	66428
11316700001 20...	Invoice	05/12/2026	Water Svcs Town Hall 329 Rheem Acct: 11...	0.00	169.81	
0746	F.J. Kennedy and Associates	05/14/2026	Regular	0.00	2,035.50	66429
26-013	Invoice	05/12/2026	NPDES Permit Impl. 2026.01	0.00	2,035.50	
0772	Forvis Mazars, LLP	05/14/2026	Regular	0.00	3,677.00	66430
2913877	Invoice	05/12/2026	State Controller Report FY2025	0.00	3,677.00	
0800	Geo-Engineering Solutions, Inc	05/14/2026	Regular	0.00	2,502.50	66431
G2603-018	Invoice	05/12/2026	D25-025 Prof Svcs: 2026.03	0.00	2,502.50	
0876	Health Care Dental Trust	05/14/2026	Regular	0.00	3,692.74	66432
379505	Invoice	05/12/2026	Dental Insurance: 2026.06	0.00	3,692.74	
0918	Impec Group Inc.	05/14/2026	Regular	0.00	4,239.04	66433
2604142	Invoice	05/12/2026	Facility Janitorial Svc: 2026.04	0.00	4,239.04	
2304	Joe Farrell Paving & Grading Inc	05/14/2026	Regular	0.00	2,001.96	66434
INV0000487	Invoice	05/12/2026	E22-189 Deposit Refund	0.00	2,001.96	
2306	Martinez Construction	05/14/2026	Regular	0.00	2,164.67	66435

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000492	Invoice	05/12/2026	E25-065 Deposit Refund	0.00	2,164.67	
1491	Miracle Playsystems, Inc.	05/14/2026	Regular	0.00	2,724.56	66436
F26-0304	Invoice	05/12/2026	Replace Tube Slide	0.00	2,044.77	
F26-0337	Invoice	05/12/2026	Playground Repair	0.00	679.79	
1501	MNG PARTNERSHIP HOLDINGS LLC	05/14/2026	Regular	0.00	577.20	66437
0001473281 072...	Invoice	05/12/2026	25-401 Legal Advertising	0.00	577.20	
1519	Moraga Country Club HOA	05/14/2026	Regular	0.00	1,291.61	66438
21-136	Invoice	05/12/2026	E21-136 Deposit Refund	0.00	1,291.61	
1558	Myeve Capozzi	05/14/2026	Regular	0.00	10,061.80	66439
010	Invoice	05/12/2026	Glee Club 2026	0.00	10,061.80	
1573	National Trench Safety, Inc	05/14/2026	Regular	0.00	607.89	66440
1269633	Invoice	05/12/2026	23-201 Trench Plate Rental	0.00	607.89	
1581	Nichols Consulting Engineers, Chtd.	05/14/2026	Regular	0.00	18,331.63	66441
576255502	Invoice	05/12/2026	23-201 Prof Svcs through 2026.04.10	0.00	18,331.63	
1697	PlaceWorks, Inc.	05/14/2026	Regular	0.00	1,635.00	66442
TNMO-03.0-11	Invoice	05/12/2026	Prof Svcs: 2026.03	0.00	980.00	
TNMO-06.0 10	Invoice	05/12/2026	P90-039 Prof Svcs: 2025.12	0.00	655.00	
1790	RoadSafe Traffic Systems, Inc.	05/14/2026	Regular	0.00	161.01	66443
270728	Invoice	05/12/2026	Street Signs	0.00	161.01	
2308	RVO Rooter & Plumbing	05/14/2026	Regular	0.00	1,049.78	66444
21-149	Invoice	05/12/2026	E21-149 Deposit Refund	0.00	1,049.78	
1893	Scott Mitnick	05/14/2026	Regular	0.00	21.90	66445
INV0000480	Invoice	05/12/2026	Office wall clock	0.00	21.90	
1975	Stanislaus County Sheriff's Department	05/14/2026	Regular	0.00	2,200.00	66446
5826	Invoice	03/17/2026	STOP Training - Pacheco, Odell	0.00	2,200.00	
2270	Stars Holding CO LLC	05/14/2026	Regular	0.00	2,614.91	66447
INV0000482	Invoice	05/12/2026	Fuel Purchases: 2026.04	0.00	2,614.91	
2303	Titan Environmental Solutions Inc.	05/14/2026	Regular	0.00	2,098.10	66448
11139176	Invoice	05/12/2026	Mold Test La Sala	0.00	2,098.10	
2117	Townsend Public Affairs, Inc	05/14/2026	Regular	0.00	1,500.00	66449
25251	Invoice	05/12/2026	Lamorinda Legis. Coalition - Cons. Svcs: 20...	0.00	1,500.00	
2123	TransUnion Risk & Alternative Data Solutions, Ir	05/14/2026	Regular	0.00	100.00	66450
811153-202604-1	Invoice	05/12/2026	Police Search Engine Acct: 811153	0.00	100.00	
2217	Yaron Shoshan	05/14/2026	Regular	0.00	1,000.00	66451
2026.05	Invoice	05/12/2026	Landscape Maint: 2026.05	0.00	1,000.00	
0049	Agrarian CKL	05/28/2026	Regular	0.00	3,450.00	66452
INV0000538	Invoice	05/26/2026	Viral Bites	0.00	3,450.00	
0065	Alfredo Gonzalez	05/28/2026	Regular	0.00	78,540.30	66453
1467	Invoice	05/26/2026	21-205 Storm Drain Repairs Prof Svcs	0.00	78,540.30	
0073	All City Management Services, Inc.	05/28/2026	Regular	0.00	1,454.95	66454
PS-INV106048	Invoice	05/26/2026	School Crossing Guard Svcs: 2026.04.26-05..	0.00	1,454.95	
0176	Association of Bay Area Governments	05/28/2026	Regular	0.00	1,895.07	66455
1000032	Invoice	05/26/2026	Hacienda Pooled Power Customer No: T00...	0.00	1,895.07	
0180	AT&T	05/28/2026	Regular	0.00	32.40	66456
000025274828	Invoice	05/26/2026	Fax 329 Rheem BAN 9391020641	0.00	32.40	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0180	AT&T	05/28/2026	Regular	0.00	156.45	66457
000025274834	Invoice	05/26/2026	AT&T BAN 9391020639	0.00	156.45	
0180	AT&T	05/28/2026	Regular	0.00	33.63	66458
000025274827	Invoice	05/26/2026	Fax: Hacienda 2100 Donald BAN 9391020...	0.00	33.63	
0180	AT&T	05/28/2026	Regular	0.00	32.42	66459
000025275535	Invoice	05/26/2026	Emer. Phone: Town Hall 329 Rheem BAN ...	0.00	32.42	
0180	AT&T	05/28/2026	Regular	0.00	194.70	66460
000025274771	Invoice	05/26/2026	AT&T BAN 9391019310	0.00	194.70	
0180	AT&T	05/28/2026	Regular	0.00	155.75	66461
000025274772	Invoice	05/26/2026	Alarm Council Chambers 335 Rheem BAN ...	0.00	155.75	
0221	Bay Cities Paving & Grading Inc.	05/28/2026	Regular	0.00	344,950.29	66462
8	Invoice	05/26/2026	23-401 2023-24 Pavement Rehab Retenti...	0.00	344,950.29	
0232	Benali Inc.	05/28/2026	Regular	0.00	416.12	66463
40430	Invoice	05/26/2026	Maint Supplies	0.00	80.08	
40444	Invoice	05/26/2026	Maint Supplies	0.00	336.04	
0305	Burke, Williams & Sorensen	05/28/2026	Regular	0.00	12,176.30	66464
364701	Invoice	05/12/2026	P90-039 Legal Fees: 05655-0118 2026.03	0.00	302.64	
364705	Invoice	05/26/2026	23-108 Legal Fees: 05655-0136 2026.03	0.00	5,350.80	
364707	Invoice	05/12/2026	Legal Fees: Gen 05655-0168 2026.03	0.00	51.58	
364708	Invoice	05/26/2026	Legal Fees: Gen 05655-0179 2026.03	0.00	1,186.43	
364709	Invoice	05/12/2026	Legal Fees: Gen 05655-0180 2026.03	0.00	1,804.29	
364710	Invoice	05/12/2026	20-501 Legal Fees: 05655-0191 2026.03	0.00	1,521.72	
364711	Invoice	05/12/2026	D25-020 Legal Fees: 05655-0200 2026.03	0.00	1,765.40	
364712	Invoice	05/12/2026	D25-013 Legal Fees: 05655-0200.003 2026...	0.00	96.72	
364713	Invoice	05/12/2026	D25-013 Legal Fees: 05655-0200.002 2026...	0.00	96.72	
0445	Cole Supply Company, LLC	05/28/2026	Regular	0.00	1,392.93	66465
11636272	Invoice	05/26/2026	Janitorial Supplies	0.00	1,392.93	
0479	Contra Costa Health Services	05/28/2026	Regular	0.00	1,700.00	66466
INV0000536	Invoice	05/26/2026	SART Exam Billing: April 2026 Case # 26-01...	0.00	1,700.00	
0601	Department of Justice	05/28/2026	Regular	0.00	642.00	66467
043996	Invoice	05/26/2026	LiveScan: 2026.04	0.00	642.00	
0661	E.E. Gilbert Construction, Inc.	05/28/2026	Regular	0.00	59,401.60	66468
Retention	Invoice	05/26/2026	Retention Payment	0.00	59,401.60	
0673	Ebne Mujadidi	05/28/2026	Regular	0.00	739.38	66469
12511	Invoice	05/26/2026	Veh Maint	0.00	739.38	
0735	Ernie's Plumbing & Sewer	05/28/2026	Regular	0.00	1,049.78	66470
INV0000547	Invoice	05/27/2026	E22-092 Deposit Refund	0.00	1,049.78	
0745	Executive Information Services, Inc.	05/28/2026	Regular	0.00	4,469.00	66471
EISXT0000446	Invoice	05/26/2026	Server Migration	0.00	4,469.00	
0746	F.J. Kennedy and Associates	05/28/2026	Regular	0.00	2,168.25	66472
26-079	Invoice	05/26/2026	NPDES Permit Implementation Prof Svcs: ...	0.00	2,168.25	
0762	First Student, Inc.	05/28/2026	Regular	0.00	4,500.00	66473
00277129	Invoice	05/26/2026	Chartered Bus	0.00	1,500.00	
00277269	Invoice	05/26/2026	Chartered Bus	0.00	1,500.00	
00277271	Invoice	05/26/2026	Chartered Bus	0.00	1,500.00	
0764	Fiscal Unit - Office of the Sheriff - CCC	05/28/2026	Regular	0.00	812.50	66474
MOPD-2604	Invoice	05/26/2026	Forensic Svcs: 2026.04	0.00	812.50	
0786	G&K Petroleum, Inc.	05/28/2026	Regular	0.00	2,719.27	66475

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1017270	Invoice	05/26/2026	Fuel Purchases: 2026.04.27-05.16	0.00	2,719.27	
0898	Honeywell International Inc	05/28/2026	Regular	0.00	14,603.00	66476
5272754479	Invoice	05/26/2026	Mechanical and Electrical Svcs	0.00	14,603.00	
1010	Jennifer Runckel	05/28/2026	Regular	0.00	1,680.00	66477
INV0000539	Invoice	05/26/2026	Yoga Svcs	0.00	1,680.00	
2311	Jose D Flores Morales	05/28/2026	Regular	0.00	7,050.00	66478
1361	Invoice	05/26/2026	Hacienda Tree Work	0.00	7,050.00	
2314	Justin Jerome	05/28/2026	Regular	0.00	9.00	66479
INV0000546	Invoice	05/26/2026	25-202 Reimburse Fee for Copy of Official ...	0.00	9.00	
1365	Maria Inez Martinez	05/28/2026	Regular	0.00	3,225.60	66480
INV0000540	Invoice	05/26/2026	Yoga Svcs	0.00	3,225.60	
1547	Motorola Solutions, Inc.	05/28/2026	Regular	0.00	511.42	66481
8282323538	Invoice	05/26/2026	Portable Radio Battery	0.00	511.42	
2310	Nevada Byproducts Inc	05/28/2026	Regular	0.00	70.00	66482
0000718145	Invoice	05/26/2026	Waste Pickup	0.00	70.00	
1698	Playcore Wisconsin, Inc.	05/28/2026	Regular	0.00	1,961.79	66483
WQ 397496	Invoice	05/26/2026	Memorial Benches	0.00	1,961.79	
1738	Randy D. Dismuke	05/28/2026	Regular	0.00	2,145.87	66484
019107	Invoice	05/26/2026	Mower Maint	0.00	762.91	
019115	Invoice	05/26/2026	Mower Maint	0.00	620.05	
019116	Invoice	05/26/2026	Mower Maint	0.00	762.91	
1868	SANDIS Civil Engineers Surveyors Planners	05/28/2026	Regular	0.00	3,519.13	66485
2603348	Invoice	05/27/2026	25-202 Prof Svcs through 2026.03.31	0.00	2,442.50	
2604343	Invoice	05/27/2026	25-202 Prof Svcs through 2026.04.30	0.00	1,076.63	
1936	Shred City	05/28/2026	Regular	0.00	162.00	66486
1218051826	Invoice	05/26/2026	Shred City	0.00	162.00	
1950	SNG & Associates, Inc	05/28/2026	Regular	0.00	11,754.00	66487
2026-0315	Invoice	05/27/2026	On Call Engineering Land Dev Svcs through...	0.00	11,754.00	
2284	Theis Engineering & Associates	05/28/2026	Regular	0.00	1,631.25	66488
MOR12604	Invoice	05/27/2026	25-408 Prof Svcs: 2026.04	0.00	1,631.25	
2303	Titan Environmental Solutions Inc.	05/28/2026	Regular	0.00	1,653.10	66489
11139770	Invoice	05/26/2026	La Sala Testing	0.00	1,653.10	
2045	T-Mobile	05/28/2026	Regular	0.00	700.80	66490
201625790 2026....	Invoice	05/26/2026	Monthly Cell Phone	0.00	700.80	
2174	Wallace Roberts & Todd INC	05/28/2026	Regular	0.00	35,377.85	66491
0000009	Invoice	05/26/2026	PROS Master Plan Prof Svcs: 2026.04.26	0.00	35,377.85	
2242	Mission Square Retirement Trust	05/08/2026	Bank Draft	0.00	1,437.70	DFT0000486
INV0000448	Invoice	05/08/2026	401A Employer Contribution	0.00	1,437.70	
2242	Mission Square Retirement Trust	05/08/2026	Bank Draft	0.00	3,126.24	DFT0000487
INV0000449	Invoice	05/08/2026	401A Employee Contribution	0.00	3,126.24	
2242	Mission Square Retirement Trust	05/08/2026	Bank Draft	0.00	1,731.77	DFT0000488
INV0000450	Invoice	05/08/2026	Employee 457 Contribution	0.00	1,731.77	
0210	BASIC Benefits LLC	05/08/2026	Bank Draft	0.00	865.38	DFT0000489
INV0000451	Invoice	05/08/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust	05/08/2026	Bank Draft	0.00	9,306.21	DFT0000490

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000452	Invoice	05/08/2026	457 Employee Contribution	0.00	9,306.21	
0210	BASIC Benefits LLC	05/08/2026	05/08/2026 Bank Draft	0.00	1,019.89	DFT0000491
INV0000453	Invoice	05/08/2026	FSA Employee Contribution	0.00	1,019.89	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	4,784.64	DFT0000492
INV0000454	Invoice	05/08/2026	Misc Classic Employee Contribution	0.00	4,784.64	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	3,453.63	DFT0000493
INV0000455	Invoice	05/08/2026	Misc Classic Employer Contribution	0.00	3,453.63	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	7.44	DFT0000494
INV0000456	Invoice	05/08/2026	Misc Classic PERS Survivor Benefits Emplo...	0.00	7.44	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	86.62	DFT0000495
INV0000457	Invoice	05/08/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	7,085.88	DFT0000496
INV0000458	Invoice	05/08/2026	Misc PEPRA Employee Contribution	0.00	7,085.88	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	7,277.87	DFT0000497
INV0000459	Invoice	05/08/2026	Misc PEPRA Employer Contribution	0.00	7,277.87	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	16.74	DFT0000498
INV0000460	Invoice	05/08/2026	Misc PEPRA PERS Survivor Benefits Emplo...	0.00	16.74	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	110.60	DFT0000499
INV0000461	Invoice	05/08/2026	Misc PEPRA PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	05/08/2026	05/08/2026 Bank Draft	0.00	70.00	DFT0000500
INV0000462	Invoice	05/08/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	05/08/2026	05/08/2026 Bank Draft	0.00	350.00	DFT0000501
INV0000463	Invoice	05/08/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust	05/08/2026	05/08/2026 Bank Draft	0.00	330.00	DFT0000502
INV0000464	Invoice	05/08/2026	ROTH IRA Employee Contribution	0.00	330.00	
2242	Mission Square Retirement Trust	05/08/2026	05/08/2026 Bank Draft	0.00	2,838.30	DFT0000503
INV0000465	Invoice	05/08/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	6,149.65	DFT0000504
INV0000466	Invoice	05/08/2026	Safety Classic Employee Contribution	0.00	6,149.65	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	7,639.76	DFT0000505
INV0000467	Invoice	05/08/2026	Safety Classic Employer Contribution	0.00	7,639.76	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	6.51	DFT0000506
INV0000468	Invoice	05/08/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	4,530.87	DFT0000507
INV0000469	Invoice	05/08/2026	Safety PEPRA Employee Contribution	0.00	4,530.87	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	4,609.96	DFT0000508
INV0000470	Invoice	05/08/2026	Safety PEPRA Employer Contribution	0.00	4,609.96	
0338	CalPERS	05/08/2026	05/08/2026 Bank Draft	0.00	4.65	DFT0000509
INV0000471	Invoice	05/08/2026	Safety PEPRA PERS Survivor Benefits Empl...	0.00	4.65	
2241	IRS	05/08/2026	05/08/2026 Bank Draft	0.00	6,552.80	DFT0000510
INV0000473	Invoice	05/08/2026	Medicare taxes	0.00	6,552.80	
2241	IRS	05/08/2026	05/08/2026 Bank Draft	0.00	28,363.38	DFT0000511
INV0000474	Invoice	05/08/2026	Federal taxes withheld	0.00	28,363.38	
2240	Employment Development Department	05/08/2026	05/08/2026 Bank Draft	0.00	11,382.34	DFT0000512

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000475	Invoice	05/08/2026	State Tax Payable	0.00	11,382.34	
2241	IRS	05/08/2026	05/08/2026 Bank Draft	0.00	416.18	DFT0000513
INV0000476	Invoice	05/08/2026	Social Security tax	0.00	416.18	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	1,279.20	DFT0000590
22931928	Invoice	05/12/2026	Town Hall 329 Rheem	0.00	1,279.20	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	385.55	DFT0000592
22935538	Invoice	05/12/2026	Monitoring Fee Fire: Library 1500 St Marys	0.00	385.55	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	109.14	DFT0000594
22942500	Invoice	05/12/2026	Elevator Mon. 329 Rheem	0.00	109.14	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	364.98	DFT0000596
22938017	Invoice	05/12/2026	Camera System: Town Hall 329 Rheem	0.00	364.98	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	289.48	DFT0000598
22948521	Invoice	05/12/2026	Mon Fee Fire Council Chambers 335 Rheem	0.00	289.48	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	105.50	DFT0000600
22954863	Invoice	05/12/2026	Sec. Alm Monit. Svcs: Council Chambers 3...	0.00	105.50	
0319	California Choice Benefit Administrators	05/06/2026	05/06/2026 Bank Draft	0.00	55,961.81	DFT0000602
5117810	Invoice	05/12/2026	Medical Insurance: 2026.06	0.00	55,961.81	
0200	Balco Holdings, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	114.00	DFT0000604
22955024	Invoice	05/12/2026	Mon. Fee Fire: Hacienda 2100 Donald	0.00	114.00	
0579	De Lage Landen Financial Services, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	371.80	DFT0000606
596960348	Invoice	05/12/2026	Copier Lease: PL 500-50407071	0.00	371.80	
0579	De Lage Landen Financial Services, Inc.	05/14/2026	05/14/2026 Bank Draft	0.00	137.01	DFT0000608
596960267	Invoice	05/12/2026	Copier Lease: PW Contract: 500-50470361	0.00	137.01	
2266	Comcast Holdings Corporation	05/14/2026	05/14/2026 Bank Draft	0.00	632.23	DFT0000610
8155 40 055 019...	Invoice	05/12/2026	Internet Svcs: 329 Rheem 8155 40 005 01...	0.00	632.23	
2157	Verizon Wireless	05/14/2026	05/14/2026 Bank Draft	0.00	240.12	DFT0000612
6142467544	Invoice	05/12/2026	PD Data Cards Acct: 471243537-00005	0.00	240.12	
1918	Sharp Electronics Corp.	05/14/2026	05/14/2026 Bank Draft	0.00	234.46	DFT0000613
9005793942	Invoice	05/12/2026	Copy Chrg: PD Account: 793584	0.00	234.46	
2157	Verizon Wireless	05/14/2026	05/14/2026 Bank Draft	0.00	114.73	DFT0000614
6142467543	Invoice	05/12/2026	PD/Code Enforcement Cell Phones 47124...	0.00	114.73	
1945	Silicon Connections, LLC	05/14/2026	05/14/2026 Bank Draft	0.00	63,342.21	DFT0000641
480055	Invoice	05/13/2026	SB707 Council Chamber and Pear Conf Ro...	0.00	63,342.21	
2133	U.S. Bank Equipment Finance	05/14/2026	05/14/2026 Bank Draft	0.00	244.54	DFT0000642
581164902	Invoice	05/14/2026	Copier Lease: PD Cont: 500-0670316-000	0.00	244.54	
2132	U.S. Bank Corporate Payment Systems	05/18/2026	05/18/2026 Bank Draft	0.00	27,630.97	DFT0000645
2026.05	Invoice	05/18/2026	Credit Card Payment: 2026.05	0.00	27,630.97	
2242	Mission Square Retirement Trust	05/22/2026	05/22/2026 Bank Draft	0.00	1,228.08	DFT0000648
INV0000504	Invoice	05/22/2026	401A Employer Contribution	0.00	1,228.08	
2242	Mission Square Retirement Trust	05/22/2026	05/22/2026 Bank Draft	0.00	3,121.25	DFT0000649
INV0000505	Invoice	05/22/2026	401A Employee Contribution	0.00	3,121.25	
2242	Mission Square Retirement Trust	05/22/2026	05/22/2026 Bank Draft	0.00	1,705.60	DFT0000650
INV0000506	Invoice	05/22/2026	Employee 457 Contribution	0.00	1,705.60	
0210	BASIC Benefits LLC	05/22/2026	05/22/2026 Bank Draft	0.00	865.38	DFT0000651

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000507	Invoice	05/22/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust	05/22/2026	Bank Draft	0.00	9,306.21	DFT0000652
INV0000508	Invoice	05/22/2026	457 Employee Contribution	0.00	9,306.21	
0210	BASIC Benefits LLC	05/22/2026	Bank Draft	0.00	1,019.89	DFT0000653
INV0000509	Invoice	05/22/2026	FSA Employee Contribution	0.00	1,019.89	
0338	CalPERS	05/22/2026	Bank Draft	0.00	4,784.64	DFT0000654
INV0000510	Invoice	05/22/2026	Misc Classic Employee Contribution	0.00	4,784.64	
0338	CalPERS	05/22/2026	Bank Draft	0.00	3,453.63	DFT0000655
INV0000511	Invoice	05/22/2026	Misc Classic Employer Contribution	0.00	3,453.63	
0338	CalPERS	05/22/2026	Bank Draft	0.00	7.44	DFT0000656
INV0000512	Invoice	05/22/2026	Misc Classic PERS Survivor Benefits Emplo...	0.00	7.44	
0338	CalPERS	05/22/2026	Bank Draft	0.00	86.62	DFT0000657
INV0000513	Invoice	05/22/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS	05/22/2026	Bank Draft	0.00	7,121.45	DFT0000658
INV0000514	Invoice	05/22/2026	Misc PEPRA Employee Contribution	0.00	7,121.45	
0338	CalPERS	05/22/2026	Bank Draft	0.00	7,314.41	DFT0000659
INV0000515	Invoice	05/22/2026	Misc PEPRA Employer Contribution	0.00	7,314.41	
0338	CalPERS	05/22/2026	Bank Draft	0.00	16.74	DFT0000660
INV0000516	Invoice	05/22/2026	Misc PEPRA PERS Survivor Benefits Emplo...	0.00	16.74	
0338	CalPERS	05/22/2026	Bank Draft	0.00	110.60	DFT0000661
INV0000517	Invoice	05/22/2026	Misc PEPRA PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	05/22/2026	Bank Draft	0.00	70.00	DFT0000662
INV0000518	Invoice	05/22/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	05/22/2026	Bank Draft	0.00	350.00	DFT0000663
INV0000519	Invoice	05/22/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust	05/22/2026	Bank Draft	0.00	330.00	DFT0000664
INV0000520	Invoice	05/22/2026	ROTH IRA Employee Contribution	0.00	330.00	
2242	Mission Square Retirement Trust	05/22/2026	Bank Draft	0.00	2,838.30	DFT0000665
INV0000521	Invoice	05/22/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	05/22/2026	Bank Draft	0.00	6,153.55	DFT0000666
INV0000522	Invoice	05/22/2026	Safety Classic Employee Contribution	0.00	6,153.55	
0338	CalPERS	05/22/2026	Bank Draft	0.00	7,644.60	DFT0000667
INV0000523	Invoice	05/22/2026	Safety Classic Employer Contribution	0.00	7,644.60	
0338	CalPERS	05/22/2026	Bank Draft	0.00	6.51	DFT0000668
INV0000524	Invoice	05/22/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	05/22/2026	Bank Draft	0.00	4,577.95	DFT0000669
INV0000525	Invoice	05/22/2026	Safety PEPRA Employee Contribution	0.00	4,577.95	
0338	CalPERS	05/22/2026	Bank Draft	0.00	4,657.87	DFT0000670
INV0000526	Invoice	05/22/2026	Safety PEPRA Employer Contribution	0.00	4,657.87	
0338	CalPERS	05/22/2026	Bank Draft	0.00	4.65	DFT0000671
INV0000527	Invoice	05/22/2026	Safety PEPRA PERS Survivor Benefits Empl...	0.00	4.65	
0335	California State Disbursement Unit	05/22/2026	Bank Draft	0.00	413.26	DFT0000672
INV0000528	Invoice	05/22/2026	Child Support Payable	0.00	413.26	
2241	IRS	05/22/2026	Bank Draft	0.00	6,537.52	DFT0000673

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000529	Invoice	05/22/2026	Medicare taxes	0.00	6,537.52	
2241	IRS	05/22/2026	05/22/2026 Bank Draft	0.00	27,784.92	DFT0000674
INV0000530	Invoice	05/22/2026	Federal taxes withheld	0.00	27,784.92	
2240	Employment Development Department	05/22/2026	05/22/2026 Bank Draft	0.00	11,325.29	DFT0000675
INV0000531	Invoice	05/22/2026	State Tax Payable	0.00	11,325.29	
2241	IRS	05/22/2026	05/22/2026 Bank Draft	0.00	592.74	DFT0000676
INV0000532	Invoice	05/22/2026	Social Security tax	0.00	592.74	
0579	De Lage Landen Financial Services, Inc.	05/28/2026	05/28/2026 Bank Draft	0.00	234.41	DFT0000678
597183473	Invoice	05/26/2026	De Lage Landon 500-50407083	0.00	234.41	
0579	De Lage Landen Financial Services, Inc.	05/28/2026	05/28/2026 Bank Draft	0.00	409.90	DFT0000680
597183569	Invoice	05/26/2026	Copier Lease Town Hall Contract: 500-504...	0.00	409.90	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	548.33	DFT0000681
8367275694-3 2...	Invoice	05/26/2026	Electricity: Council Chambers 335 Rheem	0.00	548.33	
1947	Small Business Benefit Plan Trust	05/20/2026	05/20/2026 Bank Draft	0.00	719.30	DFT0000682
109256-0 2026.06	Invoice	05/26/2026	Vision Insurance: 2026.06	0.00	719.30	
0579	De Lage Landen Financial Services, Inc.	05/28/2026	05/28/2026 Bank Draft	0.00	315.96	DFT0000684
597183874	Invoice	05/26/2026	Plotter Lease Contract: 500-50421959	0.00	315.96	
2266	Comcast Holdings Corporation	05/28/2026	05/28/2026 Bank Draft	0.00	137.58	DFT0000686
8155 40 005 031...	Invoice	05/26/2026	Comcast 8155 40 005 0319803	0.00	137.58	
2141	Unum Life Insurance Co.	05/20/2026	05/20/2026 Bank Draft	0.00	3,945.11	DFT0000688
0425163-001 20...	Invoice	05/26/2026	Disability Insurance: 2026.06	0.00	3,945.11	
2246	ODP Business Solutions LLC	05/28/2026	05/28/2026 Bank Draft	0.00	434.41	DFT0000690
467744803001	Invoice	05/26/2026	Office Supplies	0.00	434.41	
0800	Geo-Engineering Solutions, Inc	05/28/2026	05/28/2026 Bank Draft	0.00	2,787.50	DFT0000692
G2604-031	Invoice	05/26/2026	D26-004 ADR-03-26 HDP-02-26 Prof Svcs: ...	0.00	2,787.50	
0827	Gopher Team	05/28/2026	05/28/2026 Bank Draft	0.00	599.00	DFT0000694
867950	Invoice	05/26/2026	Pest Control - Commons Park	0.00	599.00	
0827	Gopher Team	05/28/2026	05/28/2026 Bank Draft	0.00	320.00	DFT0000696
868075	Invoice	05/26/2026	Pest Control - Rancho Laguna Park	0.00	320.00	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	136.07	DFT0000707
7234145569-8 2...	Invoice	05/26/2026	Electricity: Hacienda LaSala 2100 Donald	0.00	136.07	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	4,464.11	DFT0000709
6504888173-7 2...	Invoice	05/26/2026	Electricity: Town Hall 329 Rheem	0.00	4,464.11	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	74.51	DFT0000711
8650812145-5 2...	Invoice	05/26/2026	Electricity: Hacienda Casita 2100 Donald	0.00	74.51	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	179.30	DFT0000713
6440793656-2 2...	Invoice	05/26/2026	Electricity: Streets/Signals	0.00	179.30	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	147.42	DFT0000715
3675757343-5 2...	Invoice	05/26/2026	Electricity: St/Sig	0.00	147.42	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	2,344.57	DFT0000717
8749324693-5 2...	Invoice	05/26/2026	Electricity: Hacienda 2100 Donald	0.00	2,344.57	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	14,523.22	DFT0000719
0190988489-0 2...	Invoice	05/26/2026	Electricity: Bundled Street	0.00	14,523.22	
1632	Pacific Gas & Electric	05/28/2026	05/28/2026 Bank Draft	0.00	2,302.67	DFT0000721

Monthly Check Report

Date Range: 05/01/2026 - 05/31/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0751460593-5 2...	Invoice	05/26/2026	Electric Library 1500 St Marys	0.00	2,302.67	
1632	Pacific Gas & Electric	05/28/2026	Bank Draft	0.00	110.68	DFT0000722
5255041609-4 2...	Invoice	05/26/2026	Electricity Hacienda Pavilion 2100 Donald	0.00	110.68	
1632	Pacific Gas & Electric	05/28/2026	Bank Draft	0.00	167.76	DFT0000724
9622927397-2 2...	Invoice	05/26/2026	Electricity: Parks	0.00	167.76	
1632	Pacific Gas & Electric	05/28/2026	Bank Draft	0.00	20.95	DFT0000726
6905501381-2 2...	Invoice	05/26/2026	Electricity: St/Sig	0.00	20.95	
1632	Pacific Gas & Electric	05/28/2026	Bank Draft	0.00	2,233.24	DFT0000728
1463449238-4 2...	Invoice	05/26/2026	Electricity	0.00	2,233.24	
2247	Flex Technology Group LLC	05/28/2026	Bank Draft	0.00	280.56	DFT0000730
4659951-CAL	Invoice	05/27/2026	Copy Charges: Town Hall 329 Rheem Cont....	0.00	280.56	
2247	Flex Technology Group LLC	05/28/2026	Bank Draft	0.00	169.60	DFT0000732
4659833-CAL	Invoice	05/27/2026	Copy Chrg: PW Contract CN31791-01	0.00	169.60	
2247	Flex Technology Group LLC	05/28/2026	Bank Draft	0.00	102.24	DFT0000734
4659591-CAL	Invoice	05/27/2026	Copy Chrgs: Planning Contract CN31120-01	0.00	102.24	
2247	Flex Technology Group LLC	05/28/2026	Bank Draft	0.00	141.04	DFT0000736
4659834-CAL	Invoice	05/27/2026	Copy Chrgs: P&R Contract CN31119-01	0.00	141.04	
0579	De Lage Landen Financial Services, Inc.	05/28/2026	Bank Draft	0.00	315.95	DFT0000752
597183874 Corre..	Invoice	05/27/2026	Plotter Lease Contract: 500-50421959	0.00	315.95	
0210	BASIC Benefits LLC	05/28/2026	Bank Draft	0.00	76.50	DFT0000762
IN3750969	Invoice	05/26/2026	Bundled CDA Svcs Client ID 4622-9602-02...	0.00	76.50	
2266	Comcast Holdings Corporation	05/28/2026	Bank Draft	0.00	385.98	DFT0000763
8155 40 005 021...	Invoice	05/26/2026	Comcast 8155 40 005 0218278	0.00	385.98	
2247	Flex Technology Group LLC	05/28/2026	Bank Draft	0.00	280.58	DFT0000766
4659951-CAL Cor...	Invoice	05/28/2026	Flex CN31118-01	0.00	280.58	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	173	134	0.00	1,202,731.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	105	105	0.00	417,450.29
EFT's	0	0	0.00	0.00
	278	239	0.00	1,620,181.81

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	173	134	0.00	1,202,731.52
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	105	105	0.00	417,450.29
EFT's	0	0	0.00	0.00
	278	239	0.00	1,620,181.81

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	5/2026	1,620,181.81
			1,620,181.81



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Approval of Meeting Minutes for the May 27, 2026 Regular meeting of the Moraga Town Council.

RECOMMENDATION

Approval of Meeting Minutes for the May 27, 2026 Regular meeting of the Moraga Town Council.

ATTACHMENTS

[Attachment A - MAY 27 2026 - TC Meeting Minutes - REG](#)



**TOWN OF MORAGA
TOWN COUNCIL
REGULAR MEETING**

WEDNESDAY, MAY 27, 2026

**DRAFT
MINUTES**

5:30 PM

The following are minutes of the actions taken by the Town of Moraga Town Council. A full video recording of the meeting is available on the Town's website at:

<https://livestream.com/moraga>

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

The regular meeting was called to order at **5:30 PM** by Mayor, Kerry Hillis.

ROLL CALL

Councilmembers Present: Mayor Kerry Hillis, Vice Mayor Brian Dolan
Councilmembers Lisa Maglio and Graham Thiel

Councilmembers Absent: Steve Woehleke

Staff Present: Town Manager, Scott Mitnick, Asst Town Attorney, Denise Bazzano;
Town Clerk, Amy Heavener; Administrative Services Director, Katie Bruner; Public Works Director, Nate Levine; Police Chief, Jon King;
Parks & Recreation Director, Mackenzie Brady

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - Asian American, Native Hawaiian, and Pacific Islander Heritage Month
Heritage Month

Councilmembers read the proclamation aloud.

There were no public comments.

3B. Presentation - MCE Overview & General Updates

Sebastian Conn from MCE gave the presentation.

Councilmembers asked clarifying questions and provided their comments.

There were no public comments.

4. PUBLIC COMMUNICATION

There were no public comments.

5. ADOPTION OF MEETING AGENDA

ACTION:

Motion: **Maglio** / Second: **Dolan**

The meeting agenda was adopted as presented.

Vote: (4-0-1; Woehleke absent)

There were no public comments.

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

Mayor Hillis pulled Consent Calendar **Item 6.5** for clarification and comments.

Public Works Director, Nate Levine provided clarification on Consent Item 6.5.

There were no public comments.

ACTION:

Motion: **Dolan** / Second: **Thiel**

Consent Calendar **Item 6.5** were approved as presented.

Vote: (4-0-1; Woehleke absent)

B. Acceptance of Consent Items

ACTION:

Motion: **Hillis** / Second: **Dolan**

Approved Consent Calendar **Items 6.1, 6.2, 6.3, 6.4 and 6.6** as presented.

Vote: (4-0-1; Woehleke absent)

There were no public comments.

- 6.1 Approval of Meeting Minutes for the May 13, 2026 Regular meeting of the Moraga Town Council.
- 6.2 Adopt a Resolution calling and giving notice of a General Municipal Election on Tuesday, November 3, 2026, for the election of two (2) Town Councilmembers for a full four-year term; requesting the Board of Supervisors of the County of Contra Costa to consolidate the General Municipal Election with the Statewide General Election and provide election services; and setting specifications of the Election and Voluntary Candidate's Statement of Qualifications and other related actions.
- 6.3 Adopt a Resolution approving the Employee Salary Schedule dated and effective June 28, 2026.

6.4 Adopt a Resolution:

1. Approving participation in the Contra Costa County Regional Alternative Compliance (RAC) Joint Powers Authority (JPA), approving the proposed Joint Powers Agreement, and authorizing the Town Manager to execute the Joint Powers Agreement;
2. Appointing the Public Works Director/City Engineer as the JPA Board Representative and the Senior Engineer as the Alternate;
3. Directing staff to take such actions as necessary to participate in the RAC System, including preparation of an ordinance to revise the Town's stormwater ordinance to incorporate participation in the RAC System as an approved alternative compliance for meeting applicable stormwater treatment requirements;
4. Authorizing staff to collaborate with the RAC JPA Administrator to support RAC System implementation; and
5. Authorizing the JPA to establish one or more community facilities districts (CFD), accepting applications from property owners, annexing properties to the CFD, and levying special taxes to finance on-going maintenance costs for Off-Site GSI Projects; and approving a joint community facilities agreement.

6.5 Adopt a Resolution:

1. Approving the combination of the 2025 Street Rehabilitation Project (CIP 25-401) and the 2026 Street Rehabilitation Project (CIP 26-401) into a single project titled the 2025 & 2026 Street Rehabilitation Project (CIP 25-401), and authorizing the transfer of remaining appropriations and associated funding from CIP 26-401 to CIP 25-401;
2. Awarding a construction contract to Bay Cities Paving & Grading, Inc. (Bay Cities) of Concord, California, for the 2025 & 2026 Street Rehabilitation Project (CIP 25-401) in the amount of \$1,609,007;
3. Authorizing the Town Manager to finalize and execute the construction contract with Bay Cities, including minor non-substantive revisions as approved by the Town Manager and Town Attorney;
4. Authorizing the Town Engineer to issue construction contract change orders in an amount not to exceed \$160,901, for a total authorized construction amount not to exceed \$1,769,908; and
5. Finding that the project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to 14 Cal. Code Regs. Section 15301, Class 1 — Existing Facilities, and directing staff to file a Notice of Exemption.

- 6.6 Adopt a Resolution approving the Employee Recreation and Wellness Discount Pilot Program through June 30, 2027 and authorizing administrative implementation and continuation by the Town Manager, or designee.

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

Councilmember Woehleke Absent.

Councilmember Maglio Nothing to report.

Councilmember Thiel Nothing to report.

Vice Mayor Dolan Attended day one of a CCTA workshop.

Mayor Hillis Attended day two of a CCTA workshop; Mayor Hillis also took a tour of the Moraga Country Club property. Mayor Hillis participated in the 3rd

grade discussion regarding Town services. Attended the County Connection Board of Directors meeting. Attended a community wildfire safety meeting sponsored by Tim Grayson's office. Mayor Hillis attended the Saint Mary's Commencement Ceremony as well as attending the Lamorinda Spirit Van award ceremony. Announced that the 1st annual flag raising of the Pride flag will occur at noon on Monday, June 1, 2026.

B. Town Manager

Town Manager Mitnick Deferred report to the end.

8. PUBLIC HEARING

None.

9. DEPARTMENT REPORTS

9A. Adopt a Resolution:

1. Authorizing the Town Manager to execute a construction contract with D7 Roofing Services, Inc., Rancho Cordova, CA, for the 329 Rheem Boulevard Roof Replacement Project in the amount of \$102,161;
2. Authorizing a 15% contingency of \$15,324, for a total project authorization not to exceed \$117,485 and authorizing the Public Works Director to execute contract change orders within the approved contingency; and
3. Finding the project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1 - Existing Facilities).

Public Works Director, Nate Levine presented the item.

Councilmembers asked clarifying questions.

There were no public comments.

Councilmembers provided final comments and deliberation.

ACTION:

Motion: **Thiel** / Second: **Maglio**

Approved Item 9A as presented.

Vote: (4-0-1; Woehleke absent)

9B. Adopt two Resolutions:

1. Approving the Assessment District No. 1979-1, Town of Moraga Street Lighting Engineer's Report for Fiscal Year 2026-27.
2. Declaring the Town of Moraga's intention to levy and collect Assessment District No. 1979-1, Town of Moraga Street Lighting assessments for Fiscal Year 2026-27, and setting a Public Hearing date for June 24, 2026.

Public Works Director, Nate Levine presented the item.

Councilmembers asked clarifying questions.

There were no public comments.

Councilmembers gave final deliberation.

ACTION:

Motion: **Maglio** / Second: **Thiel**

Approved Item 9B as presented.

Vote: (4-0-1; Woehleke absent)

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

None.

11. INFORMATIONAL ITEMS

Vice Mayor Dolan reminded everyone about the June 25, 2026 Cal Cities cornhole tournament.

Mayor Hillis thanked the attendees who attended Coffee with the Mayor.

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

Town Manager Mitnick provided comments on the Open Space Master Plan process. Announced various graduation dates in Moraga and announced the next Town Council meeting date and tentative agenda items.

13. ADJOURNMENT

Mayor Hillis adjourned the Town Council Regular meeting at **6:54 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Cassius Carandang, Assistant Planner

Subject: Consideration of Grading Permit and Hillside Development Permit for Landslide Repair and Slope Stabilization on Properties Owned by the Rancho Moraga Homeowners Association, Woodminster Homeowners Association, and Moraga Place Owners Association.

RECOMMENDATION

Adopt a Resolution approving a Grading Permit (GR-05-24) and Hillside Development Permit (HDP-05-24) for a landslide repair and slope stabilization on predevelopment average slopes of 25% or greater to repair a hillside on properties owned by the Rancho Moraga Homeowners Association (APN 256-420-026), Woodminster Homeowners Association (APN 256-100-026), and Moraga Place Owners Association (APN 256-380-003).

BACKGROUND

The project site is on the hillside above the southern end of Via Barcelona in the Rancho Moraga neighborhood, upslope of nearby homes and private roadway improvements, including residences near 8 and 10 Via Barcelona. The project is designed to repair a landslide, stabilize the slope, and install a debris catchment wall on the Moraga Place Owners Association property to protect downslope residential structures and property within the Rancho Moraga residential development. In 2017, a landslide occurred on a hillside with slopes exceeding 25% above the Rancho Moraga residential development near the southern end of Via Barcelona. The slide area crosses three abutting common-area parcels owned by the Rancho Moraga Homeowners Association, Woodminster Homeowners Association, and Moraga Place Owners Association.

Following the 2017 slide, temporary measures were installed to reduce the potential for additional earth movement and debris flows to affect downslope residences and access. The proposed project would replace the temporary condition with a permanent repair designed to address the lower portion of the slope failure and provide access for future debris removal and maintenance.

Pursuant to MMC Section 14.16.010, a Planning Commission review with recommendation to the Town Council is required for grading operations on predevelopment average slopes greater than or equal to 25%. On May 19, 2026, the Planning Commission considered the project and recommended that the Town Council approve the Grading Permit and Hillside Development Permit by a vote of six in favor and none opposed, with one Commissioner absent. Planning Commission Resolution No. 03-2026 is included as Attachment C. The Planning Commission Staff Report, which includes additional project information as attachments, can be found on the [Planning Commission Meeting Agenda dated May 19, 2026](#), under item 6A.

The Planning Commission asked about the project timeline and, more specifically, the time elapsed from the original landslide to the application reaching a public hearing. A member of the Woodminster HOA explained that, following the landslide, a lawsuit was filed among the three HOAs over financial responsibility for funding the repair project. As a result, several years passed before these matters were resolved, including agreeing upon a design for the project, and an application was submitted to the Planning Department in late 2024.

DISCUSSION

The proposed project consists of remedial grading, drainage improvements, erosion control, access/maintenance improvements, and a new debris catchment wall. The principal components are:

- Site preparation: Clear and grub the repair area, then remove the existing temporary steel soldier beam and wood-lagging catchment wall at the end of the private roadway between 8 and 10 Via Barcelona.
- Slope repair: Excavate landslide debris to expose competent material, key the repair into competent bedrock, install a subdrain system, and place geogrid-reinforced engineered fill with available on-site materials.
- Debris catchment bench: Construct an approximately 25-foot-wide catchment bench near the top of the repair to intercept future debris from the remaining upslope slide material and soil raveling.
- Drainage system: Install subsurface drains, collector pipes, cleanouts, a drop inlet, and related drainage improvements to collect hillside runoff and convey it to an approved drainage facility.
- Debris catchment wall: Construct a 104-foot-long, approximately 4-foot-tall soldier-beam and wood-lagging debris catchment/deflection wall on the Moraga Place Owners Association parcel. The wall would include 14 drilled-pier/soldier-beam elements spaced at 8-foot intervals and would retain or deflect future debris flows away from downslope residential properties.
- Access and maintenance: Provide an 8-foot-wide access bench and a 6-foot-wide maintenance bench to allow equipment to reach the catchment bench and wall area for future inspection, maintenance, and debris removal.
- Final slope condition: Complete the repair with a finished slope of approximately 2:1 that closely matches the surrounding hillside contours and hydroseed disturbed slopes using appropriate native species and erosion-control materials.

The project requires a Grading Permit because the proposed work includes landslide repair, slope stabilization, and grading on predevelopment average slopes of 25% or greater. The project also requires a Hillside Development Permit because the work involves development and site improvements on slopes of 20% or greater. Under the applicable Moraga Municipal

Code provisions, the Town Council is the approving authority after determining that the grading permit is consistent with the 10 criteria listed in section 14.16.030(A).

The General Plan supports approving necessary stabilization work on steep slopes when supported by site-specific analysis.

The 2040 General Plan's hillside policies emphasize preserving natural landforms, protecting scenic hillside resources, and avoiding unnecessary grading. Policy CD-1.5 calls for grading on steep slopes to create a natural appearance, minimize soil displacement, and avoid large retaining walls. Policy OSP-2.3 generally avoids development on slopes of 20% or greater and requires Town Council approval and site-specific geologic analysis for grading on slopes of 25% or steeper. Policy S-4.10 discourages retaining walls and other engineered structures used to mitigate geologic hazards, but allows their use when necessary to reduce the risk of personal injury or property damage.

The proposed repair is consistent with those policies because the grading is limited to an existing hazard area, is supported by site-specific geotechnical analysis, and is intended to restore and stabilize the hillside rather than intensify development. The low debris catchment wall and maintenance benches are functional safety and maintenance features. They are proportional to the hazard and are designed to minimize visual prominence while providing a practical means of retaining, accessing, and removing future debris.

The project is a limited geologic hazard repair, not an expansion of hillside development.

The most important policy distinction is that the application is intended to correct an existing slope failure above existing residences. General Plan and Municipal Code policies generally discourage grading and new development on steep hillsides because such work can alter natural landforms, create visual impacts, and increase geologic risk. Here, the project would not create new lots, new residences, or new private development intensity. The requested grading would be undertaken to stabilize an existing landslide and reduce the potential for additional debris movement that could affect downslope homes and other residential improvements.

This distinction supports the requested approvals. The work is tailored to the hazard: it removes loose slide debris, keys the repair into competent material, reconstructs the slope with engineered fill and geogrid reinforcement, and adds drainage and maintenance access so the repair can function over time. The design therefore addresses the public health, safety, and welfare concerns that underlie the Town's grading and hillside development standards.

The grading design satisfies the Title 14, Grading, findings.

The Grading Ordinance requires the Town to evaluate whether grading on steep slopes is consistent with the Town's design standards, protects public safety and stormwater runoff, uses natural contour grading, minimizes soil displacement, minimizes retaining walls, and is not inconsistent with the General Plan. A grading permit is required under section 14.04.031(A), (E), (F). The project proposes 5,200 cubic yards of total earth movement on slopes of 20% or greater.

Under Chapter 14.16.030, a grading permit may be granted only after a determination is consistent with 10 criteria. Here, the project satisfies these findings for the following reasons:

Consistency with the Town Design Guidelines: The proposed grading remediation would result in finished contours that closely follow the site's natural topography and avoid sharp

edges, abrupt curves, or a pad-like development form. The new slope would match the steepness and character of the surrounding terrain, consistent with Design Guideline ID10.6. The design is also supported by the Haley & Aldrich geotechnical report and the Town's geotechnical peer review, which concluded that the proposed remediation design is consistent with accepted geotechnical practice and adequately incorporates the project's geological and geotechnical information.

Consistency with Title 14 regulations and restrictions: The project proposes approximately 5,200 cubic yards of total earth movement, consisting of approximately 2,600 cubic yards of cut and 2,600 cubic yards of fill, to achieve an on-site cut/fill balance. Because grading would occur on predevelopment average slopes of 25% or greater, it must be approved by the Town Council. The project has been designed to repair and stabilize the existing slope, recreate natural contours to the extent feasible, and satisfy the grading findings required by MMC § 14.16.030.

Public safety: The project would not be detrimental to public safety because its purpose is to reduce the potential for additional slope movement, debris flow, and property damage to existing residential buildings and private access improvements downslope of the landslide. The project plans incorporate the recommendations of the project geotechnical engineer, and the Town's peer reviewer concurred with the geotechnical recommendations, subject to conditions requiring final geotechnical confirmation and certification.

Stormwater runoff: The project would not be detrimental to stormwater runoff because it includes drainage improvements designed to collect and control water within the repair area. These improvements include subdrains, collector pipes, cleanouts, a drop inlet, and conveyance to a detention/inlet box that connects to an existing concrete V-ditch. Conditions of approval also require erosion and sediment control measures during construction and a final civil-grading review by the Town Engineer.

Consistency with Chapter 8.136: The project is consistent with the Hillside Development Permit requirements in MMC Chapter 8.136 because the work is designed to minimize visual impacts, protect resources to the extent feasible, reduce exposure to landslide and geologic hazards, minimize soil displacement, and maintain a natural hillside appearance. Those hillside findings are addressed separately in the following section.

Natural contour grading: The earthwork has been designed to substantially match the existing hillside topography, with the repair slope finished at approximately 2:1 and tied into the surrounding slopes. The design includes a debris catchment area at the top of the repair, an 8-foot-wide access bench, and a 6-foot-wide maintenance bench so that equipment can reach and maintain the catchment bench and the area behind the new debris catchment and deflection wall.

Minimized soil displacement: The grading is limited to the area necessary to repair and stabilize the landslide. The proposed work would use on-site materials to achieve a balanced cut/fill condition, with little to no soil import or export anticipated. This approach reduces off-site hauling and limits disturbance to the landslide repair footprint.

Minimized use of retaining walls: The only wall element is a 104-foot-long debris catchment and deflection wall necessary to intercept or redirect potential future slide debris away from downslope residences. The wall would be approximately 3 feet above finished grade on the

maintenance bench side and up to 4 feet above finished grade on the downslope side, with horizontal Douglas fir lagging. Its function and appearance are more like a low fence or catchment barrier than to a conventional retaining wall.

Minimum amount of grading possible on the site: The project proposes approximately 5,200 cubic yards of total earthwork, consisting of approximately 2,600 cubic yards of cut and 2,600 cubic yards of fill, to achieve an on-site balanced cut-and-fill design that minimizes the need for substantial soil import or export. The proposed grading is limited to the existing landslide repair footprint and does not extend beyond the affected failure area. The proposed grading is the minimum necessary to remove unstable landslide material, reconstruct the failed slope, and stabilize the hillside to protect downslope residential improvements.

General Plan consistency: The proposed grading would occur on slopes exceeding 25% but is intended to remediate an existing slope failure rather than to facilitate new hillside development. The finished repair slope would be approximately 2:1 and would match the surrounding hillside contours. The project is supported by site-specific geotechnical analysis and is consistent with General Plan Policy OSP-2.3. The low debris catchment wall and maintenance benches are proportional safety and maintenance features. The work is therefore consistent with the General Plan policies that call for natural-appearing grading, minimized soil displacement, limited use of retaining walls, and protection of public safety and property from geologic hazards.

The project is consistent with the Hillside Development Permit findings.

The Hillside Development Permit findings focus on visual compatibility, protection of environmental resources, avoidance of geologic hazards, soil displacement, natural appearance, and public welfare. Staff finds the project consistent with these findings because it repairs a previously failed slope rather than introducing new development to an undeveloped hillside area. The repair would be located within existing HOA common areas and would not be readily visible from major public viewpoints. The proposed wall is approximately four feet tall, includes wood lagging, and would read as a low fence or catchment barrier rather than a large engineered retaining structure.

The design also protects environmental and hydrological resources, to the extent feasible, by stabilizing eroding soil, controlling drainage, requiring erosion control measures, and revegetating disturbed slopes. Conditions require the applicant to maintain erosion and sediment control measures during construction and to hydroseed exposed slopes with native species indigenous to the geographic region.

The geotechnical record supports the recommended approvals, with conditions.

Haley & Aldrich prepared the project's geotechnical report and plans. The report recommends selected remedial grading, drainage improvements, and erosion control measures; excavation of landslide debris to competent bedrock; installation of a subdrain system; placement of geogrid-reinforced engineered fill; a finished slope of 2H:1V or less; and hydroseeding and erosion control matting after grading. The report also notes that remaining upslope debris could cause future raveling or debris movement, so the design includes both a catchment bench and a catchment/deflection wall.

Geo-Engineering Solutions, Inc., the Town's geotechnical peer reviewer, reviewed the geotechnical report, prior investigation materials, repair plans, wall calculations, and site conditions. The peer reviewer concluded that the remediation design is consistent with current

geotechnical design practice and appropriate for stabilizing the main portion of the landslide and protecting affected or potentially affected properties. The peer reviewer did not require additional geotechnical study for Town approval but recommended that Haley & Aldrich review the supporting wall calculation package and provide a confirmation letter before final approval. That requirement is included as a condition of approval.

The recommended conditions of approval provide the additional implementation controls needed at the permit stage. They require final civil-grading review by the Town Engineer, the required Contra Costa County permits, substantial conformance with approved plans, notice before construction begins, implementation of geotechnical recommendations, final professional certification, drainage and erosion control measures, hauling controls, long-term maintenance obligations, limited construction hours, final inspection, and procedures for unanticipated cultural resource discoveries.

FISCAL IMPACT

None. The Town's fee schedule specifies that applicants bear the costs associated with processing their applications. Therefore, this project would have no fiscal impact on the Town.

CEQA COMPLIANCE

The project is categorically exempt under the California Environmental Quality Act (CEQA), pursuant to Guidelines Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures). The project would repair and stabilize a previously failed hillside and substantially restore the site to a stable topographic condition, with limited related improvements including a debris bench, an access/maintenance bench, drainage facilities, erosion control, and a low debris catchment wall. Further, there are no potential significant effects on the environment due to unusual circumstances.

ALTERNATIVES

1. Adopt the Resolution with modifications; or
2. Do not adopt the Resolution and provide direction to staff

NEXT STEPS

Upon adoption of the resolution, the project applicant will then submit grading plans to the Town's Engineering Department and Contra Costa County Grading Inspection Division for review to obtain permits and begin grading work on the site.

ATTACHMENTS

[Attachment A - TC Draft Resolution and Exhibit A](#)
[Attachment B - PC Resolution 03-2026 and Exhibit A](#)

**TOWN OF MORAGA
TOWN COUNCIL**

DRAFT RESOLUTION NO. XX-2026

Approving Grading Permit (GR-05-24) and Hillside Development Permit (HDP-05-24) for a Landslide Repair and Slope Stabilization on Predevelopment Average Slopes of 25% or Greater on Properties Owned by the Rancho Moraga Homeowners Association (APN 256-420-026), Woodminster Homeowners Association (APN: 256-100-026), and Moraga Place Owners Association (APN: 256-380-003)

WHEREAS, in 2017, there was a slope failure located on portions of three abutting common area properties owned and maintained by the Rancho Moraga Homeowners Association, Woodminster Homeowners Association, and the Moraga Place Owners Association; and

WHEREAS, on October 31, 2024, applications were filed for Grading and Hillside Development permits on said properties for approximately 5,200 cubic yards of earthwork on predevelopment average slopes of 25% or greater to remediate the slope; and

WHEREAS, on May 1, 2026, after several rounds of review, the application was deemed complete for processing; and

WHEREAS, Planning Commission public hearing notices were mailed to 243 property owners within a 300 foot radius of the project site on May 7, 2026, and posted on the project site, and at the Town offices, the Commons Park and the Hacienda de las Flores at least ten (10) days prior to the hearing date; and

WHEREAS, the Planning Commission held a public hearing on May 19, 2026, and recommended by a vote of six in favor and none opposed, with one Commissioner absent, that the Town Council approve the Grading Permit and Hillside Development Permit; and

WHEREAS, Town Council public hearing notices were mailed to 243 property owners within a 300 foot radius of the project site on May 29, 2026, and posted on the project site, and at the Town Offices, the Moraga Library, and the Hacienda De Las Flores at least ten (10) days prior to the hearing date.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Moraga finds the project is categorically exempt under CEQA Sections 15301 – Existing Facilities and 15303 – New Construction or Conversion of Small Structures. The project would repair and stabilize a previously failed hillside and substantially restore the site to a stable topographic condition, with limited related improvements consisting of a debris bench, access/maintenance bench, drainage facilities, erosion control, and a low debris catchment wall, and there are no potential significant effects on the environment due to unusual circumstances.

BE IT FURTHER RESOLVED that the Town Council makes the following findings with regard to the Grading and Hillside Development Permits:

SECTION 1: GRADING PERMIT

Pursuant to Moraga Municipal Code § 14.16.030, the grading is:

- 1. Consistent with the Town Design Guidelines;** In that the proposed grading remediation will result in contours closely following the site's natural topography, avoiding the creation of any sharp edges and curves. The new slopes will match the steepness of the surrounding natural terrain, consistent with Design Guidelines ID10-6. A Geotechnical Report for the Slope Repair was prepared by Haley & Aldrich, which was peer reviewed by the Town's geotechnical peer reviewer for this project, Geo-Engineering Solutions, Inc, who concurred with the report, finding that the "proposed landslide remediation design is consistent with currently accepted geotechnical design practice, and adequately incorporates the geological..."
- 2. Consistent with the regulations and restrictions of chapter 14.16;** The project proposes approximately 5,200 cubic yards of both cut and fill to achieve a cut/fill balance. Consistent with MMC Section 14.04.010, because grading will occur on predevelopment slopes of 25% or greater, the grading must be approved by the Town Council. The project has been designed to repair and stabilize the existing slope, closely recreating the natural contours of the land and is in accordance with the findings of MMC §14.16.030.
- 3. Not detrimental to public safety;** The project is not detrimental to public safety, as the purpose of the project is to minimize the potential for property damage to residential buildings and property adjacent to the landslide. A Geotechnical Report was prepared by Haley & Aldrich, which was peer reviewed by the Town's geotechnical peer reviewer, Geo-Engineered Solutions, Inc, who concurred with the report recommendations. The project plans have incorporated the recommendations of the geotechnical report.
- 4. Not detrimental to stormwater runoff;** The project will not be detrimental to stormwater runoff, as the proposed project improvements include the installation of drain pipes to collect stormwater and direct it off the hillside to a detention and inlet box which will connect to an existing concrete v-ditch.
- 5. Consistent with the requirements of Chapter 8.136 of this code.** The project is consistent with the requirements of Chapter 8.136 – Hillside Development, which sets forth the regulations for development of hillside land and the standards for issuance of a hillside development permit as discussed in Section 3 below for hillside findings.

6. **Natural contour grading;** The earthwork has been designed to substantially match the existing topography, with the addition of a debris catchment area at the top of the repair area, as well as an 8-foot-wide access bench and 6-foot-wide maintenance bench. These improvements are intended to provide maintenance equipment access from the roadway below to the debris catchment bench and the area behind the proposed debris catchment and deflection wall.
7. **Minimizes soil displacement;** The project proposes approximately 5,200 cubic yards (2,600 cubic yards of cut & 2,600 cubic yards of fill) of grading to repair and stabilize the hillside area. The purpose of the grading work is to achieve a cut and fill balance with little to no soil to be imported and exported from the site. This approach reduces off-site hauling and limits disturbance to the landslide repair footprint.
8. **Minimizes the use of retaining walls;** There will be a 104-foot-wide debris catchment wall built that will be 3-feet above finished grade on the maintenance bench side and a maximum of 4 feet above the finished grade on the down slope side. The debris catchment wall's purpose is to prevent any landslide debris that come down the hillside from causing damage to existing down slope residential structures. Its purpose and appearance is more similar to a fence than a retaining wall.
9. **The minimum amount of grading possible on the site;** The project proposes approximately 5,200 cubic yards of earthwork with a balanced cut-and-fill design, minimizing the need for substantial soil import or export. The grading is limited to the existing landslide repair footprint and is not intended to facilitate new development, create new building pads, or increase development intensity on the hillside. The proposed grading is narrowly tailored to repair and stabilize the existing landslide failure area.
10. **Not inconsistent with the General Plan;** The proposed grading would be on steeper slopes exceeding 25% and will have a finished repair slope inclination of 2:1, matching the contours of the surrounding hillside. The purpose of the grading is to remediate a slope failure that occurred across three common area parcels above residential buildings south of Via Barcelona. The project has been designed to minimize earthwork to that necessary to repair and restore the hillside to its pre landslide condition, largely restoring the natural topography, with modifications for a 6-foot-wide maintenance bench, 8-foot-wide access bench and debris catchment wall. The debris catchment wall is designed to function and appear more like a 4-foot-tall wall face with horizontal douglas fir planks, which will be compatible with the rural character of the natural hillside area. Consistent with the 2040 General Policy OSP-2.3, a Geotechnical Report prepared by Haley & Aldrich, was prepared for this project, which analyzed the site, work needing to occur, and provided recommendations for the design and concept of the slope stabilization.

SECTION 2: HILLSIDE DEVELOPMENT PERMIT

Pursuant to Moraga Municipal Code §8.136.050 the project is:

1. **Consistent with the General Plan, Municipal Code and Design Guidelines adopted by the Town Council.** The grading will maintain the natural contours of the land consistent with Design Guidelines ID 10.6. Consistent with the 2040 General Plan Policy OSP 2.3 for grading on predevelopment average slopes of 20% or greater, the applicant's geotechnical engineer prepared a geotechnical report, which was peer reviewed by the Town's geotechnical peer reviewer, who concurred with the project's recommendations.
2. **Designed to minimize visual impacts, protect scenic resources, and maintain Moraga's semi-rural feel to the greatest extent possible.** The project is located within an common area parcel hillside, which is not readily visible from outside of the Rancho Moraga residential development. The finished grade of the proposed work will be designed to closely follow the natural grade, substantially matching the property prior to the landslide, with the inclusion of a debris catchment area at the top of the repair area, an 8' wide access bench, an 6' wide maintenance bench, and a new 4' tall catchment and deflection wall that has been designed with horizontal wood boards on the face, and would appear similar to a fence.
3. **Protects biological, hydrological, and other environmental resources to the greatest extent possible.** The project is on a hillside area with no riparian habitat and surrounded by residential development. The project would repair an existing landslide and restore the topography closely to its previous state, with the inclusion of additional drainage as part of the repair work to minimize the chance of further landslides in this area.
4. **Designed and located to minimize exposure to landslides and other geologic hazards.** The purpose of the grading is to repair a landslide and install a debris catchment walls to avoid additional discharges of slide materials onto properties downslope residential properties. The applicant's geotechnical engineer prepared a site-specific geotechnical report which was peer reviewed by the Town's geotechnical peer reviewer, who concurred with the report's recommendations. The project will be conducted in accordance with the geotechnical recommendations as reflected in the project plans and site specific geotechnical report.
5. **Minimizes soil displacement and utilizes grading techniques that blend with natural slopes and achieve a natural appearance.** The project proposes up to 5,200 cubic yards (balanced cut/fill) of grading for the landslide repair and a slope stabilization with a finished 2:1 (horizontal to vertical) slope. The regraded slope has been designed to substantially restore the previous topography and align with the natural contours of the hillside on both sides of the project area.
6. **Will not be detrimental to the public health, safety, and welfare.** The purpose of the grading is to repair a landslide and stabilize the slope with a debris

catchment wall to minimize the potential for property damage to downslope residential properties. A geotechnical report was prepared by Haley & Aldrich, which was peer reviewed by the Town's geotechnical peer reviewer for this project, Geo-Engineered Solutions, Inc, who concurred with the report. The project plans have incorporated the recommendations of the geotechnical report.

BE IT FURTHER RESOLVED that, based on the findings and determinations set forth above, the Town Council of the Town of Moraga does hereby accept the Planning Commission recommendation and approve a Grading Permit and Hillside Development Permit for a landslide repair and slope stabilization on predevelopment average slopes of 25% or greater on properties owned by the Rancho Moraga Homeowners Association (APN: 256-420-026), Woodminster Homeowners Association (APN: 256-100-026), and Moraga Place Owners Association (APN: 256-380-003), subject to the conditions of approval attached hereto as Exhibit A and hereinafter incorporated by reference.

EXHIBIT A

CONDITIONS OF APPROVAL

Landslide Repair and Slope Stabilization Project

APNs: 256-420-026 (Rancho Moraga Homeowners Association), 256-100-026 (Woodminster Homeowners Association), and 256-380-003 (Moraga Place Owners Association)

Project Description:

The proposed project consists of remedial grading, drainage improvements, erosion control, access/maintenance improvements, and a new debris catchment wall. The principal components are:

- 1. Site preparation:** Clear and grub the repair area, then remove the existing temporary steel soldier beam and wood-lagging catchment wall at the end of the private roadway between 8 and 10 Via Barcelona.
- 2. Slope repair:** Excavate landslide debris to expose competent material, key the repair into competent bedrock, install a subdrain system, and place geogrid-reinforced engineered fill with available on-site materials.
- 3. Debris catchment bench:** Construct an approximately 25-foot-wide catchment bench near the top of the repair to intercept future debris from the remaining upslope slide material and soil raveling.
- 4. Drainage system:** Install subsurface drains, collector pipes, cleanouts, a drop inlet, and related drainage improvements to collect hillside runoff and convey it to an approved drainage facility.
- 5. Debris catchment wall:** Construct a 104-foot-long, approximately 4-foot-tall soldier-beam and wood-lagging debris catchment/deflection wall on the Moraga Place Owners Association parcel. The wall would include 14 drilled-pier/soldier-beam elements spaced at 8-foot intervals and would retain or deflect future debris flows away from downslope residential properties.
- 6. Access and maintenance:** Provide an 8-foot-wide access bench and a 6-foot-wide maintenance bench to allow equipment to reach the catchment bench and wall area for future inspection, maintenance, and debris removal.
- 7. Final slope condition:** Complete the repair with a finished slope of approximately 2:1 that closely matches the surrounding hillside contours, and hydroseed disturbed slopes using appropriate native species and erosion-control materials.

CONDITIONS OF APPROVAL:

General Conditions:

1. The permit plans for the project shall be in substantial conformance with the plans approved by the Town Council on June 10, 2026, through adoption of this resolution. Minor changes to the plans may be approved by the Planning Director. Any significant changes to the plans as determined by the Planning Director may require re-submittal to the Town Council. This approval shall be valid for two years from the Town Council's approval date. If construction is not commenced within two years of the Town Council's approval, the Grading Permit and Hillside Development approvals shall expire. The approvals may be renewed by the Planning Director for a maximum period of one additional year provided the applicant submits such a request in writing to the Planning Department showing good cause.
2. These conditions of approval shall be printed on the first or second sheet of each plan set submitted for a building permit pursuant to this approval, under the title 'Conditions of Approval.' Subsequent sheets may also be used if the first sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable. The applicant shall provide a written response to each condition and how it will be addressed by the applicant.
3. This approval and each condition contained herein shall be binding upon the applicant and any transfer or successor in interest.
4. The applicant shall ensure compliance with all conditions of approval listed herein. Failure to comply with any condition may result in construction being stopped, issuance of a citation, and/or modification or revocation of the approval.
5. The applicant shall apply for and pay all appropriate fees for building and grading permits, plan checks, and inspections.
6. The approved project shall comply with all applicable Town Ordinances as well as the regulations/requirements of all other jurisdictional government agencies.
7. Prior to issuance of the grading permit, the project geotechnical engineer shall review the retaining wall calculation package and provide a confirmation letter verifying that the design conforms to the geotechnical recommendations. The letter shall be submitted to the Town.
8. The applicant and/or property owner agree to defend, indemnify, and hold harmless the Town of Moraga, its agents, officers, council members, employees, boards, commissions, and Council from any and all claims, actions or proceedings brought against any of the foregoing individuals or entities, seeking to attack, set aside, void or annul any approval of the application or related decision, or the processing or adoption of any environmental documents or negative declarations which relate to

the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Town, its agents, officers, council members, employees, boards, commissions, and Council. If for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect. The Town of Moraga shall have the right to appear and defend its interest in any litigation arising from the approval of the application or any related decision through its Town Attorney or outside counsel selected by the Town Attorney. The applicant shall be required to reimburse the Town for attorney's fees incurred by the Town in connection with the litigation.

Public Works/Engineering Conditions:

- 9. Limited Land Development Application / Final Civil-Grading Review:** Prior to submittal to Contra Costa County for grading permit issuance, the applicant shall submit a Land Development application to the Town's Public Works/Engineering Department for final civil-grading review and approval by the Town Engineer. The Land Development submittal may be limited to materials necessary for review of the approved landslide repair, including final grading, drainage, erosion-control, slope-repair, debris catchment wall, access/maintenance bench, construction access/staging, and hauling plans, together with supporting calculations, reports, and responses to applicable conditions of approval as required by the Town Engineer. The final civil plans shall be generally consistent with the plans submitted for the project, except as modified by these conditions or as required by the Town Engineer.
- 10. County Grading and Building Permits:** The applicant shall obtain all required permits from Contra Costa County, including the required grading permit and any required building permit for the debris catchment wall or related structures. The grading permit shall be processed and issued by Contra Costa County following Town review and clearance of the final civil-grading plans. No grading, excavation, fill, drainage work, debris catchment wall construction, or other ground-disturbing activity shall begin until the required County permit(s) have been issued.
- 11. Substantial Conformance:** The work shall be constructed in substantial conformance with the approved Rancho Moraga landslide stabilization plans. Any material changes to grading limits, grading tie-ins, drainage facilities, slope repair design, debris catchment wall, access/maintenance bench, or erosion-control measures shall be approved by the Town Engineer prior to construction.
- 12. Notice of Construction Start:** The applicant shall notify the Town Engineer at least three business days prior to beginning grading work.

- 13. Geotechnical Recommendations and Final Certification:** The applicant shall implement the recommendations of the project geotechnical engineer and any applicable Town geotechnical peer-review comments. Prior to final approval or closeout, the applicant shall provide certification from the appropriate licensed professional(s) stating that the slope repair, grading, drainage, debris catchment, and related improvements were constructed in general conformance with the approved plans and applicable geotechnical recommendations.
- 14. Erosion and Sediment Control:** The applicant shall install and maintain erosion and sediment control measures throughout construction. Sediment, debris, wash water, concrete washout, or other construction pollutants shall not be allowed to enter drainage facilities, storm drains, or downstream properties.
- 15. Drainage Improvements:** All drainage improvements, including subdrains, collector pipes, cleanouts, ditch improvements, and related facilities, shall be constructed in accordance with the approved plans and shall remain accessible for future inspection and maintenance.
- 16. Hauling and Excess Materials:** Any excess soil, debris, unsuitable material, or construction waste shall be legally removed and disposed of by the applicant. If off-site hauling of more than 500 cubic yards of earthen material is proposed, the applicant shall obtain the required hauling permit prior to hauling.
- 17. Maintenance Responsibility:** The applicant and responsible HOA(s)/property owner(s) shall be responsible for the long-term maintenance, repair, and replacement of the completed slope stabilization, drainage, debris catchment, erosion-control, and access/maintenance improvements.

During Construction and/or Prior to Final Inspection:

- 18.** Construction activity shall be limited to between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction-related activity shall occur on weekends or Town observed holidays.
- 19.** Prior to final inspection, exposed slopes shall be hydroseeded with a mixture of native species indigenous to the geographic region including native perennial grasses. Highly invasive annuals often included in commercial erosion control mixes shall not be used.
- 20.** The Town shall conduct a final inspection to verify compliance with the approved plans.

Unanticipated Discovery of Cultural Resources:

21. If previously unidentified cultural resources are encountered during project implementation, avoid altering the materials and their stratigraphic context. A qualified professional archaeologist should be contacted to evaluate the situation. Project personnel should not collect cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, pestles, and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or abode foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old or privies.

END OF CONDITIONS

**TOWN OF MORAGA
PLANNING COMMISSION**

RESOLUTION NO. 03-2026

Recommendation that the Town Council Approve Grading Permit (GR-05-24) and Hillside Development Permit (HDP-05-24) for Landslide Repair and Slope Stabilization on Predevelopment Average Slopes of 25% or Greater on Properties Owned by the Rancho Moraga Homeowners Association (APN: 256-420-026), Woodminster Homeowners Association (APN: 256-100-026), and Moraga Place Owners Association (APN: 256-380-003)

WHEREAS, in 2017, as a result of slope failure located on portions of three abutting common area properties owned and maintained by the Rancho Moraga Homeowners Association, Woodminster Homeowners Association, and the Moraga Place Owners Association; and

WHEREAS, on October 31, 2024, applications were filed for Grading and Hillside Development permits on said properties for approximately 5,200 cubic yards of earthwork on predevelopment average slopes of 25% or greater to remediate the slope; and

WHEREAS, on May 1, 2026, after several rounds of review, the application was deemed complete for processing; and

WHEREAS, the proposed earthwork is substantially in conformance with the Town of Moraga Grading Ordinance (MMC Title 14), Hillside Development Permit (MMC §8.136) requirements, and General Plan; and

WHEREAS, Planning Commission public hearing notices were mailed to 243 property owners within a 300 foot radius of the project site on May 7, 2026, and posted on the project site, and at the Town offices, the Commons Park and the hacienda de las Flores at least ten (10) days prior to the hearing date; and

WHEREAS, the Planning Commission held a public hearing on May 19, 2026, and at that public hearing, at which time it considered all oral and documentary evidence presented, and incorporated all testimony and documents into the record by reference.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the Town of Moraga hereby makes the following findings and determinations pertaining to the project:

SECTION 1: CALIFORNIA ENVIRONMENTAL QUALITY ACT

The project is categorically exempt under the California Environmental Quality Act (CEQA), pursuant to Guidelines Sections 15301 (Existing Facilities) and 15303 (New Construction or Conversion of Small Structures). The project would repair and stabilize a previously failed hillside and substantially restore the site to a stable topographic condition, with limited

related improvements consisting of a debris bench, access/maintenance bench, drainage facilities, erosion control, and a low debris catchment wall.

SECTION 2: GRADING PERMIT

Pursuant to Moraga Municipal Code § 14.16.030, the grading is:

- 1. Consistent with the Town Design Guidelines;** In that the proposed grading remediation will result in contours closely following the site's natural topography, avoiding the creation of any sharp edges and curves. The new slopes will match the steepness of the surrounding natural terrain, consistent with Design Guidelines ID10-6. A Geotechnical Report for the Slope Repair was prepared by Haley & Aldrich, which was peer reviewed by the Town's geotechnical peer reviewer for this project, Geo-Engineering Solutions, Inc, who concurred with the report, finding that the "proposed landslide remediation design is consistent with currently accepted geotechnical design practice, and adequately incorporates the geological..."
- 2. Consistent with the regulations and restrictions of this chapter;** The project proposes approximately 5,200 cubic yards of both cut and fill to achieve a cut/fill balance. Consistent with MMC Section 14.04.023(C) because grading occurs on predevelopment slopes of 25% or greater, the Planning Commission must review and recommend to Town Council for approval. The project has been designed to repair and stabilize the existing slope, closely recreating the natural contours of the land and is in accordance with the findings of MMC §14.16.030.
- 3. Not detrimental to public safety;** The project is not detrimental to public safety, as the purpose of the project is to minimize the potential for property damage to residential buildings and property adjacent to the landslide. A Geotechnical Report was prepared by Haley & Aldrich, which was peer reviewed by the Town's geotechnical peer reviewer, Geo-Engineered Solutions, Inc, who concurred with the report recommendations. The project plans have incorporated the recommendations of the geotechnical report.
- 4. Not detrimental to stormwater runoff;** The project will not be detrimental to stormwater runoff, as the proposed project improvements includes the installation of drain pipes to collect stormwater and direct it off the hillside to a detention and inlet box which will connect to an existing concrete v-ditch.
- 5. Consistent with the requirements of Chapter 8.136 of this code.** The project is consistent with the requirements of Chapter 8.136 – Hillside Development, which sets forth the regulations for development of hillside land and the standards for issuance of a hillside development permit as discussed in Section 3 below for hillside findings.
- 6. Natural contour grading;** The earthwork has been designed to substantially match the existing topography, with the addition of a debris catchment area at the

top of the repair area, as well as an 8-foot-wide access bench and 6-foot-wide maintenance bench. These improvements are intended to provide maintenance equipment access from the roadway below to the debris catchment bench and the area behind the proposed debris catchment and deflection wall.

- 7. Minimizes soil displacement;** The project proposes approximately 5,200 cubic yards (2,600 cubic yards of cut & 2,600 cubic yards of fill) of grading to repair and stabilize the hillside area. The purpose of the grading work is to achieve a cut and fill balance with little to no soil to be imported and exported from the site. This approach reduces off-site hauling and limits disturbance to the landslide repair footprint.
- 8. Minimizes the use of retaining walls;** There will be a 104-foot-wide debris catchment wall built that will be 3-feet above finished grade on the maintenance bench side and a maximum of 4 feet above the finished grade on the down slope side. The debris catchment wall's purpose is to prevent any landslide debris that come down the hillside from causing damage to existing down slope residential structures. Its purpose and appearance is more similar to a fence than a retaining wall.
- 9. The minimum amount of grading possible on the site;** The project proposes approximately 5,200 cubic yards of earthwork with a balanced cut-and-fill design, minimizing the need for substantial soil import or export. The grading is limited to the existing landslide repair footprint and is not intended to facilitate new development, create new building pads, or increase development intensity on the hillside. The proposed grading is narrowly tailored to repair and stabilize the existing landslide failure area.
- 10. Not inconsistent with the General Plan;** The proposed grading would be on steeper slopes exceeding 25% and will have a finished repair slope inclination of 2:1, matching the contours of the surrounding hillside. The purpose of the grading is to remediate a slope failure that occurred across three common area parcels above residential buildings south of Via Barcelona. The project has been designed to minimize earthwork to that necessary to repair and restore the hillside to its pre landslide condition, largely restoring the natural topography, with modifications for a 6-foot-wide maintenance bench, 8-foot-wide access bench and debris catchment wall. The debris catchment wall is designed to function and appear more like a 4-foot-tall wall face with horizontal douglas fir planks, which will be compatible with the rural character of the natural hillside area. Consistent with the 2040 General Policy Policy OSP-2.3, a Geotechnical Report prepared by Haley & Aldrich, was prepared for this project, which analyzed the site, work needing to occur, and provided recommendations for the design and concept of the slope stabilization.

SECTION 3: HILLSIDE DEVELOPMENT PERMIT

Pursuant to Moraga Municipal Code §8.136.050 the project is:

1. **Consistent with the General Plan, Municipal Code and Design Guidelines adopted by the Town Council.** The grading will maintain the natural contours of the land consistent with Design Guidelines ID 10.6. Consistent with the 2040 General Plan Policy OSP 2.3 for grading on predevelopment average slopes of 20% or greater, the applicant's geotechnical engineer prepared a geotechnical report, which was peer reviewed by the Town's geotechnical peer reviewer, who concurred with the project's recommendations.
2. **Designed to minimize visual impacts, protect scenic resources, and maintain Moraga's semi-rural feel to the greatest extent possible.** The project is located within a common area parcel hillside, which is not readily visible from outside of the Rancho Moraga residential development. The finished grade of the proposed work will be designed to closely follow the natural grade, substantially matching the property prior to the landslide, with the inclusion of a debris catchment area at the top of the repair area, an 8' wide access bench, an 6' wide maintenance bench, and a new 4' tall catchment and deflection wall that has been designed with horizontal wood boards on the face, and would appear similar to a fence.
3. **Protects biological, hydrological, and other environmental resources to the greatest extent possible.** The project is on a hillside area with no riparian habitat and surrounded by residential development. The project would repair an existing landslide and restore the topography closely to its previous state, with the inclusion of additional drainage as part of the repair work to minimize the chance of further landslides in this area.
4. **Designed and located to minimize exposure to landslides and other geologic hazards.** The purpose of the grading is to repair a landslide and install a debris catchment walls to avoid additional discharges of slide materials onto properties downslope residential properties. The applicant's geotechnical engineer prepared a site-specific geotechnical report which was peer reviewed by the Town's geotechnical peer reviewer, who concurred with the report's recommendations. The project will be conducted in accordance with the geotechnical recommendations as reflected in the project plans and site specific geotechnical report.
5. **Minimizes soil displacement and utilizes grading techniques that blend with natural slopes and achieve a natural appearance.** The project proposes up to 5,200 cubic yards (balanced cut/fill) of grading for the landslide repair and a slope stabilization with a finished 2:1 (horizontal to vertical) slope. The regraded slope has been designed to substantially restore the previous topography and align with the natural contours of the hillside on both sides of the project area.
6. **Will not be detrimental to the public health, safety, and welfare.** The purpose of the grading is to repair a landslide and stabilize the slope with a debris catchment wall to minimize the potential for property damage to downslope residential properties. A geotechnical report was prepared by Haley & Aldrich, which was peer reviewed by the Town's geotechnical peer reviewer for this project,

Geo-Engineered Solutions, Inc, who concurred with the report. The project plans have incorporated the recommendations of the geotechnical report.

BE IT FURTHER RESOLVED that the Planning Commission of the Town of Moraga does hereby recommend that the Town Council approve a Grading Permit and Hillside Development Permit for landslide repair and slope stabilization on predevelopment average slopes of 25% or greater on properties owned by the Rancho Moraga Homeowners Association (APN: 256-420-026), Woodminster Homeowners Association (APN: 256-100-026), and Moraga Place Owners Association (APN: 256-380-003) based on the findings and determinations listed above and subject to the conditions of approval attached hereto as Exhibit A and hereinafter incorporated by reference.

PASSED AND ADOPTED by the Planning Commission of the Town of Moraga at a regular meeting held on May 19, 2026, by the following vote:

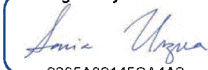
AYES: Chair Mapel, Vice Chair Bode, Commissioners Moore, Polsky, Rane and Weber

NOES:

ABSTAIN: Commissioner Helber

ABSENT:

ATTEST:

Signed by:

3385A86145CA4A2...
Sonia Urzua, Planning Director

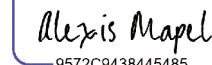
Signed by:

9572C9438445485...
Alexis Mapel, Chair

EXHIBIT A

CONDITIONS OF APPROVAL

Project Description:

The proposed project consists of remedial grading, drainage improvements, erosion control, access/maintenance improvements, and a new debris catchment wall. The principal components are:

1. **Site preparation:** Clear and grub the repair area, then remove the existing temporary steel soldier beam and wood-lagging catchment wall at the end of the private roadway between 8 and 10 Via Barcelona.
2. **Slope repair:** Excavate landslide debris to expose competent material, key the repair into competent bedrock, install a subdrain system, and place geogrid-reinforced engineered fill with available on-site materials.
3. **Debris catchment bench:** Construct an approximately 25-foot-wide catchment bench near the top of the repair to intercept future debris from the remaining upslope slide material and soil raveling.
4. **Drainage system:** Install subsurface drains, collector pipes, cleanouts, a drop inlet, and related drainage improvements to collect hillside runoff and convey it to an approved drainage facility.
5. **Debris catchment wall:** Construct a 104-foot-long, approximately 4-foot-tall soldier-beam and wood-lagging debris catchment/deflection wall on the Moraga Place Owners Association parcel. The wall would include 14 drilled-pier/soldier-beam elements spaced at 8-foot intervals and would retain or deflect future debris flows away from downslope residential properties.
6. **Access and maintenance:** Provide an 8-foot-wide access bench and a 6-foot-wide maintenance bench to allow equipment to reach the catchment bench and wall area for future inspection, maintenance, and debris removal.
7. **Final slope condition:** Complete the repair with a finished slope of approximately 2:1 that closely matches the surrounding hillside contours, and hydroseed disturbed slopes using appropriate native species and erosion-control materials.

CONDITIONS OF APPROVAL:

General Conditions:

1. The permit plans for the project shall be in substantial conformance with the plans recommended for approval by the Planning Commission on May 19, 2026, through adoption of this resolution. Minor changes to the plans may be approved by the Planning Director. Any significant changes to the plans as determined by the Planning Director may require re-submittal to the Town Council. This approval shall be valid for one year from the Town Council's approval date. If construction is not commenced within two years of the Town Council's approval, the Grading Permit and Hillside Development approvals shall expire. The approvals may be renewed by the Planning Director for a maximum period of one additional year provided the applicant submits such a request in writing to the Planning Department showing good cause.
2. These conditions of approval shall be printed on the first or second sheet of each plan set submitted for a building permit pursuant to this approval, under the title 'Conditions of Approval.' Subsequent sheets may also be used if the first sheet is not of sufficient size to list all of the conditions. The sheet(s) containing the conditions shall be the same size as those sheets containing the construction drawings; 8-1/2" by 11" sheets are not acceptable. The applicant shall provide a written response to each condition and how it will be addressed by the applicant.
3. This approval and each condition contained herein shall be binding upon the applicant and any transfer or successor in interest.
4. The applicant shall ensure compliance with all conditions of approval listed herein. Failure to comply with any condition may result in construction being stopped, issuance of a citation, and/or modification or revocation of the approval.
5. The applicant shall apply for and pay all appropriate fees for building and grading permits, plan checks, and inspections.
6. The approved project shall comply with all applicable Town Ordinances as well as the regulations/requirements of all other jurisdictional government agencies.
7. Prior to issuance of the grading permit, the project geotechnical engineer shall review the retaining wall calculation package and provide a confirmation letter verifying that the design conforms to the geotechnical recommendations. The letter shall be submitted to the Town.
8. The applicant and/or property owner agree to defend, indemnify, and hold harmless the Town of Moraga, its agents, officers, council members, employees, boards, commissions, and Council from any and all claims, actions or proceedings brought

against any of the foregoing individuals or entities, seeking to attack, set aside, void or annul any approval of the application or related decision, or the processing or adoption of any environmental documents or negative declarations which relate to the approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of or in connection with the approval of the application or related decision, whether or not there is concurrent, passive or active negligence on the part of the Town, its agents, officers, council members, employees, boards, commissions, and Council. If for any reason any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect. The Town of Moraga shall have the right to appear and defend its interest in any litigation arising from the approval of the application or any related decision through its Town Attorney or outside counsel selected by the Town Attorney. The applicant shall be required to reimburse the Town for attorney's fees incurred by the Town in connection with the litigation.

Public Works/Engineering Conditions:

9. **Limited Land Development Application / Final Civil-Grading Review:** Prior to submittal to Contra Costa County for grading permit issuance, the applicant shall submit a Land Development application to the Town's Public Works/Engineering Department for final civil-grading review and approval by the Town Engineer. The Land Development submittal may be limited to materials necessary for review of the approved landslide repair, including final grading, drainage, erosion-control, slope-repair, debris catchment wall, access/maintenance bench, construction access/staging, and hauling plans, together with supporting calculations, reports, and responses to applicable conditions of approval as required by the Town Engineer. The final civil plans shall be generally consistent with the plans submitted for the project, except as modified by these conditions or as required by the Town Engineer.
10. **County Grading and Building Permits:** The applicant shall obtain all required permits from Contra Costa County, including the required grading permit and any required building permit for the debris catchment wall or related structures. The grading permit shall be processed and issued by Contra Costa County following Town review and clearance of the final civil-grading plans. No grading, excavation, fill, drainage work, debris catchment wall construction, or other ground-disturbing activity shall begin until the required County permit(s) have been issued.
11. **Substantial Conformance:** The work shall be constructed in substantial conformance with the approved Rancho Moraga landslide stabilization plans. Any material changes to grading limits, grading tie-ins, drainage facilities, slope repair design, debris catchment wall, access/maintenance bench, or erosion-control measures shall be approved by the Town Engineer prior to construction.

12. **Notice of Construction Start:** The applicant shall notify the Town Engineer at least three business days prior to beginning grading work.
13. **Geotechnical Recommendations and Final Certification:** The applicant shall implement the recommendations of the project geotechnical engineer and any applicable Town geotechnical peer-review comments. Prior to final approval or closeout, the applicant shall provide certification from the appropriate licensed professional(s) stating that the slope repair, grading, drainage, debris catchment, and related improvements were constructed in general conformance with the approved plans and applicable geotechnical recommendations.
14. **Erosion and Sediment Control:** The applicant shall install and maintain erosion and sediment control measures throughout construction. Sediment, debris, wash water, concrete washout, or other construction pollutants shall not be allowed to enter drainage facilities, storm drains, or downstream properties.
15. **Drainage Improvements:** All drainage improvements, including subdrains, collector pipes, cleanouts, ditch improvements, and related facilities, shall be constructed in accordance with the approved plans and shall remain accessible for future inspection and maintenance.
16. **Hauling and Excess Materials:** Any excess soil, debris, unsuitable material, or construction waste shall be legally removed and disposed of by the applicant. If off-site hauling of more than 500 cubic yards of earthen material is proposed, the applicant shall obtain the required hauling permit prior to hauling.
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During Construction and/or Prior to Final Inspection:

18. Construction activity shall be limited to between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction-related activity shall occur on weekends or Town observed holidays.
19. Prior to final inspection, exposed slopes shall be hydroseeded with a mixture of native species indigenous to the geographic region including native perennial grasses. Highly invasive annuals often included in commercial erosion control mixes shall not be used.
20. The Town shall conduct a final inspection to verify compliance with the approved plans.

Unanticipated Discovery of Cultural Resources:

21. If unpreviously unidentified cultural resources are encountered during project implementation, avoid altering the materials and their stratigraphic context. A qualified professional archaeologist should be contacted to evaluate the situation. Project personnel should not collect cultural resources. Prehistoric resources include, but are not limited to, chert or obsidian flakes, projectile points, mortars, pestles, and dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or abode foundations or walls; structures and remains with square nails; and refuse deposits or bottle dumps, often located in old or privies.

END OF CONDITIONS



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Nate Levine, Public Works Director/Town Engineer
Subject: Contra Costa Clean Water Program Agreement (2026-2041)

RECOMMENDATION

Adopt a Resolution:

1. Approving the Amended and Restated Contra Costa Clean Water Program Agreement, effective July 1, 2026, through June 30, 2041; and
2. Authorizing the Town Manager to execute the Agreement on behalf of the Town of Moraga, including minor non-substantive revisions as approved by the Town Manager and Town Attorney.

BACKGROUND

The Town of Moraga is a co-permittee under the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP), NPDES Permit No. CAS612008, issued by the San Francisco Bay Regional Water Quality Control Board. The MRP requires the Town and other Contra Costa County jurisdictions to implement stormwater pollution prevention, source control, public information, municipal operations, development, inspection, and reporting requirements.

Since 1991, Contra Costa County, the Contra Costa County Flood Control and Water Conservation District, and the incorporated cities and towns in Contra Costa County have coordinated certain shared stormwater compliance activities through the Contra Costa Clean Water Program (CCCWP). This countywide approach allows the co-permittees to share technical resources, coordinate regional submittals, develop common guidance, conduct public outreach, and reduce duplication of effort.

DISCUSSION

Approval of the Amended and Restated CCCWP Program Agreement would allow the Town to

continue participating in the countywide program used to implement shared Municipal Regional Permit (MRP) obligations. The existing Program Agreement is being replaced with an amended and restated agreement effective July 1, 2026, which continues the CCCWP structure and establishes governance, cost-sharing, committee participation, contracting, staffing, and indemnification provisions for the next program period.

For Moraga, continued participation is important because the Town is a small municipality with limited in-house stormwater compliance staffing. CCCWP provides shared technical, administrative, regulatory, public education, reporting, monitoring, and consultant-support resources that would otherwise require direct Town staff time or separate Town-managed consultant contracts.

The primary benefit to the Town is the ability to share the cost and administration of complex stormwater permit compliance work with other Contra Costa County co-permittees. If the Town did not continue participating in CCCWP, Moraga would still be responsible for meeting applicable MRP requirements and would likely need additional staff time and consultant support to replace services currently coordinated through the shared Program.

Program Overview

- **Program activities.** The Agreement authorizes CCCWP to administer joint obligations under the MRP, including technical and administrative support, consultant contract administration, public information and participation, regional monitoring and studies, Annual Report coordination for group program elements, and guidance for municipal operations, development, construction, and inspection-related stormwater requirements.
- **Governance.** The Management Committee remains the decision-making body for the Program. Each co-permittee designates a representative and alternates, and the Management Committee is responsible for policy direction, approving group submittals, recommending contracts, and authorizing Program expenditures consistent with the Agreement.
- **Committee participation.** The Agreement establishes committee participation requirements based on jurisdiction population. Moraga is identified as a small municipality and is required to participate in the Management Committee and at least one subcommittee.
- **Cost allocation.** Program costs are apportioned among co-permittees based on a population-based cost-sharing formula. Stormwater Utility Area assessments and other available stormwater revenues may be used to offset the Town's share of eligible Program costs.
- **Term and withdrawal.** The Agreement remains in effect until terminated by written agreement of all co-permittees. An individual co-permittee may withdraw only after providing advance written notice, satisfying financial obligations, and obtaining confirmation of appropriate NPDES permit coverage from the Regional Water Quality Control Board.

FISCAL IMPACT

Approval of the Agreement does not create a new General Fund appropriation. The Town's adopted FY 2025-26 and FY 2026-27 Budget includes \$225,000 annually in NPDES Fund revenue and expenditures to support the Town's overall clean water and stormwater

compliance program, including local stormwater/drainage operations, related staff time, and contract services.

The full \$225,000 NPDES Fund amount is not paid to CCCWP or the County. Under the existing agreement, approximately \$60,500 is budgeted in FY 2025-26 for NPDES contract services. Under the new agreement and adopted FY 2026-27 Budget, approximately \$63,500 is budgeted for NPDES contract services. This is roughly \$3,000 more than the prior year and is reasonable given the continued regional compliance support, shared technical resources, public outreach, reporting coordination, and consultant-support services provided through CCCWP.

CEQA COMPLIANCE

The recommended action is not a project under the California Environmental Quality Act (CEQA) because it involves approval of an administrative agreement for continued participation in a regional stormwater compliance program and does not authorize any construction or other activity that would result in a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the action is not subject to CEQA pursuant to CEQA Guidelines section 15378.

ALTERNATIVES

1. Adopt the Resolution with modifications.
2. Do not adopt the Resolution and provide direction to staff.

NEXT STEPS

If approved, staff will coordinate with CCCWP to route the Agreement for signature via DocuSign and will continue to participate in the CCCWP Management Committee and applicable subcommittees, consistent with the Agreement.

ATTACHMENTS

[Attachment A - Draft Resolution - Agreement](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**AUTHORIZING THE TOWN MANAGER TO APPROVE AN AMENDED AND
RESTATED CONTRA COSTA CLEAN WATER PROGRAM AGREEMENT
EFFECTIVE JULY 1, 2026, THROUGH JUNE 30, 2041**

WHEREAS, the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008, issued by the San Francisco Bay Regional Water Quality Control Board (“Municipal Regional Permit”), requires the Town of Moraga, as a permittee, to implement best management practices and other control measures in order to control the discharge of pollutants through its municipal stormwater system;

WHEREAS, the cities of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek; the towns of Danville and Moraga; and the County of Contra Costa and Contra Costa County Flood Control and Water Conservation District (“Co-Permittees”) are joint permittees under the Municipal Regional Permit;

WHEREAS, the Co-Permittees have historically been parties to a joint program agreement to establish the “Contra Costa Clean Water Program” for the purpose of administering joint obligations under the Municipal Regional Permit on behalf of the Co-Permittees;

WHEREAS, the Co-Permittees desire to extend the joint program agreement by entering into an amended and restated agreement effective July 1, 2026, through June 30, 2041; and

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga hereby determines that:

Section 1. The Town Council hereby approves the Amended and Restated Contra Costa Clean Water Program Agreement (July 1, 2026 - June 30, 2041) attached hereto as Exhibit “A”.

Section 2. The Town Council hereby authorizes and directs the Town Manager to execute the Agreement on behalf of the Town.

EXHIBIT A

**AMENDED AND RESTATED
CONTRA COSTA CLEAN WATER
PROGRAM AGREEMENT
(July 1, 2026 – June 30, 2041)**

**Amended and Restated Contra Costa Clean Water
Program Agreement between
The Contra Costa County Flood Control
and Water Conservation District
and
Agencies Named Below**

THIS AMENDED AND RESTATED AGREEMENT ("Agreement") is jointly entered into by the Contra Costa County Flood Control and Water Conservation District ("District"); the cities of Antioch, Brentwood, Clayton, Concord, El Cerrito, Hercules, Lafayette, Martinez, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon, and Walnut Creek; the towns of Danville and Moraga; and, the County of Contra Costa (collectively, the "Parties" and individually each a "Party"; the Parties are sometimes referred to herein as "Co-Permittees" or individually as "Co-Permittee", and sometimes as "Agencies" or individually as "Agency"). This Agreement is entered into as of July 1, 2026 ("Effective Date").

RECITALS

A. The Parties are joint permittees under the Municipal Regional Stormwater National Pollutant Discharge Elimination System ("NPDES") Permit issued by the San Francisco Bay Regional Water Quality Control Board. NPDES Permit No. CAS612008 or an equivalent regional stormwater NPDES permit issued to the Parties is collectively referred to herein as the "Municipal Regional NPDES Permit." Under current law, each issuance of the Regional Municipal NPDES Permit is expected to expire five years from its effective date, but may be amended, revoked, or reissued before the expiration date, or administratively extended beyond the expiration date pending reissuance.

B. The cities, towns and County have previously entered into joint program agreements with the District. As set forth more particularly in Section B below, the Parties wish to extend the joint agreement until terminated by the written agreement of all Co-Permittees then Parties to this Agreement. The purpose of this Agreement is to amend and extend the prior agreement on the terms set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**A. Program Activities.**

In accordance with the management and organizational structure set forth herein, the Contra Costa Clean Water Program (“Program”) shall administer the joint obligations under the Regional Municipal NPDES Permit on behalf of the Parties and implement the activities jointly carried out pursuant to this Agreement by the Parties including, but not limited to, the following activities:

1. Provide the necessary administrative, technical, and clerical resources to implement all Program activities directed by the Management Committee in order to implement the Municipal Regional NPDES Permit. By way of example, this includes the development of an old industrial control measure plan pursuant to Provision C.11.c of the current Municipal Regional NPDES Permit. Administrative activities may include attending all Management Committee and sub-committee meetings, and preparing committee staff reports, minutes and/or summaries of committee actions.
2. Administer all consulting services contracts (technical, legal, public relations and associated services) including the coordination, invoicing, and monitoring of all such activities.
3. Represent the Program at federal, state, regional and local governmental, civic, professional, and political organizations and agencies.
4. Coordinate the yearly compilation of the Program’s (Group Program) Annual Reports for submittal to the appropriate Regional Water Quality Control Boards, but not the individual agencies’ annual reports under the Municipal Regional NPDES Permit. However, the Program will develop Municipal Regional NPDES Permit compliance plans for individual agencies.
5. Conduct monitoring activities, which may include the permitting, environmental review of, purchase, installation and testing of equipment at designated sites.
6. Ensure all regulatory fees and assessments collected by the Agencies and necessary to obtain and implement the Municipal Regional NPDES Permit are lawful, appropriate and, if so, paid.
7. Ensure adequate information is available to all Co-Permittees for implementation of a comprehensive stormwater management ordinance and its regulations in compliance with the Municipal Regional NPDES Permit.
8. Implement a comprehensive public information/participation program on behalf of all Co-Permittees. The Program will be responsible for developing independently or in cooperation with the Bay Area Municipal Stormwater Collaborative (“BAMSC”) original public information materials; and, Co-Permittees shall be responsible for reproducing and distributing these materials.
9. As part of the Program’s annual budgeting process, the Management Committee may fund the Program’s participation in special studies determined by the Program,

the Regional Water Quality Control Boards, BAMSC, California Stormwater Quality Association (CASQA), if any, or other appropriate entities. Such participation may include funding or in-kind services, such as Program representation on BAMSC as determined by the Management Committee.

10. Ensure adequate information is available for Co-Permittees to implement a comprehensive program for field inspection and investigation activities for unauthorized connections and illegal dumping.

11. Ensure adequate information is available for Co-Permittees to implement source controls, site design measures, and stormwater treatment and runoff control measures on new development and redevelopment projects, and to ensure ongoing operation and maintenance of post-construction stormwater management facilities.

12. Ensure adequate information is available for Co-Permittees to mitigate impacts to stormwater quality resulting from construction activities specifically focusing on proper site management; erosion control; sediment control; run-on and runoff control; non-stormwater management control; and, proper operation and maintenance of such construction site control best management practices ("BMPs").

13. Expend funds collected by assessments for the District's Stormwater Utility Areas Nos. 1 through 18 ("SUA") and other sources in accordance with applicable law and regulations and the Program's annual budget, as adopted by the Management Committee.

B. Termination.

This Agreement will remain in effect until terminated by the written agreement of all Co-Permittees then parties to this Agreement. Should any individual Co-Permittee desire to withdraw from the Program and terminate its obligations under this Agreement at any time, the following conditions must be met:

1. The Co-Permittee shall provide written notice to the Program Manager (as defined below) and Management Committee chairperson and vice chairperson of its intention to withdraw from the Program by no later than 5:00 p.m., of the December 31 immediately preceding the commencement of the following fiscal year (July 1 - June 30) before which it is seeking to terminate its obligations under this Agreement. To ensure an orderly transition, the withdrawing Co-Permittee shall also obtain written confirmation from the Regional Water Quality Control Board Executive Officer that such Co-Permittee has obtained or will obtain coverage under an NPDES Permit for its municipal stormwater discharges. A copy of the Executive Officer's written confirmation shall be provided to the Management Committee chairperson and vice chairperson along with the notice of withdrawal.

2. The Co-Permittee shall be committed to fulfill all of its financial obligations outlined in this Agreement through the end of the fiscal year (June 30) in which it submits its notice of withdrawal. Termination shall be effective as of 11:59 p.m. on June 30 of that fiscal year.

3. The Co-Permittee shall also fulfill all of its individual obligations for projects, studies, and other programs and activities undertaken on behalf of the Program or BAMSC through the duration of any such projects, studies, programs, and activities. The terminating Co-Permittee's obligations under this Section B.3. shall survive termination as to that Co-Permittee until the terminating Co-Permittee's obligations under this Section are fully satisfied.

4. In the event that a Co-Permittee does not fully fund its obligations under this Agreement from its SUA assessments or appropriate sufficient funds for any fiscal year beyond the 2026-2027 fiscal year, this Agreement shall cover payment for the Co-Permittee's financial obligations only to the conclusion of the last fiscal year in which the Co-Permittee appropriates sufficient funds. Thereafter, such Co-Permittee's financial obligations shall be automatically suspended, and the Co-Permittee shall receive no benefit arising out of this Agreement, until the Co-Permittee appropriates sufficient funding to meet its financial obligations in such fiscal year(s).

C. Management Committee.

1. The Management Committee ("MC") is the Program's decision-making body. It shall be responsible for setting policies, providing directions, approving contracts and agreements, approving group submittals to the Regional Water Quality Control Boards, authorizing expenditures, and advising on staffing in accordance with Section J below. Within five years following the effective date, and every five years thereafter, the Management Committee shall perform an evaluation of the Program and deliver a report to the Co-Permittees that includes the Management Committee's findings.

2. Each Co-Permittee's manager (i.e., city or town manager or county administrator) shall designate in writing and submit to the Program Manager, and chairperson or vice chairperson of the Management Committee, the Management Committee representative and alternate(s) for their jurisdiction. The designated Management Committee representative and alternate(s) may be identified by job classifications or as named individuals. The Co-Permittee's manager shall designate at least one (1) Management Committee representative and no less than two (2) alternate Management Committee representatives. The Management Committee representative or, in the absence of the representative, one alternative Management Committee representative, shall vote on behalf of their Agency at all Management Committee meetings. Each Co-Permittee shall have only one vote on the Management Committee, even if both the designated representative and an alternate(s) attend the same meeting. The voting decisions of the Management Committee representatives shall be binding upon their Agency, provided they are consistent with the delegations of authority contained in this agreement.

3. A Management Committee representative shall be an individual responsible for supervising or administering the stormwater management program for their appointing Agency. An alternate should, but need not, meet the foregoing criteria.

4. A Management Committee representative's term shall continue for the entire term of the Agreement unless changed by the Co-Permittee's manager by providing written notification to the Program Manager.

5. Any decision made by the Management Committee shall be binding upon all Co-Permittees, provided it is consistent with the delegations of authority in this Agreement. Except to the extent expressly set forth in this Agreement, nothing in this Agreement delegates legislative authority of any Agency or the discretion vested in each Agency's governing body. If the Management Committee acts in a manner inconsistent with the authority delegated by this Agreement, any such action shall not be binding upon any Agency unless approved or ratified by that Agency's governing body. This Agreement does not create a joint exercise of powers agency separate from the agencies, and the Contra Costa Clean Water Program is not a legal person that can enter into contracts or sue and be sued.

6. The Management Committee chairperson and vice chairperson shall be selected by a majority vote of the Management Committee members at each May Management Committee meeting and shall hold those offices beginning July 1 and ending June 30 of the following fiscal year.

D. Sub-committee Structures.

The following Program sub-committees are hereby established:

1. Administrative Committee ("AC") is a sub-committee responsible for administration, strategic planning, personnel, budget recommendations and conflict resolution.

2. Monitoring Committee ("MonCom") is a sub-committee responsible for water quality monitoring activities and coordination of associated special studies/projects. MonCom is responsible for overseeing the preparation of guidance on TMDL pollutant control programs, stormwater quality management programs, and for reviewing, researching, and making recommendations to the Management Committee on matters related to pollutant control and load-reduction planning, tracking, and reporting.

3. Development Committee ("DC") is a sub-committee responsible for preparing guidance and training on construction site stormwater quality management programs, post-construction stormwater quality management programs, and for reviewing, researching, and making recommendations to the Management Committee on matters related to land development activities.

4. Public Information/Participation Committee ("PIP") is a sub-committee responsible for development of stormwater pollution prevention materials and products, information dissemination, training, marketing and public outreach for the Program and to assist each Co-Permittee.

5. Municipal Operations Committee ("MOC") is a sub-committee responsible for development of guidance and training on stormwater pollution prevention activities for

municipal maintenance activities, commercial/industrial inspection programs, illicit discharge control activities, trash load reduction activities, and other municipal stormwater activities.

6. Select or Ad Hoc (“Ad Hoc”) Workgroups are established by the Management Committee as needed for a temporary period for the purposes of reviewing, researching and making recommendations to the Management Committee or a sub-committee on a permit compliance matter or a permit requirement covering multiple sub-committees (such as cost reporting, and asset management). Select or Ad Hoc Workgroups may act on behalf of the Management Committee or sub-committee if approved and directed by the Management Committee.

7. The Management Committee may amend the responsibilities of each sub-committee, dissolve a sub-committee, or add a new sub-committee.

8. Each Co-Permittee shall only be allowed one vote per sub-committee. Co-Permittees may participate in the discussions of any sub-committee. However, participants at sub-committee meetings, other than approved members, shall not be allowed to vote on any item under consideration.

9. The first order of business for each sub-committee at its June meeting is to choose a chairperson and vice chairperson, who will serve as chairperson and vice chairperson for the following fiscal year. The second order of business for each sub-committee at its June meeting is to establish the sub-committee’s work plan for the following fiscal year dealing with its goals, objectives, time lines and related items, consistent with the requirements in the Municipal Regional NPDES Permit. Upon preparation of the sub-committee’s work plan, it shall be provided to the Management Committee for review and approval.

E. Committee Membership.

1. For the purposes of this agreement, a “Small Municipality” is designated as having a population of less than 30,000, a “Medium Municipality” is designated as having a population of between 30,000 and 65,000; and a “Large Municipality” is designated as having a population of more than 65,000, based on population data from the State of California’s Department of Finance. Contra Costa County is deemed a “Large Municipality”. The population data published in January of each year will be used for determining each Co-Permittee’s designation for the following fiscal year. Refer to **Exhibit “A”** for the Committee membership designation as of the effective date of this Agreement.

2. Each Co-Permittee designated as a “Small Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representatives on one sub-committee.

3. Each Co-Permittee designated as a “Medium Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representative on two sub-committees.

4. Each Co-Permittee designated as a “Large Municipality” shall have one voting representative on the Management Committee and a minimum of one voting representative on three sub-committees as follows (except as stipulated in Section E.10. below):

- Administrative Committee
- Monitoring Committee
- Development Committee
- Public Information/Participation Committee
- Municipal Operations Committee, or
- BAMSC sub-committee duly recognized by the Management Committee

5. The District shall be a permanent member of the Administrative Committee, and it shall participate as a voting member on at least one additional sub-committee.

6. The Management Committee chairperson for any fiscal year shall also serve as chairperson of the Administrative Committee for that same fiscal year.

7. By the end of May of each fiscal year, the incoming Management Committee chairperson who will take office July 1, shall consult with all Co-Permittees and recommend membership on all sub-committees effective July 1 of the next fiscal year. Recommendations shall be considered and acted upon by the Management Committee at its May meeting. Sub-committee members shall be encouraged to rotate every two years.

8. Participation in any Ad Hoc Workgroup duly created by the Management Committee shall be voluntary.

9. Each of the following sub-committees shall have the following minimum number of members:

- | | |
|--|---|
| • Administrative Committee | 8 |
| • Monitoring Committee | 5 |
| • Development Committee | 5 |
| • Public Information/Participation Committee | 5 |
| • Municipal Operations Committee | 5 |

10. BAMSC Committee. Co-Permittees serving as voting members of any BAMSC sub-committee shall represent all Program Co-Permittees. Co-Permittees designated as voting members of a BAMSC subcommittee shall also participate on the Program’s sub-

committee that has similar or equivalent subject matter jurisdiction, as determined by the Management Committee to best serve the interests of the Program.

11. Administrative Committee. The Management Committee will select members for the Administrative Committee that enhance the Administrative Committee's manageability and overall effectiveness in attaining goals and objectives, taking into account factors that encourage awareness of matters affecting the Program. More specifically, the Administrative Committee shall consist of the following minimum membership and conditions, and shall generally follow the rotation guidelines contained in **Exhibit "B"**:

• Management Committee chairperson	1
• Flood Control District	1
• Large Municipality	2
• Medium Municipality	2
• Small Municipality	2
Total	8

a) The Management Committee chair may recommend additional members for the Administrative Committee pursuant to Section E.8. above.

b) In any fiscal year in which the Management Committee chairperson represents a municipality that is scheduled for membership on the Administrative Committee under the rotation guidelines in **Exhibit "B"**, then the Management Committee shall select another Co-Permittee for membership on the Administrative Committee from the municipality category from which the Management Committee chairperson represents. If the Management Committee chair represents the Flood Control District, then the Management Committee shall select another Co-Permittee from any of the three categories of municipalities.

c) For the duration of a Co-Permittee's term as the "Large Municipality" member serving on the Administrative Committee, that Co-Permittee shall also serve as the voting member of two additional sub-committees of their choice.

d) Administrative Committee voting membership can only be changed during the fiscal year by the Management Committee chairperson, provided the minimum membership per Section E.12. is maintained.

12. A quorum for each sub-committee shall consist of a majority of its voting members.

13. A sub-committee may adopt by-laws to govern its organizational structure and meetings, consistent with the terms of this Agreement.

F. Meeting Attendance

1. Program staff will take attendance at all meetings. Attendance at all Management Committee and sub-committee meetings shall be published in each meeting's minutes/summary and the Program's annual report provided to the Regional Water Quality Control Board.

2. Management Committee representatives and sub-committee members are expected to attend at least 80% of their regularly scheduled meetings. If a Management Committee representative or a sub-committee member misses two consecutive meetings, then Program staff shall contact the member of the committee to clarify the rules and understand the reason for the repeated absences. If absences continue, then the Management Committee may request that the Co-Permittee's manager appoint a new representative to the Management Committee or sub-committee, as the case may be.

G. Program Costs Participation and Allocation.

1. The program costs for Fiscal Year 2025-2026 were apportioned among the co-permittees as set forth in **Exhibit "C"**, attached hereto. In Fiscal Year 2026-2027, and in each fiscal year thereafter, all program costs for that fiscal year shall be apportioned among Co-Permittees proportionally based on each Co-Permittee's population as of January 1 immediately preceding the fiscal year, in relation to the total population of all Co-Permittees as of January 1 immediately preceding the fiscal year, calculated as follows:

$$[(\text{Co-permittee's population as of January 1}) / (\text{All co-permittee's population as of January 1})] \times 100 = \text{Percentage of Program Costs Apportioned to Co-Permittee ("Cost Sharing Formula")}$$

Population data will be based on data annually published by the State of California, Department of Finance, on January 1 immediately preceding the Fiscal Year for which the calculation is made. The population data published in January of the preceding year will be used to form the cost allocations of the following fiscal year.

2. The Management Committee shall annually prepare and approve a budget setting forth all anticipated Program costs and revenues for the following fiscal year.

3. Each Co-Permittee shall pay its share of the annual budget in accordance with the Cost Sharing Formula. If a Co-Permittee receives SUA assessments, then the District will apply lawfully collected SUAs to such Co-Permittee's share of the annual budget. District staff shall annually submit an invoice to each Co-Permittee for each fiscal year reflecting each Co-Permittee's Program costs no later than February 28th of each year (for the first SUA disbursement statement); June 30th (for the second SUA disbursement statement); and October 31st (for the third SUA disbursement statement). Upon receiving an invoice from the Program, each Co-Permittee shall pay its invoice to the District within sixty (60) days of the invoice's date.

4. A Co-Permittee will be delinquent if its invoiced payment is not received by the District within sixty (60) days after the invoice's date. The District will follow the procedure

listed below, or such other procedure that the Management Committee directs to effectuate payment: 1) verbally contact the Co-Permittee's manager; and 2) submit a formal letter from the Management Committee's chairperson to the Co-Permittee. If payment is not received within ninety (90) days of the invoice date, then the delinquent co-permittee may be subject to termination from this Agreement and withdrawal under Section B. Thereafter, the Cost Share Formula shall be revised to reflect the new Program membership and the Management Committee shall revise its budget and Program cost allocations in accordance with the Cost Sharing Formula to account for the delinquent Permittee's costs. A terminated Co-Permittee shall remain obligated to District for its delinquent payments and any other obligations incurred prior to the date of termination.

5. The Management Committee may suspend or modify the scope of work being performed by any contractor retained by the District whenever any Co-Permittee has not paid its invoice within ninety (90) days of the invoice date.

6. Any delinquent payments by a Co-Permittee shall accrue compound interest at the average rate of interest paid by the Local Agency Investment Fund during the time that the payment is delinquent.

H. Optional Services.

Additional services requested by a Co-Permittee to fulfill requirements of the Regional Municipal NPDES Permit may be provided by Program staff as long as the services minimally burden Program staffing and are approved by the Management Committee. Such requests shall be submitted in writing to the Management Committee and shall explain the services requested of Program staff or contractors. Such services shall be completely paid for by the requesting Co-Permittee at the fully burdened labor rate of the applicable Program staff, and the Program shall bear no financial responsibility for the requested services. Such services requested by a Co-Permittee may include consultant or contractor assistance involving a contract directly between the individual Co-Permittee and the District, at the District's discretion. The Program shall bear no financial responsibility for such contracts.

I. Contracting.

1. In accordance with the procedures set forth herein, and on behalf of the Program, the District shall enter into and administer all contracts for the Program and implementation of the Municipal Regional NPDES Permit. The District shall pay all contractors in a timely manner in accordance with the terms of the applicable contract.

2. Prior to the District entering into a contract or amending a contract on behalf of the Program, the Management Committee shall establish an independent selection committee as an Ad Hoc Workgroup pursuant to Section D.7. The independent selection committee may prepare an RFP, conduct interviews and take such other actions as requested by the Management Committee. The independent selection committee shall thereafter make a recommendation on a proposed contract and contractor to the Management Committee. Upon considering the independent selection committee's recommendation, the Management

Committee shall thereafter make a recommendation to the District, which shall have final approval authority over the contract and contractor.

3. Contracts may be entered into with a maximum term of five years, provided each contract must include either a termination for convenience clause, or a clause allowing termination for non-appropriation of funds. Contracts entered into for a period less than five years may be extended, based upon satisfactory performance, for a total contract term of five years.

4. For a contract scope of work designated as a “technical service” by the Management Committee, then the independent selection committee shall also consider responses from Co-Permittees who respond in writing and request to provide the requested technical service as part of an RFP process.

5. Notwithstanding anything to the contrary above, all contracting processes on behalf of the Program shall comply with the District’s procurement process.

6. If a Co-Permittee other than Contra Costa County or the District intends to contract on behalf of the Program, then a separate agreement between the District and such Co-Permittee shall be executed setting forth the terms of the Co-Permittee’s contracting role. The Management Committee shall review and approve such separate agreement.

J. Staffing.

1. The Program is not a legal entity capable of employing staff, suing or being sued, or entering into contracts, among other activities that only legal entities may perform. Program staff, including the Program Manager, are employees of Contra Costa County and/or the District, who are assigned to administer the Program. The Program Manager is the primary Contra Costa County employee assigned to manage the Program. In the event that Contra Costa County does not assign an employee to serve as the Program Manager and the Program Manager position is vacant, the Management Committee may recommend that the District contract with a qualified firm or public agency to perform the services of Program Manager until Contra Costa County appoints a Program Manager. The Management Committee may also request that the District contract for other Program services that are not performed by a Contra Costa County employee in accordance with Section I above.

2. To the extent requested by the District and/or Contra Costa County, the Management Committee shall annually advise the District and/or Contra Costa County regarding staff evaluations, job classifications and salary ranges. With respect to any Program staff who qualify as independent contractors, the Management Committee shall annually advise the District regarding the consultant’s satisfactory performance of their contractual obligations. The Administrative Committee shall advise the Management Committee on such evaluations.

3. The Management Committee shall negotiate an administrative overhead rate with any appropriate agency providing services to the Program.

4. Program staff shall provide a written record of all policies, rules and regulations duly adopted by the Management Committee.

5. Contra Costa County shall be responsible for all health and safety trainings and other certifications required by law for its employees; however, the Program may pay for Program staff training that relates to the Municipal Regional NPDES Permit.

K. Indemnification.

Each Party to this Agreement agrees to protect, indemnify and hold harmless the other parties and their officers, employees, contractors and volunteers from and against all claims, demands, liabilities, losses, expenses, and damages (collectively, "Liabilities") but only to the extent that the Liabilities arise out of or are connected with the negligence or willful misconduct of the indemnifying Party or any of its officers, employees, contractors, or volunteers while performing the indemnifying Party's obligations under this Agreement. This section shall survive and remain enforceable following the termination or expiration of this Agreement, or following any Party's withdrawal from this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

Dated: _____

**CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER
CONSERVATION DISTRICT:**

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF ANTIOCH

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF BRENTWOOD

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF CLAYTON

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

CITY OF CONCORD

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

Dated: _____

COUNTY OF CONTRA COSTA

By: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

TOWN OF DANVILLE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF EL CERRITO

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF HERCULES

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF LAFAYETTE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF MARTINEZ

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

TOWN OF MORAGA

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF OAKLEY

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF ORINDA

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF PINOLE

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF PITTSBURG

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF PLEASANT HILL

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF RICHMOND

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF SAN PABLO

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF SAN RAMON

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____
Attorney

Dated: _____

CITY OF WALNUT CREEK

By: _____

Its: _____

APPROVED AS TO FORM:

By: _____

Attorney

DRAFT

EXHIBIT "A"

CONTRA COSTA CLEAN WATER PROGRAM

(1) COMMITTEE MEMBERSHIP DESIGNATION
BEGINNING FY 2026-2027

Municipalities	Population (Based on 1/1/2024 Data)	Category ¹	Management Committee	Min. Number of Sub-Com- mittee(s) ²
Antioch	115,632	Large	x	3
Brentwood	64,811	Medium	x	2
Clayton	10,683	Small	x	1
Concord	121,513	Large	x	3
Contra Costa County ³	174,289	Large	x	3
CCC Flood Control District ³	0	Non-Population	x	1 ⁴
Danville	42,567	Medium	x	2
El Cerrito	25,700	Small	x	1
Hercules	26,063	Small	x	1
Lafayette	24,808	Small	x	1
Martinez	36,439	Medium	x	2
Moraga	16,784	Small	x	1
Oakley	45,736	Medium	x	2
Orinda	19,191	Small	x	1
Pinole	18,192	Small	x	1
Pittsburg	75,085	Large	x	3
Pleasant Hill	33,352	Medium	x	2
Richmond	112,735	Large	x	3
San Pablo	31,088	Medium	x	2
San Ramon	82,525	Large	x	3
Walnut Creek	69,433	Large	x	3

¹ Membership designation categories are determined by population size. Small Municipality has population under 30,000; Medium Municipality has population between 30,000 and 65,000; and Large Municipality has population larger than 65,000.

² Participation in the required minimum number of sub-committee(s) per fiscal year, in addition to mandatory Management Committee participation.

³ Contra Costa County and the Contra Costa County Flood Control and Water Conservation District are represented as one agency for this designation purpose.

⁴ Contra Costa County Flood Control and Water Conservation District is a standing member of the Administrative Committee.

EXHIBIT "B"

**CONTRA COSTA CLEAN WATER PROGRAM
ADMINISTRATIVE COMMITTEE
PARTICIPATION ROTATION GUIDELINE**

Municipalities by Size Designation & Geographic	FY 26/27	FY 27/28	FY 28/29	FY 29/30	FY 30/31	FY 31/32	FY 32/33
Countywide (All)							
Flood Control District	x	x	x	x	x	x	x
Appointed Management Chair							
Agency:	x	x	x	x	x	x	x
Large-Size Communities (population >65,000)							
All: Contra Costa County	x			x			
Central: Concord				x			x
Central: Walnut Creek		x			x		
East: Antioch			x				x
East: Pittsburg			x			x	
Lamorinda: San Ramon	x				x		
West: Richmond		x				x	
Medium-Size Communities (population 30,000-65,000)							
Central: Martinez		x			x		
Central: Pleasant Hill	x			x			x
East: Oakley			x			x	
East: Brentwood		x			x		
Lamorinda: Danville	x			x			x
West: San Pablo			x			x	
Small-Size Communities (population <30,000)							
Central: Clayton		x			x		
Lamorinda: Lafayette	x				x		
Lamorinda: Orinda				x			x
Lamorinda: Moraga		x				x	
West: Hercules	x			x			
West: El Cerrito			x			x	
West: Pinole			x				x

EXHIBIT "C"

CONTRA COSTA CLEAN WATER PROGRAM GROUP COSTS METHODOLOGY & ALLOCATION FOR FISCAL YEAR 2025/26					
City/County/State	January 1, 2023	January 1, 2024 ⁽¹⁾	Percent Change	Prorated % of Program ⁽²⁾	SUA Budget ⁽³⁾ Allocation
CONTRA COSTA COUNTY	1,145,274	1,146,626	0.12%		\$ 4,000,000
ANTIOCH	115,282	115,632	0.3	10.08%	\$ 403,382
BRENTWOOD	64,496	64,811	0.5	5.65%	\$ 226,093
CLAYTON	10,687	10,683	0.0	0.93%	\$ 37,268
CONCORD	121,663	121,513	-0.1	10.60%	\$ 423,898
DANVILLE	42,736	42,567	-0.4	3.71%	\$ 148,495
EL CERRITO	25,409	25,700	1.1	2.24%	\$ 89,654
HERCULES	26,202	26,063	-0.5	2.27%	\$ 90,921
LAFAYETTE	24,823	24,808	-0.1	2.16%	\$ 86,543
MARTINEZ	36,425	36,439	0.0	3.18%	\$ 127,117
MORAGA	16,858	16,784	-0.4	1.46%	\$ 58,551
OAKLEY	44,929	45,736	1.8	3.99%	\$ 159,550
ORINDA	19,231	19,191	-0.2	1.67%	\$ 66,948
PINOLE	18,278	18,192	-0.5	1.59%	\$ 63,463
PITTSBURG	74,736	75,085	0.5	6.55%	\$ 261,934
PLEASANT HILL	33,447	33,352	-0.3	2.91%	\$ 116,348
RICHMOND	113,122	112,735	-0.3	9.83%	\$ 393,276
SAN PABLO	31,163	31,088	-0.2	2.71%	\$ 108,450
SAN RAMON	82,754	82,525	-0.3	7.20%	\$ 287,888
WALNUT CREEK	69,010	69,433	0.6	6.06%	\$ 242,217
UNINCORP. COUNTY	174,023	174,289	0.2	15.20%	\$ 608,006
				100.00%	\$ 4,000,000

1. Population estimate based on State of California Department of Finance (E-1) City/County projections- January 1, 2025.
Figures are updated in May of each year.
2. Percentages based on prorata of population.
3. SUA funds allocated for budget purposes, which by policy is set at \$4M.



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Nate Levine, Public Works Director/Town Engineer
Subject: Contra Costa Clean Water Program Inspection Activities Agreement

RECOMMENDATION

Adopt a Resolution:

1. Approving the Contra Costa Clean Water Program Inspection Activities Agreement among the Town of Moraga, Central Contra Costa Sanitary District, and the Contra Costa County Flood Control and Water Conservation District; and
2. Authorizing the Town Manager to execute the Agreement on behalf of the Town of Moraga.

BACKGROUND

The Town of Moraga is a co-permittee under the Municipal Regional Stormwater National Pollutant Discharge Elimination System Permit (MRP), NPDES Permit No. CAS612008, issued by the San Francisco Bay Regional Water Quality Control Board. Among other requirements, the MRP requires municipal permittees to conduct certain commercial and industrial site control inspections and illicit discharge control activities to help prevent pollutants and non-stormwater discharges from entering the municipal separate storm sewer system.

The Town has participated in a shared commercial and industrial stormwater inspection and illicit discharge control program for many years. Under the prior structure, the Contra Costa County Flood Control and Water Conservation District administered the program and, on behalf of participating jurisdictions, entered into agreements with sanitation agencies to perform stormwater-related inspection services. For Moraga, these services have historically been provided through the regional inspection program, including Central Contra Costa Sanitary District (Central San).

DISCUSSION

Approval of the Inspection Activities Agreement would allow the Town to continue using Central San as the inspection agency for applicable MS4 inspections required under MRP Provision C.4, Commercial and Industrial Site Controls, and Provision C.5, Illicit Discharge Detection and Elimination. The shared model is efficient because Central San already conducts wastewater-related inspections at certain commercial and industrial facilities and can coordinate stormwater inspection activities with that existing regulatory work. Under the Agreement, Central San would perform inspections, investigations, reporting, corrective orders, and related activities for regulated facilities, while the Town retains its own enforcement authority and may provide direction regarding enforcement actions when appropriate.

The Agreement continues a long-standing inspection structure rather than creating a new Town program. The Town Council previously authorized participation through amendments to the Stormwater Utility Area Agreement, including the 2009 Second Amendment for commercial/industrial stormwater inspection services and the 2013 Third Amendment, which authorized an amended and restated inspection agreement. The proposed Agreement updates that structure as a three-party agreement among the Contra Costa County Flood Control and Water Conservation District, Central San, and the Town of Moraga. Under the Agreement, the District administers the program and reimburses Central San for authorized inspection costs; Central San performs inspections and maintains inspection records; and the Town provides staff contacts, direction on enforcement matters, and cooperation necessary to carry out the Agreement.

Without the shared inspection agreement, the Town would remain responsible for applicable MRP inspection obligations and would need to perform the work either directly with Town staff or by retaining separate inspection support. Staff recommends approval because that approach would likely require additional staff time, technical expertise, and administrative resources.

FISCAL IMPACT

Approval of the Agreement does not create a new General Fund appropriation or require a new direct payment from the Town to Central San. The inspection program is covered through the Town's existing Stormwater Utility Area/NPDES funding structure, which is administered by the Contra Costa County Flood Control and Water Conservation District.

Under the Agreement, Central San submits quarterly invoices to the District for authorized inspection services, and the District reimburses Central San. The Town's share is based on the approved annual inspection program budget and inspection activity levels. Historical records show that the inspection program budget was \$7,509 for an annual target of 16 inspections. Current inspection costs will depend on the approved annual budget and number and type of inspections performed, but are expected to remain funded through the existing Stormwater Utility Area/NPDES structure.

CEQA COMPLIANCE

The recommended action is not a project under the California Environmental Quality Act (CEQA) because it involves approval of an administrative agreement for inspection services to support regulatory compliance and does not authorize construction or any other activity that would result in a direct or reasonably foreseeable indirect physical change in the environment. Therefore, the action is not subject to CEQA pursuant to CEQA Guidelines section 15378.

ALTERNATIVES

1. Adopt the Resolution with modifications.
2. Do not adopt the Resolution and provide direction to staff.

NEXT STEPS

If approved, staff will coordinate with CCCWP, the Contra Costa County Flood Control and Water Conservation District, and Central San to finalize and route the Agreement for signature. Staff will also continue to coordinate the annual inspection budget review, inspection priorities, and required Town contact information, consistent with the Agreement.

ATTACHMENTS

[Attachment A - Draft Resolution - Inspection Activities Agreement](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. __-2026

**AUTHORIZING THE TOWN MANAGER TO APPROVE AN AGREEMENT
WITH THE CENTRAL CONTRA COSTA SANITARY DISTRICT AND THE
CONTRA COSTA FLOOD CONTROL AND WATER CONSERVATION
DISTRICT AND THE TOWN OF MORAGA FOR THE INSPECTION OF
CERTAIN INDUSTRIAL AND COMMERCIAL BUSINESSES IN
ACCORDANCE WITH THE MUNICIPAL REGIONAL PERMIT**

WHEREAS, the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008 (“Municipal Regional Permit”) requires the Town of Moraga (Town), as a permittee, to conduct inspections of certain industrial and commercial businesses as part of its municipal stormwater program;

WHEREAS, the Central Contra Costa Sanitary District (“Inspection Agency”) also conducts inspections of certain industrial and commercial businesses as part of its wastewater regulatory obligations;

WHEREAS, efficiencies can be achieved by having Inspection Agency conduct stormwater inspections on behalf of Town concurrently with Inspection Agency’s wastewater inspections, which benefits the Town and its regulated businesses;

WHEREAS, the Contra Costa Flood Control and Water Conservation District (“District”) provides administrative support and funding for the inspections;

WHEREAS, the District, the Inspection Agency, and Town have been coordinating inspections in a similar manner since 2009; and

WHEREAS, the Town Council desires to continue the inspection program with the District and the Inspection Agency under a new agreement among the three parties.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga hereby determines that:

1. The City/Town Council hereby approves the Contra Costa Clean Water Program Inspection Activities Agreement between the District, the Inspection Agency, and the City/Town attached hereto as Exhibit A.
2. The City/Town Council hereby authorizes and directs the Town Manager/Mayor to execute the Agreement on behalf of the Town.

EXHIBIT A

**CONTRA COSTA CLEAN WATER PROGRAM
INSPECTION ACTIVITIES AGREEMENT
AMONG
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION
DISTRICT,
CENTRAL CONTRA COSTA SANITARY DISTRICT,
AND THE TOWN MORAGA**

This Contra Costa Clean Water Program Inspection Activities Agreement ("Agreement"), is entered into as of _____, 2026 ("Effective Date"), by and among the Contra Costa County Flood Control and Water Conservation District ("District"), the Central Contra Costa Sanitary District ("Inspection Agency"), and the Town of Moraga ("Town"). The District, the Inspection Agency, and the City are sometimes referred to herein together as the "Parties," and each individually as a "Party."

RECITALS

- A. The County of Contra Costa ("County"), the District, and the 19 incorporated cities and towns in the County have joined together to form the Contra Costa Clean Water Program (the "Program"), pursuant to the Contra Costa Clean Water Program Agreement, dated July 1, 2010, and as amended from time to time (the "Program Agreement"). The parties to the Program Agreement are the County, the District, and the cities of Antioch, Brentwood, Clayton, Concord, Danville, El Cerrito, Hercules, Lafayette, Martinez, Moraga, Oakley, Orinda, Pinole, Pittsburg, Pleasant Hill, Richmond, San Pablo, San Ramon and Walnut Creek (the "Program Members").
- B. Through the Program, the Program Members jointly implement some of their obligations under the Municipal Regional Stormwater NPDES Permit, NPDES Permit No. CAS612008, as may be amended or re-issued from time to time ("Municipal Regional Permit"). The San Francisco Regional Water Quality Control Board ("Regional Board") most recently re-issued the Municipal Regional Permit on May 11, 2022.
- C. District provides administrative support services to the Program, including collecting and distributing funds that pay for Program responsibilities under the Municipal Regional Permit.
- D. The Municipal Regional Permit requires Program Members, which operate municipal separate storm sewer systems (MS4s), to effectively prohibit the discharge of non-stormwater into storm drain systems and watercourses.
- E. Among other things, the Municipal Regional Permit requires the Program Members to conduct inspections of certain industrial and commercial businesses, as specified in Provision C.4 of the Municipal Regional Permit, and illicit discharge control activities, as specified in Provision C.5. of the Municipal Regional Permit, as those provisions may be amended from time to time in the Municipal Regional Permit (collectively, the "MS4 Inspections"). MS4 Inspections include, but are not limited, to inspection, investigation, reporting, and related obligations under the Municipal Regional Permit and as further directed by District.

- F. The Municipal Regional Permit directs Program Members to effectively prohibit all non-stormwater discharges (i.e., materials other than stormwater) into municipal storm drains and creeks; conduct inspections of industrial and commercial stormwater facilities; control illicit discharges by conducting field surveys of the storm drainage conveyance system and identifying and eliminating the sources of non-stormwater discharges; and prohibit illicit connections and discharges resulting from inappropriate or illegal processes, activities, or housekeeping practices. The MS4 Inspections, carried out by the Inspection Agency on behalf of the City, further the City's compliance with the Municipal Regional Permit.
- G. Independent of City's obligations under the Municipal Regional Permit, Inspection Agency also conducts inspections of certain industrial and commercial businesses as part of its wastewater regulatory obligations ("Wastewater Inspections"). District, Inspection Agency, and City believe that efficiencies can be achieved by having Inspection Agency conduct MS4 Inspections on behalf of City concurrently with Inspection Agency's Wastewater Inspections, which benefit the Parties and regulated businesses. Inspection Agency desires to provide MS4 Inspections on behalf of the City under the terms set forth herein
- H. District, Inspection Agency, and City, as well as the other Program Members and sanitation districts previously entered into a prior inspection agreement dated October 26, 2009 ("2009 Agreement"). This Agreement supersedes and replaces the 2009 Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties to this Agreement agree as follows:

1. Term. The term of this Agreement begins on the Effective Date, and this Agreement shall remain in effect until it is terminated pursuant to Section 2 below. Commencing on the Effective Date, the 2009 Agreement is terminated and superseded by this Agreement and is no longer of any force or effect.

2. Termination.

A. **Inspection Agency Termination.** Inspection Agency, at its sole discretion, may terminate this Agreement by giving written notice to District and City at least 180 days prior to the effective date of the termination.

B. **District Termination.** District, at its sole discretion, may terminate this Agreement by giving written notice to Inspection Agency and City at least 180 days prior to the effective date of the termination. Notwithstanding the foregoing, District may terminate this Agreement by giving written notice to Inspection Agency and City at least 30 days prior to the effective date of the termination if City is in breach of the Stormwater Utility Area Agreement described in Section 3.

C. **City Termination.** City, at its sole discretion, may terminate this Agreement by giving written notice to Inspection Agency and District at least 90 days prior to the effective date of the termination. Alternatively, City may temporarily suspend receiving MS4 Inspections by Inspection Agency pursuant to this Agreement, at its sole discretion, upon giving the District

and Inspection Agency at least 90 days written notice. In the event that City suspends receiving MS4 Inspections, such suspension shall not affect enforcement activities relating to any MS4 Inspection initiated prior to the suspension. Inspection Agency shall be compensated for such work.

D. **Mutual Termination.** This Agreement may be terminated by mutual written agreement of the District, Inspection Agency, and City.

E. **Effect of Termination.** Upon the effective date of any termination of this Agreement, Inspection Agency shall cease performing MS4 Inspections. District shall compensate Inspection Agency for all services performed prior to such effective date in accordance with Section 8. If the Inspection Agency is in default upon the effective date of any termination of this Agreement, then District shall compensate Inspection Agency for services not affected by the default. Inspection Agency and City shall meet and confer about responsibility for any previously initiated code enforcement actions or reports that are then in the process of being drafted. Inspection Agency shall continue to prosecute such actions and prepare such reports until City assumes responsibility. Inspection Agency shall be compensated for such work.

3. **Stormwater Utility Area Agreement.** City has executed a separate Stormwater Utility Area Agreement with the District that, among other things, provides for the invoicing from, and payment to, Inspection Agency for MS4 Inspection costs on behalf of City.

4. **Responsibilities of Inspection Agency.** On behalf of City, Inspection Agency will perform all the following services in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Conduct MS4 Inspections, including illicit discharge control inspection activities, of industrial and commercial facilities and the exterior of residential properties to determine the regulated facility's compliance with the Municipal Regional Permit and applicable law. MS4 Inspections may have an educational component, as directed by District. The location and frequency (i.e., bi-annual, annual, semi-annual, etc.) of an inspection, investigation, or educational effort shall be at the direction of District, as approved by the City, and shall take place between 7:30 a.m. and 4:00 p.m. Pacific Standard Time, Monday through Friday, excluding holidays ("Normal Working Hours").

B. Perform MS4 Inspections outside of Normal Working Hours if mutually agreed to by District, City, and Inspection Agency or if directed by District due to an emergency. In the event of an emergency, Inspection Agency will be compensated for any applicable overtime pay actually incurred by Inspection Agency.

C. Prepare inspection and investigation reports for each MS4 Inspection.

D. Issue notices of violation, warning notices, and compliance orders (collectively, "Corrective Orders") to owners or operators of regulated facilities on behalf of City where Inspection Agency determines that violations or potential violations of the Municipal Regional Permit or applicable laws or regulations have occurred or may occur. City hereby delegates to Inspection Agency authority to issue Corrective Orders on its behalf in connection with MS4 Inspections. For the avoidance of doubt, City retains the authority to issue Corrective Orders, provided such Corrective Orders are not duplicative of Corrective Orders issued by Inspection Agency. Inspection Agency has developed, or shall develop, a standardized approach to recommending and documenting corrective actions taken by operators of regulated facilities in order to address a Corrective Order issued by Inspection Agency. Inspection Agency shall

promptly notify City and District's representatives identified in Section 7 of any Corrective Order issued by Inspection Agency, by email at the address below, by the close of the business day following the date of issuance.

E. Inspection Agency will cooperate with City if City elects to utilize its civil or criminal code enforcement authority to address a Corrective Order directly with the owner or operator of a regulated facility. Such cooperation includes documentation of violations, preparation of documents for use in complaints and at hearings, and assistance in hearing preparation (i.e., preparing declarations, interviews with legal counsel, etc.) and presentation (i.e., provision of witness testimony as requested). If Inspection Agency's performance of such enforcement services would result in an unreasonable expenditure of resources, then Inspection Agency will notify City and District, and Inspection Agency's further involvement in such enforcement services shall be agreed upon by the Parties.

F. At the Direction of City, Inspection Agency will also refer Corrective Orders and related investigations and reports to appropriate enforcing entities, such as the District Attorney.

G. Retain all records relating to inspection activities and completed investigations through the latest of: the term of this Agreement, three years in accordance with City's retention schedule, or the retention period set forth in the Municipal Regional Permit, whichever is longer, as evidence of City's compliance with the Municipal Regional Permit. These records shall become property of City upon termination of this Agreement, at which time Inspection Agency shall promptly deliver them to City. These records shall be made available for inspection by City or District during normal business hours.

H. Train, supervise and manage its staff and contractors necessary to conduct MS4 Inspections in a consistent and lawful manner.

I. Provide advice and comments to District regarding District's preparation of educational materials for distribution to owners and operators of regulated facilities and the public. Inspection Agency shall also provide advice and comments to District regarding the Contra Costa County Green Business Program, as requested by District.

J. Provide comments to City and District regarding ordinances and policies necessary to conduct MS4 Inspections and carry out enforcement activities.

K. Purchase, operate, and maintain, at Inspection Agency's own cost, all equipment necessary to conduct MS4 Inspections. Such capital and maintenance costs may be invoiced to District pursuant to Section 8 of this Agreement if the equipment is solely intended for MS4 Inspections and not Wastewater Inspections.

L. Provide quarterly reports to District, which describe all MS4 Inspections and Corrective Orders during the prior quarter, concurrently with the quarterly invoices specified in Section 8.C below. The final report of the fiscal year (fourth quarter) will include a status report to City of Corrective Orders initiated by Inspection Agency by owner or operator name. The final report will also include a hard or electronic copy of the Inspection Agency's databases of regulated facilities.

M. Utilize reasonable efforts to conduct MS4 Inspections fairly and in a uniform manner.

N. In accordance with Section 8.D below, provide an annual fiscal year budget to District that estimates the cost of performing the MS4 Inspections and other requirements of this Section 4 (“Annual Budget”).

5. Responsibilities of District. District will perform the following services in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Recommend revisions to City’s ordinances and regulations, as may be necessary, to allow Inspection Agency to lawfully perform MS4 Inspections and issue Corrective Orders.

B. Authorize and prioritize inspections and investigations, with direction from City and Inspection Agency.

C. Provide timely input on the scope of the next fiscal year’s MS4 Inspections during Inspection Agency’s budget process and approve Inspection Agency’s Annual Budget in accordance with Section 8.D.

D. Reimburse Inspection Agency for authorized costs in accordance with Section 8.

E. Recommend remedial actions to City and Inspection Agency in order to correct an owner or operator’s violation of the Municipal Regional Permit or other applicable laws.

F. Provide educational materials for distribution to owners and operators of regulated facilities and the public.

G. Provide comments to Inspection Agency regarding the format of MS4 Inspections, Corrective Orders, and reports.

H. Perform other responsibilities as agreed to in writing between the District, Inspection Agency, and City.

I. Notify City of issues affecting its compliance with the Municipal Regional Permit in a timely manner.

J. Provide City with quarterly reports regarding MS4 Inspections and budget summaries.

6. Responsibilities of City. City will perform the following obligations in accordance with the Municipal Regional Permit and applicable laws and regulations:

A. Provide Inspection Agency with a current roster, and future updates to that roster, of employees responsible for carrying out the stormwater program and related enforcement activities, including phone numbers and email addresses.

B. In accordance with Section 4.E., provide direction to Inspection Agency regarding enforcement actions.

C. Cooperate with City and District to carry out their respective obligations under this Agreement.

7. **Agency Representative.** Each Party shall designate in writing to each other an MS4 Inspections program coordinator and an alternate coordinator. The purpose of designating an MS4 Inspections program coordinator is to facilitate communication between the Parties. Each Party shall direct matters such as complaints, claims, legal challenges, and other disputes regarding the MS4 Inspections to its MS4 Inspections program coordinator who will transmit the matter to the District for resolution.

8. **Financial.**

A. District shall reimburse Inspection Agency for all authorized expenditures in furtherance of its obligations under Section 4 above, including the Inspection Agency's actual costs for performing inspections and related administrative activities. The costs eligible for reimbursement include, but are not necessarily limited to, labor, benefits, overhead, supplies, equipment, vehicle, laboratory, consultant, and legal fees and costs. However, Inspection Agency, as practicable, shall promptly notify the District if it believes that legal costs will be incurred in connection with the MS4 Inspections or Corrective Orders so that the Parties may reach an agreement regarding the cost of legal services, if desired. Inspection Agency shall not mark up any costs it incurs in providing any of the required services in the invoice.

B. Inspection Agency's labor costs shall be itemized at base cost per individual for time spent plus an overhead multiplier for benefits, administrative overhead, supplies, equipment and insurance. Inspection Agency's overhead multiplier for the following fiscal year shall be submitted to the District as part of Inspection Agency's Annual Budget and approved by District annually.

C. Inspection Agency shall submit quarterly invoices to the District for services performed under Section 4 of this Agreement. Each invoice shall include an itemized accounting of the total cost of all services performed under Section 4. Inspection Agency shall submit each quarterly invoice according to the following schedule for each fiscal year (each July 1-June 30): (i) First Quarter (July 1-Sept. 30) – by October 31; (ii) Second Quarter (Oct. 1-Dec. 31) – by January 31; (iii) Third Quarter (Jan. 1-Mar. 31) – by April 30; and (iv) Fourth Quarter (Apr. 1-June 30) – by July 31. District will pay each undisputed invoice within 45 days of receipt. In the event that District disputes the amounts stated on any invoice, within 30 days District shall submit to Inspection Agency a written notice of dispute and the basis for the dispute. The Parties shall endeavor to resolve any such disputes within a reasonable time after District's receipt of a notice of dispute. Any dispute that is not resolved within five (5) business days shall be referred to the Parties' respective managers for resolution.

D. Prior to the beginning of each fiscal year, District shall approve Inspection Agency's Annual Budget. City shall also review and approve the Annual Budget prior to District's final approval. Discussions for the annual budget shall begin in January prior to the upcoming fiscal year. Inspection Agency shall submit its Annual Budget by March 31st of each year and District shall act on such Annual Budget by April 30th of each year. If District does not approve the Inspection Agency's budget by April 30th, then Inspection Agency may terminate this Agreement in accordance with Section 2.B., except that such termination shall take effect as of July 1st of such year. Inspection Agency shall not exceed its City and District-approved written Annual Budget without first obtaining advance written approval of City and District.

9. **Insurance.** During the term of this Agreement, Inspection Agency shall carry insurance in the amounts, and in accordance with the provisions, set forth in Exhibit A.

10. **Indemnification.**

A. District Indemnity. District shall indemnify, defend and hold harmless Inspection Agency and City and each of them and their elected officials, officers, directors, agents, and employees from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, consequential damages, liabilities, and expenses (collectively "Claims") that arise out of or relate to the District's willful misconduct or the negligent acts, errors or omissions of the District in the performance of this Agreement, except that City shall be solely liable for any fines resulting from its sole violations of the Municipal Regional Permit.

B. Inspection Agency Indemnity. Inspection Agency shall indemnify, defend and hold harmless District and City, and their respective elected officials, officers, directors, agents and employees from and against all Claims that arise out of or relate to Inspection Agency's willful misconduct or the negligent acts or errors or omissions in the performance of its obligations under this Agreement, inclusive of Claims involving search and seizure without required warrants (except in those situations where Inspection Agency has reasonably relied on City's determination or representation as to whether a warrant is required), and trespassing (except in those situations where Inspection Agency has reasonably relied on City's representation as to whether consent has been obtained), except that City shall be solely liable for any fines resulting from its violations of the Municipal Regional Permit.

C. City Indemnity. City shall indemnify, defend and hold harmless the Inspection Agency and District and each of them and their officers, directors, agents, and employees from and against all Claims that arise out of or relate to the City's willful misconduct or the negligent acts, errors or omissions of the City in the performance of this Agreement. City shall also indemnify, defend and hold harmless Inspection Agency, and their respective officers, directors, agents, and employees from and against all Claims which are not covered by Section 10.B, inclusive of those that are based on the constitutionality or legality of the MS4 Inspection program and the rules and regulations it is intended to enforce, inverse condemnation claims and petitions for writ of mandate.

D. Survival. The obligations in this Section 10 shall survive the termination or expiration of this Agreement.

11. Notices. Notices required or permitted under this Agreement shall be in writing and personally delivered, sent by overnight carrier with delivery charges prepaid for next day delivery, or sent by First Class U.S. Mail with postage prepaid, and addressed as follows:

If to District, to: Contra Costa County Flood Control And Water Conservation District

If to Inspection Agency, to: Central Contra Costa Sanitary District

If to Town, to: Town of Moraga

A notice shall be deemed given on the same day it is personally delivered, on the business day following the date it is deposited with an overnight carrier for next day delivery, and on the third day after the postmark date if it is sent by First Class U.S. Mail. A courtesy copy of any

notice may be sent concurrently by email, but emailing a courtesy copy of any notice does not substitute for providing notice in accordance with this section. A Party may change its address for notices by providing written notice to the other Parties in accordance with this section at least five days before the new address becomes effective.

12. Dispute Resolution. In the event of a dispute arising under this Agreement, the Parties may jointly agree to submit the dispute to mediation before an agreed-upon mediator. If the Parties cannot agree to a mediator within 30 days after a Party makes a written request for mediation to the other Parties, a mediator may be selected by petition of any Party to the Superior Court of the County of Contra Costa. Each Party shall be responsible for paying a proportional share of the fees and expenses incurred in connection with any mediation. Each Party shall pay its own costs, expenses, and attorney's fees incurred in connection with any mediation under this section.

13. Audits. During the term of this Agreement, and for three years following its expiration or termination, in order to make audits each Party shall have the right to access any other Party's books, documents, papers, and other records related to the performance of this Agreement. If any Party requests copies of another Party's records pertinent to the performance of this Agreement, copies of those records shall be delivered to the requesting Party within 30 days following a request for such records. The requirements of this Section shall survive for three years following the expiration or termination of this Agreement.

14. Amendments. This Agreement may only be amended by written mutual agreement of all Parties hereto.

15. Governing Law. This Agreement is made and will be performed in the State of California, County of Contra Costa, and is governed by California law.

16. Severability. If any one or more of the terms, provisions, promises, covenants, or conditions of this Agreement are, to any extent, adjudged invalid, unenforceable, void, or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, priorities, covenants, and conditions of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent permitted by law.

17. Assignment. No Party may assign any of its right, title, or interest under this Agreement without the prior written consent of the other Parties hereto. Any purported assignment of any Party's rights under this Agreement without the prior written consent of the other Parties shall be deemed void and without effect.

18. Entire Agreement: Construction. This Agreement contains the entire agreement among the Parties and all prior understandings or agreements, oral or written, regarding this matter are superseded. The section headings and captions of this Agreement are, and the arrangement of this Agreement is, for the sole convenience of the Parties to this Agreement. The section headings, captions, and arrangement of this Agreement do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if all Parties have prepared it. The Parties to this Agreement and their attorneys have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement. The recitals of this Agreement are, and shall be enforceable as, a part of this Agreement.

19. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

20. Waiver. A waiver of breach of any covenant or provision in this Agreement shall not be deemed a waiver of breach of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as pf the Effective Date first written above.

**CONTRA COSTA COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT**

Name: _____
Title: _____

CENTRAL CONTRA COSTA SANITARY DISTRICT

Name: _____
Title: _____

TOWN OF MORAGA

Name: _____
Title: _____

EXHIBIT A INSURANCE REQUIREMENTS

Inspection Agency shall procure and maintain at its sole cost for the duration of this Agreement the following insurance:

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:
 - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).
 - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
 - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
 - (4) Errors and omissions/Professional liability insurance for all design professionals such as architects, landscape architects or engineers.
- b. Minimum Limits of Insurance. Inspection Agency shall maintain policy limits of no less than:
 - (1) General Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be double the combined single limit, with completed operations coverage.
 - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
 - (4) Errors and Omissions/Professional Liability: \$1,000,000 per claim and annual aggregate. If Inspection Agency maintains higher limits than the minimum required by this Agreement, the City requires and shall be entitled to coverage for the higher limits maintained by the Inspection Agency.
- c. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or Inspection Agency shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d. Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:
 - (1) General Liability and Automobile Liability Coverage.

(a) The City, its officers, officials, employees, agents and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Inspection Agency; products and completed operations of Inspection Agency; premises owned, occupied or used by Inspection Agency; or automobiles owned, leased or borrowed by Inspection Agency. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

(b) Inspection Agency's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Inspection Agency's insurance and shall not contribute with it.

(c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

(d) Inspection Agency's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Inspection Agency for the City.

(3) Errors and Omissions/Professional Liability Coverage. Inspection Agency's insurance shall include minimum Extended Reporting Period Coverage of three years.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A: VII.

f. Verification of Coverage. Inspection Agency shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete certified copies of all required insurance policies, at any time.



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Mackenzie Brady, Parks and Recreation Director
Subject: Parks, Recreation, and Open Space Master Plan Update

RECOMMENDATION

Receive staff update on the Parks, Recreation, and Open Space (PROS) Master Plan and approved proposed schedule of future meetings.

BACKGROUND

On June 25, 2025, Town Council selected Wallace Roberts & Todd (WRT) to work with Town staff to prepare a Parks, Recreation, and Open Space (PROS) Master Plan to identify future development and funding opportunities.

The overall consultant team includes WRT, Group 4 Architecture, PROS Consulting, and Environmental Science Associates (ESA). Over the past year, the PROS Master Plan process has included a comprehensive community outreach effort over the past year. Community outreach and engagement efforts conducted to date have included numerous pop-up events and activities during Fall 2025, including:

- Pear and Wine Festival – September 27, 2025
- St. Mary's College Parent Weekend – October 3, 2025
- St. Mary's College Athletes Community Service Activities – October 4, 2025
- Moraga Library Book Sale – October 4, 2025
- Moraga-Orinda Fire District Pancake Breakfast – October 11, 2025
- Moraga Farmers Market – October 19, 2025
- Not So Creepy Commons – October 24, 2025

The same survey used during the pop-up events was also distributed through a link included on the back cover of the Winter/Spring 2026 Activity Guide, which was mailed to all Moraga households.

Targeted focus groups were also conducted with a broad range of stakeholders, including:

- Youth and Families
- Schools and Higher Education
- Seniors
- Environmental and Open Space Stakeholders
- Business and Event Stakeholders
- Sports Organizations
- Long-Term Residents and Parents
- Other Recreation Providers
- Art in Public Spaces Commission
- Moraga Parks and Recreation Commission

A statistically valid survey was conducted in December 2025 and January 2026 using a randomized household sampling methodology. The mailing was intentionally delayed until after the holiday season to help maximize response rates. Survey packets were mailed to 3,000 randomly selected Moraga households, and respondents could complete the survey either by mail or online. Online responses were validated against the original random sample addresses to ensure only selected households were included in the statistically valid dataset. The consultant's goal was to obtain at least 400 completed surveys, and 415 valid responses were ultimately collected, resulting in a reported precision level of approximately +/- 4.6% at a 95% confidence interval.

Additional public meetings and engagement opportunities utilizing the feedback received by that point have included:

- Joint Town Council and Parks & Recreation Commission meeting – March 25, 2026
- Community Workshop ("Moraga Plays: Park Social") – May 1, 2026

Based on the number of completed "passports" collected during the event, approximately 328 community members participated in the May 1 workshop, a number the consultant says is considerable.

The community survey includes the information presented at the May 1 workshop and launched after this event. It was set to close at the end of May, but due to the community response of wanting the opportunity to give more outreach, it will remain open through June 12, 2026, at www.moragaplays.com. Hard copies of the survey are also available at the Hacienda office for those preferring a paper format. As of this report, 122 online responses and 2 hard-copy responses have been received.

In addition to workshop and survey responses, approximately 15 written email comments have also been received and are being incorporated into the engagement summary and analysis.

While the survey remains open, the consultant team has continued documenting and synthesizing input received to date and has begun drafting initial sections of the PROS Master Plan, including the introduction, community profile, and summaries of community engagement and existing conditions analysis.

DISCUSSION

Following the May 1, 2026 workshop and subsequent community discussions, staff received a number of recurring questions and comments related to:

- Community outreach and transparency
- Survey methodology and representativeness
- Preliminary concepts shown during the workshop
- Community center concepts and potential locations
- Pear orchard preservation
- Dog-related amenities and off-leash uses
- Parking, traffic, and neighborhood compatibility concerns
- Recreation priorities and unmet needs
- Potential partnerships and implementation considerations

Transparency and Public Engagement

Staff acknowledges that some community members have expressed concerns regarding transparency, visibility, and the ability to easily follow the evolution of the PROS Master Plan process over time. At the same time, Town staff and the consultant team have conducted extensive outreach and engagement efforts throughout the process, including:

- 7 pop-up outreach events with an accompanying online survey with same information;
- 10 focus groups with a wide range of stakeholders;
- 1 statistically valid survey that received 415 responses;
- Joint Town Council/Parks & Recreation Commission meeting on March 25, 2026;
- 1 community workshop on May 1;
- Several Parks and Recreation Commission meeting updates starting in 2024;
- Social media outreach;
- Website updates; and
- Online and hard-copy surveys

The PROS Master Plan process has also been discussed during multiple Parks & Recreation Commission meetings over the past year through publicly posted agendas and meeting materials.

The workshop concepts developed by the consultant team were based on cumulative community input and analysis gathered through:

- Fall 2025 outreach events;
- Stakeholder focus groups;
- Statistically valid survey results;
- Existing conditions analysis;
- Recreation trends;
- Prior planning documents; and
- Earlier community feedback received throughout the process

The workshop concepts were intended to serve as preliminary discussion tools to help test opportunities, identify concerns, and gather additional community feedback prior to development of draft recommendations. The concepts were not intended to represent approved projects, predetermined recommendations, or final decisions.

Additional Community Workshop Discussion

Following the May 1, 2026 workshop, staff discussed the possibility of conducting an additional community workshop with the consultant team in response to community feedback.

The consultant team noted that conducting an additional workshop prior to July 4 would not provide sufficient time to meaningfully refine recommendations and would likely result in largely reusing the same content presented during the May 1 workshop. While such a workshop could still provide value as an additional engagement opportunity, the consultant team indicated it may be more beneficial to hold a second workshop later in the process.

The consultant team advised that waiting until late July or August would allow additional time to refine and update content and could provide an opportunity to test preliminary draft recommendations with the community. However, the consultant team also noted that conducting an additional workshop would likely push the final Master Plan adoption into January or February 2027 due to the already compressed project schedule. In addition, Town Council is on recess for the second meeting of July and during August, 2026.

The consultant team estimated that an additional community workshop would cost approximately \$10,000, consistent with the cost of the first workshop. While some materials could be reused, the consultant team indicated those savings would likely be offset by additional facilitation, schedule extensions, and processing and analysis of additional public input. The consultant team also noted that community engagement efforts to date have already exceeded initial expectations and cost due in part to the strong turnout and participation at the May 1, 2026 workshop.

The PROS Master Plan is a long-range planning document. Any future capital project identified in the plan would still require separate public review, environmental analysis as appropriate, funding approval, and Town Council authorization before implementation.

Proposed Schedule: June 8, 2026 to November 18, 2026

Based on the feedback provided to date, staff recommends the following project schedule as of June 4, 2026:

1. Parks & Recreation Commission Meeting — June 8, 2026

- PROS Master Plan Update Agenda Item
 - Staff update (no consultant)
 - Allow for public input
 - No action items/informational only
 - Meeting will be livestreamed

2. PROS Master Plan Community Survey Concludes — June 12, 2026

3. Town Council Meeting — June 24, 2026

- PROS Master Plan Update Agenda Item
 - Presentation by WRT consultant & Town staff
 - Allow for public input
 - No action items/informational only
 - Meeting will be livestreamed

4. Consultant and Town Staff Develop Draft Recommendations — July/August, 2026

5. Joint Town Council and Parks & Recreation Commission Meeting — September 9, 2026

- PROS Master Plan Update Agenda Item
 - Presentation by WRT consultant & Town staff
 - Summary of findings and preliminary recommendations
 - Allow for public comments
 - No action items/informational only

6. Parks & Recreation Commission Meeting — Mid-October or early November, 2026

- Draft PROS Master Plan Agenda Item
 - Presentation by WRT consultant and Town staff
 - Allow for public comments
 - Request for feedback from Commission

7. Town Council Meeting — November 18, 2026

- Proposed PROS Master Plan Agenda Item
 - Presentation by WRT consultant and Town staff
 - Allow for public comments
 - Request for Town Council review and approval of PROS Master Plan

FISCAL IMPACT

There is no direct fiscal impact associated with receiving this informational update.

The PROS Master Plan itself does not allocate funding or authorize capital improvement projects. Any future project recommendations identified within the Master Plan will require separate evaluation, environmental review as appropriate, funding identification, public outreach, and Town Council authorization prior to implementation.

CEQA COMPLIANCE

The recommended action is not a project under the California Environmental Quality Act (CEQA). Therefore, the action is not subject to CEQA pursuant to CEQA Guidelines section 15378.

ALTERNATIVES

1. Make no changes and stay on the current timeline approved by Town Council on June 25, 2025; or
2. Direct staff and the consultant team to conduct an additional community workshop prior to development of the draft recommendations and determine meeting date. Note that this option will likely push the Master Plan approval date out into early 2027, and would require an additional cost increase of up to \$10,000; or
3. Provide alternative direction to staff and the consultant team with respect to the proposed project schedule.

NEXT STEPS

Follow the proposed schedule articulated above.

ATTACHMENTS

[Addendum - Public Comments Received Prior to Meeting](#)



TOWN OF MORAGA
TOWN COUNCIL MEETING
June 10, 2026

Addendum(s) to Published Agenda

9: Department Reports

9A: Receive staff update on the Parks, Recreation, and Open Space (PROS) Master Plan and approved proposed schedule of future meetings

Updates Include:

- Public Communication Received prior to meeting (*cutoff 2 hours prior to start of meeting*)



Outlook

Recreational Plan Input

From Julie Stagg <jnoble@me.com>

Date Tue 6/9/2026 9:30 AM

To Town Clerk <townclerk@moraga.ca.us>

[You don't often get email from jnoble@me.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

I love Moraga for its hills and its pastoral, historical beauty. I don't support the proposed recreational plan changes. Please get more input from Moraga residents.

Thank you.

Julie Stagg



Requesting a Town Hall/Workshop for the Recreational Master Plan

From JANET DOBBS <dobbsjanet@sbcglobal.net>

Date Mon 6/8/2026 7:27 PM

To Town Clerk <townclerk@moraga.ca.us>

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Hello,

Please forward to all Town Council members.

It is imperative to actively involve residents in the creation of the Recreational Master Plan. A Town Hall or series of workshops involving residents is necessary.

Thank you,
Janet Dobbs



Inadequate planning process for Rancho Laguna Park

From Cyndi Berck <cyndi.berck@gmail.com>

Date Mon 6/8/2026 11:47 AM

To Town Clerk <townclerk@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <Imaglio@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; recdesk@moraga.ca <recdesk@moraga.ca>; Scott Mitnick <smitnick@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>

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Honorable Council and Commission Members:

PLEASE FORWARD EMAIL TO ALL PARKS COMMISSION MEMBERS AND ENTER INTO PUBLIC RECORD FOR BOTH JUNE 8 COMMISSION MEETING AND JUNE 10 COUNCIL MEETING

As a Moraga resident and Rancho Laguna Park user, I have personal opinions in favor of the status quo at the park. As a professional with experience in public policy consulting and the use of research results, I have questions and concerns about the process.

Did the consulting firm visit the park at any time, including during early evening hours, when it is very thoroughly utilized, not only by dog owners but by also by walkers, seniors, and families? Were any "pop up" events held at RLP, especially during the aforementioned hours? Were any focus or discussion groups held among CURRENT RLP users"

Does a survey return rate of about 400 out of 3000 surveys seem adequate to the consulting staff? To what extent does the limited return rate, or the demographics of attendees at "pop up" events, reflect sample selection bias? To what extent do these biases tilt toward certain respondent profiles? **In particular, was any effort undertaken to ensure representation of CURRENT RLP users during this survey process?**

You may direct your responses to me. I will ensure that they are made available to neighbors and users of RLP, in particular those of us who live and vote in Moraga.

Thank you.

Cyndi Spindell Berck, MPP, JD
154 Miramonte Drive
Moraga, CA 94556
510 847 5871



Meeting item 9A (Parks and Recreation Master Plan)

From Brent Meyers <bpmeyerscomcast@icloud.com>

Date Sun 6/7/2026 1:59 PM

To Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>

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Councilmembers,

On the Master Plan Update you are receiving (item 9A), I believe the potential/additional outreach and resident participation mentioned in the staff report would be incredibly helpful. A slight delay and modest price tag are well worth properly & fully engaging residents for participation and buy-in.

While surveys and a variety of outreach and input-gathering efforts already have occurred, it's become quite clear that this initiative (along with its associated/potential directions) is news to many.

One thing that always seems to occur with resident input activities the Town conducts is that the events frequently seem to limit themselves either to a highly-curated group or to a self-selecting group. Neither of those tend to be representative of the town at large.

But more importantly, we are all aware of the recent level of concern regarding the Master Plan's visibility and process. The plan is a big deal. It's a time consuming and expensive endeavor. The recommendations similarly will be time consuming and expensive.

Residents should be informed, feel informed, be engaged, and feel engaged.

Many do not.

The desire and need for additional input/influence during this stage is clear.

Please enable it.

Thank you,



Rancho Laguna Park

From Lynne Collins <lynnecollins2@icloud.com>

Date Thu 6/4/2026 7:33 PM

To Public Comment <publiccomment@moraga.ca.us>

[You don't often get email from lynnecollins2@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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To the town manager,

We have lived across from Rancho Laguna Park for 25 years and have watched as it has been developed in many ways. Now it is used by a wide variety of people at all times of the day and sometimes at night as well. Please refrain from developing it further with pickle ball courts or as a playing field. It is a rural park with great grass for dogs and kids to use. The paved walk around the park is perfect for everyone especially those older folks who use walkers. We use it almost daily.

Please put our recommendations in the record. Please leave the park as it is.

Respectfully,

Jim & Lynne Collins

8 Quail Xing

Moraga

Sent from my iPhone



Re: Rancho Laguna Park

From erika goldman <earlyoolong@gmail.com>

Date Thu 6/4/2026 4:50 PM

To Cyndi Berck <cyndi.berck@gmail.com>

Cc Public Comment <publiccomment@moraga.ca.us>; lisalaw13@gmail.com <lisalaw13@gmail.com>

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Dear Town Council Members, Mayor, and Parks Commission:

I am writing in regard to the 'Master Plan' for Moraga Parks. There are many reasons to leave Rancho Laguna Park as it is. Please consider the following.

We are in a phase of cultural development where everything is prescribed for us. This means with regard to at a country club we golf, swim, play tennis, and eat drink and whatnot. At the commons we have bocce, par course, frisbee golf, volleyball, skating, playgrounds and a bandstand. We have 3 elementary schools and a middle school and a high school with large fields and recreation areas to be used by the students during school hours, and perhaps expanded and maintained after hours for private companies to partner with the school districts to proliferate positive outcomes for all physical activities.

Around the world, we see gardens and open spaces which are left so intentionally. Our human nature needs this also. A place that is contained yet, undefined, so we can safely allow something miraculous to emerge!

When we allow ourselves to rest and play in open spaces with the nature that we all love here in Moraga, and commune with our neighbors and pets (dogs, in this case) we gain nourishment and restore connection to something bigger than ourselves and reinforce interconnection with people that we would otherwise not meet in our other prescribed places.

These are significant factors that impact our quality of life. Please consider that a large, beautiful, dog friendly spot is important to the health and welfare of this community.

Thank you for reading.

Respectfully,

Erika Masak-Goldman LMFT

MFC36795

AF-EMDR Parnell Institute Faculty

Approved Consultant and Facilitator

(510) 469-4691

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On Thu, Jun 4, 2026 at 3:23 PM Cyndi Berck <cyndi.berck@gmail.com> wrote:

Dear Town Council Members, Mayor, and Parks Commission:

I write in the strongest opposition to the changes to Rancho Laguna Park that are proposed in the ill-considered "master plan." Unfortunately, I will be out of town during the June 24 Town Council and June 8 Parks and Rec meetings.

RLP is a treasured natural area, away from the traffic noise of St. Mary's Road and Moraga Road. Its character would be entirely changed - for the worse - by the proposed development. Pickleball in a nature area?

During off leash hours, RLP serves far more than dogs. It is a strong community that includes seniors and young families. Seniors, in particular, count on this lovely outdoor space to socialize. In fact, this community was one of the factors I took into account when deciding where to downsize as a senior - a decisive factor!

Moraga is not Orinda or Lafayette. It is quiet and semi-rural. The current physical configuration and uses of the park, including off-leash hours, are part of Moraga's character.

Please be assured that I and other community members will be showing up at meetings to preserve this important resource, and will make our opinions known during elections.

Respectfully,

Cyndi Spindell Berck

[154 Miramonte Drive](#)

[Moraga, CA 94556](#)

(510) 847-5871



Rancho Laguna Park

From Laura Koob <lauraykoob@gmail.com>

Date Tue 6/9/2026 12:58 PM

To Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>

Cc matthew koob <mattkoob@comcast.net>

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Dear Town Council Members,

My husband and I own a home directly across from Rancho Laguna Park, located at 1305 Knoll Drive. As nearby residents who see and experience the park every day, we strongly urge the Council to reject the proposed changes to Rancho Laguna Park.

We do not want this beautiful neighborhood park replaced with a lighted soccer field and pickleball facilities. The increased noise, traffic, parking demand, and evening activity would have a significant negative impact on our neighborhood and on the peaceful character of the park.

Rancho Laguna Park, known by many as "the Dog Park," is already a cherished and heavily used community gathering place. Each evening, we personally witness 50 or more people come to the park to enjoy it. Throughout the day, we see families picnicking, neighbors meeting for coffee and "walk and talks" around the track, children enjoying the play structure, and residents connecting with one another in a welcoming open space.

This park serves our community beautifully as it is. Replacing its current character with lit athletic facilities would take away something truly special and irreplaceable. We view the proposed plan as a massive miss that is completely out of touch with the desires and needs for the community.

We strongly oppose the proposed plan to change Rancho Laguna Park and ask the Council to preserve it in its current form.

Thank you for your consideration.

Sincerely,

Laura & Matt Koob
1305 Knoll Dr.



Re. Proposal to change Rancho Laguna Parks usage

From Justin Cameron-Strange <jccameronstrange@gmail.com>

Date Tue 6/9/2026 2:50 PM

To Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>

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Dear Moraga Town Council & Parks & Recreation Commission,

I am writing to share my strong opposition against your consultants proposal to alter the use of RLP to accommodate a pickleball facility and soccer fields.

We visit this park with our children and friends at least 5x weekly and plan to do so for many more years. Everything about it represents why we moved to Moraga years ago - the peace and quiet, proximity to nature, play equipment that is not overcrowded, open space for dogs to have the time of their lives (I've never found such an incredible dog park, ours love it).

When we first moved to Moraga our very first friends were made through the dog park and we have learned so much about Moraga through this community.

The traffic your proposal would bring would terrorise the CP neighborhood - several hundred cars weekly into a culdesac, fire risk neighbourhood otherwise known for its peace and quiet. I know the ranchers will love this!

Just because a community (many of which have never been to RLP) say they want more facilities doesn't mean existing space ought to be repurposed. The surveys your consultant made were biased in format, not broadly distributed, and the community engagement workshops they ran didn't accurately survey the community - I never saw these but heard it was just children writing on post it's.

It's widely discussed the "right" outcome for Moraga would involve approaching the Bruzzone family and tackling a decades old problem head on to repurpose much of the Safeway complex's adjacent plots (ie. the RV encampment, and other unused, unmaintained land - frankly an embarrassment for the community). Achieving this would be a remarkable breakthrough for a community who so much wants this. It would also keep facilities central to Moraga and traffic out of neighborhoods.

Repurposing RLP would be a quick win on paper, but forever alter how community needs are met. I

encourage you to consider other options more central to the community and to work with the Bruzzones more.

Best,
Justin
CP resident



Please Preserve Rancho Laguna Park as a Neighborhood Park

From Josh Carroll <jcarroll7700@gmail.com>

Date Tue 6/9/2026 9:40 PM

To Brian Dolan <bdolan@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>; recredesk@moraga.ca.us <recredesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Steve Woehleke <swoehleke@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>

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Absolutely — here is everything ready to copy into Gmail.

To:

swoehleke@moraga.ca.us, lmaglio@moraga.ca.us,
bdolan@moraga.ca.us, khillis@moraga.ca.us,
gthiel@moraga.ca.us, townclerk@moraga.ca.us,
recredesk@moraga.ca.us, smitnick@moraga.ca.us,
mbrady@moraga.ca.us

CC:

townclerk@moraga.ca.us

Subject:

Please Preserve Rancho Laguna Park as a Neighborhood Park

Dear Town Council, Parks & Recreation Commission, and Town Clerk,

I am writing as a Moraga resident to ask that Rancho Laguna Park be preserved as it is today, and that no major changes move forward without meaningful community input.

Our three-year-old son, his friends, our friends, and many families we know frequently use and love Rancho Laguna Park in its current form. It is not just open space; it is a true neighborhood gathering place for young families, dog owners, walkers, and residents who value Moraga's quieter, natural community character.

For those of us who live off Camino Pablo, Rancho Laguna is the only park within walking distance. Losing or materially changing this park would remove an

important daily resource for our neighborhood and would put even more pressure on the already crowded Moraga Commons.

I understand the desire to improve recreational facilities, but transforming Rancho Laguna into a lighted soccer field and pickleball complex would fundamentally change the nature of the park and its role in the community. Before any decision is made, I respectfully ask the Town to slow down, gather broad resident feedback, and seriously consider the impact on nearby families and the broader Moraga community.

Please preserve Rancho Laguna Park as a neighborhood park and ensure meaningful public input before any further action is taken.

Kind regards,
Josh Carroll

--

Josh Carroll
(310) 977-8562



RE: Rancho Laguna Park

From Mackenzie Brady <mbrady@moraga.ca.us>

Date Wed 6/10/2026 10:57 AM

To Laura Koob <lauraykoob@gmail.com>

Cc Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; matthew koob <mattkoob@comcast.net>

Dear Laura and Matt,

Thank you again for your continued engagement and for providing additional detail regarding your concerns and ideas for Rancho Laguna Park.

I appreciate you outlining the specific issues most important to nearby residents, including concerns related to noise, traffic, parking, restroom placement, and compatibility with the surrounding neighborhood character. Feedback regarding potential neighborhood impacts is an important part of the ongoing planning discussion.

I did want to clarify that the Rancho Laguna Park survey concepts presented as part of the PROS Master Plan process were limited to the following exploratory items:

- replacement of the existing restroom,
- potential pickleball courts with consideration of sound mitigation measures,
- clarification and expansion of reservable picnic amenities, and
- flexible use of the central lawn for both people play and dog play during designated hours.

No concepts involving lighted athletic facilities were included as part of the Rancho Laguna Park survey materials or engagement concepts. Have you had a chance to take this specific survey regarding the concepts? Please head to moragaplays.com prior to end of day Friday to engage in this!

Here's the snapshot of the question related to Rancho Laguna:

4. The following have been identified as potential opportunities for improving **Rancho Laguna Park**. Which would you support the Town exploring further? (select all that apply)



- ☐ Replace aged restroom
- ☐ Add pickleball courts, mitigating any potential sound impacts to neighbors
- ☐ Clarify reservable picnic areas and expand reservable amenities
- ☐ Enable flexible use of central lawn, with hours for people play and for dog play
- ☐ Other (please specify)

With regard to the restroom discussion, one of the primary reasons alternative restroom locations have been explored relates to the operational challenges and expense associated with the existing restroom infrastructure, which currently requires pumping waste uphill. The restroom relocation concepts were intended to explore whether there may be more operationally and financially efficient long-term solutions while also evaluating park access, maintenance, and usability considerations.

Can you let me know where you are receiving information regarding lighted soccer fields or additional athletic facility concepts beyond those included in the survey materials? I want to make sure the Town understands whether there may be misinformation or confusion circulating within the community regarding the scope of the concepts that have been discussed to date.

Thank you again for your participation and thoughtful feedback.

Mackenzie



Mackenzie Brady
Parks & Recreation Director
(925) 888-7034
mbrady@moraga.ca.us
2100 Donald Drive
Moraga, CA 94556



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From: Laura Koob <lauraykoob@gmail.com>

Sent: Wednesday, June 10, 2026 10:40 AM

To: Mackenzie Brady <mbrady@moraga.ca.us>

Cc: Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; matthew koob <mattkoob@comcast.net>

Subject: Re: Rancho Laguna Park

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Hi Mackenzie,

Thank you for your response and for clarifying that the proposed soccer field would not be lit.

While we support thoughtful improvements to Rancho Laguna Park, we remain concerned about several aspects of the proposal:

- The increased noise associated with pickleball courts, particularly given the park's canyon setting where sound tends to travel and amplify.
- The proposed relocation of the public restroom to the Knoll Drive/SkyView side of the park. As nearby residents, we are concerned about the visual impact of having a public restroom directly adjacent to homes. We would prefer that the restroom remain in a less intrusive location.
- Increased traffic resulting from additional soccer and pickleball activity.
- Insufficient parking to accommodate the anticipated increase in visitors, which could lead to spillover parking in the surrounding neighborhood.

Our family would be supportive of recreational improvements that are more compatible with the existing character of the park and neighborhood. For example, lower-impact amenities such as bocce courts could provide additional recreational opportunities without creating the same level of noise and traffic concerns.

Given that the residents living closest to Rancho Laguna Park will experience the greatest impact from any changes, we encourage the Town to engage directly with the approximately 30 homeowners in the immediate vicinity. Whether through a dedicated meeting, targeted outreach, or direct distribution of the community survey, this would provide an opportunity to better understand neighborhood concerns and work collaboratively toward solutions that meet community needs while preserving the quality of life for nearby residents.

Thank you for your consideration.

Best regards,

Laura & Matt Koob

On Wed, Jun 10, 2026 at 9:49 AM Mackenzie Brady <mbrady@moraga.ca.us> wrote:

Dear Laura and Matt,

Thank you for taking the time to share your comments regarding Rancho Laguna Park and the Parks, Recreation, and Open Space (PROS) Master Plan process.

Your email has been provided to the Parks and Recreation Commission and included as part of the public record for the project.

I also want to clarify that there have not been any proposed plans for lighted athletic facilities at Rancho Laguna Park. The concepts shared to date are preliminary discussion items intended to help facilitate community input and conversation.

Additionally, no final recommendations or decisions have been made regarding Rancho Laguna Park or any other specific park improvements at this time. The concepts presented through the PROS Master Plan process are intended to gather community feedback and evaluate potential opportunities and needs throughout the Town as part of a long-range planning effort.

We appreciate hearing how you and your neighbors currently use and value Rancho Laguna Park, including its role as a community gathering space, walking area, picnic destination, and park with designated off-leash dog hours that many residents enjoy as part of their daily routines. Input such as yours is an important part of the overall community engagement process and will help inform future discussions.

Thank you again for your participation and thoughtful comments.

Sincerely,
Mackenzie



Mackenzie Brady
Parks & Recreation Director
(925) 888-7034
mbrady@moraga.ca.us
2100 Donald Drive
Moraga, CA 94556



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From: Laura Koob <lauraykoob@gmail.com>
Sent: Tuesday, June 9, 2026 1:43 PM
To: Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>
Cc: matthew koob <mattkoob@comcast.net>
Subject: Rancho Laguna Park

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Dear Parks & Rec

First off, I request that a copy of this email be provided to each Commissioner.

My husband and I own a home directly across from Rancho Laguna Park, located at 1305 Knoll Drive. As nearby residents who see and experience the park every day, we strongly urge the Council to reject the proposed changes to Rancho Laguna Park.

We do not want this beautiful neighborhood park replaced with a lighted soccer field and pickleball facilities. The increased noise, traffic, parking demand, and evening activity would have a significant negative impact on our neighborhood and on the peaceful character of the park.

Rancho Laguna Park, known by many as "the Dog Park," is already a cherished and heavily used community gathering place. Each evening, we personally witness 50 or more people come to the park to enjoy it. Throughout the day, we see families picnicking, neighbors meeting for coffee and "walk and talks" around the track, children enjoying the play structure, and residents connecting with one another in a welcoming open space.

This park serves our community beautifully as it is. Replacing its current character with lit athletic facilities would take away something truly special and irreplaceable. We view the proposed plan as a massive miss that is completely out of touch with the desires and needs of the community.

We strongly oppose the proposed plan to change Rancho Laguna Park and ask the Council to preserve it in its current form.

Thank you for your consideration.

Sincerely,

Laura & Matt Koob
1305 Knoll Dr.



RE: Request: Email to be read into record at tonight's Town Council Meeting, plus some additional perspective.

From Mackenzie Brady <mbrady@moraga.ca.us>

Date Wed 6/10/2026 12:19 PM

To Brian Myers <brian.a.myers@kelloggalumni.northwestern.edu>

Cc Town Clerk <townclerk@moraga.ca.us>; Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>

Hi Brian,

Thank you for your email and for taking the time to provide such detailed and thoughtful feedback regarding the PROS Master Plan process. I appreciate the time and perspective you and your family have brought to the discussion.

I also appreciate your patience regarding responses. When emails are directed to the Town Council, staff generally does not respond directly unless requested, as Councilmembers have the opportunity to review and respond individually. That said, I have ensured that all emails received regarding the PROS Master Plan process, including yours, are being compiled and provided to the consultant team as part of the overall community feedback and data review process. Your request to have your comments included in the public record for the Town Council meeting has also been forwarded accordingly.

I reviewed both your original email and your follow-up comments regarding the survey methodology and prioritization process. A number of the questions raised regarding representativeness, weighting, unmet need calculations, and prioritization methodology are addressed directly within the [ETC Institute survey documentation and appendices](#) (starting on page 41). The survey instrument and tabular responses are included in the appendices starting on page 54.

The statistically valid survey utilized a randomized mailed survey methodology designed to produce a representative sample of Moraga households, with online responses validated against the original sample addresses. The final survey dataset included 415 completed responses, resulting in a reported precision level of +/- 4.6% at a 95% confidence interval.

I also wanted to clarify that the "online survey" you referenced was separate from the statistically valid survey and functioned primarily as a continuation of the May 1 community workshop activities in an online format. The purpose of that engagement tool was not to create statistically weighted rankings or serve as the Town's primary quantitative survey instrument, but rather to allow residents who were unable to attend the workshop in person to participate in the same brainstorming, idea-generation, and feedback activities that occurred during the workshop itself. The online engagement activity was intended to collect broad qualitative community input and discussion points.

The statistically valid ETC survey did, however, include prioritization and weighting components intended to help evaluate investment priorities and unmet needs across the community. The consultant evaluated importance rankings, satisfaction and adequacy ratings, whether needs were fully met, partly met, or unmet, and estimated unmet need by household count. The

Priority Investment Rating (PIR) methodology then combined importance rankings with unmet need calculations to help identify higher-priority investment areas.

I appreciate your comments regarding additional tradeoff-based survey approaches and constrained prioritization exercises. Those are thoughtful considerations and helpful perspectives as part of broader community planning discussions. While the statistically valid survey served as one component of the overall engagement effort, the broader process has also included workshops, stakeholder meetings, pop-up events, online engagement opportunities, user group discussions, and additional public outreach intended to help provide both quantitative and qualitative feedback.

Several of the comments you raised regarding parking, circulation, neighborhood compatibility, infrastructure constraints, and the potential value of partnerships with organizations such as Saint Mary's College are constructive considerations and exactly the types of issues that would need to be evaluated further before any future implementation decisions could occur.

At this stage, the concepts presented remain preliminary planning concepts intended to generate discussion regarding opportunities, constraints, and community priorities. No decisions have been made regarding future facilities, sites, or capital projects.

Thank you again for your continued participation and engagement in the process!

Thank you,
Mackenzie



Mackenzie Brady
Parks & Recreation Director
(925) 888-7034
mbrady@moraga.ca.us
2100 Donald Drive
Moraga, CA 94556



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From: Brian Myers <brian.a.myers@kelloggalumni.northwestern.edu>
Sent: Wednesday, June 10, 2026 11:59 AM
To: Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>
Subject: Request: Email to be read into record at tonight's Town Council Meeting, plus some additional perspective.

You don't often get email from brian.a.myers@kelloggalumni.northwestern.edu. [Learn why this is important](#)

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Folks

I've only received a confirmation of receipt from Mayor Hillis RE my note below (Thank you!) - what's not clear though is what is happening with our feedback. I cannot attend tonight's Town Council meeting but am asking for my below email from May 20 to be read into the record. Please confirm receipt and that this is being processed.

Since this note i also completed the online survey. I have significant concerns with its design - as you simply took different sections (outdoor, rec, etc.), gave people a checklist of what they would like to see, and then this allows you to calculate what may seem as a level of interest. However, this is not correct. Every time I got to Costco I want to try a new prepared meal, grab a new Apple computer, have 6 samples, and then enjoy the \$1.50 hot dog special. However, I have constraints and a budget - and enough computers. The right answer in surveys like this is to ALWAYS ask people, essentially, if you could only do ONE of these things what would it be? Or if I gave you 10 points, and you could allocate those 10 points across three of your top choices, how would you allocate them (there are more methods for this, I just list these two)? The idea is that we must force tradeoffs of scarce resources - not treat each section as if it's its own, independent list. I understand this can be a limitation of survey monkey - but it's a critical aspect of cognition and decision making that people must be forced to make tradeoffs - as it then makes YOUR jobs easier as the leaders in the town.

Thereby - FWIW - if I had 10 points or one request - I would sink 100% of available funds into two things - upgrading/maintenance/signage of our trails system for outdoor rec, combined with a thoughtful budgetary approach to SMC or the school districts for fields and field access. That is it. For me, that means I would give up a community center, pickleball, new dog park, etc. I would do those two things over and above everything else.

I am also a supporter of a more engaging community workshop as the smartmoraga team and Mike McCleur have advocated for. Scheduling is complicated, I get it - but I can assure you that getting buy in is job #1...and this sort of engagement is essential. I'm willing to speak / advise on how to do a session like this as well, if interested (I do this sort of thing for a living - don't worry I won't charge you hahaha).

Thanks
Brian

Hi folks - I wanted to get confirmation that you received this? Thanks

On May 28, 2026, at 8:45 PM, Brian Myers
<brian.a.myers@kellogg alumni.northwestern.edu> wrote:

May 20, 2026

Good evening, folks.

We've gone through the documents all posted on the Open Space Master Plan and am sending thoughts here. There's a lot happening in this document, but I prefer to sit, think about things, call out some questions, and try to give you a holistic perspective because this is important. So while I want to apologize for the length I feel like we owe it to you and to the town to be as comprehensive as possible.

First things first – about us. We are 18 year residents of Moraga and live in the CP neighborhood. One child has graduated from Campo and now is in college. Our daughter is a sophomore at Campo. I served on the Moraga Baseball Board for ~6-7 years and my wife has been either a President, VP, or Executive Director on multiple PTA's, MEF, Moraga Juniors, and more. Our kids have been / were active in multiple sports and activities for several years (e.g., Eagle Scout, NCL, LMYA, MOL, MBA, Magic Soccer, MCC Tennis and Golf), which means we have spent more time than we'd like to admit at every single multi-sport use facility from Martinez down through Pleasanton on the 680 corridor, as well as facilities in Arizona, Texas, and more. We've thoroughly enjoyed raising our family here and my best guess is we aren't going anywhere.

As a reference, while we haven't gone out and polled all of our friends, I do want to let you know, informally, that nobody we know has ever talked about participating in anything related to this process. I purely offer that as a point of information.

Below are some perspectives we will offer – they aren't fully formed into an argument as you appear to be seeking feedback, broadly.

I'd like to first understand more about your mailer survey, and as such get clarity on what it is and what it is not:

I appreciate that a sample of ~400 people in quant research is statistically valid (I do a ton of market research for a living) – but a few questions:

1. Statistical and representative aren't the same thing. So how representative are the responses? Do you have responses by demo, area of town, and comparisons or weighting to ensure representation? You should be able to report this with a sample of 400.
2. The survey reports two sets of priorities – facility/amenity and program/event – how exactly were these asked?
 - a. Did people have the ability to check anything they were interested in?
 - b. Were they asked to limit to a certain number of choices?
 - c. I believe you said the survey was paper – so there was thereby no conjoint or tradeoffs, correct?
 - d. Was 'do nothing' an option? (by the way I am not asking this because I want 'do nothing' – but I am sensitive to survey bias that introducing a list and asking for responses will, in fact, elicit responses regardless of whether people truly believe certain things are a priority). Also I want to call out that your pop up and online survey made it CLEAR that people's priorities are nature connected and casual – (hiking, immersed in nature, play structures, pick up games).
 - e. You seemingly calculated an index of priority / unmet need – how was this done? You can be specific, I've worked in hard core consulting for a long aspect of

my career – but fact of the matter is that how this is calculated is important if it is to be relied upon

I am now going to offer some direct feedback on some of the ideas / aspects under consideration:

- We are 100% against a community center at the corner of Canyon and Camino Pablo – there are multiple locations in your reports that would not require / impact the pear orchard and
- We are 100% against pickleball at Rancho Laguna – we don't have the parking or logistical / traffic flow to support this – this comes from YEARS upon YEARS of doing events and sports with our kids.
- We are 100% against a sports field at Rancho Laguna – again, we don't have the parking or logistical / traffic flow to support this.
- The staging area for a community center is also a very odd location when compared to the other spots.
- We are not against a sports field, per se – but the question we have is who, exactly, is asking for one, and why? Outside of JM, I see facilities not used on a day to day basis here – so is the question one of needing a sports field or is the real issue that people struggle to deal with / adhere to the requirements of MSD and AUHSD? Is there a town co-investment option that can make something more amenable to people?

Given what we can see – recommendations on a path forward:

I'm going to be honest, as we look at the TOTALITY of the available data, simple investment and improvement to core parks facilities, trails and such would satisfy what appears to be the top collective priority. While the survey (which I have questions about) suggests 'community center' was technically #1 in your survey – the core parks investments would cover multi-use trail system, outdoor recreation, and walking trails in parks. You have a ton of ideas in the long-form needs assessment – but from an ROI perspective (funds and ability to deliver) I'd expect this would be your highest ROI set of investments.

In terms of the more capital-type projects, I'd strongly suggest you find a way to bring choices and constraints into the conversation. Right now what I see is a disaggregated, open menu. The problem with this is that in the real world it is ESSENTIAL to make choices and tradeoffs. Given this, I will throw out some scenarios for you. I throw these out to you to push and pull and force constraints. The idea is not that you would execute any of these explicitly – but if you look at a series of scenarios, are there a few projects that bubble up every time?

1. What if you were constrained to do everything with St. Mary's? I ask this because private colleges are in a rough position and co-investment with the town could get the sports field, pickleball courts, and perhaps even more with a concentrated investment. I would expect SMC would be VERY open to this, and it helps create a strong long-term relationship. Why not?

2. How about if we agree to only build any sort of community center where we already have concrete? This would very quickly highlight the site across Moraga Road from the Commons. It also drives strong consideration for SMC or Rheem Center. In doing this I push to prioritize parking, logistics, and flow that we already have and can serve in the town.

3. If you could ONLY do work at the Hacienda – what would you do?

There are other ways to add constraints – but I think these three offer you the strongest scenarios.

Upon learning more about the survey I may have more feedback. We're open to the conversation.

Best

Brian and Heather Myers



Fw: Why Have a Recreational Master Plan-Town Hall Workshop ?

From Scott Mitnick <smitnick@moraga.ca.us>
Date Wed 6/10/2026 12:20 PM
To Amy Heavener <aheavener@moraga.ca.us>
Cc Mackenzie Brady <mbrady@moraga.ca.us>

Please include in agenda packet.

Scott Mitnick, [ICMA-CM](#)

Town Manager
Town of Moraga
329 Rheem Boulevard
Moraga, CA 94556
Office: (925) 888-7020
Cell: (805) 402-9374
Email: smitnick@moraga.ca.us
Web: www.moraga.ca.us



Under the Public Records Act (California Government Code §6250-6270), e-mail messages of local agencies are public records which are subject to disclosure to the public or may be subpoenaed.

From: Mike Mccluer <mmmcccluer@aol.com>
Sent: Wednesday, June 10, 2026 10:06 AM
To: Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Steve Woehleke <swoehleke@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>
Subject: Why Have a Recreational Master Plan-Town Hall Workshop ?

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Hello Town Council;

Why Have a Town Hall Workshop with Residents?

First, you have completed several good activities at gathering community information, their recreational ideas and desires.

Now, there are decisions to make about what recreational features to recommend and locations.

And given recommendations as a next step, there hasn't been open discussions on questions or recommendations in the activities to date with residents.

Suggested questions/discussion topics to be asked at a Town Hall Workshop after a presentation of what has been received.

1. Should we relocate the Dog park for sports activities or leave as is and focus on other options? And what other option do you prefer? (Have you talked to the Dog park group about relocation? And then include their response.)
2. Should we partner with local schools like Campolindo, MSD, St Marys as a joint partner in recreational activities which are jointly shared?
3. Should we eliminate the 100 year old Pear Orchard for a Recreational facility or explore other options? And which options are the best? (Have you talked to leaders of the Moraga Pear Landmark? And then include their response.)
4. Should the Hacienda be partially/fully demolished for recreational facilities? Should Wedgewood partially occupy if they partially pay? Or leave Hacienda as a historical landmark and pursue other recreational locations? If so which ones do you prefer?
5. Should we have Sports activities close to residential areas? Are lights at night ok? How close or far away from neighborhoods is appropriate? (Have you talked to neighborhoods in question and received feedback? Then include their response.)
6. How would you define a Community Center? A gym (previously failed)? Indoor recreation only?
Or
Would you support a wide variety of activities (ie concerts/comedy club, meeting rooms, wellness, knowledge activities/centers, arts and crafts studio, dance/music centers, escape rooms.)

Should a Community Center have Outdoors features (social gathering and sitting areas, small cafe (Sisi like), chill areas, nature settings, walking paths, dog areas, small play area)?

Should a Community Center have a Generational focus including activities rated highly by each generation like other Cities (ie Youth/Teen Centers, Knowledge areas, Pickleball, Wellness, etc.)?
7. What are the best options for the location of a Community Center and where do you think it should be? (Has the Town talked to private land owners about a partnership? Or just pursuing town property ? Include in the presentation.)
8. What about the Non Moso Open Space around Palos Colorados and rezoning for Recreation/Sports Field? Would you support that or not? (A Staff member said that hasn't been reviewed and a Council members says yes it's an option and should be presented. Please Explain-Note Orinda's Wilder development has 5 Sports fields in a hilly area.)

These questions and others will need to be answered during the July/August recommendation session by staff/consultants and it's imperative to include Residents via a Town Hall Workshop Shop first for input first!

Why, because this is for them, you need their support on recommendations to get this accomplished and it's the right thing to do!

Please support our Community engagement in decision making in advance!

Thank you!

Mike

Sent from my iPhone



RE: Park Master Plan Concerns

From Mackenzie Brady <mbrady@moraga.ca.us>

Date Wed 6/10/2026 2:31 PM

To Ashley Hemkin <ashley.hemkin@gmail.com>

Cc Scott Mitnick <smitnick@moraga.ca.us>; Amy Heavener <aheavener@moraga.ca.us>

Hi Ashley,

Thank you for your email and for sharing your concerns regarding the PROS Master Plan process and the discussion surrounding Rancho Laguna Park.

Given your prior service on the Parks and Recreation Commission through March, I did want to clarify that the outreach and engagement process currently underway is the same process that had already been publicly discussed and underway during your tenure on the Commission. This included community workshops, pop-up events, stakeholder meetings, online engagement opportunities, and the statistically valid survey process administered by ETC Institute.

The consultant team and Town have conducted outreach through multiple public channels intended to reach the broader Moraga community as part of a Town-wide master planning effort. We have not specifically focused on any one neighborhood in Moraga, but have worked across various categories to get input from all.

A few of the focus groups conducted (Environmental and Open Space Focus Group and the Parks and Recreation Commission Focus Group) as part of the process did specifically include residents living in the Rancho Laguna Park neighborhood and Rancho Laguna Park users to help ensure that perspectives from that area were represented early on in the process. One of these focus groups is one you participated in during the Parks and Recreation Commission meeting held in December 2025.

The online survey was also developed as a continuation of the May 1 community workshop activities so residents who could not attend in person still had the opportunity to participate in the same exercises and provide feedback. Additionally, the statistically valid survey included tradeoff exercises, weighted rankings, and priority questions to help evaluate community preferences and recreation needs across the Town.

We have also heard the feedback regarding residents in the unincorporated Contra Costa County neighborhoods surrounding Rancho Laguna Park wanting additional opportunities to provide input. In response, the Town developed a supplemental set of questions specifically intended for nearby residents, which should be mailed out today. Residents will have until June 30 to submit responses, and you should be receiving one in the mail as well.

I also want to emphasize that the concepts currently being discussed are preliminary planning ideas intended to evaluate potential opportunities and tradeoffs. They are not approved projects or final recommendations, and no decisions have been made regarding specific amenities at Rancho Laguna Park.

As discussed publicly, any future site-specific project would require additional review processes, including environmental review, design development, cost analysis, public meetings, and future Town Council consideration prior to implementation.

The Town has also added additional opportunities for public discussion, including Town Council agenda items on June 10 and June 24, and there is currently a tentative joint Town Council and Parks and Recreation Commission meeting anticipated later in the process to review preliminary findings and recommendations.

Thank you again for your continued engagement,
Mackenzie



Mackenzie Brady
Parks & Recreation Director
(925) 888-7034
mbrady@moraga.ca.us
2100 Donald Drive
Moraga, CA 94556



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From: Ashley Hemkin <ashley.hemkin@gmail.com>

Sent: Wednesday, June 10, 2026 1:50 PM

To: Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>

Subject: Park Master Plan Concerns

[You don't often get email from ashley.hemkin@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Please include in your meeting tonight and distribute to all of your council members.

Good Afternoon,

My name is Ashley Hemkin and I served two terms on the Moraga Parks and Rec Commission until recently. I'm writing you today because there is a large and growing concern from my neighbors and myself over the proposed Parks Master Plan at Rancho Laguna Park. The San Francisco urban consultants hired by the Town failed to reach out to ANY residents directly around Rancho Laguna Park to weigh the impacts of these extreme proposed changes (4 pickleball courts, multi-use field etc). The lack of transparency leads me to question the reliability of the data and information collected so far.

Before any votes take place, I am strongly urging Council request WRT meets with the neighbors of these proposed park changes to discuss potential impacts. There should be no rush to close this discussion window as these changes are significant, expensive and will have a permanent impact on our neighborhood.

Thank you for your time,
Former Moraga Parks and Rec Commissioner
Ashley Hemkin
4 Quail Crossing
Moraga, CA 94556



RE: Rancho Laguna Park

From Mackenzie Brady <mbrady@moraga.ca.us>

Date Wed 6/10/2026 2:32 PM

To Stacie Hoover <staciehoover77@gmail.com>

Cc Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Amy Heavener <aheavener@moraga.ca.us>

Dear Ms. Hoover,

Thank you for taking the time to share your comments regarding Rancho Laguna Park and the Parks, Recreation, and Open Space (PROS) Master Plan process. Your feedback has been received and will be included as part of the public record for the upcoming meeting and shared with the Town Council and Parks & Recreation Commission.

We understand that Rancho Laguna Park is highly valued by nearby residents and the broader community, and we appreciate hearing directly from individuals who care deeply about the park and its future.

I would also like to clarify that the concepts presented to date as part of the PROS Master Plan process are preliminary community input concepts and not approved projects or final recommendations. The purpose of the planning process is to evaluate community needs, existing conditions, recreation gaps, operational considerations, and public priorities before any future recommendations are developed.

The Town and consultant team have conducted extensive outreach throughout the process, including community workshops, pop-up events, stakeholder meetings, focus groups, online engagement opportunities, and a statistically valid community survey. One of the focus groups specifically included residents from the Rancho Laguna Park neighborhood area. In response to recent feedback requesting additional outreach to nearby residents, the Town has also developed an additional questionnaire specifically to surrounding households, with responses being accepted through June 30. They should be mailed out today.

The concerns you raised regarding noise, traffic, parking, neighborhood compatibility, aesthetics, and preservation of passive recreation opportunities are all important considerations that will be evaluated as part of the overall planning process. At this stage, no decisions have been made regarding future improvements at Rancho Laguna Park.

Thank you again for your participation and engagement in this process.

Mackenzie



Mackenzie Brady
 Parks & Recreation Director
 (925) 888-7034
mbrady@moraga.ca.us
 2100 Donald Drive
 Moraga, CA 94556



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From: Stacie Hoover <staciehoover77@gmail.com>

Sent: Wednesday, June 10, 2026 1:36 PM

To: Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>

Subject: Rancho Laguna Park

You don't often get email from staciehoover77@gmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Dear Honorable Mayor, Members of the Town Council, and Parks & Recreation Commissioners,

As a resident of Moraga, I am writing to express my strong opposition to the proposed transformation of Rancho Laguna Park into a soccer field and pickleball complex. Rancho Laguna Park is one of our town's most cherished and irreplaceable community spaces. Its value lies precisely in its identity as a peaceful, quiet, and natural sanctuary. Transforming this tranquil environment into a high-density, high-impact sports complex fundamentally threatens the unique character of our neighborhood and town. I am deeply concerned about this proposal for several critical reasons:

*** Noise Pollution: Pickleball and organized soccer tournaments generate significant, constant noise. This will shatter the peaceful atmosphere that families, dog owners, wildlife, livestock and residents currently rely on for rest and relaxation.**

*** Traffic and Parking Inadequacy: Our local streets are not designed to handle the heavy, concentrated traffic influx that sports complexes bring. The existing parking infrastructure is entirely insufficient for back-to-back games and practices, which will inevitably lead to overflow parking on residential streets, creating safety hazards.**

*** Loss of Natural Aesthetic: Moraga is defined by its beautiful open spaces and semi-rural charm. Replacing natural parkland with paved courts, fencing, and sports infrastructure will permanently damage the aesthetic value of Rancho Laguna Park.**

*** Impact on Current Users: This park is a multi-generational gathering space. Displacing the families, dog walkers, and neighbors who use this space for quiet recreation in favor of structured sports complexes is an inequitable trade-off.**

I urge the Town Council and the Parks & Recreation Commission to pause any movement on this proposal and demand meaningful, transparent community input before any decisions are

made. Our town's open spaces are finite, and once they are developed, we cannot get them back.

Please protect the integrity of Rancho Laguna Park and keep it a peaceful haven for all residents, wildlife and livestock. I request that this message be distributed to all town council members and park commissioners, and that it be entered into the official public record for the upcoming meeting. Thank you for your time, leadership, and consideration of the community's voice.

Sincerely,

Stacie Hoover

Moraga Resident



Rancho Laguna Park

From Clint Hoover <seehoov@hotmail.com>

Date Wed 6/10/2026 3:00 PM

To Rec Desk <recdesk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Amy Heavener <aheavener@moraga.ca.us>; Steve Woehleke <swoehleke@moraga.ca.us>; Imaglio@moraga.ca.us <Imaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>

Some people who received this message don't often get email from seehoov@hotmail.com. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Dear Moraga Town Council and Parks & Recreation Commissioners,

I am writing to express my opposition to the proposed development of Rancho Laguna Park into soccer fields and pickleball courts. I understand the value of recreational spaces, but I do not believe this location is appropriate for that type of high-traffic, high-noise use.

Rancho Laguna Park is currently one of Moraga's quieter and more peaceful community spaces. It is surrounded by homes, open space, wildlife, pets, and nearby ranch land with livestock. Turning this area into a more intensive sports complex would significantly change the character of the park and negatively affect the families and animals who live nearby.

One of my biggest concerns is noise. Pickleball courts are known to create a sharp acoustic frequency that carries and easily penetrates walls and windows and can trigger stress to humans and animals at even lower volumes. Soccer and pickleball can reach 70 dB at 100 feet. And spike even higher during moments of loud cheering. Pickleball noise typically measures around 64 dB at 200 feet, 58 dB at 400 feet and 52 dB at 800 feet. I think this noise level would definitely be annoying and stressful to any neighbors living within those 800 feet of the park. And I think the noise could be devastating to the wildlife and pets (dogs, cats, horses). Noise impacts animals differently than humans. Dogs, for example, have much more sensitive hearing, and general guidance for avoiding hearing loss and ear damage is much lower, between 45–55 dB. That means that any dog living within 800 feet of Rancho Laguna (there are many), could be in danger of hearing damage and physiological stress.

Rancho Laguna Park and the surrounding area has long been a rural and quiet area. For this reason, and because Rancho Laguna has a bordering creek, there is an incredible amount of wildlife that lives or often uses the area. For example, I fear that the bats that live in bat houses at Rancho Laguna will leave. I fear the owls that live nearby will do the same. I'm generally worried how a large change in noise and population disturbance could affect the ecosystem in the surrounding area.

I live on our families cattle ranch. We rely on our horses and dogs to help gather our cattle. I also fear that a loud cheer, or sharp noise could spook our horses while we are riding them.

I am also concerned about increased traffic and inadequate parking. The surrounding streets and parking areas do not seem equipped to handle the additional vehicles that would come with organized

soccer games, pickleball use, practices, spectators, and events. Increased traffic would create safety concerns, congestion, overflow parking into nearby neighborhoods, and added disruption for residents.

Moraga's open spaces and quiet parks are part of what make this community special. Rancho Laguna Park should remain a peaceful neighborhood park, not be converted into a sports complex that would bring ongoing noise, traffic, parking issues, and stress to nearby residents, pets, wildlife, and livestock. I respectfully ask the Town Council and Parks & Recreation Commission to pause this proposal and require meaningful community input before any decisions are made. I also ask that the Town fully evaluate noise impacts, parking and traffic impacts, environmental impacts, and the effect on surrounding homes, wildlife, pets, horses, and cattle before moving forward.

Thank you for your time and consideration,
Clint Hoover

References

Mak,, SL, Au, SL, Tang, WF, Li CH, Lee, CC, Chiu, WH (2022). A study on Hearing Hazards and sound measurement for Dogs.



Rancho Laguna Park Plans

From Cristell Hoover <hoov113@hotmail.com>

Date Wed 6/10/2026 3:25 PM

To Steve Woehleke <swoehleke@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Rec Desk <recdesk@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the contents is safe.

Dear Town Council,

I am writing in concern to the Rancho Laguna Park. I just became aware of and its potential changes/plans. I am deeply concerned that this has not been something that as a direct neighbor to the park been made aware of in the recent up comings. I come from a 3rd generation born and raised Moraga resident so I along with my family have very strong roots and ties to this community and we cherish our town. Rancho Laguna borders our property and holds a special place in my heart for myself but all of our family that live next door as well. It has honestly been like a second home for our families over the years. It's beauty, serenity and home to our kids going on the playground, taking nature walks, quiet picnics, having fun on the grass lawn, campouts, bar g que. and amazing dog park. It is honestly a true gem on the quiet outskirts of town that sits among our rolling hills and beautiful environment that provides quietness, beauty and serenity. This park tends to cater to those that love these appeals that Rancho Laguna park has to offer like myself. It truly provides a fresh breath of air, a place to just be able to visit and enjoy its beauty take your dog or your kids and unwind without a ton of noise. This little park does so much of that which is so incredibly important to the people of in our town and community. The town has done a great job in creating its purpose; making it more subtle, quiet and seeing the importance of why it is needed and what it does for those that visit. This lovely park is now home to so many monarchs and butterflies that, thank you so much, you have brought back. It is a beautiful garden that took a lot of time and energy but is so successful and serves such an important purpose to the park and it is so enjoyed by all that visit. I applaud all of those in the town that have created our parks as they currently sit; to me they are perfect and both serve what the town needs. The Commons Park serves its own purpose situated in the central part of town. A much larger park that caters to large events, more playgrounds and structures, concerts, bocce ball courts, ultimate Frisby, and many other things. Since this park is more central in town, it is livelier and noisier and was created and placed perfectly for its purpose. I am deeply saddened, appalled and disappointed that these changes to Rancho Laguna are even being considered. For those that do not know this little town or have lived in it as long as we have and to come in and allow changes like this are well looking past the intricacies and not paying attention to severing the needs of all the people in the town and community. Why ruin what is working so well and waste time and energy on something that will destroy a community need that Rancho Laguna holds in the hearts of this town. I understand that there may be a need for pickle ball courts, soccer turf and support that idea but not at Rancho Laguna Park. This idea is a huge mistake on so many levels and it will leave so many like myself in an uproar to destroy something already so needed and great. Pickleball courts and the soccer turf need to be located in an area like the commons that was

very well thought through, where noise is not the issue as much, its more centrally located and is not disturbing. I feel that this action needs more careful planning and very careful considerations for all the town's people and voices to be heard. The last thing that you want to happen is a huge town uproar, financial burdens, and huge problems. I am hoping that you as the town council and the parks and recreation really listen and take into account all of your people's responses and realize that this should not just be based on number of votes but rather seeing that what you have created in our parks already is the perfect picture for all its town's people. So please I am urging you to look at other locations that would be better suited for these plans in town that will not have such a huge impact. My suggestions would be somewhere within the Commons already or where the old nursery or the area behind Safeway. Both are in close proximity to the commons and they both have ample parking and noise and lighting would not be an issue.

Please also be aware that the effects of the pickleball court/soccer turf will completely impact my family. Like I stated, we back up the park and the noise will be so horrific, especially because it will also echo with the surrounding hills. We will have major light disturbance in our yard as well. Parking is already not great and with the plans there will be less parking in the park itself which would also create the streets and side streets be lined with cars. These are major factors and disturbances for all of us surrounding the Rancho Laguna neighbors. Likewise, our dogs absolutely love the dog park and we have come together as friends and family and Rancho Laguna serves our gatherings and precious times and memories together.

I am happy to discuss this more with the Town and Parks and Recreation. I really appreciate you taking the time to listen and hear my voice and concerns.

Kindly,

Cristell

Wednesday, June 10, 2026

Dear Town Council Members, Mayor, and Parks Commission:

This letter addresses the Proposed Plans for Rancho Laguna Park.

I am a proud member of the Carr Ranch family that lives adjacent to the park. My grandparents settled in Moraga in 1916 and I have lived here my entire life (77 years). I've certainly seen many changes to the town over the years with development, etc but the country part of the town around us and the Park area still exists. It has become a haven for Moraga residents to enjoy the peace and serenity of the surrounding rolling hills, various hiking trails or simply socializing with others as their dogs romp in the dog park.

Not many towns have something like this to offer to its residents that is a wonderful get-away within walking distance from the business area. Installing a pickleball court in Rancho Laguna Park would be so detrimental and definitely a move in the wrong direction for this community. In addition to us, there are several people who live near the park where the constant popping noise of balls hitting the courts and rackets would be a major annoyance. The peace and quiet of this country side of town for so many years would definitely be lost.

Again, I am in strong opposition to this proposed plan. I believe further insight into this matter on your behalf definitely needs to be done with the residents that live here as the main concern.

Respectfully,

Jackie Hoover



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Denise Bazzano, Assistant Town Attorney
Subject: Adoption of the Town of Moraga SB 707 Technical Disruption Policy

RECOMMENDATION

Adopt a Resolution establishing procedures for responding to disruption(s) of telephonic or internet services that provide two-way remote access for the public to attend and participate during public open meetings of Town Council. Pursuant to Government Code Section 54953.4 (SB 707).

BACKGROUND

Senate Bill 707 (2025) ("SB 707") requires all "eligible legislative bodies" to offer remote public access for Town Council meetings through either (1) two-way telephonic service or (2) two-way audiovisual platforms. Pursuant to SB 707, the Town of Moraga is an "eligible legislative body" and is required to adopt, on or before July 1, 2026, a policy on how to address telephonic or internet service connection disruption that inhibits the public from accessing or observing a public open meeting of Town Council.

This policy applies to all open and public meetings of Town Council at which remote public participation is required per Government Code section 54953.4(b)(1)(A)(i)(I)(ia) but does not apply in those circumstances where the Brown Act provides that remote public access is not required.

DISCUSSION

The proposed Moraga Town Council Technical Disruption Policy ("Policy") for meetings contains the following components which are included in the attached Policy and are detailed below:

- Response to Disruption of Remote Access Services
- Efforts to Restore Remote Access Services
- Timing
- Inability to Restore Remote Access Services

- Record Keeping
- Review and Updates

Response to Disruption of Remote Access Services

If Remote Access Services are disrupted due to technical issues such as loss of internet connectivity or power failure during a public open meeting of Town Council then the following steps must take place:

1. Town Council shall immediately announce the disruption to the public;
2. Town Council must either adjourn the open session or recess from open session for at least one (1) hour to make a good faith effort to restore the Remote Access Services;
3. During recess, Town Council may meet in closed session as permitted by Government Code section 54953.4;
4. If following recess of the meeting, Remote Access Services have not been restored within (1) hour, then Town Council may reconvene the meeting if it adopts, by rollcall vote, a finding that it made good faith efforts to restore the Remote Access Services and that the public interest in continuing the meeting outweighs the public interest in remote public access.

Efforts to Restore Remote Access Services

Town Council shall make good faith efforts to restore Remote Access Services, which may include:

1. Troubleshooting platform or teleconferencing software;
2. Resetting or replacing audiovisual equipment;
3. Attempting alternative connection methods;
4. Contacting necessary support staff or service providers; or
5. Switching to back-up equipment or platforms, if available.

Timing

Open session may reconvene upon restoration of Remote Access Services or if after one (1) hour has elapsed from the time of disruption, the finding required by Section 6.2. of this policy has been adopted by the Town Council.

Inability to Restore Remote Access Services

If Remote Access Services have not been restored after one (1) hour, the Town Council may reconvene the meeting in open session only after the following, or a substantially similar, finding is adopted by a roll call vote of the Town Council:

“The Town Council of the Town of Moraga has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy and the public interest in continuing the meeting outweighs the public interest in remote public access.”

Record Keeping

If Remote Access Services were disrupted, then the Town Clerk shall make a record and enter into the meeting minutes the following:

1. The nature and time of the disruption;
2. Whether open session was adjourned or Town Council complied to the procedures pursuant to the details in the section entitled Response to Disruption of Remote Access Services;
3. The restoration efforts undertaken;
4. The time the meeting was reconvened (if applicable); and
5. Finding remote access was unable to be restored pursuant to the section entitled Inability to Restore Remote Access Services.

Review and Updates

The proposed Policy, like other Town Council policies, may be reviewed and amended from time-to-time by the Town Council. As expressly required by the Brown Act, amendments to the Policy must be approved at a properly noticed public meeting in open session, and may not be approved on the consent calendar.

FISCAL IMPACT

There are no direct fiscal impacts associated with this action.

CEQA COMPLIANCE

This item is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a “project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

ALTERNATIVES

1. Approve the Resolution to adopt the Technical Disruption policy with changes; or
2. Do not adopt the policy and provide alternate direction to staff.

NEXT STEPS

Upon adoption, staff will implement and record the Technical Disruption policy as it pertains to SB 707.

ATTACHMENTS

[Attachment A - Draft Resolution - Technical Disruptions](#)

[Attachment B \(Exhibit A\) - SB 707 Disruption Policy - Town of Moraga](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**ESTABLISHING PROCEDURES FOR RESPONDING TO DISRUPTION(S) OF
TELEPHONIC OR INTERNET SERVICES THAT PROVIDE TWO-WAY REMOTE
ACCESS FOR THE PUBLIC TO ATTEND AND PARTICIPATE DURING PUBLIC
OPEN MEETINGS OF TOWN COUNCIL PURSUANT TO GOVERNMENT CODE
SECTION 54953.4 (SB 707)**

WHEREAS, Senate Bill 707 (2025) ("SB 707") requires all "eligible legislative bodies" to offer remote public access for Town Council meetings through either (1) two-way telephonic service or (2) two way audiovisual platforms;

WHEREAS, the Town of Moraga is an "eligible legislative body" and is required to adopt, on or before July 1, 2026, a policy on how to address telephonic or internet service connection disruption that inhibits the public from accessing or observing a public open meeting of Town Council;

WHEREAS, this policy applies to all open and public meetings of Town Council at which remote public participation is required per Government Code section 54953.4(b)(1)(A)(i)(I)(ia) but does not apply in those circumstances where the Brown Act provides that remote public access is not required; and

WHEREAS, The proposed Moraga Town Council Technical Disruption Policy ("Policy") for meetings contains addresses the following components related to meeting disruption: Response to Disruption of Remote Access Services, Efforts to Restore Remote Access Services, Timing, Inability to Restore Remote Access Services, Record Keeping and Review and Updates.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga does hereby approve the procedures detailed in Exhibit A (SB 707 Disruption Policy) for responding to disruption(s) of telephonic or internet services that provide two-way remote access for the public to attend and participate during public open meetings of Town Council pursuant to Government Code Section 54953.4 (SB 707).

TOWN COUNCIL POLICY

SUBJECT/TITLE:	POLICY NO:	APPROVAL DATE:
DISRUPTION OF REMOTE ACCESS TO PUBLIC OPEN MEETINGS OF TOWN COUNCIL	_____	

1. PURPOSE

The purpose of this policy is to establish procedures for responding to disruption(s) of telephonic or internet services that provide two-way remote access for the public to attend and participate during public open meetings of Town Council. Pursuant to Government Code Section 54953.4, the Town Council adopts this policy to ensure statutory compliance, transparency, public access, and government operation during technological disruptions of public open meetings of Town Council.

2. BACKGROUND

Senate Bill 707 (2025) ("SB 707") requires all "eligible legislative bodies" to offer remote public access for Town Council meetings through either (1) two-way telephonic service or (2) two-way audiovisual platforms. Pursuant to SB 707, the Town of Moraga is an "eligible legislative body" and is required to adopt, on or before July 1, 2026, a policy on how to address telephonic or internet service connection disruption that inhibits the public from accessing or observing a public open meeting of Town Council.

3. DEFINITIONS

For purposes of this policy:

- "Disruption" means any failure, outage, or other interruption in the Town's telephonic or internet service that prevents members of the public from attending or observing in public open meetings of Town Council.
- "Remote Access Services" means the two-way telephonic service and/or two-way audiovisual platform used to provide real-time remote public attendance and observation of public open meetings of Town Council.

4. APPLICABILITY

This policy applies to all open and public meetings of Town Council at which remote public participation is required per Government Code section 54953.4(b)(1)(A)(i)(I)(ia) but does not apply in those circumstances where the Brown Act provides that remote public access is not required.

TOWN COUNCIL POLICY

5. DISRUPTION PROCEDURES

5.1. Response to Disruption of Remote Access Services

If Remote Access Services are disrupted during a public open meeting of Town Council then the following steps must take place:

- A. Town Council shall immediately announce the disruption to the public;
- B. Town Council must either adjourn the open session or recess from open session for at least one (1) hour to make a good faith effort to restore the Remote Access Services;
- C. During recess, Town Council may meet in closed session as permitted by Government Code section 54953.4;
- D. If following recess of the meeting, Remote Access Services have not been restored within (1) hour, then Town Council may reconvene the meeting if it adopts, by rollcall vote, a finding that it made good faith efforts to restore the Remote Access Services and that the public interest in continuing the meeting outweighs the public interest in remote public access.

5.2. Efforts to Restore Remote Access Services

Town Council shall make good faith efforts to restore Remote Access Services, which may include:

- A. Troubleshooting platform or teleconferencing software;
- B. Resetting or replacing audiovisual equipment;
- C. Attempting alternative connection methods;
- D. Contacting necessary support staff or service providers; or
- E. Switching to back-up equipment or platforms, if available.

Pursuant to the Recordkeeping section of this policy, the Town Clerk shall make a record and enter into the meeting minutes the disruption and restoration efforts undertaken by Town Council.

6. RECONVENE OPEN SESSION

6.1. Timing

Open session may reconvene upon restoration of Remote Access Services or if after one (1) hour has elapsed from the time of disruption, the finding required by Section 6.2. of this policy has been adopted by the Town Council.

6.2. Inability to Restore Remote Access Services

If Remote Access Services have not been restored after one (1) hour, the Town Council may

TOWN COUNCIL POLICY

reconvene the meeting in open session only after the following, or a substantially similar, finding is adopted by a roll call vote of the Town Council:

“The Town Council of the Town of Moraga has made good faith efforts to restore telephonic or internet service in accordance with its adopted policy and the public interest in continuing the meeting outweighs the public interest in remote public access.”

7. RECORD-KEEPING

If Remote Access Services were disrupted, then the Town Clerk shall make a record and enter into the meeting minutes the following:

- A. The nature and time of the disruption;
- B. Whether open session was adjourned or Town Council complied to the procedures pursuant to Section 5.1;
- C. The restoration efforts undertaken;
- D. The time the meeting was reconvened (if applicable); and
- E. The finding adopted pursuant to Section 6.2 (if applicable).

8. REVIEW AND UPDATES

This policy like other Town Council policies, may be reviewed and amended from time-to-time by the Town Council. As expressly required by the Brown Act, amendments to this policy must be approved at a properly noticed public meeting in open session, and may not be approved on the consent calendar.



Meeting Date: June 10, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Nate Levine, Public Works Director/Town Engineer
Subject: Public Works Department Projects Update

RECOMMENDATION

Receive a Public Works Department projects update report.

BACKGROUND

The Public Works Department is responsible for the planning, design, construction, inspection, operation, and maintenance of the Town's public infrastructure, including streets, storm drains, traffic safety improvements, public facilities, and related capital projects. The purpose of this agenda item is to provide a brief update on current and upcoming Public Works projects, with a primary focus on capital improvement projects.

The adopted Fiscal Year 2025-26 and Fiscal Year 2026-27 Capital Improvement Program (CIP) includes funding for 32 ongoing and new projects, with approximately \$24.3 million programmed over the two-year budget period. The CIP includes major investments in street rehabilitation, storm drain improvements, pedestrian and bicycle safety, traffic safety, facility improvements, and other essential public infrastructure needs.

DISCUSSION

Staff will provide a brief presentation summarizing the status of key Public Works projects and upcoming work. The presentation will generally focus on the following project areas:

1. Street Rehabilitation and Maintenance

Ongoing implementation of the Town's pavement management and street rehabilitation program.

2. Storm Drain Improvements

Continued repair, replacement, and maintenance of aging storm drain infrastructure.

3. Traffic Safety and Complete Streets Projects

Pedestrian, bicycle, intersection, and corridor safety improvements, including grant-funded projects.

4. Town Facility and Infrastructure Projects

Facility reliability, building, park, and other infrastructure-related CIP work.

5. Project Delivery and Coordination

Coordination with consultants, contractors, utility agencies, funding agencies, and private development projects.

This update is intended to provide only a high-level overview. Individual projects requiring Town Council action will return as separate agenda items when needed.

FISCAL IMPACT

There is no fiscal impact associated with receiving this report. Project funding and appropriations are addressed through the adopted Operating and Capital Improvement Budget, individual project budgets, grant agreements, and future Town Council actions as applicable.

CEQA COMPLIANCE

Receiving this informational update is not a “project” under the California Environmental Quality Act (CEQA) because it does not approve or commit the Town to any specific project, physical improvement, or course of action. Any future project approvals will be reviewed for CEQA compliance as appropriate.

ALTERNATIVES

None

NEXT STEPS

This item is presentational only.



TOWN OF MORAGA
TOWN COUNCIL MEETING
June 10, 2026

Supplemental to Published Agenda

14: Supplemental

Updates Include:

- Written public comment received during the course of the meeting pertaining to Item 9A
- Grand Opening Celebration Flyer for Lunar View Optometry provided during public comment
- Copy of NextDoor post provided by Councilmember Steve Woehleke during the course of Item 9A
- Presentation: Item 9A
- Presentation: Item 9C

From: Kathryn Carr COWGIRL5@sbcglobal.net
Subject: Rancho Laguna Park
Date: Jun 10, 2026 at 9:54:25 AM
To: recdesk@moraga.ca.us, +townclerk@moraga.ca.us,
+smitnick@moraga.ca.us, +mbrady@moraga.ca.us

Parks and Recreation

I have recently been informed of your proposal to make major changes to the Rancho Laguna Park, I was not notified of anything and literally live next door. The changes you are advocating such as pickle ball courts , sports fields would be very inappropriate for the setting for many reasons, this is a busy park but relatively quiet, making the proposed changes would significantly impact local residents.

The changes would change the quiet relaxing nature of the park and the surrounding neighborhood. Additionally, It would destroy the butterfly garden. The implications of noise, parking and traffic have not been considered. I have not seen any notice of an EIR of these effects on the surrounding open space, adjacent creek and abundant wildlife, let alone the neighbors.

This proposal is short sighted and poorly planned. The amount of money spent on the study could have fixed the bathrooms and picnic tables with money left over. There are better places for sports fields and pickle ball courts.

I am surprised there was no notifications to stakeholders living nearby and no environmental impact reports done. This is a travesty to change this well used park.

Please forward this message to the appropriate parties.

Kathryn Carr

Sent from my iPad



LUNAR VIEW
OPTOMETRY

Grand Opening

Celebration.

June 27, 2026 | 1:00 PM to 4:00 PM

920 Country Club Dr Suite 1A
Moraga, CA 94556

Please join us for a party to mark
the beginning of a new chapter.
Enjoy refreshments, tours of our
new space, and meet our
caring and dedicated team.



Nextdoor Post

[Redacted Name]

The users of the "dog park" feel very strongly that it should be left as is. Yet, as a nearby resident, I see it's use by non-dog owners to be very seldom and few. The following questions should be asked and addressed with solid empirical data and not emotions or hunches. Might does not make right, as they say. No 10 year old child unable to avail him or herself of the park's potential is not going to show up at a town council meeting. And few families opting to not compete with the dogs for the BBQ areas will show up either. Yet many, very many, dog owners will show up, vociferously so.

1. How many unique users of the park as a dog park are there? How many are Moraga residents?
2. How does that number compare to what the usage is now and would be if the dog hours and/or areas were restricted more than they are now, and organized human activities were included, such as soccer leagues?
3. How does the expansiveness of the RL dog park compare to other municipal dog parks?

In short, what is the highest and best use of the beautiful park?

♡ Like ○ Reply ➦ Share

[Redacted Name]

Yawn...last time you floated that argument, Council members Harpham, Mendonca and Chew "bit", and off leash hours were eliminated. However, residents (not just "dog people") objected and quickly gathered enough signatures for a referendum. The Town Council, not wanting to face an election on the matter, backed down, and the off-leash hours were restored. Meanwhile, the above-mentioned council members each lost re-election. Council members Trotter and Metcalf, who voted against the off-leash ban, went on to subsequent re-elections. So far, I've only heard one current council member that "gets it". (And his name ain't "Steve").

♡ 1 ○ Reply ➦ Share

1

PARKS, RECREATION, AND OPEN SPACE MASTER PLAN UPDATE

Process, Engagement, and Schedule

June 10, 2026

Mackenzie Brady
Parks and Recreation Director



A. Consultant Team and Current Work

B. Engagement Efforts

C. May 1 Workshop Concepts

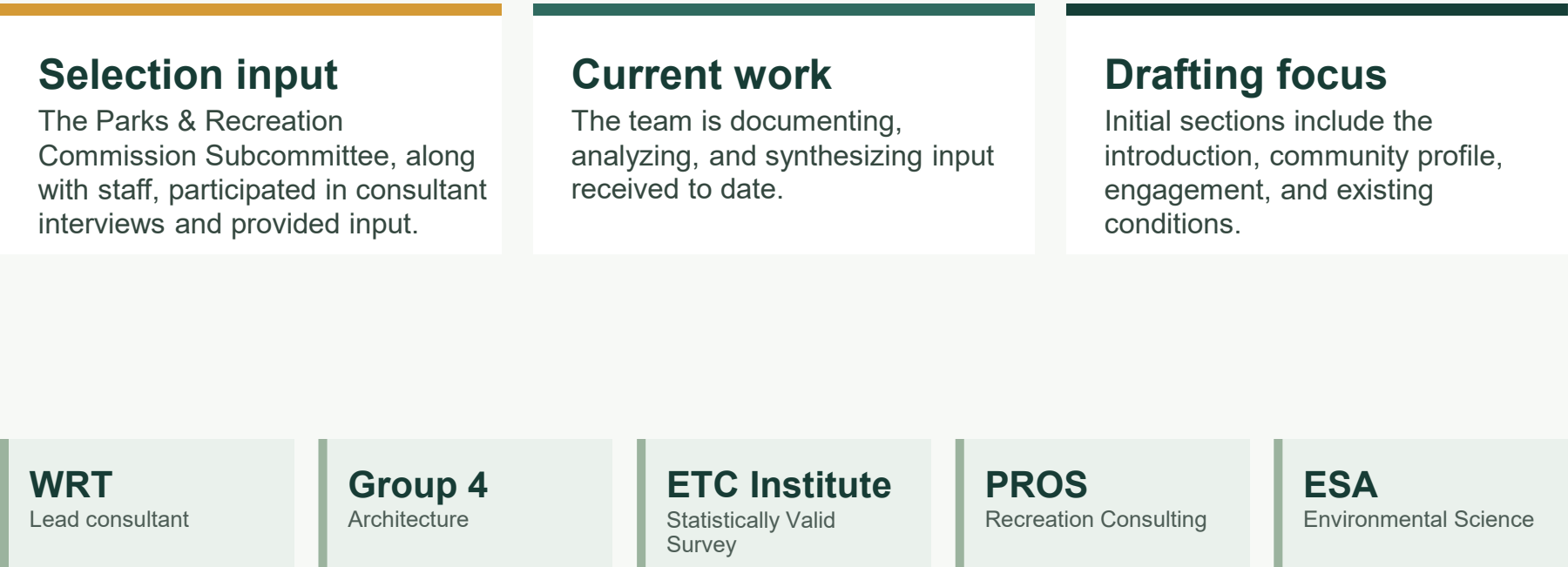
D. FAQ

E. Fiscal Impact/Implementation

F. Next Steps/Schedule

The consultant team is currently moving from outreach into synthesis

Town Council approved an agreement with WRT on June 25, 2025 after a competitive recruitment and interview process.



Seven pop-up outreach events captured more than 1,500 responses

Event	Date	Responses
Pear and Wine Festival	September 27, 2025	481
St. Mary’s College Parent Weekend	October 3, 2025	60
St. Mary’s College Athletes Community Service Activities	October 4, 2025	179
Moraga Library Book Sale	October 4, 2025	222
Moraga-Orinda Fire District Pancake Breakfast	October 11, 2025	139
Moraga Farmers Market	October 19, 2025	Combined with below
Not So Creepy Commons	October 24, 2025	462

1,500+
total pop-up responses across the fall outreach events

~500
estimated individuals participated in pop-ups, using an average of 3 responses per person

43
individuals participated in the accompanying online survey

Data note
Farmer’s Market data is combined with Not So Creepy Commons because the same pop-up boards were used.

Source: Town of Moraga staff report and staff-provided pop-up response counts.

Targeted focus groups reached ten stakeholder perspectives

Targeted focus groups were also conducted with a broad range of stakeholders, including:

Youth and Families	Schools and Higher Education
Seniors	Environmental and Open Space Stakeholders
Business and Event Stakeholders	Sports Organizations
Long-Term Residents and Parents	Other Recreation Providers
Art in Public Spaces Committee	Moraga Parks and Recreation Commission

Focus group summaries surfaced 11 recurring themes for the PROS Master Plan

01	Strong Community Identity Rooted in Parks and Open Space	07	Arts, Placemaking, and Cultural Identity
02	Aging and Inadequate Facilities	08	Accessibility, Connectivity, and Safety
03	Critical Need for Indoor, Multi-Use Community Space	09	Underutilized Assets and Missed Opportunities
04	Sports Fields: Persistent Shortage and Unsustainable Model	10	Communication and Outreach as Infrastructure
05	Support for Joint-Use Partnerships	11	Funding, Staffing, and Implementation Capacity
06	Programming Gaps Across Age Groups		

Statistically valid survey confirms a representative community sample

A statistically valid survey was conducted in December 2025 and January 2026 using a randomized household sampling methodology. The mailing was intentionally delayed until after the holiday season to help maximize response rates.

3,000

randomly selected Moraga households received survey packets

Mail + Online

respondents could complete the survey either by mail or online

400+

consultant goal for completed surveys

415

valid responses were ultimately collected

Validation method

Online responses were validated against the original random sample addresses to ensure only selected households were included in the statistically valid dataset.

Reported precision

The 415 valid responses resulted in a reported precision level of approximately +/- 4.6% at a 95% confidence interval.

Preliminary concepts are not final recommendations.

Concepts were built from cumulative input, including outreach, focus groups, survey results, existing conditions, trends, prior plans, and earlier feedback.

No projects, facility locations, or implementation processes have been recommended or approved.

WORKSHOP CONCEPTS

May 1 workshop concepts were designed to test ideas, not offer recommended projects

1

Generate discussion

Give the community concrete ideas to react to.

2

Test opportunities

Explore ideas before recommendations are drafted.

3

Identify concerns

Surface constraints, compatibility issues, and limitations.

4

Gather feedback

Use responses to shape draft recommendations and priorities.

MAY 1 WORKSHOP

2. The following have been identified as potential opportunities for improving **Moraga Commons Park**. Which would you support the Town exploring further? (*select all that apply*)



Moraga Commons Park Opportunities

- ☐ Dog park (in "Back 40" area)
- ☐ Small multiuse field (in "Back 40" area)
- ☐ Add passive amenities such as trails, seating, and biodiverse vegetation
- ☐ Improved walking loops
- ☐ Shade over all access playground
- ☐ Host more community events
- ☐ Convert partial basketball court to one full court
- ☐ Provide access to creek by thinning vegetation and adding nature trails and interpretive signage
- ☐ Other (please specify)

MAY 1 WORKSHOP

3. The following have been identified as potential opportunities for improving **West Commons Park**. Which would you support the Town exploring further? (*select all that apply*)



West Commons Park Opportunities

- ☐ Create central lawn for picnic and play
- ☐ Add seating and shade throughout
- ☐ Improve entrance visibility and access with signage or art
- ☐ Provide access to creek area by thinning vegetation and adding nature trails and interpretive signage
- ☐ Small pavilion to accommodate smaller events and gathering
- ☐ Encourage more interactive art pieces
- ☐ Other (please specify)

MAY 1 WORKSHOP

4. The following have been identified as potential opportunities for improving **Rancho Laguna Park**. Which would you support the Town exploring further? (*select all that apply*)



Rancho Laguna Park Opportunities

- ☐ Replace aged restroom
- ☐ Add pickleball courts, mitigating any potential sound impacts to neighbors
- ☐ Clarify reservable picnic areas and expand reservable amenities
- ☐ Enable flexible use of central lawn, with hours for people play and for dog play
- ☐ Other (please specify)

MAY 1 WORKSHOP

5. The following have been identified as potential opportunities for improving the **Lafayette Moraga Regional Trail**. Which would you support the Town exploring further? (*select all that apply*)



Saint Mary's Road Linear Park Opportunities

- ☐ Replace fitness stations
- ☐ Add small fenced dog park
- ☐ Improve/add seating and shade
- ☐ Improve vegetative screening along St. Mary's Road
- ☐ Other (please specify)

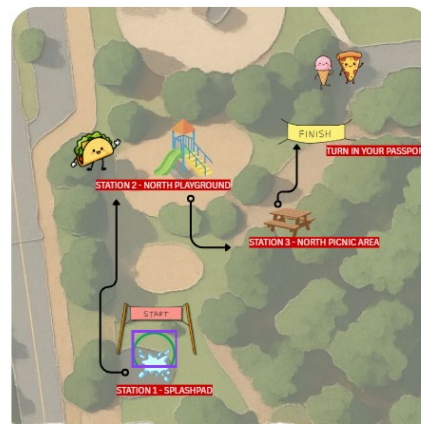
MAY 1 WORKSHOP OUTREACH

May 1 Moraga Plays: Park Social

Organized and promoted within a relatively short three-week timeframe from the date the event was confirmed.

Outreach included:

- Five Constant Contact email campaigns to about 10K individuals each time
- One About Town newsletter announcement sent to about 8K individuals
- Electronic Sign Board Posting
- Facebook post
- Automatic pop-up notification on the Town website to all visitors
- Banners displayed on Moraga Commons Park and Hacienda de las Flores fences
- A-frame posters at Moraga Commons
- School District Emails



Thank you for participating!



328+ participants

Based on activity passports collected

~136

Online + 2 hard copy responses on community survey after workshop for those who couldn't attend

25

Emails from public providing comments/feedback

325

Scoops of Loard's Ice Cream + 297 T-Shirts given away

11

10 Raffle Prizes from 7 Community Organizations + 1 Grand Prize from 17 Moraga Businesses

Recurring questions will be addressed through the website FAQ and updates

Outreach Process visibility and public access to updates.	Survey methodology Representativeness and online response controls.	Workshop concepts How preliminary concepts should be interpreted.	Community center Concepts and potential locations.
Pear orchard preservation Preservation values and trade-offs.	Dog amenities Dog-related amenities and off-leash uses.	Parking compatibility Parking and neighborhood compatibility concerns.	Recreation priorities Unmet needs and priority setting.

The FAQ is intended to provide clarity on outreach, survey methodology, workshop concepts, and process.

Proposed next milestones keep public review in the process

June 10 Master Plan schedule update at Town Council.	June 12 Community survey at moragaplays.com closes.	June 24 Engagement and survey results to Council, with public comment.	Jul–Aug Develop draft recommendations and priorities.
Sept. 9 Joint Council/Commission study session. Summary of findings and preliminary recommendations.	Oct. 12 Draft plan to Parks & Recreation Commission.	Nov. 18 Final Plan review and adoption by Town Council.	FAQ FAQ document accompanies this staff report.

Recommendation:

Receive update and approve proposed schedule of future meetings

Questions?

Alternatives

1. Make no changes and stay with previously approved timeline.
2. Conduct additional community workshop.
3. Develop alternative schedule.



Public Works – Department Projects Update

June 10, 2026



Capital Project Highlights and Next Priorities

Nate Levine, PE, TE
Public Works Director/Town Engineer



Today's Focus

Top Priorities — not a full CIP inventory.

- | | | |
|-----------|--|---|
| 01 | Rheem Boulevard Slide Repair | Roadway stability need and design path. |
| 02 | Canyon Road Culvert Replacement | Repair/rehabilitate damaged culvert infrastructure. |
| 03 | Corliss Drive Culvert / Storm Drain | Move a major drainage repair toward delivery. |
| 04 | 2025/2026 Paving + Moraga Road Complete Streets | Near-term construction and design priority |

Other active work will be briefly summarized: School Street RFP, Townwide Storm Drain Repairs, HSIP 12, Smart Signals, Livable Moraga Road, Moraga Way SS4A, and Town Facilities Energy Reliability.



Recently Completed Projects

Recent projects completed or substantially completed

01 Townwide Safety Improvements (HSIP) High-visibility crosswalks, stop/yield lines, flashing devices, signs, and pavement legends

02 2023/2024 Paving Street rehabilitation, storm drain, striping, and sidewalk improvements

03 Annual Storm Drain Repairs Town-wide priority drainage repairs were completed through the annual storm drain repair program

Completed projects allow staff to close out funding and shift focus to the next delivery priorities.



Rheem Boulevard Slide Repair

CIP 25-408 | Rheem Boulevard at Chalda Way

FUNDED

~\$880K

FOCUS

Roadway
stability

PHASE

Design Contract
→ Construction

- **Need:** Address severe pavement separation in the eastbound lane west of Chalda Way.
- **Current Phase:** Investigation and engineering to identify the cause and preferred stabilization approach.
- **Goal:** Develop a constructible stabilization project that protects roadway reliability and can be delivered quickly and within budget.



NEXT STEP / SCHEDULE

Award design contract now; complete design/BOD and permitting in 2026; construction anticipated spring/summer 2027.



Canyon Road Culvert Replacement

CIP 23-201 | Drainage infrastructure serving a critical corridor

FUNDED

~\$860K

FOCUS

Culvert
replacement

PHASE

Permitting
→ Construction

- **Need:** Repair/replace a 60-inch culvert beneath Canyon Road damaged after the 2023 storms.
- **Current Phase:** Emergency Opening Work Complete; Design, permitting, and regulatory agency coordination for permanent repair in progress.
- **Goal:** Complete construction before the 2026 rainy season, subject to regulatory approvals and permits.



NEXT STEP / SCHEDULE

Goal is to complete before the 2026 rainy season, subject to regulatory agency approvals and permits.



Corliss Drive Culvert / Storm Drain

CIP 25-202 | 299 Corliss Drive

FUNDED

~\$1M

FOCUS

Storm drain
repair

PHASE

Design → 2027
Construction

- **Need:** Repair/rehabilitate failing storm drainage infrastructure on Corliss Drive.
- **Current Phase:** Design, access, utility, environmental, and construction packaging.
- **Goal:** Advance the project for construction in 2027.



NEXT STEP / SCHEDULE

Design and permitting in 2026; construction anticipated in 2027.



2025/2026 Paving + Moraga Road Complete Streets

Near-term construction and delivery priorities.

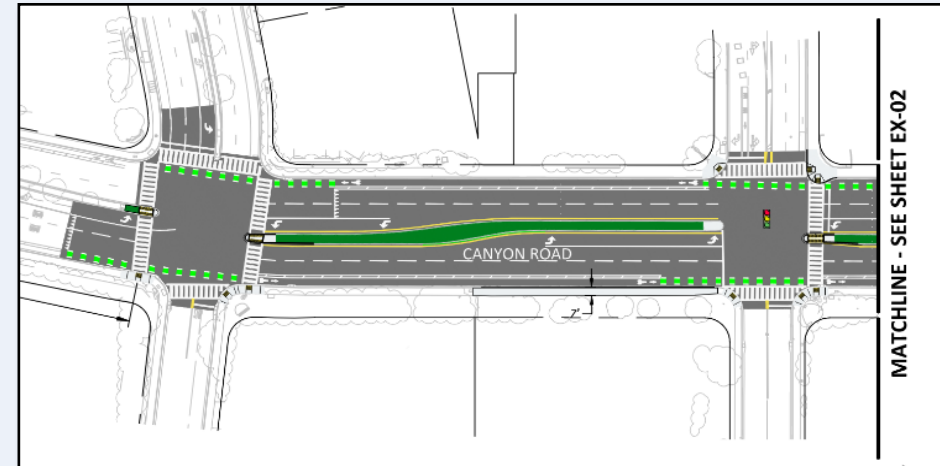


2025/2026 Street Rehabilitation

CIP 25-401 and CIP 26-401

Pavement rehabilitation, concrete repairs, drainage repairs, traffic control, and striping.

Construction scheduled to start in early July 2026.



Moraga Road / Canyon Road Complete Streets

CIP 23-411

St. Mary's Road to Sanders Drive
SS4A grant-funded safety and access improvements.

Construction is expected to commence in late 2026 (administered by CCTA).

Priority: keep near-term construction moving while preparing visible corridor projects for the next delivery phase.



Other Active / Near-Term CIP Work

School Street RFP

Study: 2026–2027

Feasibility, concept development, and implementation roadmap.

Moraga Way SS4A Study

Study: 2026–2028

Safety, access, and connectivity planning.

Townwide Storm Drain Repairs

Annual / ongoing

Priority repairs from CCTV, SDMP, and condition assessments.

Smart Signals

Implementation: Late 2026–2027

Lamorinda signal upgrades for reliability, safety, and emergency operations.

HSIP Cycle 12

Design: 2026–2027; Construction: 2027–2028

Townwide signage and striping improvements.

Town Facilities Energy Reliability

Implementation: 2026–2027

Generators, solar, and facility sequencing.

Livable Moraga Road

Outreach + Council finalization: Fall 2026

Segment 3 and corridor concept refinement.

Timing is approximate and depends on consultant delivery, grant authorization, approvals, utility coordination, and future approvals.



Keeping Current Projects on Track

Fix known issues, close out funding, and keep committed projects moving

Public Works is focused on moving funded and committed projects through design, permitting, construction, and closeout while maintaining eligibility for outside funding.

- | | | |
|---|---|--|
| 1 | Fix known infrastructure needs now | Advance Rheem slide, culvert repairs, storm drain, and paving work before conditions worsen. |
| 2 | Close out funding and reimbursements | Complete grant reporting, authorization steps, and reimbursement documentation. |
| 3 | Keep committed projects on schedule | Prepare scopes, budgets, traffic control, and inspection plans early. |
| 4 | Coordinate early | Utilities, schools, residents, regulatory agencies, contractors, and internal staff. |

Maintaining focus helps current projects reach construction, closeout, and reimbursement milestones.



Key Takeaway

A proactive approach to known infrastructure needs

Public Works is advancing high-priority CIP projects before conditions worsen or require emergency response, while keeping near-term paving and Complete Streets work moving toward implementation.

Address Known Needs

Rheem Slide, Canyon Culvert, and Corliss Storm Drain are being advanced through design, permitting, and construction readiness.

Deliver Near-Term Work

2025/2026 paving and Moraga Road Complete Streets remain priority delivery items.

Maintain Delivery Focus

Keep funded work moving through design, permitting, construction readiness, and closeout.

Public Works also works to actively address roadway safety, but may be limited at times due to costs, staffing, and overall priorities

Thank You!

Questions?