TOWN OF MORAGA
TOWN COUNCIL

WEDNESDAY, JUNE 24, 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

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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 your Local Community Access Television (CATV); or by viewing the Town's YouTube Live channel at: https://www.youtube.com/@TownofMoraga335
You may now view and participate in the Town of Moraga Town Council meetings via Zoom by navigating to Zoom.com and using the unique Meeting ID and Password published with each agenda.

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 24, 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 - National Immigrant Heritage Month
Immigrant Heritage Month June 2026.pdf

3B. Proclamation - America's 250th and California's 175th Anniversary
America 250 California 175 Proclamation June 2026.pdf

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.

5. ADOPTION OF MEETING AGENDA

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

B. Acceptance of Consent Items

6A. Adopt a Resolution:

Authorizing the Town Manager to execute a Professional Services Agreement with Theis Engineering & Associates for consultant engineering services through June 30, 2027, in an amount not to exceed $128,000.
Staff Report
Att A - Draft Resolution PSA Award Theis.docx
Att B - Draft PSA for Theis Engineering.pdf

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

B. Town Manager

8. PUBLIC HEARING

8A. 1. Conduct a Public Hearing regarding the levy of the proposed assessments for Assessment District 1979-1, Town of Moraga Street Lighting (District) for Fiscal Year (FY) 2026-27; and

2. Adopt a Resolution confirming the Engineer's Report for the District, approving the District assessments and Assessment Diagram, and ordering the levy and collection of District Assessments for FY 2026-27.

Staff Report
Attachment A - Draft Resolution Confirming and Approving District Assessment FY 2026-27.pdf
Attachment B - District Engineer's Report for FY 2026-27.pdf
Attachment C - District Map of Boundaries.pdf

8B. Waive the first reading and introduce an ordinance amending Chapter 8.124 (Accessory Dwelling Units) of the Moraga Municipal Code to ensure consistency with current State ADU law, the Moraga 2040 General Plan, and the 2023–2031 Housing Element.
Staff Report
Attachment A - Draft Ordinance.pdf
Attachment B - Redlined Amendments to MMC Chapter 8.124.pdf
Attachment C - PC Resolution No. 04-2026 Exhibit A.pdf
Attachment D - Public Comment Letter CalHDF.pdf
Attachment E - ADU Technical Assistance Letter HCD.pdf

9. DEPARTMENT REPORTS

9A. Receive information on the Town's participation in the Senate District 7 ADU Accelerator Program to develop pre-approved ADU plans in partnership with Lafayette and Orinda.
Staff Report
Attachment A - Lamorinda Memorandum of Understanding.pdf

9B. Receive Parks, Recreation, and Open Space Master Plan community engagement update and provide input to staff.
Staff Report
Addendum - Public Comments Received Prior to Meeting

9C. Receive an Economic Development 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

JUN 24 2026 - Supplemental Documents

A PROCLAMATION DECLARING

National Immigrant Heritage Month

June 2026

WHEREAS, the United States is a nation of immigrants, who, with great bravery, left their homes, lives and loved ones to seek a better future in the land they had never been to; and

WHEREAS, generations of immigrants from every corner of the globe have built our country's economy and created the unique character of our nation; and

WHEREAS, immigrants have provided the United States with unique social and cultural influences, fundamentally enriching the extraordinary fabric of our nation; and

WHEREAS, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

WHEREAS, in 2014, President Barack Obama proclaimed the month of June as National Immigrant Heritage Month to honor and recognize the contributions and diverse cultures of immigrants.

THEREFORE, BE IT RESOLVED that the Mayor and Council of the Town of Moraga hereby declare the month of June as Immigrant Heritage Month and we encourage members of the community to learn more about the history of our Nation's diverse and varied immigrant communities, reflect upon their own immigrant roots, and embrace the diversity that makes the nation stronger.

_____

Kerry Hillis, Mayor
Town of Moraga

A PROCLAMATION COMMEMORATING

America's 250th Anniversary
and California's 175th Anniversary

WHEREAS, on July 4, 2026, the United States of America will commemorate the 250th anniversary of the signing of the Declaration of Independence and the founding of our nation; and

WHEREAS, as the United States approaches this historic milestone, California also celebrates 175 years of statehood and reflects on its role in the American story as a place of opportunity, reinvention, discovery, and freedom; and

WHEREAS, our nation's founding ideals of equality, unalienable rights, liberty, and the pursuit of happiness have guided generations while calling each generation to more fully realize those principles; and

WHEREAS, California's history is rich, diverse, and complex, shaped by Native peoples, immigrants, workers, innovators, artists, entrepreneurs, civic leaders, and communities whose contributions continue to strengthen our state and nation; and

WHEREAS, California remains a global leader in culture, education, science, technology, agriculture, environmental stewardship, transportation, creativity, and civic innovation, powered by the diversity, grit, and determination of Californians; and

WHEREAS, this milestone provides an opportunity for communities across the nation and throughout California to reflect on our shared history, preserve local stories, encourage civic participation, and renew our commitment to liberty, equality, representative government, and justice for all.

NOW, THEREFORE, BE IT RESOLVED that the Town of Moraga hereby proclaims 2026 as the celebration year of America's 250th Anniversary and recognizes California's 175th Anniversary, encouraging all residents to honor our shared past, celebrate the contributions of all who call California home, and recommit ourselves to the principles of liberty and justice for all that continue to guide America, California, and the Town of Moraga.

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Kerry Hillis, Mayor of Moraga

CONSENT CALENDAR: 6A.

Meeting Date: June 24, 2026

TOWN OF MORAGA **STAFF REPORT**

To: **Honorable Mayor and Councilmembers**

From: **Nate Levine, Public Works Director/Town Engineer**

Subject: **Professional Services Agreement with Theis Engineering & Associates**

RECOMMENDATION

Adopt a Resolution:

Authorizing the Town Manager to execute a Professional Services Agreement with Theis Engineering & Associates for consultant engineering services through June 30, 2027, in an amount not to exceed $128,000.

BACKGROUND

The Public Works Department has had two vacant engineering positions - Senior Engineer and Associate Engineer - since January 2026. In March 2026, the Town conducted a recruitment for the Associate Engineer position. The recruitment produced one applicant, who was not advanced to an interview because the applicant's background and experience did not align with the Town's needs.

The Town is currently recruiting again for both positions, with applications scheduled to close on June 28, 2026. Following the application period, the Town will need to review applications, conduct interviews, complete the selection process, and allow time for the selected candidates to begin employment. The timing and outcome of these recruitments are not yet known.

In addition to these vacancies, an Engineering Technician will leave Town employment at the end of June 2026. This departure will further reduce available staffing and create an immediate need for temporary professional project management services to maintain progress on active capital projects while the Town continues its recruitment efforts.

DISCUSSION

Professional CIP project management services are needed to maintain progress on active capital projects during the current staffing shortage.

Staff therefore recommends entering into a professional services agreement with Theis Engineering & Associates for temporary professional CIP project management services. The Town has worked with Theis Engineering & Associates (Theis) over the years for project delivery and related professional services. Under the proposed agreement, Theis would assign qualified personnel knowledgeable about the Town's Capital Improvement Program (CIP), active projects, consultants, funding sources, and internal procedures. This arrangement will allow assigned capital projects to continue with limited onboarding during the Department's ongoing recruitments. The Town would identify assigned projects, priorities, schedules, budget parameters, and required deliverables, and Theis would be responsible for managing and supervising its personnel to complete the work. Services would be provided remotely beginning in mid-July 2026. Services may include:

- Managing assigned capital projects through planning, design, bidding, construction, and closeout;
- Coordinating project schedules, budgets, funding requirements, consultant deliverables, contractors, utilities, and stakeholders;
- Reviewing plans, specifications, cost estimates, invoices, pay applications, change orders, and reimbursement requests;
- Supporting project accounting, financial tracking, contract administration, and record retention; and
- Providing technical and administrative support related to assigned CIP projects, utility coordination, development review, and permit coordination, as requested for project delivery.

The proposed billing rate is $115 per hour. Preauthorized overtime would be billed at $160 per hour. These rates would remain valid through June 30, 2027. The proposed not-to-exceed amount of $128,000 is expected to provide approximately six months of professional CIP project management services, including limited overtime and incidental expenses.

The agreement would extend through June 30, 2027, providing flexibility to continue the services if needed. Theis could not exceed the initial $128,000 authorization without a future contract amendment and additional approval from the Town Council. The Town may also reduce or terminate the services as permanent positions are filled and staffing levels stabilize.

Staff recommends awarding the agreement on a sole-source basis, given the Town's prior experience with Theis Engineering & Associates and the firm's ability to provide professional CIP project management services with knowledge of the Town's projects and procedures. This approach will maintain project continuity while avoiding the delay and duplication associated with transitioning active work to a new consultant. Not proceeding with this agreement would require reprioritizing current projects and delivery schedules.

FISCAL IMPACT

The agreement has an initial not-to-exceed amount of $128,000. Costs will be funded through salary and benefit savings from vacant Public Works positions and available budgets for the capital projects supported by Theis. Consultant time will be charged to the appropriate operating or CIP budget based on the work performed. No additional appropriation is requested with this action.

CEQA COMPLIANCE

Approval of a professional services agreement for temporary professional CIP project management services is an organizational and administrative activity of government that will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a project under the California Environmental Quality Act pursuant to CEQA Guidelines Section 15378(b)(5).

ALTERNATIVES

1. Approve the agreement with modifications to the term, scope, or not-to-exceed amount.
2. Do not approve the agreement and provide an alternative direction to staff.

NEXT STEPS

Upon approval, staff will finalize and route the professional services agreement for execution. Professional CIP project management services are anticipated to begin in mid-July 2026. Staff will continue the recruitment processes for Senior Engineer and Associate Engineer positions and will adjust the level of consultant support as positions are filled and operational needs change.

ATTACHMENTS

Att A - Draft Resolution PSA Award Theis.docx
Att B - Draft PSA for Theis Engineering.pdf

TOWN OF MORAGA
TOWN COUNCIL

RESOLUTION NO. XX-2026

AUTHORIZING THE TOWN MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THEIS ENGINEERING & ASSOCIATES FOR PROFESSIONAL CIP PROJECT MANAGEMENT SERVICES THROUGH JUNE 30, 2027, IN AN AMOUNT NOT TO EXCEED $128,000

WHEREAS, the Public Works Department has had vacant Senior Engineer and Associate Engineer positions since January 2026, is actively recruiting to fill both positions, and will lose an Engineering Technician at the end of June 2026;

WHEREAS, temporary professional CIP project management services are needed to maintain progress on active capital improvement projects while recruitment efforts continue;

WHEREAS, the Town has previously used Theis Engineering & Associates for similar project delivery services, and the firm is able to provide professional CIP project management services with knowledge of Town projects and procedures, allowing assigned project work to continue with minimal transition time; and

WHEREAS, the proposed agreement will extend through June 30, 2027, with an initial not-to-exceed amount of $128,000 funded through salary and benefit savings and available capital improvement project budgets.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga authorizes the Town Manager to execute a Professional Services Agreement with Theis Engineering & Associates for professional CIP project management services through June 30, 2027, in an amount not to exceed $128,000, in a form approved by the Town Attorney.

BE IT FURTHER RESOLVED that the Town Manager is authorized to execute minor amendments and take other actions necessary to administer the agreement, provided that such actions do not increase the authorized not-to-exceed amount or extend the agreement beyond June 30, 2027.

DRAFT

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 24 day of June, 2026 by and between the TOWN OF MORAGA, hereinafter called the "Town", and Theis Engineering & Associates, hereinafter called the "Consultant." Town and Consultant shall be sometimes collectively referred to as "Parties."

Recitals

WHEREAS, Town desires to obtain Full-Time Staff Augmentation for project management services in connection with various Capital Improvement Projects; and

WHEREAS, Consultant hereby represents and warrants to the Town that Consultant is fully qualified to perform the services described in Section 2 of this Agreement by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Town desires to retain Consultant pursuant to this Agreement to provide the services described in Section 2 of this Agreement.

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and are hereby incorporated as terms of the Agreement.

2. Scope of Services. Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit "A".

3. Time of Performance. The services of the Consultant are to commence no sooner than July 1, 2026, and, subject to Town Council approval, be completed not later than June 30, 2027. Consultant shall perform its services in accordance with the schedule in Exhibit "B." Any changes to these dates in either this Section 3 or Exhibit "B" must be approved in writing by the Town Manager or its representatives.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit "C". However, in no event shall the amount Town pays Consultant exceed One Hundred and Twenty-Eight Thousand Dollars ($128,000). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

B. Timing of Payment. Billing for said services shall be made once at the conclusion of the work and submittal of the records and any appropriate report. Town shall review Consultant's billing statement and pay Consultant for services rendered within 45 days of receipt of a complete billing statement that meets all requirements of this Agreement.

C. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) without prior written amendment to this Agreement.

D. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

E. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

F. Litigation Support. Consultant agrees to testify at Town's request if litigation is brought against Town in connection with Consultant's report. Unless the action is brought by Consultant or is based upon Consultant's negligence, Town will compensate Consultant for the preparation and the testimony at Consult's standard hourly rates, if requested by Town and not part of the litigation brought by Town against Consultant.

5. Amendment to Scope of Services. Town shall have the right to amend the Scope of Services within the Agreement attached hereto as Exhibit A, by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure Town's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate Town authorization.

6. Duties of Town. Town shall provide all information requested by Consultant that is reasonably necessary to performing the Scope of Services. Town retains all rights of approval and discretion with respect to assignment of any projects or undertakings contemplated by this Agreement.

7. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the

Consultant under the Agreement shall be vested in the Town, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the Town. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the Town without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of Town during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the Town. Any consultants, specialists or experts approved by Town are listed in Exhibit "D."

9. Conflict of Interest.

A. Town and Consultant will comply with the requirements of the Town's Conflict of Interest Code adopted pursuant to California Government Code §87300 et seq., the Political Reform Act (California Government Code §81000 et seq.), the regulations promulgated by the Fair Political Practices Commission (Title 2, §18110 et seq. of the California Code of Regulations), California Government Code §1090 et seq., and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the Town Clerk a completed Form 700 before commencing performance of the Services unless the Town Clerk determines that completion of a Form 700 is not required, pursuant to Town's Conflict of Interest Code. Form 700 forms are available from the Town Clerk.

B. Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to Consultant's obligations pursuant to this Agreement. Consultant agrees to cooperate fully with Town and to provide any necessary and appropriate information requested by Town or any authorized representative concerning potential conflicts of interest or prohibitions concerning Consultant's obligations pursuant to this Agreement.

C. Consultant may not employ any Town official, officer or employee in the performance of the Services, nor may any official, officer or employee of Town have any financial interest in this Agreement that would violate California Government Code §1090 et seq. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of Town. If Consultant was an employee, agent, appointee, or official of Town in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse Town for any

sums paid to Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code §1090 may include criminal prosecution and disqualification from holding public office in the State of California.

10. Any violation by Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the Town reserves all its rights and remedies at law and equity concerning any such violations. Liability of Members and Employees of Town. No member of the Town and no other officer, employee or agent of the Town shall be personally liable to Consultant or otherwise in the event of any default or breach of the Town, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

11. Indemnity.

A. To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the Town, (which acceptance will not be unreasonably withheld), and hold harmless Town and its officers, officials, employees, agents and volunteers and any granting agency identified in any applicable Grant Agreement ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. If Consultant is a "design professional," as defined in California Civil Code Section 2782.8(c), Consultant shall indemnify, defend, and hold the Indemnitees harmless against Liability only to the extent such Liability arises out of, pertains to, or relates to Consultant's negligence, recklessness, or willful misconduct. In such an event, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage of fault.

C. The obligations in this Section 11 shall survive termination of this Agreement.

12. Consultant Not an Agent of Town. Consultant, its officers, employees and agents shall not have any power to bind or commit the Town to any decision.

13. Independent Contractor. Consultant and Town agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the Town. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the Town and in the performance of the Consultant's Services, Town shall have no control over the method or means of Consultant's performance of the Services. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

14. Compliance with Laws.

A. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations. Consultant represents and warrants to Town that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to Town that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession.

B. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of this Agreement.

C. Prevailing Wage. Consultant and Consultant's sub-consultants, shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the Town's Public Works Department office.

D. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. Town Not Responsible. The Town is not responsible or liable for Consultant's failure to comply with any and all of said requirements.

15. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by Town, or as required by law.

16. Insurance.

A. Minimum Scope of Insurance. Consultant agrees to have and maintain, for the duration of this Agreement the following minimum levels of insurance coverage:

(1) Consultant agrees to have and maintain, for the duration of this Agreement, a General Liability insurance policy insuring it and its firm to an amount not less than $2,000,000 (Two Million Dollars) combined single limit per occurrence and

in the aggregate for bodily injury, personal injury and property damage with an aggregate limit of twice the required occurrence limit.

(2) Consultant agrees to have and maintain for the duration of this Agreement an Automobile Liability insurance policy insuring it and its staff to an amount not less than $2,000,000 (Two Million Dollars) combined single limit per accident for bodily injury and property damage.

(3) Consultant shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than $2,000,000 (Two Million Dollars) on a claims-made and annual aggregate basis. Consultant shall procure the professional errors and omissions liability insurance described herein and shall ensure that the policy provides and allows for a reporting period of at least four (4) years after the professional liability policy expires. A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of Consultant:

(a) This policy shall provide coverage for Workers' Compensation (Coverage A).

(b) This policy shall also provide required coverage for Employers' Liability (Coverage B.)

(4) All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:

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

(b) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the Town may possess, including any self-insured retention the Town may have, and any other insurance the Town does possess shall be considered excess insurance only and shall not contribute with it."

(c) "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company."

(5) Consultant shall provide to the Town all certificates of insurance with original endorsements effecting coverage required by this paragraph. Certificates of such insurance shall be filed with the Town on or before commencement of performance of this Agreement. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

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

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

(a) All Coverages. Each insurance policy required shall provide that coverage shall not be canceled, except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file with the Town Manager at all times during the term of this Agreement.

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

(c) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Town. At the Town's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

17. Assignment Prohibited. Neither the Town nor Consultant may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation hereunder shall be void and of no effect.

18. Termination of Agreement.

A. This Agreement and all obligations hereunder, except for those indemnity obligations set forth in Section 11, may be terminated at any time, with or without cause, by the Town upon 5 days' written notice to Consultant. Consultant may terminate this Agreement upon 30 days' written notice to Town.

B. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Town may terminate this Agreement immediately upon written notice.

C. Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the Town, become its sole property and shall, at Consultant's expense, be delivered to the Town or to any party it may so designate.

D. In the event termination is without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination.

19. Suspension. The Town shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Consultant to perform any provision of this Agreement. Consultant will be paid for satisfactory Services performed through the date of temporary suspension. In the event that Consultant's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Consultant's reasonable control, Consultant's compensation shall be subject to renegotiation.

20. Amendment. This Agreement and all exhibits referenced herein constitutes the complete and exclusive statement of the agreement between Town and Consultant shall supersede any previous agreements, whether verbal or written, concerning the same subject matter. This Agreement may be amended or extended from time to time by written agreement of the parties hereto.

21. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

22. Time of the Essence. Time is of the essence of this Agreement.

23. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth hereinbelow. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to Town:
Nate Levine, Public Works Director/Town Engineer
Town of Moraga
329 Rheem Blvd
Moraga, CA 94556

If to Consultant:
Theis Engineering & Associates
Larry Thies, President
PO Box 21553
Concord, CA 94521

24. Consultant's Books and Records.

A. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to Town for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant.

B. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Town Attorney, Town Auditor, Town Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to Town for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

D. Town may, by written request by any of the above-named officers, require that custody of the records be given to Town and that the records and documents be maintained in the Town Manager's office. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

25. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

26. Town Not Obligated to Third Parties. Town shall not be obligated or liable for payment hereunder to any party other than the Consultant.

27. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or

provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

29. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

Exhibit A: Scope of Services

Exhibit B: Schedule

Exhibit C: Compensation

Exhibit D: Other Consultants, Specialists or Experts Employed by Consultant

Exhibit E: Liability and Insurance Requirements

30. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

31. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings, and public comments shall be prohibited unless expressly authorized by the Town.

32. Venue. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Contra Costa, California.

DRAFT

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement as of the date first above written.

TOWN OF MORAGA

By:

_____

Scott Mitnick,
Town Manager

_____

Amy Heavener
Town Clerk

APPROVED AS TO FORM:

By:

_____

Michelle Marchetta Kenyon,
Town Attorney

FUNDING:
By:

_____

Katie Bruner,
Administrative Services Director

CONSULTANT

By:

_____

Name:

_____

Title:

_____

Address:

_____

_____

Phone No:

_____

DRAFT

EXHIBIT A

Scope of Services

Attached

DRAFT

June 17, 2026

Nate Levine, P.E.
Public Works Director/Town Engineer
Town of Moraga
329 Rheem Blvd
Moraga, CA 94556

RE: Town of Moraga Full-time Staff Augmentation for project management services for various Capital Improvement Projects

Dear Mr. Levine,

We understand that the Town of Moraga (Town) is seeking professional engineering project management services for an initial period of approximately six (6) months, with the potential to extend based on Town needs, staffing levels, and project workload. This professional will specifically support the delivery of assigned Capital Improvement Program (CIP) projects, including consultant coordination, project administration, schedule and budget tracking, and related project delivery activities.

The Town anticipates using these professional services to help maintain project delivery schedules, manage consultant and contractor activities, and provide specialized project support during current staffing conditions. Familiarity with the Town of Moraga's active CIP program, grant-funded projects, consultant contracts, procedures, policies, and municipal project delivery is highly desirable.

In response, Theis Engineering & Associates is pleased to offer professional CIP project management services for assigned (Town) capital improvement projects. Theis Engineering & Associates will assign qualified personnel to provide project management and construction management oversight for assigned projects. Services may be performed remotely, in coordination with Town staff. The Town will identify assigned projects, priorities, schedules, budget parameters, and required deliverables, and Theis Engineering & Associates will be responsible for managing and supervising its personnel and determining the means and methods for completing the work.

The range of anticipated project management services may include, but are not limited to, the following:

Capital Improvement Program Management

- Manage and/or assist with assigned capital improvement projects through planning, design, bidding, construction, and project closeout.
- Coordinate project schedules, budgets, funding requirements, consultant deliverables, and project milestones.
- Assist with tracking project expenditures, commitments, change orders, and funding availability.
- Review plans, specifications, engineering reports, cost estimates, and contract documents.
- Assist with project bidding, contract administration, construction management, and project closeout activities.

Project and Consultant Coordination

- Provide project management coordination for assigned projects in coordination with the department's needs.
- Support and direct the assigned project work of consultants, contractors, utility providers, and project stakeholders.
- Support coordination of assigned work activities among Town staff, consultants, and contractors.
- Facilitate project meetings, track action items, and ensure timely follow-up and completion of assigned tasks.

CIP Financial Management and Administration

- Monitor project budgets and assist with project forecasting and financial tracking.
- Review consultant invoices, contractor pay applications, change orders, reimbursement requests, and supporting documentation.
- Support project accounting, project closeout, record retention, and related administrative functions.

Public Works and Engineering Support

- Support implementation and delivery of assigned CIP project priorities and special projects.
- Support preparation of project-related staff reports, correspondence, presentations, technical memoranda, and agenda materials.
- Provide technical and administrative support related to assigned CIP projects, utility coordination, and permit processing, as assigned.
- Assist in maintaining project management systems, tracking logs, schedules, and departmental records for assigned projects.

Assumptions:

1. Town Staff will provide the following, as needed for assigned project delivery:
    - Identify assigned projects, priorities, schedules, budget parameters, and required deliverables. Appropriate Town system access or project information necessary to perform assigned services
    - Appropriate network access and a Town-designed communication method for assigned project work.
2. Work will be performed entirely remotely with no expected visits to the Town offices.
3. Work will not be performed on Town-designated holidays.
4. Any overtime shall be pre-authorized by Town Staff via email.

Theis Engineering & Associates will invoice monthly and segregate our billing by assigned task orders/project numbers. All work is assumed to be performed by our Project Manager, Jared Kerr, and his hourly rate is $115 and an overtime hourly rate of $160 (these rates are valid through December 31, 2026). Mileage will be charged per the IRS published rates. Other direct/reimbursable costs will be charged at actual costs plus 10%.

Estimated Cost - 1040 hours at $115 per hour and 40 hours overtime at $160 plus minor incidentals = $128,000 not -to-exceed budget.

The scope of work described above is general in nature, and changes may be required based on the Town's project priorities and directions. The initial commitment between the Town and Theis Engineering & Associates will be based on professional CIP project management services for six months from July 1, 2026, through December 31, 2026, and the parties will discuss potentially continuing the staff augmentation services on a month-to-month basis going forward, as future amendments to this contract.

All services are considered on-call and will be based on assigned project needs identified by the Town. As a courtesy, we request that the Town provide two weeks' notice if it intends to reduce full-time service or terminate services without cause. Please contact me if you have any questions or would like to adjust any elements of the scope or estimated hours.

Sincerely,

Larry Theis
President
Theis Engineering & Associates

EXHIBIT B

Schedule of Performance

The services of the Consultant are to commence no sooner than July 1, 2026, and, subject to Town Council approval, be completed not later than June 30, 2027.

DRAFT

EXHIBIT C

Compensation

The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate of $115 per hour and an overtime hourly rate of $160 (these rates are valid through June 30, 2027. However, in no event shall the amount Town pays Consultant exceed One Hundred and Twenty-Eight Thousand Dollars ($128,000). Payment by Town under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the Town at the time of payment.

DRAFT

EXHIBIT D

Other Consultants, Specialists or Experts Employed by Consultant

None
[To be Inserted]

DRAFT

EXHIBIT E

Town of Moraga
Insurance and Liability Requirements

[attach]

EXHIBIT E

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Scott Vanderstraeten	
SAVAN Insurance & Financial Services, Inc 5356 Clayton Road, Ste 209 Concord, CA 94521	PHONE (A/C, No, Ext): 925-676-9543	FAX (A/C, No): 925-676-8166
	E-MAIL ADDRESS: scottv@savanfinancial.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Theis Engineering & Associates 4309 Rose Lane Concord, CA 94518	INSURER A: Travelers Property Casualty Company of America	
	INSURER B: Progressive Casualty Company	
	INSURER C: Security National Insurance Company	
	INSURER D: Hiscox Insurance Company Inc	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X	X	680-8W274058	05/24/2025	05/24/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	X	00610922	05/22/2025	11/22/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $	X	X	CUP-08W275946	05/24/2025	05/24/2026	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	KWP1425219	01/12/2026	01/12/2027	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability- Claims Made			P101.404.931.1	01/12/2026	01/12/2027	Occurrence Aggregate	$ 1,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Town of Moraga, its officers, officials, employees and volunteers are listed as additional insured with respect to the liability and commercial auto policies listed above. The general liability and commercial auto policies are primary and non-contributory. A waiver of subrogation applies to the general liability and workers compensation policies. A thirty (30) day notice of cancellation will be provided for all policies listed above.

CERTIFICATE HOLDER

The Town of Moraga
329 Rheem Blvd
Moraga, CA 94556
Attn: Public Works

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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PUBLIC HEARING: 8A.

Meeting Date: June 24, 2026

TOWN OF MORAGA **STAFF REPORT**

To: **Honorable Mayor and Councilmembers**

From: **Nate Levine, Public Works Director / Town Engineer Jeanet Lara, Senior Administrative Assistant**

Subject: **Authorization to Levy Assessments for Assessment District 1979-1, Town of Moraga Street Lighting for Fiscal Year 2026-27**

RECOMMENDATION

1. Conduct a Public Hearing regarding the levy of the proposed assessments for Assessment District 1979-1, Town of Moraga Street Lighting (District) for Fiscal Year (FY) 2026-27; and

2. Adopt a Resolution confirming the Engineer's Report for the District, approving the District assessments and Assessment Diagram, and ordering the levy and collection of District Assessments for FY 2026-27.

BACKGROUND

Authority to have a local Moraga Street Lighting Assessment District:

The Landscaping and Lighting Act of 1972 (California Streets and Highways Code 22500-22679) allows local governmental agencies to form assessment districts for the purpose of funding the operation and maintenance of public landscaping and lighting improvements. Accordingly, the Town formed the District in 1979 by Resolution 28-79. The annual assessments are collected through the Contra Costa County property tax roll and assessed only on properties within the District boundary.

Formation of the District:

The Town formed the District in 1979 by Resolution 28-79 to help fund the operation, maintenance, and repair of public streetlighting and traffic signals within the District.

Historical Assessment Rates for the District:

Between District formation in 1979 and FY 1998-99, District assessments ranged from $0.00 to $29.00. For the subsequent ten years, between FY 1999-00 and 2009-10, assessments remained unchanged at $16.00 per year (per single-family home).
In the spring of 2010, the Town conducted the noticing and balloting procedures required by Proposition 218 and successfully received property owner approval to increase annual District assessments to an initial assessment rate of $58.00 per equivalent dwelling unit (EDU), with the authorized maximum assessment escalated annually by the lesser of the change in the Consumer Price Index or 5%. A single-family home is equal to one EDU. For FY 2026-27, the authorized maximum assessment is $92.74 per EDU. Since FY 2010-11, the Town has not applied the authorized escalator and continues to levy $58.00 per EDU.

Setting the FY 2026-27 Assessment Rates for the District

In order to levy and collect the District assessments for FY 2026-27, a Public Hearing must be scheduled and noticed by publication in a paper of general circulation. The required Public Hearing will take place this evening on June 24, 2026, and will allow members of the public to provide input (including objections) to the proposed assessments. Notice of this public hearing was published in the East Bay Times on June 12, 2026.

DISCUSSION

The Town has contracted with Francisco and Associates (District Engineer) to prepare the FY 2026-27 Engineer's Report. The Engineer's Report (Attachment B) includes a map of the District boundaries (Attachment C), which encompasses approximately 4,200 parcels within the Town that pay an annual assessment for the operation and maintenance of traffic signals and 999 streetlights.

Overview of steps to set FY 2026-27 District Assessments:

The Landscaping and Lighting Act of 1972 requires the Town to complete the following process each year to levy and collect District assessments for the ensuing fiscal year:

1. Adopt a Resolution initiating proceedings to levy District assessments for FY 2026-27 and ordering the preparation and filing of the annual Engineer's Report for the District.

    - On April 22, 2026, Town Council adopted Resolution 21-2026

2. Adopt Resolutions approving the FY 2026-27 Engineer's Report for the District and declaring the Town's intention to levy and collect District assessments for FY 2026-27 and setting a Public Hearing date for June 24, 2026.

    - On May 27, 2026, Town Council adopted Resolutions 34-2026 and 33-2026

3. Conduct the Public Hearing affording all interested parties the opportunity to hear and be heard.

    - Item #3 is the subject of this report.

4. Adopt a Resolution confirming the Engineer's Report for the District, approving the District assessments and Assessment Diagram, and ordering the levy and collection of District Assessments for FY 2026-27.

- Item #4 is the subject of this report.

Upon completing the process outlined above, the Town must submit the District assessments to the Contra Costa County Auditor's office by August 10, 2026, for inclusion on the upcoming FY 2026-27 property tax roll.

Proposed FY 2026-27 Assessment Rates for the District

The Engineer's Report identifies an authorized maximum assessment of $92.74 per EDU for FY 2026-27 based on the voter-approved annual CPI escalator. Staff recommends continuing to levy the current assessment rate of $58.00 per EDU for FY 2026-27, and not applying the authorized CPI adjustment this year, to fund the construction, maintenance, and servicing of existing and future public street lighting and traffic signal facilities.

FISCAL IMPACT

FY 2026-27 Revenues:

The table below provides a summary of the District's estimated revenues for FY 2026-27:

Revenue Descriptions	Amount
District Property Assessments	$199,545
Town Contribution from Fund 140	$40,212
Interest Earnings	$12,000
Totals:	**$251,757**

FY 2026-27 Expenditures:

The table below provides a summary of the District's estimated expenditures for FY 2026-27:

Expenditure Descriptions	Amount
Contract Services	$24,750
Utilities	$190,000
Maintenance of Traffic Signals	$55,000
Staff Time/Labor Costs	$5,000
Membership and Dues	$945
Advertisement and Legal	$400
Totals:	**$276,095**

Although expenditures for FY 2026-27 are expected to exceed revenues due to rising utility, operations, and maintenance costs, the Town is in the process of coordinating with Pacific Gas and Electric to convert existing high-pressure sodium vapor (HPSV) lamps to energy-efficient Light-Emitting Diode (LED) lamps during FY 2026-27 in the Moraga Country Club neighborhood and along Alta Mesa from Paseo Bernal to the end of the public roadway. These street lighting upgrades will be completed at no cost to the Town and will provide improved illumination and reduced energy consumption for these areas.

Fund Balance:

The District is projected to have a beginning fund balance of approximately $541,000 as of July 1, 2026. Approximately $138,000 is set aside for District operating costs incurred between July 1 and December 10, prior to the first installment of District assessment revenue being received from the County. The remaining fund balance is accumulated for future street lighting, traffic signal repair/replacement, and capital improvement needs.

The estimated FY 2026-27 expenditures exceed anticipated revenues by approximately $24,300, resulting in an estimated ending fund balance of approximately $517,000 as of June 30, 2027. Should annual expenditures continue to exceed revenues, staff will evaluate operating costs, reserve needs, and future streetlight and traffic signal repair/replacement obligations to determine whether an assessment rate increase should be considered in a subsequent fiscal year.

CEQA COMPLIANCE

The Resolution confirming the District Engineer's Report, approving assessments, approving the Assessment diagram, and ordering the levy and collection of District Assessments for FY 2026-27 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. 3 §§ 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. Modify the proposed resolution.
2. Do not adopt the proposed resolution and provide direction to staff.

NEXT STEPS

The Town Clerk will immediately file the Engineer's Report, including the assessment and Diagram, with the County Auditor.

ATTACHMENTS

Attachment A - Draft Resolution Confirming and Approving District Assessment FY 2026-27.pdf
Attachment B - District Engineer's Report for FY 2026-27.pdf
Attachment C - District Map of Boundaries.pdf

Attachment A

TOWN OF MORAGA
TOWN COUNCIL

RESOLUTION NO. ___-2026

CONFIRMING THE ENGINEER'S REPORT FOR ASSESSMENT DISTRICT 1979-1, TOWN OF MORAGA STREET LIGHTING; APPROVING THE ASSESSMENTS AND ASSESSMENT DIAGRAM; AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2026-27

WHEREAS, Assessment District 1979-1, Town of Moraga Street Lighting (the "District") was formed May 30, 1979, by Resolution 28-79 pursuant to the Landscaping and Lighting Act of 1972 (Streets and Highways Code 22500 et. seq.);

WHEREAS, the Town Council of the Town of Moraga has elected to proceed with the levy of annual assessments after the formation of the District under Streets & Highways Code Sections 22620-22631, and on April 22, 2026, adopted Resolution 21-2026, initiating proceedings to levy District assessments for Fiscal Year 2026-27 and ordering the preparation and filing of the annual Engineer's Report for the District in accordance with Article 4 (beginning with Streets & Highways Code Section 22565) of Chapter 1 of the Landscaping & Lighting Act of 1972;

WHEREAS, on May 27, 2026, the Town Council adopted Resolution 33-2026, approving the Engineer's Report for the District for Fiscal Year 2026-27, and Resolution 34-2026, declaring its intention to levy and collect District assessments for Fiscal Year 2026-27 and setting a public hearing for June 24, 2026;

WHEREAS, a notice of the June 24, 2026, Public Hearing was published in a newspaper of general circulation as provided in Section 22626 of the Streets and Highways Code;

WHEREAS, on June 24, 2026, the Town Council held a Public Hearing in accordance with Section 22629 of the Streets and Highways Code on the levying of the proposed assessment, and heard and considered all oral statements and written communications made or filed by interested persons; and

WHEREAS, when the Council approved the Engineer's Report on May 27, 2026, it approved it in the following respects:

1. The net amount to be assessed for Fiscal Year 2026-27 is approximately $200,000.

2. The annual assessment rate will not be adjusted by the increase in Consumer Price Index as allowed by Resolution 50-2010 and shall remain the same as in prior years.

3. The annual assessment for a single-family residence is $58.00.

4. The improvements for Fiscal Year 2026-27 consist of the maintenance or servicing or both of existing street lighting facilities and traffic signals benefitting the District, and continued exploration of installation of streetlights on streets fronting commercial centers.

5. Substantial changes to the District improvements for Fiscal Year 2026-27 include converting 106 existing high-pressure sodium vapor (HPSV) lamps to Light-Emitting Diode (LED) technology for improved illumination and energy consumption reductions in the Moraga Country Club neighborhood and along Alta Mesa from Paseo Bernal to the end of the public roadway.

6. The Town will contribute approximately $40,212 to the District to fund benefit attributed to parcels in the Town and not in the District and general benefit to the public at large, using Fund 140 – Property Tax Lighting Special District. An additional $12,000 in estimated earned interest from Fund 355 – Street Light District is anticipated to be available for the Fiscal Year 2026-27 operating budget.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga that the above findings are true and correct;

BE IT FURTHER RESOLVED, that the Town Council hereby confirms the Engineer's Report for Assessment District 1979-1, Town of Moraga Street Lighting; approves the District assessments and Assessment Diagram; and orders the levy and collection of District Assessments for Fiscal Year 2026-27; and

BE IT FURTHER RESOLVED, that the Town Council directs the Town Clerk to immediately file the Engineer's Report, including the Assessments and Diagram, with the County Auditor.

DRAFT

Assessment District No. 1979-1, Town of Moraga Street Lighting

Fiscal Year 2026-27

Engineer's Report

May 27, 2026

Prepared by

FRANCISCO AND ASSOCIATES

Where Innovative Strategies Fund Tomorrow's Communities

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TOWN OF MORAGA
COUNCIL MEMBERS AND STAFF DIRECTORY

Kerry Hillis
Mayor

Brian Dolan
Vice Mayor

Steve Woehleke
Council Member

Lisa Maglio
Council Member

Graham Thiel
Council Member

Scott Mitnick
Town Manager

Nate Levine
Public Works Director/
Town Engineer

Katie Bruner
Administrative Services Director

Amy Heavener
Town Clerk

Sonia Urzula
Planning Director

Mackenzie Brady
Parks and Recreation Director

Jeanet Lara
Senior Administrative Assistant

Jon King
Police Chief

Francisco & Associates
Assessment Engineer

CERTIFICATIONS

The undersigned respectfully submits the enclosed Engineer's Report, as directed by the Town Council of the Town of Moraga, pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and provisions of the Landscaping and Lighting Act of 1972 (Section 22500 et. Seq. of the California Streets and Highways Code). The undersigned certifies that he is a Professional Engineer, registered in the State of California.

Dated: May 27, 2026

By: _____
Ed Espinoza, P.E.
RCE No. 83709

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached, was filed with me on the ____ day of _____, 2026.

By: _____
Amy Heavener, Town Clerk
Town of Moraga
Conta Costa County, California

I HEREBY CERTIFY that the enclosed Engineer's Report, together with the Assessment Roll and the Assessment Diagram thereto attached was directed and adopted by the Town Council of the Town of Moraga, Contra Costa County, California, on the _____ day of _____, 2026.

By: _____
Amy Heavener, Town Clerk
Town of Moraga
Conta Costa County, California

SECTION I

INTRODUCTION

Background

Prior to 1979, the operation and maintenance of public streetlighting and traffic signals in the Town of Moraga ("Town") was paid for with revenue generated by the Town of Moraga Street Lighting Maintenance District No. 1, a property tax-based district formed in 1974. Proposition 13, a statewide initiative passed by voters in 1978, limited total property taxes to 1% of the value of property and substantially reduced the ongoing revenue the Town could receive for streetlighting and traffic signals. The reduced revenue was insufficient to pay electricity and maintenance costs and the Town was faced with the prospect of turning off and removing streetlights or finding another source of revenue.

On May 30, 1979, the Town adopted Resolution No. 28-79 forming Assessment District No. 1979-1, Town of Moraga Street Lighting ("District"), pursuant to the provisions of the Landscape and Lighting Act of 1972 ("Act") to provide supplemental revenue necessary to operate and maintain the Town's streetlighting and traffic signals. From 1979 through 2010, the cost of operation and maintenance of public streetlighting and traffic signals in the Town was funded using revenue generated from property taxes and the District.

In 2010, the Town determined that District assessments should be increased to pay for operation and maintenance costs associated with public streetlighting and traffic signals. Since the passage of Proposition 218 in 1996, increasing District assessments requires preparing an Engineer's Report, quantifying and segregating the general benefit attributed to the public at large versus special benefit to property, and obtaining approval from the affected property owners through noticing and balloting proceedings. The Town cannot proceed with an assessment increase if a majority of the ballots returned, weighted by proposed assessment, oppose the assessment increase.

Prior to Fiscal Year 2010-11, the Town conducted the noticing and balloting procedures required by Proposition 218 and successfully received property owner approval to increase annual District assessments. District property owners approved a maximum assessment of $58.00 per Equivalent Dwelling Unit (EDU), commencing with Fiscal Year 2010-11, that could be escalated annually by the lesser of the change in the Consumer Price Index or 5%. A single-family home is equal to one (1) EDU.

On June 9, 2010, Town Council adopted Resolution No. 50-2010 affirming the increase in assessments and requiring the Town to make annual contributions to offset the general benefit to the public at large and special benefits assigned to non-District parcels as described in the Engineer's Report. The Town has levied District assessments at the increased rate of $58.00 per EDU since Fiscal Year 2010-11 to fund the operations and maintenance of public streetlighting and traffic signals. The District presently includes approximately two thirds (2/3) of the total parcels in the Town.

Current Administration

As required by the Act, Town Council has followed a multi-step Council meeting process each year to approve the levy of assessments on parcels within the District. The annual process includes the preparation and approval of an annual Engineer's Report and holding a public hearing.

Francisco and Associates has prepared the required Engineer's Report for Fiscal Year 2026-27 ("Report"). This Report describes the improvements to be constructed, operated, maintained, and serviced by the District for Fiscal Year 2026-27; provides an estimated budget for the District; provides a diagram of the District boundaries; describes the method of apportionment of assessment; and lists the proposed assessments to be levied upon each assessable lot or parcel within the District.

The Town Council will hold a Public Hearing on June 24, 2026, to provide an opportunity for any interested person to be heard. At the conclusion of the public hearing, the Town Council may adopt a resolution confirming the levy of assessments. Following the adoption of this resolution, the final Assessor's Roll for the District will be prepared and filed with the Contra Costa County ("County") Auditor's Office for inclusion on the Fiscal Year 2026-27 property tax roll.

Payment of the District assessment for each parcel will be made in the same manner and at the same time as payments are made for property taxes. All funds collected through the District must be placed in a special fund and can only be used for the purposes stated within this Report.

SECTION II

ENGINEER'S REPORT

PREPARED PURSUANT TO THE PROVISIONS OF THE LANDSCAPE AND LIGHTING ACT OF 1972 SECTIONS 22500 THROUGH 22679 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

Pursuant to the provisions of Article XIIID, Section 4 of the California Constitution, and provisions of the Landscape and Lighting Act of 1972 (Section 22500 et. Seq. of the California Streets and Highways Code), and in accordance with the Resolution of Initiation adopted by the Town Council of the Town of Moraga, on May 27, 2026. I, Ed Espinoza, the duly appointed Engineer of Work, submit the following Report consisting of five (5) parts as follows:

PART A: PLANS AND SPECIFICATIONS

This part describes the improvements operated and maintained by the District. Plans and specifications for the improvements are on file in the Office of the Director of Public Works of the Town of Moraga, and are incorporated herein by reference.

PART B: ESTIMATE OF COST

This part contains an estimate of cost of the improvements to be operated and maintained for Fiscal Year 2026-27, including incidental costs and expenses in connection therewith. The estimate is attached hereto, and is on file in the Office of the Director of Public Works of the Town of Moraga.

PART C: ASSESSMENT DISTRICT DIAGRAM

This part incorporates a Diagram of the District showing the exterior boundaries of the District and the lines and dimensions of each lot or parcel of land within the District. This Diagram has been prepared by the Engineer of Work and is on file in the Office of the Director of Public Works of the Town of Moraga.

PART D: METHOD OF APORTIONMENT OF ASSESSMENT

This part describes the method of apportionment of District assessments, based upon each parcel's land use classification and in proportion to the estimated special benefits to be received.

PART E: PROPERTY OWNER LIST AND ASSESSMENT ROLL

This part contains a list of the County Assessor's Parcel numbers, and the amount to be assessed upon the benefited lands within the District. The Assessment Roll is filed in the Office of the Town Clerk of the Town of Moraga and is incorporated in this Report. The list is keyed to the records of the County Assessor, which is incorporated herein by reference.

PART A

PLANS AND SPECIFICATIONS

The District currently provides ongoing funding for the operation, maintenance, and servicing of traffic signals and 999 streetlights in the Town. Locations of all streetlights in the Town have been surveyed using Global Positioning System (GPS) technology and mapped utilizing Geographic Information Systems (GIS). A map of District improvements is on file in the office of the Director of Public Works of the Town incorporated herein by reference.

Maintenance and Servicing has the following definitions pursuant to the Act:

"Maintain" or "maintenance" means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

(a) Repair, removal, or replacement of all or any part of any improvement.
(b) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
(c) The removal of trimmings, rubbish, debris, and other solid waste.
(d) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

"Service" or "servicing" means the furnishing of:

(a) Electric current or energy, gas, or other illuminating agent for any public lighting facilities or for the lighting or operation of any other improvements.
(b) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.

Incidental expenses may also be funded using District assessment revenues. Incidentals Expenses has the following definitions pursuant to the Act:

(a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment.
(b) The costs of printing, advertising, and the giving of published, posted, and mailed notices.
(c) Compensation payable to the county for collection of assessments.
(d) Compensation of any engineer or attorney employed to render services in proceedings pursuant to this part.
(e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
(f) Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
(g) Costs associated with any elections held for the approval of a new or increased assessment.

PART B

ESTIMATE OF COST

The Act provides that the cost of construction, operation, maintenance, and servicing of the District improvements can be recovered by the District. Incidental expenses including administration of the District, County collection fees, engineering fees, and legal fees can also be funded by the District.

The Act also requires that a special fund be set up for the revenues and expenditures of the District. Funds generated by the District assessments shall be used only for the purposes as stated in this Report. A contribution to the District by the Town may be made to reduce assessments, as the Town Council deems appropriate. Any balance remaining on June 30th at the end of each fiscal year must be carried over to the next fiscal year.

The estimated Fiscal Year 2026-27 revenues and expenditures for the District have been provided by the Town and are shown in the following table:

Assessment District 1979-1, Town of Moraga Street Lighting Fiscal Year 2026-27 Estimate of Cost and Revenue		
ESTIMATED REVENUES		
District Assessments	$	199,545
Interest Earnings	$	12,000
Town Contribution*	$	40,212
Total Estimated Revenues:	**$**	**251,757**
ESTIMATED COSTS		
Contract Services	$	24,750
Staff Time/Labor Costs	$	5,000
Utilties (Electric/Gas)	$	190,000
Traffic Signal Maintenance	$	55,000
Advertising and Legal	$	400
Membership and Dues	$	945
Town Administrative Costs	$	-
Total Estimated Costs:	**$**	**276,095**
Projected Beginning Fund Balance as of July 1, 2026:		**$541,164**
Estimated Reserve Collection:		**($24,338)**
Estimated Ending Fund Balance as of June 30, 2027:		**$516,826**

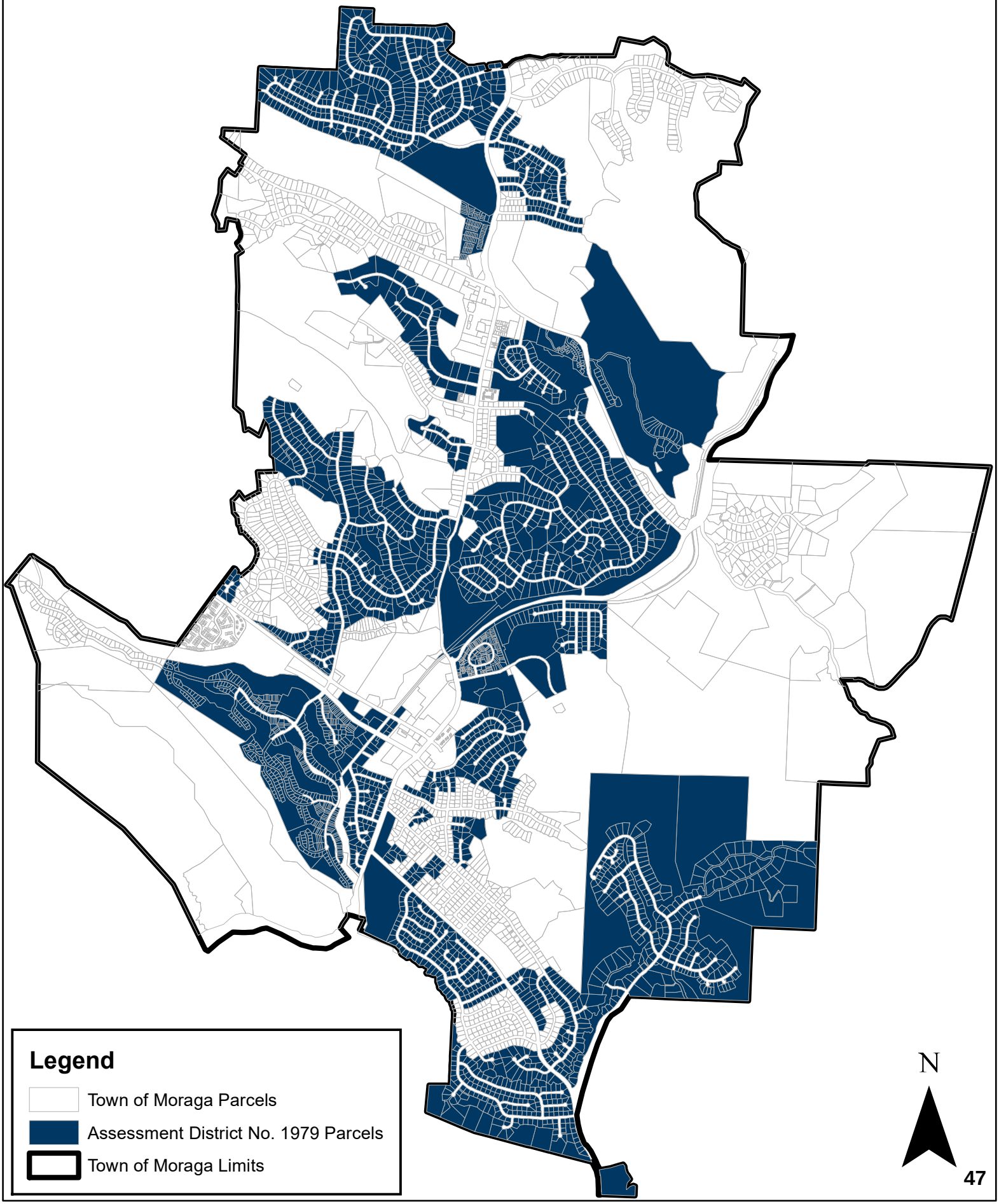
*Town Contribution is comprised of General Benefit to the public at large, Special Benefit for Non-District parcels, and assessments for parcels owned by the Town or other public agencies.

PART C

ASSESSMENT DISTRICT DIAGRAM

The lines and dimensions of each lot or parcel within the District are those lines and dimensions shown on the maps of the County Assessor, for the year when this Report was prepared, and are incorporated by reference herein and made part of this Report. A reduced copy of the Assessment District Diagram is shown on the following page.

TOWN OF MORAGA
ASSESSMENT DISTRICT NO. 1979,
TOWN OF MORAGA STREET LIGHTING



PART D

METHOD OF APORTIONMENT OF ASSESSMENT

The Act permits the establishment of assessment districts by public agencies for the purpose of providing certain public improvements which include the operation, maintenance, and servicing of streetlighting and traffic signals.

Section 22573 of the Act requires that assessments must be levied according to benefit rather than according to assessed value as follows:

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

As a benefit-based assessment, parcels receiving benefit from improvements maintained by the District are subject to the assessment and will not be exempted as long as benefit is received. Article XIIID, Section 4(a) of the California Constitution limits the amount of any assessment to the proportional special benefit conferred on the property. Because assessments are levied on the basis of benefit, they are not considered a tax, and therefore, are not governed by Article XIIIA of the California Constitution. General benefits to the public at large must be quantified and separated from the special benefits conferred to property and are not assessable to properties within the District.

Special Benefit Determination

The streetlighting and traffic signal District improvements provides the following special and direct benefit to properties within the District:

- Enhanced desirability of property through association with the improvements.
- Improved aesthetic appeal of properties providing a positive representation of the area and properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties including abatement of graffiti.
- Improved traffic circulation and reduced accidents and personal property loss.
- Increased nighttime visibility resulting in enhanced safety on roads and in public areas.

LCC Engineering and Surveying, Inc. was the Assessment Engineer that assisted the Town in forming the District in 1979 and conducting the subsequent Proposition 218 proceedings in 2010. The Engineer's Report prepared in conjunction with the Proposition 218 proceedings conducted in 2010 established the Assessment Methodology for the District as provided in this Report and separated the special benefits from District improvements into the following two components: "Frontage Special Benefits" and "Arterial/Collector Special Benefits".

Frontage Special Benefit Component

Due to proximity, streetlights located along the frontage of property provide a special and direct benefit to those adjacent individual properties consisting of enhanced aesthetics and safety. Safety benefits include improved ingress/egress and crime deterrence for the adjacent individual properties. Streetlights located on residential streets in the Town are typically spaced 200 feet apart. Therefore, each residential streetlight provides 100 feet of lighted frontage on each side, regardless of the side of the street the streetlight is located on. Each residential streetlight is assumed to provide approximately 100 feet of enhanced lighted frontage to each detached single-family home. The Frontage Special Benefit Component for residential and non-residential parcels is calculated based on the 100 feet of lighted frontage provided to detached single-family homes as described in the Assessment Methodology section of this Report below.

Arterial/Collector Special Benefit Component

Town arterial and collector roadways provide reliable access to all areas of the Town and therefore confer a special and direct benefit to all properties within Town limits. Streetlights and traffic signals located along the Town's arterial and collector roadways provide improved traffic circulation and increased nighttime visibility resulting in enhanced safety to all residents in the Town. Therefore, streetlights and traffic signals located along the Town's arterial and collector roadways provide a special and direct benefit to all properties in the Town, including parcels not located within District boundaries. Streetlights located along the Town's arterial and collector roadways require higher wattage lamps and have additional maintenance requirements as compared to residential streetlights.

Assessment Methodology

The significant majority of parcels in the District are detached single-family residential (SFR) parcels. Therefore, the special benefit received by a detached SFR parcel is identified as an Equivalent Dwelling Unit (EDU) and used as the basis to apportion the special benefits to all parcels in the Town.

An EDU is comprised of the sum of the Frontage Special Benefit Component (EDU_F) and the Arterial/Collector Special Benefit Component (EDU_A). EDU_F is calculated by dividing a parcel's Lighted Frontage based on residential streetlight standards described above (LF) by 100 feet, which is the lighted frontage received by a typical SFR. For residential parcels, EDU_A is calculated using the number of Residential Units (RU) for the parcel. For non-residential parcels, RU is calculated by dividing a parcel's LF by 100 feet. Street lighting corresponding to the Frontage Special Benefit Component represents 89% of the District's total streetlighting cost. The additional cost corresponding to the Arterial/Collector Special Benefit Component represents the remaining 11%. Therefore, EDU_F and EDU_A are weighted accordingly to determine the EDUs for each parcel using the following formula:

$$EDUs = EDU_F + EDU_A = \left(89\% \times \frac{LF}{100}\right) + (11\% \times RU)$$

The EDU calculation for each land use classification is further described below.

Single-Family Residential

Streetlights located on residential streets in the Town are typically spaced 200 feet apart. Therefore, each residential streetlight provides 100 feet of lighted frontage on each side, regardless of the side of the street the streetlight is located on. Each residential streetlight is assumed to provide approximately 100 feet of enhanced lighted frontage to each detached single-family home. Additionally, each SFR parcel has 1 residential unit. Therefore, each SFR is determined to equal 1.00 EDU using the following formula:

$$EDU_{SFR} = \left(89\% \times \frac{100}{100}\right) + (11\% \times 1) = 0.89 + 0.11 = 1.00$$

Condominiums and Townhouses

Condominiums and Townhouses (CONDO) parcels have less lighted frontage than a typical SFR parcel. A study analyzing the lighted frontage of condominium parcels was conducted and found the average lighted frontage per residential unit for all the various CONDO developments within the District is 28 feet. Typically, these developments also have private street lighting within the development maintained by the homeowner's association. Additionally, each CONDO parcel has 1 residential unit. Therefore, each CONDO is determined to equal 0.36 EDUs using the following formula:

$$EDU_{CONDO} = \left(89\% \times \frac{28}{100}\right) + (11\% \times 1) = 0.25 + 0.11 = 0.36$$

Multi-Family Residential

The lighted frontage for Multi-Family Residential (MFR) parcels varies significantly. Therefore, MFR parcels are not determined to have an average frontage per residential unit as CONDOs do. Therefore, EDUs for each MFR parcel is calculated based on the lighted frontage and number of residential units for the parcel using the following formula:

$$EDU_{MFR} = \left(89\% \times \frac{LF}{100}\right) + (11\% \times RU)$$

Commercial

Commercial (COM) parcels within the Town generally provide and pay for their own private street lighting and this lighting is also of benefit to adjacent parcels. EDU_A for a COM parcel is also calculated based on the parcel's LF divided by the lighted frontage for an SFR parcel of 100 feet. Therefore, EDUs for each COM parcel is calculated based on the lighted frontage for the parcel using the following formula:

$$EDU_{COM} = \left(89\% \times \frac{LF}{100}\right) + \left(11\% \times \frac{LF}{100}\right) = 0.01 \times LF$$

Institutional

Public agencies and non-profit parcels also benefit from street lighting. These institutional (INST) parcels function similar to COM parcels in that they provide a service, therefore, the benefit received is similar to COM parcels. However, because they are not transferred as freely in the marketplace, INST parcel benefit less than privately owned parcels. It is then reasonable to assume that the benefit is half that received by similar private COM

parcels. Therefore, EDUs for each INST parcel is calculated based on the lighted frontage for the parcel using the following formula:

$$EDU_{INST} = \frac{0.01 \times LF}{2} = .005 \times LF$$

Vacant and Unimproved

Vacant and unimproved parcels benefit from street lighting as they improve the safety and marketability of the parcel. It is assumed the benefit a Vacant parcel receives is half that received by a developed COM parcel. Therefore, EDUs for each vacant and unimproved parcel is calculated based on the lighted frontage for the parcel using the following formula:

$$EDU_{Vacant} = \frac{0.01 \times LF}{2} = .005 \times LF$$

Exempt

Exempted from the District assessments are parks, streets, avenues, lanes, roads, drives, courts, alleys, easements and rights-of-ways, greenbelts and parkways, and public property that is not developed and used for business purposes similar to private residential, commercial, industrial and institutional activities.

General Benefit Determination

Arterial/Collector roadways in the Town provide a General Benefit to the public at large that is attributed to traffic traversing the Town with an origin and destination outside the Town. This general benefit is minimal and is conservatively assumed to be 5% of the street lighting and traffic signal costs attributed to the Arterial/Collector Special Benefit Component.

Town Contributions for Special Benefit and General Benefit

The Town pays the portion of District costs attributed to the Frontage Special Benefit Component and Arterial/Collector Special Benefit Component for all parcels in the Town and not within the District plus the General Benefit to the public at large. The Town contribution for traffic signals is based on the percentage of Arterial/Collector Special Benefit that exists in the Town and not within the District.

Maximum and Applied Assessment Rates for Fiscal Year 2026-27

The maximum assessment rate for the District is authorized to be escalated annually by the lesser of the change in the Consumer Price Index (CPI) or 5%. The San Francisco-Oakland-Hayward All Urban Consumers Consumer Price Index from December to December as published by the Bureau of Labor and Statistics is used to calculate the annual changed in the CPI. The latest annual change in CPI is 3.036%, which results in a maximum District assessment rate of $92.74 per EDU for Fiscal Year 2026-27.

For Fiscal Year 2026-27, the Town is proposing to levy the same assessment rate of $58.00 per EDU that has been levied since Fiscal Year 2010-11. A summary of the maximum and applied District assessment rates since Fiscal Year 2010-11 is shown in the table on the following page.

Assessment District 1979-1
Town of Moraga Street Lighting
Summary of Maximum and Applied Assessment Rates

Fiscal Year	Authorized* % Increase	Maximum Assessment Rate	Applied % Increase	Applied Assessment Rate
FY 2010-11	N/A	$58.00	N/A	$58.00
FY 2011-12	1.525%	$58.88	0.00%	$58.00
FY 2012-13	2.929%	$60.61	0.00%	$58.00
FY 2013-14	2.222%	$61.96	0.00%	$58.00
FY 2014-15	2.579%	$63.55	0.00%	$58.00
FY 2015-16	2.671%	$65.25	0.00%	$58.00
FY 2016-17	3.178%	$67.32	0.00%	$58.00
FY 2017-18	3.532%	$69.70	0.00%	$58.00
FY 2018-19	2.943%	$71.75	0.00%	$58.00
FY 2019-20	4.499%	$74.98	0.00%	$58.00
FY 2020-21	2.453%	$76.82	0.00%	$58.00
FY 2021-22	2.000%	$78.36	0.00%	$58.00
FY 2022-23	4.244%	$81.68	0.00%	$58.00
FY 2023-24	4.882%	$85.67	0.00%	$58.00
FY 2024-25	2.625%	$87.92	0.00%	$58.00
FY 2025-26	2.379%	$90.01	0.00%	$58.00
FY 2026-27	3.036%	$92.74	0.00%	$58.00

*Per the All Urban Consumers, San Francisco-Oakland-Hayward, CA, All Items Consumer Price Index from December to December.

PART E

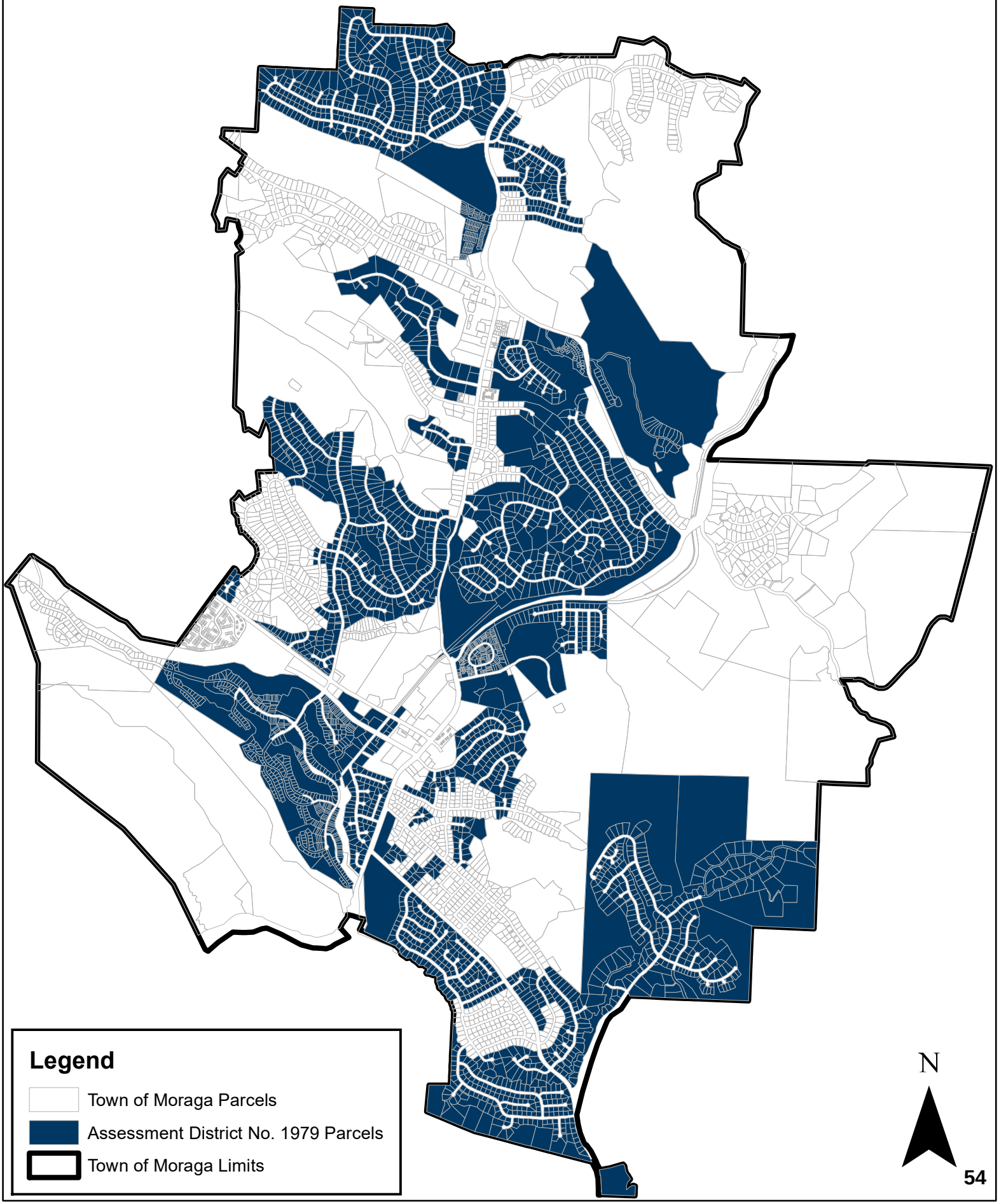
PROPERTY OWNER LIST AND ASSESSMENT ROLL

A list of names and addresses of the owners of all parcels, and the description of each lot or parcel within the District is shown on the last equalized property tax roll of the County Assessor, by reference, is hereby made a part of this Report.

This list is keyed to the Assessor's Parcel Numbers as shown on the Assessment Roll, which includes the assessment amounts for Fiscal Year 2026-27 apportioned to each lot or parcel. The Assessment Roll is on file in the Office of the Town Clerk.

Attachment C

TOWN OF MORAGA
ASSESSMENT DISTRICT NO. 1979,
TOWN OF MORAGA STREET LIGHTING



PUBLIC HEARING: 8B.

Meeting Date: June 24, 2026

TOWN OF MORAGA **STAFF REPORT**

To: **Honorable Mayor and Councilmembers**

From: **Cassius Carandang, Assistant Planner, Sonia Urzua, Planning Director**

Subject: **Consideration of Amendments to Chapter 8.124, Accessory Dwelling Units of Title 8 (Planning and Zoning) of the Moraga Municipal Code.**

RECOMMENDATION

Waive the first reading and introduce an ordinance amending Chapter 8.124 (Accessory Dwelling Units) of the Moraga Municipal Code to ensure consistency with current State ADU law, the Moraga 2040 General Plan, and the 2023–2031 Housing Element.

BACKGROUND

The Town of Moraga's current Accessory Dwelling Unit (ADU) and Junior Accessory Dwelling Unit (JADU) regulations are codified in Chapter 8.124 of the Moraga Municipal Code (MMC), last comprehensively updated by Ordinance No. 296 in April 2021. Since then, the California Legislature has enacted numerous amendments to State ADU Law (Gov. Code §§ 66310–66342, formerly Gov. Code § 65852.2), and HCD has issued updated guidance in its 2026 ADU Handbook.

On February 27, 2026, HCD issued a Letter of Technical Assistance to the Town stating that the 2021 ordinance is likely outdated and out of compliance with State ADU Law. The letter identified changes to ADU Law adopted in 2023, 2024, and 2025, along with clarifications in the 2025 ADU Handbook, that warrant amendments to Chapter 8.124. Under the State Government Code Section 66316, a local ordinance that fails to meet State ADU Law is rendered "null and void," and the local agency must apply only State ADU Law until a compliant ordinance is adopted. As of April 6, 2026, the Town has been applying the State ADU law when processing ADU and JADU applications.

The proposed amendments are necessary to (i) restore the Town's legal authority to administer a local ADU ordinance, (ii) provide clarity to property owners and applicants, and (iii) advance the housing production goals of the Town's adopted Housing Element and Regional Housing Needs Allocation (RHNA).

June 2, 2026, Planning Commission Hearing

Prior to the June 2, 2026, Planning Commission hearing, the Town received a public comment letter (Attachment D) identifying two provisions in the Development standards for streamlined ADUs and JADUs that were inconsistent with State law: (1) owner occupancy requirements for JADUs (MMC Section 8.124.120.B.2) and (2) front yard setback requirements for streamlined ADUs (MMC Sections 8.124.120.C.2 and 8.124.120.D.2). In response, staff revised both provisions to clarify that owner occupancy is required only for JADUs that share sanitation facilities with the primary dwelling and to remove front yard setback requirements for streamlined ADUs, consistent with Government Code Section 66323. These revisions were included in a supplemental staff report, which was added to the already published Planning Commission agenda materials and distributed to the Planning Commission prior to the public hearing.

On June 2, 2026, the Planning Commission held a public hearing on the proposed ordinance amendment. During its consideration, the Commission discussed future amendments to the local objective design standards for standard ADUs under MMC Section 8.124.140. Commissioners also expressed concerns about removing front-yard setback requirements for streamlined ADUs, as required by State law.

Following discussion, the Planning Commission adopted Resolution No. 04-2026, incorporating the revisions in the supplemental staff report, and recommended Town Council approval by a vote of 4 in favor and 2 opposed, with one Commissioner absent. Planning Commission Resolution No. 04-2026 is included as Attachment C. The Planning Commission Staff Report, including the original proposed ordinance amendment (clean and redlined versions) and the supplemental staff report, can be found on the Planning Commission Meeting Agenda dated June 2, 2026, under item 6A.

DISCUSSION

The proposed redline revisions to Chapter 8.124 are organized below into thirteen groupings of substantive changes. The groupings have been enumerated for ease of reference. Each grouping identifies the change, the supporting Government Code provision, and, where applicable, the specific subsection of Chapter 8.124 that is amended. Non-substantive conforming edits (renumbering, cross-references, and typographical corrections) are also incorporated throughout. As background, the Town allows for three types of ADUs: (1) Streamlined ADUs and JADUs, which are processed ministerially and must be approved if they meet minimal state requirements; (2) Standard ADUs, which are processed ministerially and do not meet state requirements and are thus subject to objective Town standards; and (3) ADUs that do not qualify for either Streamlined or Standard ADU processing and may be allowed with a Conditional Use Permit.

1. “Interior Livable Space” Definition (MMC § 8.124.020)

State law was amended to tie ADU and JADU square-footage caps to “interior livable space,” defined as “a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.” (Gov. Code § 66313, et seq.) The redlined ordinance replaces the prior term “interior living area” with “interior livable space,” adds the statutory definition, and conforms every size-based standard throughout Articles 2, 3, and 5 to the new metric.

2. JADU Definition and Owner-Occupancy (MMC §§ 8.124.020, 8.124.200)

The Junior Accessory Dwelling Unit (JADU) definition is updated to align with Government Code Section 66333(b). Owner-occupancy is required only when the JADU shares sanitation facilities with the primary structure; if the JADU has separate sanitation facilities, no owner-occupancy is required. The owner-occupancy requirement does not apply if the property is owned by a governmental agency, land trust, or housing organization. Article 5 (Deed Restriction) is revised to mirror this approach.

3. "Business Day" Definition (MMC § 8.124.020)

State law pegs the timelines for ADU and JADU completeness and appeal to "business days." (Gov. Code §§ 66317 [ADUs], 66335 [JADUs].) A definition is added providing that a "business day" means any day Moraga Town Hall is open for business to the public, ensuring administrative clarity for both staff and applicants.

4. Impact Fees (MMC § 8.124.070)

Section 8.124.070 is revised to conform to Government Code Section 66311.5(a)–(d). No impact fee may be charged for an ADU with 750 square feet or less of interior livable space or for a JADU with 500 square feet or less of interior livable space. Any impact fee on a larger ADU must be charged proportionally to the interior livable space of the primary dwelling unit. The definition of "impact fee" is clarified to exclude connection fees and capacity charges of a local agency, special district, or water corporation.

5. General Requirements (MMC § 8.124.080)

Section 8.124.080 is restructured to apply uniformly to both ADUs and JADUs, tracking the language of Government Code Section 66323 and addressing the specific deficiencies identified in HCD's February 27, 2026 letter. Notable changes include:

Fire sprinklers are not required for an ADU or JADU if not required for the primary residence, and the addition of an ADU or JADU cannot trigger a sprinkler requirement in the existing primary or multifamily dwelling.

Deed restrictions are required only for JADUs (consistent with the prohibition on deed restrictions for ADUs under Gov. Code § 66315).

No ADU or JADU may be rented for a term of 30 consecutive days or less (Gov. Code § 66333(g) and MMC 8.124.080(F))

6. ADU and JADU Procedures (New MMC § 8.124.090)

A consolidated procedural section governs both Streamlined ADUs/JADUs (Article 2) and Standard ADUs (Article 3). Key process changes include:

Completeness Review. Within fifteen (15) business days after receiving an application, the Planning Director must determine whether the application is complete and provide written notice. If incomplete, the notice must include a full list of incomplete items and a description of how the application can be made complete. If no determination is made within 15 business

days, the application is deemed complete. (Gov. Code § 66317(a)(2)(A)–(B).)

Approval or Denial. Within sixty (60) calendar days after receipt of a complete application, the Planning Director must approve or deny the application ministerially (Gov. Code §66317(a)(3)). The 60-day period runs from the date of receipt of the complete application, not the date of the completeness determination. If denied, the applicant must receive a full written set of comments identifying deficiencies and how to remedy them (Gov. Code §66317(b)). If no action is taken within 60 days, the application is deemed approved. (Gov. Code §66317(a)(3)).

Appeal Right. If an application is deemed incomplete or denied, the applicant may appeal in writing to the Planning Commission in accordance with Moraga Municipal Code Chapter 8.12, Article 4. The Town must provide a final written determination no later than sixty (60) business days after receipt of the appeal (Gov. Code § 66317(d)(2)). Staff notes that State law allows the Town to designate the appeal body as the governing body, the Planning Commission, or both. The redlined ordinance designates the Planning Commission.

7. Amnesty for Unpermitted ADUs (New MMC § 8.124.110)

A new amnesty section is added pursuant to Government Code Section 66311.7 (formerly § 66332). The Town shall not deny a permit for an unpermitted ADU or JADU constructed before January 1, 2020 for building code violations or for noncompliance with State ADU law or local ordinance, unless the Town makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants, or that the building is substandard under Health and Safety Code Section 17920.3.

8. Streamlined (Gov. Code § 66323) ADUs (MMC § 8.124.120)

Section 8.124.120 is revised to align with Government Code Section 66323. The cross-reference to former § 65852.2(e) is updated, and the phrase “or any combination thereof” is added to clarify that the enumerated streamlined ADU types may be combined on a single lot. Staff notes that HCD has issued recent interpretive guidance on the number of ADUs allowed on a lot. The redlined ordinance does not expressly adopt all of those interpretations but is drafted to remain defensible while preserving local flexibility.

9. Multifamily ADUs (MMC § 8.124.120.D)

A new subsection conforming to the caps in Government Code Section 66323 is added. On a lot with an existing multifamily dwelling, up to eight (8) detached ADUs are permitted, provided the number of ADUs does not exceed the number of existing units on the lot. On a lot with a proposed multifamily dwelling, no more than two (2) detached ADUs are permitted.

10. Setbacks (MMC § 8.124.130.D)

The setback standard is amended to incorporate Government Code Section 66314. No setback shall be required for an existing living area or accessory structure, or for a structure constructed in the same location and to the same dimensions (including height) as an existing structure that is converted to an ADU or to a portion of an ADU. Side and rear setbacks of four (4) feet remain applicable to new construction.

11. Height Standards (MMC § 8.124.130.E)

Height limits for standard attached and detached ADUs are updated to align with Government Code Section 66321, as follows:

Detached ADUs on a lot with a single-family or multifamily dwelling: sixteen (16) feet.

Detached ADUs near transit (within one-half mile walking distance of a major transit stop or high-quality transit corridor): eighteen (18) feet, plus an additional two (2) feet to accommodate a roof pitch matching the primary dwelling.

Detached ADUs on multifamily, multistory lots: eighteen (18) feet.

Attached ADUs: twenty-five (25) feet, or the height limitation in the local zoning ordinance applicable to the primary dwelling, whichever is lower; not to exceed two stories.

Skirt walls (if any) are included in the maximum height measurement.

12. Parking (MMC § 8.124.130.K)

Parking standards are revised to align with Government Code Section 66322. Notable changes:

No additional parking is required for a JADU, including when the JADU is converted from an attached garage (Gov. Code § 66334(a)).

Uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced (Gov. Code § 66314(d)(11)).

A new parking exemption is added where the ADU permit application is submitted concurrently with an application to create a new single-family or multifamily dwelling on the same lot (Gov. Code § 66322(a)(6)).

13. Deed Restriction (MMC Article 5, §§ 8.124.190–8.124.200)

Article 5 is revised to apply only to JADUs, consistent with Government Code Sections 66315 (which prohibits deed restrictions on ADUs) and 66333. The required deed restriction addresses: (a) the JADU may not be sold separately from the primary unit; (b) owner-occupancy when the JADU shares sanitation facilities; (c) the JADU's conformance with the size and attribute requirements of this chapter and State law; and (d) the restriction's binding effect on successors in ownership. Provisions imposing rental-term and owner-occupancy obligations on ADUs are deleted as preempted. It is noted that language previously included in the ADU/JADU deed restrictions regarding rental terms is now codified under MMC Section 8.124.080.

Other Conforming Edits

In addition to the fourteen groupings above, the redlined ordinance: (i) deletes the prior “administrative adjustment” provisions in former Section 8.124.170, which staff has determined are no longer necessary given the updated ministerial framework; (ii) renumbers

sections throughout Articles 1 through 5 to reflect insertions and deletions; and (iii) updates internal cross-references accordingly. The objective design standards in Section 8.124.140 and the discretionary review provisions in Article 4 are retained substantively without change.

For ease of administration, a single consolidated procedures section is located in Article 1 rather than being repeated in Articles 2 and 3. The redlined ordinance accomplishes this consolidation through new Section 8.124.090.

General Plan and Housing Element Consistency

The proposed ordinance aligns with Moraga 2040 General Plan Policy LU-3.7, Accessory Dwelling Units, which calls for ministerial approval of ADUs that meet adopted standards in zones where residential uses are permitted. The amendments implement this policy by maintaining a local ADU ordinance that reflects current State law and provides objective standards for qualifying ADUs and JADUs.

The amendments also support the Housing Element's broader objectives of housing mobility, affordability, and new housing choices in high-resource neighborhoods. By updating Chapter 8.124, the Town can continue to facilitate ADU and JADU production while providing clearer guidance to applicants and staff.

Required Findings

Staff recommends that the Town Council find that the required Municipal Code findings for a zoning text amendment can be made as follows:

General Plan consistency: The amendments are consistent with the General Plan's objectives, policies, general land uses, and programs because they implement Policy LU-3.7 and Housing Element Program ADU 16 by maintaining a compliant ministerial approval process for ADUs and JADUs.

Compatibility with authorized uses and zoning regulations: ADUs and JADUs are accessory residential uses allowed where residential uses are permitted. The amendments update the procedures and standards for those uses without altering the underlying residential land use framework.

Community need: The amendments address a demonstrated community and statewide need for additional housing options and are necessary to maintain a compliant, enforceable local ADU ordinance.

Public convenience, general welfare, and good zoning practice: Adoption of the amendments promotes orderly administration of the Municipal Code, provides clearer guidance to applicants and staff, maintains local standards where legally permitted, and aligns the ordinance with current State law.

FISCAL IMPACT

None. The administrative costs will continue to be recovered through the existing ADU application deposit. ADUs exceeding 750 square feet of interior floor area will remain subject to Development Impact Fees in accordance with the Town's Master Fee Schedule.

CEQA COMPLIANCE

The ADU ordinance amendment is exempt from CEQA's provisions (Public Resources Code Section 21000, et seq.) pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempts the adoption of local ordinances for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs).

ALTERNATIVES

1. Introduce the prepared ordinance, or;
2. Do not introduce the prepared ordinance and provide staff direction.

NEXT STEPS

If the Town Council introduces the ordinance at the first reading, the ordinance will be scheduled for a second reading and adoption at a subsequent Town Council meeting. The ordinance will become effective 30 days after adoption at second reading.

Following adoption, the Town will submit the final ordinance to HCD within 60 days, update public-facing application materials and internal review checklists and continue to process ADU and JADU applications consistent with State law and the amended ordinance.

ATTACHMENTS

Attachment A - Draft Ordinance.pdf
Attachment B - Redlined Amendments to MMC Chapter 8.124.pdf
Attachment C - PC Resolution No. 04-2026 Exhibit A.pdf
Attachment D - Public Comment Letter CalHDF.pdf
Attachment E - ADU Technical Assistance Letter HCD.pdf

TOWN OF MORAGA

TOWN COUNCIL

ORDINANCE NO. XX-2026

An Ordinance Amending Chapter 8.124, Accessory Dwelling Units, of Title 8 (Planning and Zoning) of the Moraga Municipal Code (MMC)

WHEREAS, Town staff determined that the current Moraga Municipal Code (MMC) Chapter 8.124, Accessory Dwelling Units, required amendments to ensure compliance with State Law regarding Accessory Dwelling Units (ADUs), and has prepared a draft Ordinance amending MMC Chapter 8.124 to bring the code into compliance with State Law; and

WHEREAS, the Town of Moraga 2040 General Plan and 2023–2031 Housing Element include policies and programs that support the creation of affordable housing, and a diverse range of housing types, and implementation actions, including amending the Town's accessory dwelling unit regulations to ensure ministerial approval procedures are consistent with State law, and facilitating ADU production, compliance, and tracking throughout the Town; and

WHEREAS, on June 2, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed municipal code amendments related to ADUs, received the staff report and staff presentation, received comments from the public and interested parties, and discussed the matter; and

WHEREAS, the Moraga Planning Commission voted at its regular meeting on June 2, 2026, to adopt a resolution recommending that the Town Council approve the proposed ordinance amendment, including the revisions contained in the supplemental staff report dated June 2, 2026; and

WHEREAS, all required public notices for the June 24, 2026, Town Council public hearing on the proposed ordinance were published in the East Bay Times in accordance with California Government Code Sections 65090 and 65096.

NOW THEREFORE BE IT ORDAINED by the Town Council of the Town of Moraga that:

SECTION 1. Pursuant to the California Environmental Quality Act (CEQA), the ADU ordinance amendment is exempt from the provisions of CEQA (Public Resources Code Section 21000, et seq.), pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempts the adoption of local ordinance for ADUs and Junior Accessory Dwelling Units (JADUs).

SECTION 2. Pursuant to Moraga Municipal Code Section 8.12.100, the Town Council hereby makes the following findings:

(a) The proposed Amendments to the Municipal Code are consistent with the objectives, policies, general land uses, and programs specified in the General Plan. The proposed code amendments will maintain the Town's local development standard in compliance with State ADU Law and support the development of a diverse range of housing types within Moraga. They also implement General Plan policies that allow for the ministerial approval of ADUs and JADUs. In addition, the Housing Element includes programs and actions aimed at streamlining ADU approvals, and compliance with State ADU Law further advances those objectives.

(b) In the case of a general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed. The proposed ordinance would maintain the Town's local development standards for ADUs and JADUs in compliance with State ADU Law, providing a streamlined permitting process and procedures for the development of ADUs, which are permitted accessory residential uses in all zoning districts that allow residential development.

(c) A community need is demonstrated for the proposed change. The municipal code amendments would allow the Town to continue enforcing local development standards in compliance with State ADU Law facilitating the production of housing, which is urgently needed at the local and regional levels. ADUs can provide lower-cost housing opportunities for extended family members, young adults, students, seniors, caregivers, and other small households, while also providing an additional source of income for property owners.

(d) Its adoption will be in conformity with public convenience, general welfare and good zoning practice. Adoption of the proposed amendments will promote public convenience and general welfare, allowing the Town to continue enforcing local development standards in compliance with State ADU Law. State Law requires a ministerial approval process for streamlined ADUs and JADUs, with specified objective standards, and local standards provided in this ordinance. Additionally, updating the municipal code to align with General Plan policies, Housing Element programs, and current State ADU Law represents sound planning and zoning practice.

SECTION 3: AMENDMENT OF CHAPTER 8.124 (ACCESSORY DWELLING UNITS)

Chapter 8.124 (Accessory Dwelling Units) of the Moraga Municipal Code is deleted in its entirety and replaced with the following:

Article 1. General Provisions

8.124.010 Purpose.

This chapter provides for the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in the town as required by state law, and in accordance with the Town's General Plan and Housing Element as a means to provide a variety of housing types to meet the town's projected housing needs. This chapter provides for the ministerial approval of ADUs and JADUs in areas zoned to allow residential uses. The Town encourages ministerial review of ADUs and JADUs when possible. This Ordinance also provides procedures and standards for review of accessory dwelling units that do not meet the ministerial requirements as set forth herein that are intended to increase opportunities for ADUs to be developed within the Town.

8.124.020 Definitions.

"Accessory dwelling unit," or "ADU," means a residential dwelling unit attached or detached from a primary unit, or entirely enclosed within an existing building, which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel where an existing or proposed primary unit is situated. An accessory dwelling unit also includes the following:

A. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code.

B. A manufactured home, as defined in Section 18007 of the California Health and Safety Code.

"Adjacent to the parking spaces for the primary unit" means within fifteen (15) feet of the nearest edge of the parking structure (garage or carport) including any storage areas within the parking structure; or within fifteen (15) feet of a legal, uncovered parking space for the primary unit.

"Attached ADU" means an ADU that does not qualify as a fully contained ADU and that is located at least partially within a newly constructed expansion of, or addition to, an existing primary unit.

"Detached ADU" means an ADU that does not qualify as a fully contained ADU and that is located at least partially within new construction that is part of a physical structure which is detached from the primary unit. More specifically, a detached ADU is located within a newly and legally constructed separate accessory building, or a newly constructed expansion of, or addition to, a pre-existing legally constructed separate accessory building.

"Primary unit" or "primary residence" means a single-family or multifamily residential dwelling unit that either exists on or is proposed for a lot zoned for any residential or mixed-use zone, either through a permitted use or a conditional use, and is constructed prior to or concurrently to the ADU or JADU.

"Fully contained ADU" means an ADU which is established entirely within the pre-existing building envelope of either (i) a primary unit, a multifamily building, or (ii) any other pre-existing, legally constructed building located upon any lot containing a primary unit.

"Interior livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

"Junior accessory dwelling unit," or "JADU," means a residential dwelling unit that provides independent and permanent living facilities for one or more persons (including provisions for living, sleeping, and eating), is no more than five hundred (500) square feet of interior livable space, and is contained entirely within the building envelope of an existing or proposed primary unit. A junior accessory dwelling unit shall include either separate sanitation facilities, or sanitation facilities shared with the primary unit. If the JADU shares sanitation facilities with the primary structure, the property owner shall reside onsite in either the primary residence or the JADU. If the JADU has separate sanitation facilities, no owner-occupancy is required. The owner-occupancy requirement shall not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

"Multifamily building" for purposes of this Chapter 8.124 means a structure with two or more attached dwelling units on one lot.

"Outdoor living areas" means an area on the exterior of an ADU that is designed for human use or habitation including, but not limited to, a patio, deck, balcony or yard that can accommodate appurtenances including, but not limited to, a barbecue pit, an outdoor dining table, a hammock, a lounge chair, a bench or a spa.

"Passageway" means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of an ADU.

"Standard ADU" means an ADU applied for under Article 3 below

"Streamlined ADU" or "JADU" means an ADU or "JADU" applied for under Article 2 below.

"Business day" means any day that Moraga Town Hall is open for business to the public.

8.124.030 Subdivision.

The primary unit and an ADU or JADU, as applicable, may not be sold separately from each other and no subdivision of land or air rights is authorized by this chapter.

8.124.040 Permit required.

No person shall develop, construct, cause to be rented, or occupy an ADU or JADU on any lot within the town unless a permit is obtained pursuant to the procedures and standards set forth in this chapter.

8.124.050 Density and use.

To the extent required by state law, an ADU or JADU built in conformance with this chapter does not count towards the allowed density for the lot upon which the ADU or JADU is located and is a residential use that is consistent with the general plan and zoning ordinance.

8.124.060 ADUs authorized as part of new construction.

Notwithstanding any other provision of this chapter, the town may authorize the construction of fully contained, and attached and detached ADUs as an accessory use to a single-family dwelling in conjunction with the approval of, or an amendment to, any of the following:

A. Design review approval of a new single-family dwelling.

B. A residential subdivision pursuant to the Moraga Subdivision Ordinance and Subdivision Map Act;

C. A planned development pursuant to Chapter 8.48; and

D. A conditional use permit, including, but not limited to, a conditional use permit for a single-family dwelling or dwellings within the MOSO open space district, provided that an application for a conditional use permit, or the amendment thereof, to permit the establishment of an ADU shall be processed as set forth in Section 8.124.170.

8.124.070 Impact fees.

All ADUs and JADUs shall be subject to any applicable impact fees adopted by the town, except as provided below.

A. No impact fee is required for an ADU that has seven hundred fifty (750) square feet of interior livable space or less, or a JADU that has five hundred (500) square feet of interior livable space or less.

B. Any impact fee that is required for an ADU that has more than seven hundred fifty (750) square feet of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the interior livable space of the ADU divided by the interior livable space of the primary dwelling unit, multiplied by the fee amount charged for a new dwelling.)

For purposes of this section, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of California Government Code Section 66000, except that it also includes fees specified in California Government Code Section 66477. “Impact fee” does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

8.124.080 General requirements.

The following general requirements apply to all ADUs and JADUs.

A. No ADU or JADU is required to provide fire sprinklers if they are not required for the primary residence. The construction of an ADU or JADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling or existing multifamily dwelling.

B. No passageway shall be required in conjunction with construction of an ADU unless mandated by the Americans with Disabilities Act or other state or federal safety code standard.

C. If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

D. Prior to issuance of a building permit for a JADU, a deed restriction shall be recorded against the title of the property as required in Article 5 of this chapter. No deed restriction shall be required for an ADU.

E. When an ADU is approved concurrently with a proposed primary unit, final occupancy of the ADU shall not be issued before final occupancy of the primary unit.

F. Rental Terms. No ADU or JADU shall be rented for a term of thirty (30) consecutive days or less.

8.124.090 Procedures

A. This section shall provide for and govern the ministerial review of applications for streamlined ADUs and JADUs under Article 2 and standard ADUs under Article 3.

B. Applications for streamlined ADUs and JADUs, and standard ADUs under this article shall be approved ministerially by the Planning Director without discretionary review, further design review, or public hearing, pursuant to the procedures set forth in this article.

C. No more than one standard attached or detached ADU shall be permitted per lot and must meet the general requirements in Section 8.124.080, the development standards in Section 8.124.130, the design standards in Section 8.124.140.

D. Procedure for Review.

(1) Within fifteen (15) business days after receiving an application, the planning director or designee shall determine whether the application is complete and provide written notice of the determination to the applicant. If the application is determined to be incomplete, the planning director shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. If the planning director does not make a timely determination within fifteen (15) business days, the application shall be deemed complete.

(2) Within sixty (60) calendar days after receiving a completed application, the planning director shall approve or deny an application through a ministerial review process and issue an ADU permit if the requirements of either Sections 8.124.080, 8.124.120, 8.124.130 and 8.124.140, as applicable, have been satisfied. If the planning director has not approved or denied the completed application within sixty (60) days, the application shall be deemed approved. If the planning director denies the application, the planning director shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied. The planning director shall deny an application for an ADU if the applicable requirements have not been satisfied.

E. Courtesy Notice. Upon approval of the accessory dwelling unit permit, the planning director shall mail a courtesy notice to all owners of abutting properties, notifying them of the approval. The notice shall state that there is no right of an aggrieved party to appeal the approval.

F. Right to Appeal. If a permit application is determined to be incomplete or is denied, the applicant may appeal that decision in writing to the planning commission, as applicable, in accordance with the provisions of Moraga Municipal Code Chapter 8.12, Article 4. The town shall provide a final written determination not later than sixty (60) business days after receipt of the applicant's written appeal.

G. Notwithstanding the procedures in Sections 8.124.080(A)—(F) above, an applicant for an attached or detached ADU that does not meet both the development standards of Sections 8.124.130 and the design standards of Section 8.124.140, may seek discretionary approval of an ADU in accordance with the alternative procedures set forth in Article 4 of this chapter.

8.124.100 Exemption for hillside development permit.

ADUs qualifying for ministerial approval under Articles 2 and 3 of this Chapter that are proposed on any hillside lot or area are exempt from the hillside development permit requirements described in Chapter 8.136. Non-ministerial ADUs allowed under Article 4 of this chapter, grading in addition to that necessary for excavation of the footprint of the ADU, or other attached or detached buildings or structures proposed as part of an ADU are not exempt from the hillside development permit process when applicable.

8.124.110 Unpermitted ADUs and JADUs constructed before January 1, 2020.

The town shall not deny a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations or because the ADU or JADU does not comply with state ADU law or a local ordinance, unless the town makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure, or the building is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

Article 2. Streamlined ADUs and JADUs

8.124.120 Development standards for streamlined ADUs and JADUs.

Pursuant to California Government Code Section 66323, the town shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of following types of ADUs and JADUs, or any combination thereof ("Streamlined ADUs and JADUs"), that comply with the general requirements of Section 8.124.080 and the applicable standards described in subsections A through D.

A. Fully contained ADU. This subsection applies to ADUs created by converting existing space, as applicable below, whether within a single-family dwelling, accessory structure, or multifamily building.

(1) Conversion of an existing structure. One fully contained ADU may be established entirely within the building envelope of the primary unit or another pre-existing, legally constructed accessory building located on any lot, if it complies with the following standards:

a. The fully contained ADU shall have an exterior access independent from that of the primary unit. An addition of up to one hundred fifty (150) square feet is permitted if the expansion is limited to accommodating ingress and egress, with setbacks sufficient for fire and safety. For any fully contained ADU located on a second floor, any stairway, whether enclosed or open, needed to access that second floor ADU must be established entirely within the pre-existing building envelope of the primary unit or pre-existing, legally constructed, building within which the ADU is contained, or may be enclosed within an addition that does not exceed one hundred fifty (150) square feet.

b. A pre-existing legally constructed accessory building may be fully or partially converted into a fully contained ADU and no setback shall be required for a pre-existing legally constructed accessory building that is converted (or partially converted) to a fully contained ADU.

(2) Conversion of non-livable space in a multifamily building. Multiple ADUs within portions of existing multifamily dwelling buildings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each fully contained converted ADU complies with state building standards for dwellings. At least one fully contained converted ADU is allowed within an existing multifamily building or mixed-use building with existing dwelling units, and multiple fully contained converted ADUs shall be permitted up to twenty-five (25) percent of the number of existing multifamily dwelling units.

B. A JADU complying with the following standards:

(1) One JADU is allowed on a lot containing an existing single-family dwelling.

(2) The owner of a parcel proposed for a JADU shall occupy as a principal residence either the primary unit or the JADU if sanitation facilities are shared.

(3) As set forth in Section 8.124.200, neither the JADU nor the primary unit shall be sold independently of each other.

(4) The JADU shall have a separate entrance from the main entrance to the primary dwelling. If the JADU does not include a separate bathroom, the JADU shall include an interior entrance to the main living area of the primary unit.

(5) The interior livable space of a JADU shall not be larger than five hundred (500) square feet.

(6) The JADU shall include an efficiency kitchen, requiring and limited to the following components:

a. A cooking facility with appliance(s); and

b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

(7) No additional parking is required beyond that required for the primary unit, including when the JADU is converted from an attached garage.

C. One detached ADU, new construction with a proposed or existing single-family dwelling that complies with the following standards:

(1) The lot on which the ADU is located has a proposed or existing single-family dwelling. The lot may also contain a JADU permitted pursuant to Section 8.124.120.B and a fully contained ADU permitted pursuant to Section 8.124.120.A.

(2) The side and rear setbacks are at least four feet.

(3) The total interior livable space is not more than eight hundred (800) square feet.

(4) The height does not exceed the limits set forth in 8.124.130 subdivision E.

D. Detached ADUs on a lot that has an existing or proposed multifamily building, with the following standards:

(1) On a lot with an existing multifamily dwelling, up to eight (8) detached ADUs are permitted, provided that the number of ADUs does not exceed the number of existing units on the lot or on a lot with a proposed multifamily dwelling, no more than two (2) detached ADUs are permitted.

(2) The side and rear setbacks are at least four feet.

(3) The height does not exceed the limits set forth in 8.124.130 subdivision E.

(4) The ADUs are detached from the multifamily building.

Article 3. Standard ADUs

8.124.130 Development standards for standard attached and detached ADUs.

The following section applies to standard attached or detached ADUs that do not qualify as a streamlined ADU. An standard attached or detached ADU may be established upon any lot containing an existing or proposed primary unit in in any single-family residentially zoned district, planned development districts that allow single-family residential development, or MOSO or non-MOSO open space districts, if it complies with the following standards, as well as the general standards set forth in Section 8.124.080 and design standards set forth in Section 8.124.140:

A. Except as set forth in Section 8.124.130(C), a portion of an existing primary unit or a pre-existing legally constructed accessory building (or portion thereof) may be incorporated into an attached or detached ADU only if the side and rear setbacks and building separations are sufficient for fire safety.

B. Except as set forth in Section 8.124.130(C), any expansion of or addition to either an existing primary unit or a pre-existing legally constructed accessory building to accommodate an attached ADU or detached ADU shall meet all development standards of the zoning district in which it is located.

C. Notwithstanding any other standard set forth in this Section 8.124.130 no setback shall be required for an existing legally constructed garage that is fully or partially incorporated into an attached or detached ADU.

D. An attached or detached ADU shall have side and rear setbacks of at least four feet. Front yard setback requirements of the zoning district in which the attached or detached ADU is to be located shall apply. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions, including height, as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.

E. The following height limitations shall apply to standard attached or detached ADUs:

(1) Detached ADUs: sixteen (16) feet on a lot with an existing or proposed single-family or multifamily dwelling.

(2) Detached ADUs near transit: eighteen (18) feet on a lot with an existing or proposed single-family or multifamily dwelling that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two (2) feet in height shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

(3) Detached ADUs on multifamily multistory lots: eighteen (18) feet on a lot with an existing or proposed multifamily, multistory dwelling.

(4) Attached ADUs: twenty-five (25) feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower. The ADU shall not exceed two stories.

A skirt wall (if any) shall be included in the maximum height measurement

F. The area within the construction footprint of the attached or detached ADU, including the area required for the unit, associated grading, and outdoor living space, shall not have an average predevelopment slope greater than twenty (20) percent.

G. The cumulative volume of cut and/or fill for construction of the attached or detached ADU, exclusive of areas for building foundations and footings, shall not exceed two hundred (200) cubic yards.

H. The interior living area of an attached or detached ADU shall be at least one hundred fifty (150) square feet and shall not exceed 1,200 square feet. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior living area of the primary unit, calculated before the addition of the attached ADU.

I. The attached or detached ADU shall have an external access separate from the primary unit, and an attached ADU may also have internal access to the primary unit.

J. No historic tree shall be removed for the purpose of establishing an ADU. Native or orchard trees may be removed to provide for the location of an ADU, with a requirement that one 15-gallon tree of the same genus and species be planted on site per tree removed. The requirement to replant a native or orchard tree may be waived if the planning director determines that there is no appropriate location on site to plant a tree. Trees are defined in Moraga Municipal Code Section 12.12.020.

K. In addition to parking required for the primary unit, one off-street parking space measuring at least nine feet by nineteen (19) feet and not more than seventeen (17) feet by nineteen (19) feet, which may be open or covered, shall be provided for an attached or detached ADU, subject to the following requirements:

(1) The parking space for the attached or detached ADU shall be located adjacent to the parking spaces for the primary unit, and shall not be accessed by means of a driveway separate from that which accesses required parking spaces for the primary residence, unless such access is specifically authorized by the Moraga Municipal Code. The size of the existing driveway curb cut shall not be increased, and no new driveway curb cut shall be created. The guest parking spaces required by Moraga Municipal Code Section 8.76.100(C) and (D) are not required for an accessory dwelling unit.

(2) The required parking space shall be surfaced with a permeable material that is approved by the planning director, except that a pre-existing nonpermeable driveway, paved parking area or new or existing covered parking

space may be used. The required parking space may be located within required setback areas if it is uncovered. When required parking for the attached or detached ADU, other than tandem parking within an existing driveway, is located within a setback area, the planning director may require the parking be screened from off-site views with vegetation not less than thirty-six (36) inches in height above the parking surface.

(3) When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of a fully contained, attached or detached ADU or converted to an attached or detached ADU, no replacement parking shall be required.

(4) Notwithstanding any other provisions of this Subsection 8.124.130(K), attached or detached ADUs are exempt from off-street parking space in any of the following circumstances:

a. The attached or detached ADU is located within one-half walking distance of a public transit stop.

b. The attached or detached ADU is located within an architecturally and historically significant historic district.

c. When on-street parking permits are required but not offered to the occupant of the attached or detached ADU.

d. When there is a car share vehicle storage space, at which car shares may be picked up and dropped off, located within one block of the attached or detached ADU.

e. When the permit application for the ADU is submitted with a permit application to create a new single-family or multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other applicable parking exemption criteria.

f. Nothing in this Section 8.124.130(K) shall be construed as requiring parking to be provided for a streamlined ADU.

8.124.140 Design standards for standard attached and detached ADUs.

This section sets forth design standards that must be met for the establishment of standard attached and detached ADUs in addition to the requirement to comply with the general standards set forth in Section 8.124.080 and the development standards set forth in Sections 8.124.130. An attached or detached ADU must meet the following design standards:

A. Exterior colors and materials of the attached or detached ADU shall match or be consistent in type and quality with those used on the primary unit. Architectural and landscape designs of the attached or detached ADU and its appurtenances (e.g. mailboxes) shall use the same or similar materials, colors, and design elements as the primary unit.

B. All exterior lighting shall be directed downward and/or inward toward the property.

C. Any new retaining walls necessary for the construction of the attached or detached ADU shall be no higher than three feet. If a fence is located within two feet of a retaining wall the combined retaining wall and fence height shall not exceed six feet. There shall be no more than two new retaining walls located within thirty (30) feet of one another in conjunction with the construction of the attached or detached ADU.

D. Any blank exterior wall proposed as part of the construction of the attached or detached ADU that is without windows and is more than fifteen (15) feet long or one hundred eighty (180) square feet in area, whichever is less, shall have landscaping installed and maintained along the wall which reaches a minimum height of four feet within three years.

E. Windows on any exterior wall proposed as part of the construction of the attached or detached ADU located within thirty (30) feet of a neighboring residence, where the windows would have sight lines to the neighboring residence, shall have a minimum sill height not less than five feet, six inches above the interior finished floor height. This requirement may be waived by the planning director for a window required for egress under the California Building Code.

F. The aggregate area of new deck(s), balcony(ies) or porch(es) for the attached or detached ADU shall not exceed one hundred twenty (120) square feet, and no such feature shall have a depth greater than eight feet. No deck, porch or balcony shall have a height more than twenty-four (24) inches above existing grade, measured to the top of the finished floor or deck surface.

G. Stairways constructed to access an attached or detached ADU with an upper landing floor height of more than six feet from natural grade shall be enclosed, except where all parts of the stairway are located more than thirty (30) feet from a property line or would not be visible from an adjacent property or public street.

H. The skirt height associated with the construction of the attached or detached ADU shall not exceed four feet.

I. There shall be a minimum of six feet near-level clearance area from any top or bottom of a slope associated with the construction of the attached or detached ADU. The post-development slope of the near-level clearance area shall not exceed five percent. This requirement is also applicable to split-level lots, with the exception of the primary pad split.

Article 4. Procedures and Standards for Review of Accessory Dwelling Units Not Qualifying for Ministerial Review

8.124.150 Purpose.

The purpose of this article is to provide procedures and standards for the review and approval of ADUs that do not meet one or more of the development and/or design standards set forth in Sections 8.124.130 and 8.124.140, respectively. The intent of these procedures is to reasonably allow such units to be established, subject to discretionary review, even when they would not qualify for ministerial review and approval pursuant to the requirements of state law, thereby increasing the opportunities for ADUs to be developed in the town.

8.124.160 Applicability.

This article is only applicable to provide alternative processes to the statutory requirements for ministerial review, and to thereby provide for a system of discretionary review in a manner designed to increase opportunities for ADUs to be developed in the town beyond that which is required by state law. In no event shall this article be interpreted to expand or otherwise amend the requirements for ministerial review set forth in Article 3.

8.124.170 Conditional use permit procedures.

A proposed attached or detached ADU that an applicant seeks to establish that does not comply with the development standards set forth in Section 8.124.130 may be allowed subject to a conditional use permit. The applicant shall be required to obtain a building permit prior to the construction of any attached or detached ADU for which a conditional use permit is required, and shall also meet the requirements set forth in Article 5 of this chapter. Design review for such attached or detached ADUs may also be required pursuant to Section 8.124.180. An application for a conditional use permit (CUP) for an ADU subject to this Article 4 shall be processed in accordance with Chapter 8.12 of the Moraga Municipal Code, except as expressly set forth in this Section 8.124.170 and Section 8.124.180. In addition to the required findings set forth in Section 8.12.120, the following supplemental findings shall also be made prior to the issuance of a CUP for an attached or detached ADU:

A. The number of ADUs and JADUs on the lot shall not exceed the number allowed under Sections 8.124.120 and 8.124.140, as applicable.

B. The area within the development footprint of the proposed ADU, including the area required for the unit, associated grading, and outdoor living space, will not have an average predevelopment slope greater than twenty (20) percent.

C. The interior livable space of an attached or detached ADU shall be at least one hundred fifty (150) square feet and shall not exceed 1,200 square feet. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior livable space of the primary unit, calculated before the addition of the attached ADU.

D. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior livable space of the existing primary unit, calculated before the addition of the attached ADU, except that the foregoing limitation shall not restrict an attached ADU to less than eight hundred (800) square feet of interior livable space.

E. The ADU will comply with all of the required setbacks of the applicable zoning district.

F. The owner of the property upon which the ADU is located will occupy either the primary unit or the ADU, unless the applicant establishes by substantial evidence to the satisfaction of the planning director that strict application of the requirement on a temporary basis would constitute a hardship warranting an exemption to this requirement.

G. At least one dedicated off-street parking space for the ADU, which may be covered, uncovered, or provided as tandem parking, will be provided, except that no off-street parking space is required when one of the circumstances described in Section 8.124.130(K)(4) would apply,

H. The ADU complies to the extent practicable with the standards set forth in Sections 8.124.130 and 8.124.140.

I. Provisions have been made for a deed restriction as provided in Article 5 of this chapter to be recorded against the property.

8.124.180 Design review procedures.

An attached or detached ADU that does not comply with the design standards set forth in Section 8.124.140 shall be reviewed pursuant to the procedures, and approved or denied pursuant to the standards, set forth in Moraga Municipal Code Chapter 8.72, the planning commission shall be the review body for design review approval following the procedure for review specified in Section 8.72.030(D) or Section 8.72.090, as applicable.

Article 5. Deed Restriction

8.124.190 Applicability.

The requirements of this Article 5 shall apply to JADUs only:

A. JADUs approved under Article 2.

8.124.200 Requirements.

Prior to the issuance of a building permit for a JADU, the property owner shall record in the office of the Contra Costa County Recorder a deed restriction setting forth

the following requirements, in a form satisfactory to the planning director and the town attorney:

A. The primary unit and the JADU established on the same lot may not be sold independently of each other.

B. If the JADU shares sanitation facilities with the primary structure, the owner of the property shall reside in either the primary residence or the JADU as the owner's principal residence. If the JADU has separate sanitation facilities, no owner-occupancy is required. The owner-occupancy requirement shall not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

C. The size and attributes of the JADU shall conform with the requirements of this chapter and state law.

D. The restrictions described in this Section 8.124.200 shall be binding upon any successor in ownership of the property and lack of compliance may result in legal action against the property owner.

[Next section begins on the following page]

SECTION 4: EFFECTIVE DATE
This Ordinance become effective thirty (30) days after its final passage and adoption.

SECTION 5: SEVERABILITY
If any provision of the Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provisions or applications of the Ordinance. To this end, the provisions of this Ordinance are severable. This Town Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 6: PUBLICATION
The Town Clerk shall cause this Ordinance to be published in accordance with State law.

The foregoing Ordinance was introduced at a regular meeting of the Town Council of the Town of Moraga, California, held on June 24, 2026, and was adopted and ordered published at a regular meeting of the Town Council held on [MONTH, DATE, YEAR] by the following vote:

Ayes:
Noes:
Abstain:
Absent:
Recused:

_____
Kerry Hillis, Mayor

_____
Attest: Amy Heavener, Town Clerk

ATTACHMENT B: REDLINED AMENDMENTS TO MORAGA MUNICIPAL CODE CHAPTER 8.124

Chapter 8.124 Accessory Dwelling Units

Article 1. General Provisions

8.124.010 Purpose.

This chapter provides for the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in the town as required by state law, and in accordance with the Town's General Plan and Housing Element as a means to provide a variety of housing types to meet the town's projected housing needs. This chapter provides for the ministerial approval of ADUs and JADUs in areas zoned to allow residential uses. The Town encourages ministerial review of ADUs and JADUs when possible. This Ordinance also provides procedures and standards for review of accessory dwelling units that do not meet the ministerial requirements as set forth herein that are intended to increase opportunities for ADUs to be developed within the Town.

8.124.020 Definitions.

"Accessory dwelling unit," or "ADU," means a residential dwelling unit attached or detached from a primary unit, or entirely enclosed within an existing building, which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel where an existing or proposed primary unit is situated. An accessory dwelling unit also includes the following:

A. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code.

B. A manufactured home, as defined in Section 18007 of the California Health and Safety Code.

"Adjacent to the parking spaces for the primary unit" means within fifteen (15) feet of the nearest edge of the parking structure (garage or carport) including any storage areas within the parking structure; or within fifteen (15) feet of a legal, uncovered parking space for the primary unit.

"Attached ADU" means an ADU that does not qualify as a fully contained ADU and that is located at least partially within a newly constructed expansion of, or addition to, an existing primary unit.

"Detached ADU" means an ADU that does not qualify as a fully contained ADU and that is located at least partially within new construction that is part of a physical structure which is detached from the primary unit. More specifically, a detached ADU is located within a newly and legally constructed separate accessory building, or a newly

constructed expansion of, or addition to, a pre-existing legally constructed separate accessory building.

"Primary unit" or "primary residence" means a single-family or multifamily residential dwelling unit that either exists on or is proposed for a lot zoned for any residential or mixed-use zone, either through a permitted use or a conditional use, and is constructed prior to or concurrently to the ADU or JADU.

"Fully contained ADU" means an ADU which is established entirely within the pre-existing building envelope of either (i) a primary unit, a multifamily building, or (ii) any other pre-existing, legally constructed building located upon any lot containing a primary unit.

"Interior ~~living area~~ livable space" means ~~the gross interior horizontal area of~~ a ~~space in a~~ dwelling ~~unit including, but not limited to, all rooms, hallways, closets, bathrooms and storage areas and specifically including the depth of all walls that divide any interior spaces but excluding the depth of all exterior walls and excluding an enclosed garage.~~ Intended for human habitation, including living, sleeping, eating, cooking or sanitation.

"Junior accessory dwelling unit," or "JADU," means a residential dwelling unit that provides independent and permanent living facilities for one or more persons (including provisions for living, sleeping, and eating), is no more than five hundred (500) square feet ~~in size~~ of interior livable space, and is contained entirely within the building envelope of an existing or proposed primary unit. A junior accessory dwelling unit shall include either separate sanitation facilities, or sanitation facilities shared with the primary unit. If the JADU shares sanitation facilities with the primary structure, the property owner shall reside onsite in either the primary residence or the JADU. If the JADU has separate sanitation facilities, ~~an ADU~~ no owner occupancy is required. The owner-occupancy requirement shall not apply if the property is entirely owned by another governmental agency, land trust, or ~~the JADU~~ housing organization.

"Multifamily building" for purposes of this Chapter 8.124 means a structure with two or more attached dwelling units on one lot.

"Outdoor living areas" means an area on the exterior of an ADU that is designed for human use or habitation including, but not limited to, a patio, deck, balcony or yard that can accommodate appurtenances including, but not limited to, a barbecue pit, an outdoor dining table, a hammock, a lounge chair, a bench or a spa.

"Passageway" means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of an ADU.

"Standard ADU" means an ADU applied for under Article 3 below

"Streamlined ADU" or "JADU" means an ADU or "JADU" applied for under Article 2 below.

“Business day” means any day that Moraga Town Hall is open for business to the public.

8.124.030 Subdivision.

The primary unit and an ADU or JADU, as applicable, may not be sold separately from each other and no subdivision of land or air rights is authorized by this chapter.

8.124.040 Permit required.

No person shall develop, construct, cause to be rented, or occupy an ADU or JADU on any lot within the town unless a permit is obtained pursuant to the procedures and standards set forth in this chapter.

8.124.050 Density and use.

To the extent required by state law, an ADU or JADU built in conformance with this chapter does not count towards the allowed density for the lot upon which the ADU or JADU is located and is a residential use that is consistent with the general plan and zoning ordinance.

8.124.060 ADUs authorized as part of new construction.

Notwithstanding any other provision of this chapter, the town may authorize the construction of fully contained, and attached and detached ADUs as an accessory use to a single-family dwelling in conjunction with the approval of, or an amendment to, any of the following:

A. Design review approval of a new single-family dwelling.

B. A residential subdivision pursuant to the Moraga Subdivision Ordinance and Subdivision Map Act;

C. A planned development pursuant to Chapter 8.48; and

D. A conditional use permit, including, but not limited to, a conditional use permit for a single-family dwelling or dwellings within the MOSO open space district, provided that an application for a conditional use permit, or the amendment thereof, to permit the establishment of an ADU shall be processed as set forth in Section 8.124.180.

8.124.070 Impact fees.

All ADUs and JADUs shall be subject to any applicable impact fees adopted by the town, except as provided below.

A. No impact fee is required for an ADU that ~~is less than~~ has seven hundred fifty (750) square feet ~~in floor area.~~ of interior livable space or less, or a JADU that has five hundred (500) square feet of interior livable space or less.

B. Any impact fee that is required for an ADU that ~~is~~ has more than seven hundred fifty (750) square feet ~~or larger in floor area~~ of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the ~~floor area~~ interior livable space of the ADU divided by the ~~floor area~~ interior livable space of the primary dwelling unit, multiplied by the fee amount charged for a new dwelling.)

For purposes of this section, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of California Government Code Section 66000, except that it also includes fees specified in California Government Code Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

8.124.080 General requirements.

The following general requirements apply to all ADUs and JADUs.

A. ~~The ADU is not~~ No ADU or JADU is required to provide fire sprinklers if they are not required for the primary ~~unit~~ Residence. The construction of an ADU or JADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling or existing multifamily dwelling.

B. No passageway shall be required in conjunction with construction of an ADU unless mandated by the Americans with Disabilities Act or other state or federal safety code standard.

C. If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

D. Prior to issuance of a building permit for ~~an ADU or~~ a JADU, a deed restriction shall be recorded against the title of the property as required in Article 5 of this ~~title~~ chapter. No deed restriction shall be required for an ADU.

E. When an ADU is approved ~~with~~ concurrently with a proposed primary unit, final occupancy of the ADU shall not be issued before final occupancy of the primary unit.

F. Rental Terms. No ADU or JADU shall be rented for a term of thirty (30) consecutive days or less.

8.124.090 Procedures

A. This section shall provide for and govern the ministerial review of applications for streamlined ADUs and JADUs under Article 2 and standard ADUs under Article 3.

B. Applications for streamlined ADUs and JADUs, and standard ADUs under this article shall be approved ministerially by the Planning Director without discretionary review, further design review, or public hearing, pursuant to the procedures set forth in this article.

C. No more than one standard attached or detached ADU shall be permitted per lot and must meet the general requirements in Section 8.124.080, the development standards in Section 8.124.130, the design standards in Section 8.124.140.

D. Procedure for Review.

(1) Within fifteen (15) business days after receiving an application, the planning director or designee shall determine whether the application is complete and provide written notice of the determination to the applicant. If the application is determined to be incomplete, the planning director shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. If the planning director does not make a timely determination within fifteen (15) business days, the application shall be deemed complete.

(2) Within sixty (60) calendar days after receiving a completed application, the planning director shall approve or deny an application through a ministerial review process and issue an ADU permit if the requirements of either Sections 8.124.080, 8.124.120, 8.124.130 and 8.124.140, as applicable, have been satisfied. If the planning director has not approved or denied the completed application within sixty (60) days, the application shall be deemed approved. If the planning director denies the application, the planning director shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied. The planning director shall deny an application for an ADU if the applicable requirements have not been satisfied.

E. Courtesy Notice. Upon approval of the accessory dwelling unit permit, the planning director shall mail a courtesy notice to all owners of abutting properties, notifying them of the approval. The notice shall state that there is no right of an aggrieved party to appeal the approval.

F. Right to Appeal. If a permit application is determined to be incomplete or is denied, the applicant may appeal that decision in writing to the planning commission, as applicable, in accordance with the provisions of Moraga Municipal Code Chapter 8.12, Article 4. The town shall provide a final written determination not later than sixty (60) business days after receipt of the applicant's written appeal.

G. Notwithstanding the procedures in Sections 8.124.080(A)—(F) above, an applicant for an attached or detached ADU that does not meet both the development standards of Sections 8.124.130 and the design standards of Section 8.124.140, may seek discretionary approval of an ADU in accordance with the alternative procedures set forth in Article 4 of this chapter.

8.124.100~~090~~ Exemption for hillside development permit.

ADUs qualifying for ministerial approval under Articles 2 and 3 of this Chapter that are proposed on any hillside lot or area are exempt from the hillside development permit requirements described in Chapter 8.136. Non-ministerial ADUs allowed under Article 4 of this chapter, grading in addition to that necessary for excavation of the footprint of the

ADU, or other attached or detached buildings or structures proposed as part of an ADU are not exempt from the hillside development permit process when applicable.

8.124.110 Unpermitted ADUs and JADUs constructed before January 1, 2020.

The town shall not deny a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations or because the ADU or JADU does not comply with state ADU law or a local ordinance, unless the town makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure, or the building is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

Article 2 ~~Ministerial Review for~~ Streamlined ADUs and JADUs

~~**8.124.100 Procedures.**~~

~~A. This article shall provide for and govern the ministerial review for streamlined ADUs and JADUs as set forth in Section 8.124.110 below.~~

~~B. Building permit applications for streamlined ADUs and JADUs that meet the requirements in Section 8.124.110 shall be approved ministerially by the planning director without discretionary review, further design review, or public hearing, pursuant to the procedures of this article.~~

~~C. Procedure for Review.~~

~~(1) Within sixty (60) days after receiving an application, the planning director shall approve a building permit application for a streamlined ADU or JADU if the requirements of Section 8.124.110 have been satisfied.~~

~~(2) The planning director shall deny an application for a streamlined ADU or JADU if the requirements of Section 8.124.110 have not been satisfied.~~

~~D. Courtesy Notice. Upon approval of the accessory dwelling unit permit, the planning director shall mail a courtesy notice to all owners of abutting properties, notifying them of the approval. The notice shall state that there is no right of an aggrieved party to appeal the approval.~~

~~E. Right to Appeal. The applicant may appeal the decision of the planning director in accordance with the provisions of Moraga Municipal Code Chapter 8.12, Article 4. The appeal shall be limited to a consideration of whether the objective criteria in Sections 8.124.110 have been met.~~

8.124.120~~110~~ Development standards for streamlined ADUs and JADUs.

Pursuant to California Government Code Section ~~65852.2(e)~~66323, the town shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of following types of ADUs and JADUs, or any combination thereof ("Streamlined ADUs and JADUs~~")~~"), that comply with the general requirements

of Section 8.124.080 and the applicable standards described in subsections A through D.

A. Fully contained ADU. This subsection applies to ADUs created by converting existing space, as applicable below, whether within a single-family dwelling, accessory structure, or multifamily building.

(1) Conversion of an existing structure. One fully contained ADU may be established entirely within the building envelope of the primary unit or another pre-existing, legally constructed accessory building located on any lot, if it complies with the following standards:

a. The fully contained ADU shall have an exterior access independent from that of the primary unit. An addition of up to one hundred fifty (150) square feet is permitted if the expansion is limited to accommodating ingress and egress, with setbacks sufficient for fire and safety. For any fully contained ADU located on a second floor, any stairway, whether enclosed or open, needed to access that second floor ADU must be established entirely within the pre-existing building envelope of the primary unit or pre-existing, legally constructed, building within which the ADU is contained, or may be enclosed within an addition that does not exceed one hundred fifty (150) square feet.

b. A pre-existing legally constructed accessory building may be fully or partially converted into a fully contained ADU and no setback shall be required for a pre-existing legally constructed accessory building that is converted (or partially converted) to a fully contained ADU.

(2) Conversion of non-livable space in a multifamily building. Multiple ADUs within portions of existing multifamily dwelling buildings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each fully contained converted ADU complies with state building standards for dwellings. At least one fully contained converted ADU is allowed within an existing multifamily building or mixed-use building with existing dwelling units, and multiple fully contained converted ADUs shall be permitted up to twenty-five (25) percent of the number of existing multifamily dwelling units.

B. A JADU complying with the following standards:

(1) One JADU is allowed on a lot containing an existing single-family dwelling.

(2) The owner of a parcel proposed for a JADU shall occupy as a principal residence either the primary unit or the JADU if sanitation facilities are shared.

(3) As set forth in Section 8.124.200~~210~~, neither the JADU nor the primary unit shall be sold independently of each other.

~~(4) As set forth in Section 8.124., neither the JADU nor the primary unit shall be rented for periods of less than thirty (30) consecutive days.~~

(~~45~~) The ~~A~~ JADU shall have ~~an exterior entry~~ a separate entrance from the main entrance to the primary dwelling. If the ~~primary unit to serve the~~ JADU does not include a separate bathroom, the JADU shall include an interior entrance to the main living area~~, and must have interior access if the JADU shares sanitary facilities with~~ of the primary unit.

(~~56~~) The interior ~~living area~~ livable space of a JADU shall not be larger than five hundred (500) square feet ~~in size~~.

(~~67~~) The JADU shall include an efficiency kitchen, requiring and limited to the following components:

a. A cooking facility with appliance(s); and

b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the ~~junior accessory dwelling unit.~~ JADU.

(~~78~~) No additional parking is required beyond that required for the primary unit, including when the JADU is converted from an attached garage.

C. One detached ADU, new construction with a proposed or existing single-family dwelling that complies with the following standards:

(1) The lot on which the ADU is located ~~does not contain another ADU, but~~ has a proposed or existing single-family dwelling. The lot may also contain a JADU permitted pursuant to Section 8.124.120~~110~~.B and a fully contained ADU permitted pursuant to Section 8.124.120.A.

~~(2) Front yard setbacks consistent with the applicable zoning district to the extent such setbacks do not preclude development of an ADU.~~

(~~23~~) The side and rear setbacks are at least four feet.

(~~34~~) The total interior ~~floor area~~ livable space is not more than eight hundred (800) square feet.

(~~45~~) The height ~~is sixteen (16) feet or less.~~ does not exceed the limits set forth in 8.124.130 Subdivision E.

D. ~~No more than two~~ Detached ADUs on a lot that has an existing or proposed multifamily building with the following standards:

(1) On a lot with an existing multifamily dwelling, up to eight (8) detached ADUs are permitted, provided that the number of ADUs does not exceed the number of existing units on the lot or on a lot with a proposed multifamily dwelling, no more than two (2) detached ADUs are permitted.

~~(2) Front yard setbacks consistent with the applicable zoning district to the extent such setbacks do not preclude development of an ADU.~~

(~~23~~) The side and rear setbacks are at least four feet.

(~~34~~) The height ~~sixteen (16) feet or less.~~ does not exceed the limits set forth in 8.124.130 subdivision E.

(~~45~~) The ADUs are detached from the multifamily building.

Article 3. ~~Ministerial Review~~ for Standard ADUs

~~8.124.120 Procedures.~~

~~A. This article shall provide for and govern the ministerial review of certain applications for standard ADUs on lots with a primary unit in single-family residential districts, planned development districts that allow single-family residential development, or MOSO or nonMOSO open space districts.~~

~~B. Ministerial Review. Applications for the following types of standard ADUs shall be approved ministerially by the planning director without discretionary review, further design review, or public hearing, pursuant to the procedures of this article:~~

~~(1) No more than one attached or detached ADU per lot that meets the general standards in Section 8.124.080, development standards in Section 8.124.130 and the design standards in Section 8.124.0140.~~

~~C. The applicant shall be required to obtain a building permit prior to the construction of any ADU and shall also meet the requirements set forth in Article 5 of this chapter.~~

~~D. Procedure for Review.~~

~~(1) Within sixty (60) days after receiving an application, the planning director shall approve an application through a ministerial review process and issue an ADU permit if the requirements of Sections 8.124.080, 8.124.130 and 8.124.140, as applicable, have been satisfied for an ADU.~~

~~(2) Unless an administrative adjustment is granted pursuant to Section 8.124.170 which excuses noncompliance which would otherwise require denial of the application, the planning director shall deny an application for an ADU if the requirements of Sections 8.124.080, 8.124.130 and 8.124.140, as applicable, have not been satisfied.~~

~~E. Courtesy Notice. Upon approval of the accessory dwelling unit permit, the planning director shall mail a courtesy notice to all owners of abutting properties, notifying them of the approval. The notice shall state that there is no right of an aggrieved party to appeal the approval.~~

~~F. Right to Appeal. The applicant may appeal the decision of the planning director in accordance with the provisions of Moraga Municipal Code Chapter 8.12, Article 4. The appeal shall be limited to a consideration of whether the objective criteria in Sections 8.124.080, 8.124.130 and 8.124.140 for a standard attached or detached ADU have been met.~~

~~G. Notwithstanding the procedures in Sections 8.124.100(A)—(F) above, an applicant for an attached or detached ADU that does not meet both the development standards of Sections 8.124.130 and the design standards of Section 8.124.140,~~

~~may seek discretionary approval of an ADU in accordance with the alternative procedures set forth in Article 4 of this chapter.~~

8.124.130 Development standards for standard attached and detached ADUs.

The following section applies to standard attached or detached ADUs that do not qualify as a streamlined ADU. An standard attached or detached ADU may be established upon any lot containing an existing or proposed primary unit in in any single-family residentially zoned district, planned development districts that allow single-family residential development, or MOSO or nonMOSO open space districts, if it complies with the following standards, as well as the general standards set forth in Section 8.124.080 and design standards set forth in Section 8.124.140:

A. Except as set forth in Section 8.124.130(C), a portion of an existing primary unit or a pre-existing legally constructed accessory building (or portion thereof) may be incorporated into an attached or detached ADU only if the side and rear setbacks and building separations are sufficient for fire safety.

B. Except as set forth in Section 8.124.130(C), any expansion of or addition to either an existing primary unit or a pre-existing legally constructed accessory building to accommodate an attached ADU or detached ADU shall meet all development standards of the zoning district in which it is located.

C. Notwithstanding any other standard set forth in this Section 8.124.130 no setback shall be required for an existing legally constructed garage that is fully or partially incorporated into an attached or detached ADU.

D. An attached or detached ADU shall have side and rear setbacks of at least four feet. Front yard setback requirements of the zoning district in which the attached or detached ADU is to be located shall apply. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions, including height, as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.

E. The following height limitations shall apply to standard attached or detached ADUs:

(1) Detached ADUs: sixteen (16) feet on a lot with an existing or proposed single-family or multifamily dwelling.

(2) Detached ADUs near transit: eighteen (18) feet on a lot with an existing or proposed single-family or multifamily dwelling that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two (2) feet in height shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

(3) Detached ADUs on multifamily multistory lots: eighteen (18) feet on a lot with an existing or proposed multifamily, multistory dwelling.

(4) Attached ADUs: twenty-five (25) feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower. The ADU shall not exceed two stories.

A skirt wall (if any) shall be included in the maximum height measurement

~~The maximum aggregate building height for a detached ADU, or for an addition constructed to wholly or partially accommodate an attached ADU, shall not exceed nineteen (19) feet in height as measured between the highest point of the building including the roof and the lowest point of the building at natural grade and shall not exceed sixteen (16) feet in building height within ten (10) feet of the property line. A skirt wall (if any) shall be included in the maximum aggregate building height measurement.~~

F. The area within the construction footprint of the attached or detached ADU, including the area required for the unit, associated grading, and outdoor living space, shall not have an average predevelopment slope greater than twenty (20) percent.

G. The cumulative volume of cut and/or fill for construction of the attached or detached ADU, exclusive of areas for building foundations and footings, shall not exceed two hundred (200) cubic yards.

H. The interior living area of an attached or detached ADU shall be at least one hundred fifty (150) square feet and shall not exceed 1,200 square feet. ~~not more than eight hundred fifty (850) square feet for an ADU with one bedroom or less and up to one thousand (1,000) square feet that is more than one bedroom.~~ The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior living area of the primary unit, calculated before the addition of the attached ADU. ~~If the existing gross floor area of the lot exceeds the maximum permitted in the Town of Moraga Design Guidelines, Appendix D, Maximum Floor Area Table prior to establishment of an ADU, or if the development of the ADU will result in the total gross floor area exceeding the maximum permitted in the maximum floor area table, the ADU may have an interior floor area of no more than eight hundred (800) square feet.~~

I. The attached or detached ADU shall have an external access separate from the primary unit, and an attached ADU may also have internal access to the primary unit.

J. No historic tree shall be removed for the purpose of establishing an ADU. Native or orchard trees may be removed to provide for the location of an ADU, with a requirement that one 15-gallon tree of the same genus and species be planted on site per tree removed. The requirement to replant a native or orchard tree may be waived if the planning director determines that there is no appropriate location on site to plant a tree. Trees are defined in Moraga Municipal Code Section 12.12.020.

K. In addition to parking required for the primary unit, one off-street parking space measuring at least nine feet by nineteen (19) feet and not more than seventeen (17) feet by nineteen (19) feet, which may be open or covered, shall be

provided for an attached or detached ADU, subject to the following requirements:

(1) The parking space for the attached or detached ADU shall be located adjacent to the parking spaces for the primary unit, and shall not be accessed by means of a driveway separate from that which accesses required parking spaces for the primary residence, unless such access is specifically authorized by the Moraga Municipal Code. The size of the existing driveway curb cut shall not be increased, and no new driveway curb cut shall be created. The guest parking spaces required by Moraga Municipal Code Section 8.76.100(C) and (D) are not required for an accessory dwelling unit.

(2) The required parking space shall be surfaced with a permeable material that is approved by the planning director, except that a pre-existing nonpermeable driveway, paved parking area or new or existing covered parking space may be used. The required parking space may be located within required setback areas if it is uncovered. When required parking for the attached or detached ADU, other than tandem parking within an existing driveway, is located within a setback area, the planning director may require the parking be screened from off-site views with vegetation not less than thirty-six (36) inches in height above the parking surface.

(3) When a garage, carport, covered parking structure, or ~~covered parking structure~~ uncovered parking space is demolished in conjunction with the construction of a fully contained, attached or detached ADU or converted to an attached or detached ADU, no replacement parking shall be required. ~~for the converted ADU.~~

(4) Notwithstanding any other provisions of this Subsection 8.124.130(K), attached or detached ADUs are exempt from off-street parking space in any of the following circumstances:

a. The attached or detached ADU is located within one-half walking distance of a public transit stop.

b. The attached or detached ADU is located within an architecturally and historically significant historic district.

c. When on-street parking permits are required but not offered to the occupant of the attached or detached ADU.

d. When there is a car share vehicle storage space, at which car shares may be picked up and dropped off, located within one block of the attached or detached ADU.

e. When the permit application for the ADU is submitted with a permit application to create a new single-family or multifamily dwelling on the same lot, provided that the ADU or the parcel satisifies any other applicable parking exemption criteria.

~~e~~f. Nothing in this Section 8.124.130(K~~L~~) shall be construed as requiring parking to be provided for a streamlined ADU.

8.124.140 Design standards for standard attached and detached ADUs.

This section sets forth design standards that must be met for the establishment of standard attached and detached ADUs in addition to the requirement to comply with the general standards set forth in Section 8.124.080 and the development standards set forth in Sections 8.124.130. An attached or detached ADU must meet the following design standards:

A. Exterior colors, ~~materials, architectural~~ and materials of the attached or detached ADU shall match or be consistent in type and quality with those used on the primary unit. Architectural and landscape designs of the attached or detached ADU and its appurtenances (e.g. mailboxes) ~~shall be compatible with those of~~ use the same or similar materials, colors, and design elements as the primary unit.

B. All exterior lighting shall be directed downward and/or inward toward the property.

C. Any new retaining walls necessary for the construction of the attached or detached ADU shall be no higher than three feet. If a fence is located within two feet of a retaining wall the combined retaining wall and fence height shall not exceed six feet. There shall be no more than two new retaining walls located within thirty (30) feet of one another in conjunction with the construction of the attached or detached ADU.

D. Any blank exterior wall proposed as part of the construction of the attached or detached ADU that is without windows and is more than fifteen (15) feet long or one hundred eighty (180) square feet in area, whichever is less, shall have landscaping installed and maintained along the wall which reaches a minimum height of four feet within three years.

E. Windows on any exterior wall proposed as part of the construction of the attached or detached ADU located within thirty (30) feet of a neighboring residence, where the windows would have sight lines to the neighboring residence, shall have a minimum sill height not less than five feet, six inches above the interior finished floor height. This requirement may be waived by the planning director for a window required for egress under the California Building Code.

F. The aggregate area of new deck(s), balcony(ies) or porch(es) for the attached or detached ADU shall not exceed one hundred twenty (120) square feet, and no such feature shall have a depth greater than eight feet. No deck, porch or balcony shall have a height more than twenty-four (24) inches above existing grade, measured to the top of the finished floor or deck surface.

G. Stairways constructed to access an attached or detached ADU with an upper landing floor height of more than six feet from natural grade shall be enclosed, except where all parts of the stairway are located more than thirty (30) feet

from a property line or would not be visible from an adjacent property or public street.

H. The skirt height associated with the construction of the attached or detached ADU shall not exceed four feet.

I. There shall be a minimum of six feet near-level clearance area from any top or bottom of a slope associated with the construction of the attached or detached ADU. The post-development slope of the near-level clearance area shall not exceed five percent. This requirement is also applicable to split-level lots, with the exception of the primary pad split.

Article 4. Procedures and Standards for Review of Accessory Dwelling Units Not Qualifying for Ministerial Review

8.124.150 Purpose.

The purpose of this article is to provide procedures and standards for the review and approval of ADUs that do not meet one or more of the development and/or design standards set forth in Sections 8.124.130 and 8.124.140, respectively. The intent of these procedures is to reasonably allow such units to be established, subject to ~~administrative adjustment or~~ discretionary review, even when they would not qualify for ministerial review and approval pursuant to the requirements of state law, thereby increasing the opportunities for ADUs to be developed in the town.

8.124.160 Applicability.

This article is only applicable to provide alternative processes to the statutory requirements for ministerial review, and to thereby provide for ~~minor administrative adjustments and~~ a system of discretionary review in a manner designed to increase opportunities for ADUs to be developed in the town beyond that which is required by state law. In no event shall this article be interpreted to expand or otherwise amend the requirements for ministerial review set forth in Article 3.

~~**8.124.170 Administrative adjustment.**~~

~~A. Allowable Adjustments. The planning director may approve a minor adjustment to the development or design standards applicable to an application for an attached or detached standard ADU governed by Article 3, to the extent identified in Table 8.124-1. Only a maximum of two of the allowable adjustments may be granted for such an ADU per parcel. A request for more than two adjustments or that exceeds the adjustment limitations identified in Table 8.124-1 may not be reviewed under Article 3, governing ministerial review, and this Section 8.124.170 and shall require an application for a conditional use permit in accordance with Section 8.124.180.~~

~~Table 8.124-1: Allowable Adjustments~~

~~Type of Adjustment Allowed~~	~~Maximum Adjustment~~

1. Height. An increase in the maximum aggregate building height.	Ten percent, or two feet, whichever is greater, provided that such height does not exceed that of the primary unit
2. Parking Space Dimensions. A decrease in the minimum dimensions of a required parking space.	Reduction to not less than eight feet by eighteen (18) feet
3. New deck(s), balcony(ies) or porches: Increase in aggregate area.	Twenty-five (25) percent increase
4. The nature of the material used for the parking spaces required under Section 8.124.060(B)(13)(b)	A non-permeable surface may be allowed if the applicant presents site-specific civil and geotechnical evidence, satisfactory to the planning director and town engineer, that the use of a permeable material for the required parking space on the lot would be inappropriate.

B. Application. An application for an administrative adjustment shall be made to the planning department pursuant to the procedures set forth in Chapter 8.12.

C. Findings and Decision. The planning director shall, after notice and hearing in accordance with the procedures set forth in Government Code Section 65905, approve, approve with conditions or deny an adjustment application. The director may approve an adjustment application, with or without conditions, only after the following findings are made:

(1) The adjustment would allow for an ADU of superior design, livability or quality than could be constructed without the adjustment.

(2) The ADU will not adversely affect the privacy, light, air or views of neighboring properties.

(3) The adjustment will not be detrimental to the public health, safety and welfare.

(4) The ADU complies with the other applicable standards set forth in Sections 8.124.130 and 8.124.140.

D. Appeal. The decision of the planning director may be appealed, in accordance with the procedures set forth in Chapter 8.12.

8.124.170~~180~~ Conditional use permit procedures.

A proposed attached or detached ADU that an applicant seeks to establish that does not comply with the development standards set forth in Section 8.124.130 may be allowed subject to a conditional use permit. The applicant shall be required to obtain a building permit prior to the construction of any attached or detached ADU for which a conditional use permit is required, and shall also meet the requirements set forth in Article 5 of this chapter. Design review for such attached or detached ADUs may also be required pursuant to Section 8.124.180~~190~~. An application for a conditional use permit (CUP) for an ADU subject to this Article 4 shall be processed in accordance with Chapter 8.12 of the Moraga Municipal Code, except as expressly set forth in this Section 8.124.170~~180~~ and Section 8.124.180~~190~~. In addition to the required findings set forth in Section 8.12.120, the following supplemental findings shall also be made prior to the issuance of a CUP for an attached or detached ADU:

A. ~~There shall be no more than one ADU or JADU per lot.~~ The number of ADUs and JADUs on the lot shall not exceed the number allowed under Sections 8.124.120~~110~~ and 8.124.140~~120~~, as applicable.

B. The area within the development footprint of the proposed ADU, including the area required for the unit, associated grading, and outdoor living space, will not have an average predevelopment slope greater than twenty (20) percent.

C. The interior livable space of an attached or detached ADU shall be at least one hundred fifty (150) square feet and shall not exceed 1,200 square feet. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior livable space of the primary unit, calculated before the addition of the attached ADU. ~~The interior living area of an attached or detached ADU shall be at least one hundred fifty (150) square feet and not more than eight hundred fifty (850) square feet for an ADU with one bedroom or less and up to one thousand (1,000) square feet that is more than one bedroom.~~

D. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior ~~living area~~ livable space of the existing primary unit, calculated before the addition of the attached ADU, except that the foregoing limitation shall not restrict an attached ADU to less than eight hundred (800) square feet of interior livable space.

E. The ADU will comply with all of the required setbacks of the applicable zoning district.

F. The owner of the property upon which the ADU is located will occupy either the primary unit or the ADU, unless the applicant establishes by substantial evidence to the satisfaction of the planning director that strict application of the requirement on a temporary basis would constitute a hardship warranting an exemption to this requirement.

G. At least one dedicated off-street parking space for the ADU, which may be covered, uncovered, or provided as tandem parking, will be provided, except that no off-street parking space is required when one of the circumstances described in Section 8.124.130(L)(4) would apply,

H. The ADU complies to the extent practicable with the standards set forth in Sections 8.124.130 and 8.124.140.

I. Provisions have been made for a deed restriction as provided in Article 5 of this chapter to be recorded against the property.

8.124.180~~190~~ Design review procedures.

An attached or detached ADU that does not comply with the design standards set forth in Section 8.124.140 shall be reviewed pursuant to the procedures, and approved or denied pursuant to the standards, set forth in Moraga Municipal Code Chapter 8.72, the planning commission shall be the review body for design review approval following the procedure for review specified in Section 8.72.030(D) or Section 8.72.090, as applicable.

Article 5. Deed Restriction

8.124.190~~200~~ Applicability.

The requirements of this Article 5 shall apply to ~~the following~~ JADUs only:

A. ~~Streamlined ADUs and~~ JADUs approved under Article 2~~;~~.

~~B. A detached or attached ADU approved under Article 3;~~

~~C. An ADU approved under Article 4.~~

8.124.200~~210~~ Requirements.

Prior to the issuance of a building permit for ~~any ADU or a~~ JADU, the property owner shall record in the office of the Contra Costa County Recorder a deed restriction setting forth the following requirements, in a form satisfactory to the planning director and the town attorney:

A. The primary unit and the ~~ADU or~~ JADU, ~~as applicable,~~ established on the same lot may not be sold independently of each other.~~, and the lot may not be subdivided so as to create separate legal lots for the primary unit and the ADU or JADU.~~

B. ~~An owner of a lot upon which~~ If the ~~ADU or~~ JADU ~~is located, that is accessory to a single-family residence, may be subject to the owner occupancy requirements as set forth below. a principal residence either the primary unit or the ADU or JADU, unless the applicant establishes by substantial evidence to the satisfaction of the planning director that strict application of the requirement on a temporary basis would constitute a hardship warranting an exemption to this requirement.~~ shares sanitation facilities with the primary structure, the owner of the property shall reside in either the primary residence or the JADU as the owner's principal residence. If the JADU has separate sanitation facilities, no owner-occupancy is required. The owner-occupancy requirement shall not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

~~(1) All ADUs approved before January 1, 2020, are subject to the owner-occupancy requirements or restrictions that were in place when the ADU was approved.~~

~~(2) An ADU that is approved after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.~~

~~(3) All ADUs that are approved on or after January 1, 2025, are subject to an owner-occupancy requirement under Section 8.124.210(B). A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.~~

~~(4) All JADUs are subject to an owner-occupancy requirement under Section 8.124.210(B). A natural person with legal or equitable title to the property must reside on the property, in either the primary residence or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.~~

~~C. No ADU or JADU, as applicable, or primary unit on a lot that contains an ADU or JADU shall be rented to the same party for fewer than thirty (30) consecutive days at a time.~~

~~C~~D. The ~~restrictions described in this Section 8.124.210 shall be binding upon any successor in ownership of the property and lack of compliance may result in legal action against the property owner.~~ size and attributes of the JADU shall conform with the requirements of this chapter and state law.

~~D~~E. The ~~town shall have the right at any time to request and have the owner provide such information deemed necessary by the town to confirm compliance with these restrictions.~~ restrictions described in this Section 8.124.200 shall be binding upon any successor in ownership of the property and lack of compliance may result in legal action against the property owner.

TOWN OF MORAGA

PLANNING COMMISSION

RESOLUTION NO. 04-2026

Recommending that the Town Council Adopt Amendments to Chapter 8.124, Accessory Dwelling Units, of Title 8 (Planning and Zoning) of the Moraga Municipal Code (MMC)

WHEREAS, in February 2026, the Town received a technical assistance letter in from the California Department of Housing and Community Development (HCD) identifying changes to State Accessory Dwelling Unit (ADU) Laws that have occurred since the Town's last ADU ordinance update in 2021. and

WHEREAS, the HCD letter stated that pursuant to California Government Code Section 66316, if a local agency's ADU ordinance does not comply with State ADU Law, the ordinance is null and void, and the local agency must apply the standards established under State ADU Law until a compliant ordinance is adopted; and

WHEREAS, Town staff determined that the current Moraga Municipal Code (MMC) Chapter 8.124, Accessory Dwelling Units, was not in compliance with State ADU Law, and to comply with the HCD technical assistance letter, has prepared a draft Ordinance amending MMC Chapter 8.124 to bring the code into compliance with State ADU Law; and

WHEREAS, the Town of Moraga 2040 General Plan and 2023–2031 Housing Element include policies and programs that support the creation of affordable housing, and a diverse range of housing types, and implementation actions, including amending the Town's accessory dwelling unit regulations to ensure ministerial approval procedures are consistent with State law, and facilitating ADU production, compliance, and tracking throughout the Town; and

WHEREAS, required public notices for the Planning Commission hearing on the proposed zoning code amendments were provided in the East Bay Times on May 13, 2026 in compliance with Government Code Section 65854; and

WHEREAS, on June 2, 2026, the Planning Commission held a duly noticed public hearing to consider the proposed municipal code amendments related to ADUs, received the staff report and staff presentation, received comments from the public and interested parties, and discussed the matter; and

NOW THEREFORE BE IT RESOLVED by the Planning Commission of the Town of Moraga that:

SECTION 1. Pursuant to the California Environmental Quality Act (CEQA), the ADU ordinance amendment is exempt from the provisions of CEQA (Public Resources Code Section 21000, et seq.), pursuant to Public Resources Code Section 21080.17 and CEQA Guidelines Section 15282(h), which exempts the adoption of local ordinance for ADUs and Junior Accessory Dwelling Units (JADUs).

SECTION 2. Pursuant to Moraga Municipal Code Section 8.12.100, the Planning Commission hereby makes the following findings:

(a) The proposed Amendments to the Municipal Code are consistent with the objectives, policies, general land uses, and programs specified in the General Plan. The proposed code amendments will maintain the Town's local development standard in compliance with State ADU Law and support the development of a diverse range of housing types within Moraga. They also implement General Plan policies that allow for the ministerial approval of ADUs and JADUs. In addition, the Housing Element includes programs and actions aimed at streamlining ADU approvals, and compliance with State ADU Law further advances those objectives.

(b) In the case of a general land use regulation, the change proposed is compatible with the uses authorized in, and the regulations prescribed for, the land use district for which it is proposed. The proposed ordinance would maintain the Town's local development standards for ADUs and JADUs in compliance with State ADU Law, providing a streamlined permitting process and procedures for the development of ADUs, which are permitted accessory residential uses in all zoning districts that allow residential development.

(c) A community need is demonstrated for the proposed change. The municipal code amendments would allow the Town to continue enforcing local development standards in compliance with State ADU Law facilitating the production of housing, which is urgently needed at the local and regional levels. ADUs can provide lower-cost housing opportunities for extended family members, young adults, students, seniors, caregivers, and other small households, while also providing an additional source of income for property owners.

(d) Its adoption will be in conformity with public convenience, general welfare and good zoning practice. Adoption of the proposed amendments will promote public convenience and general welfare, allowing the Town to continue enforcing local development standards in compliance with State ADU Law. State Law requires a ministerial approval process for streamlined ADUs and JADUs, with specified objective standards, and local standards provided in this ordinance. Additionally, updating the municipal code to align with General Plan policies, Housing Element programs, and current State ADU Law represents sound planning and zoning practice.

SECTION 3: The Planning Commission hereby recommends that the Town Council of the Town of Moraga adopt the Ordinance shown in Exhibit "A," which is included by

reference as part of this Resolution and which may be further amended by staff to incorporate minor clarifications and formatting changes.

PASSED AND ADOPTED by the Planning Commission of the Town of Moraga at a regular meeting held on June 2, 2026, by the following vote:

Ayes:	Commissioners Moore, Polsky, Weber and Helber
Noes:	Chair Mapel and Commissioner Rane
Abstain:	
Absent:	Vice Chair Bode
Recused:	

Signed by:
Alexis Mapel
9572C9438445485...
Alexis Mapel, Chair

Signed by:
Sonia Urzua
3385A86145CA4A2...
Attest: Sonia Urzua, Planning Director

EXHIBIT A: DRAFT ORDINANCE FOR TOWN COUNCIL CONSIDERATION

CHAPTER 8.124 ACCESSORY DWELLING UNITS

Article 1. General Provisions

8.124.010 Purpose.

This chapter provides for the creation of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in the town as required by state law, and in accordance with the Town's General Plan and Housing Element as a means to provide a variety of housing types to meet the town's projected housing needs. This chapter provides for the ministerial approval of ADUs and JADUs in areas zoned to allow residential uses. The Town encourages ministerial review of ADUs and JADUs when possible. This Ordinance also provides procedures and standards for review of accessory dwelling units that do not meet the ministerial requirements as set forth herein that are intended to increase opportunities for ADUs to be developed within the Town.

8.124.020 Definitions.

"Accessory dwelling unit," or "ADU," means a residential dwelling unit attached or detached from a primary unit, or entirely enclosed within an existing building, which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel where an existing or proposed primary unit is situated. An accessory dwelling unit also includes the following:

A. An efficiency unit, as defined in Section 17958.1 of the California Health and Safety Code.

B. A manufactured home, as defined in Section 18007 of the California Health and Safety Code.

"Adjacent to the parking spaces for the primary unit" means within fifteen (15) feet of the nearest edge of the parking structure (garage or carport) including any storage areas within the parking structure; or within fifteen (15) feet of a legal, uncovered parking space for the primary unit.

"Attached ADU" means an ADU that does not qualify as a fully contained ADU and that is located at least partially within a newly constructed expansion of, or addition to, an existing primary unit.

"Detached ADU" means an ADU that does not qualify as a fully contained ADU and that is located at least partially within new construction that is part of a physical structure which is detached from the primary unit. More specifically, a detached ADU is located within a newly and legally constructed separate accessory building, or a newly constructed expansion of, or addition to, a pre-existing legally constructed separate accessory building.

"Primary unit" or "primary residence" means a single-family or multifamily residential dwelling unit that either exists on or is proposed for a lot zoned for any residential or mixed-use zone, either through a permitted use or a conditional use, and is constructed prior to or concurrently to the ADU or JADU.

"Fully contained ADU" means an ADU which is established entirely within the pre-existing building envelope of either (i) a primary unit, a multifamily building, or (ii) any other pre-existing, legally constructed building located upon any lot containing a primary unit.

"Interior livable space" means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

"Junior accessory dwelling unit," or "JADU," means a residential dwelling unit that provides independent and permanent living facilities for one or more persons (including provisions for living, sleeping, and eating), is no more than five hundred (500) square feet of interior livable space, and is contained entirely within the building envelope of an existing or proposed primary unit. A junior accessory dwelling unit shall include either separate sanitation facilities, or sanitation facilities shared with the primary unit. If the JADU shares sanitation facilities with the primary structure, the property owner shall reside onsite in either the primary residence or the JADU. If the JADU has separate sanitation facilities, no owner-occupancy is required. The owner-occupancy requirement shall not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

"Multifamily building" for purposes of this Chapter 8.124 means a structure with two or more attached dwelling units on one lot.

"Outdoor living areas" means an area on the exterior of an ADU that is designed for human use or habitation including, but not limited to, a patio, deck, balcony or yard that can accommodate appurtenances including, but not limited to, a barbecue pit, an outdoor dining table, a hammock, a lounge chair, a bench or a spa.

"Passageway" means a pathway that is unobstructed clear to the sky and extends from the street to one entrance of an ADU.

"Standard ADU" means an ADU applied for under Article 3 below

"Streamlined ADU" or "JADU" means an ADU or "JADU" applied for under Article 2 below.

"Business day" means any day that Moraga Town Hall is open for business to the public.

8.124.030 Subdivision.

The primary unit and an ADU or JADU, as applicable, may not be sold separately from each other and no subdivision of land or air rights is authorized by this chapter.

8.124.040 Permit required.

No person shall develop, construct, cause to be rented, or occupy an ADU or JADU on any lot within the town unless a permit is obtained pursuant to the procedures and standards set forth in this chapter.

8.124.050 Density and use.

To the extent required by state law, an ADU or JADU built in conformance with this chapter does not count towards the allowed density for the lot upon which the ADU or JADU is located and is a residential use that is consistent with the general plan and zoning ordinance.

8.124.060 ADUs authorized as part of new construction.

Notwithstanding any other provision of this chapter, the town may authorize the construction of fully contained, and attached and detached ADUs as an accessory use to a single-family dwelling in conjunction with the approval of, or an amendment to, any of the following:

A. Design review approval of a new single-family dwelling.

B. A residential subdivision pursuant to the Moraga Subdivision Ordinance and Subdivision Map Act;

C. A planned development pursuant to Chapter 8.48; and

D. A conditional use permit, including, but not limited to, a conditional use permit for a single-family dwelling or dwellings within the MOSO open space district, provided that an application for a conditional use permit, or the amendment thereof, to permit the establishment of an ADU shall be processed as set forth in Section 8.124.170.

8.124.070 Impact fees.

All ADUs and JADUs shall be subject to any applicable impact fees adopted by the town, except as provided below.

A. No impact fee is required for an ADU that has seven hundred fifty (750) square feet of interior livable space or less, or a JADU that has five hundred (500) square feet of interior livable space or less.

B. Any impact fee that is required for an ADU that has more than seven hundred fifty (750) square feet of interior livable space must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the interior livable space of the ADU divided by the interior livable space of the primary dwelling unit, multiplied by the fee amount charged for a new dwelling.)

For purposes of this section, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of California Government Code Section 66000, except that it also includes fees specified in California Government Code Section 66477. “Impact fee”

does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

8.124.080 General requirements.

The following general requirements apply to all ADUs and JADUs.

A. No ADU or JADU is required to provide fire sprinklers if they are not required for the primary residence. The construction of an ADU or JADU shall not trigger a requirement for fire sprinklers to be installed in the existing primary dwelling or existing multifamily dwelling.

B. No passageway shall be required in conjunction with construction of an ADU unless mandated by the Americans with Disabilities Act or other state or federal safety code standard.

C. If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last ten years.

D. Prior to issuance of a building permit for a JADU, a deed restriction shall be recorded against the title of the property as required in Article 5 of this chapter. No deed restriction shall be required for an ADU.

E. When an ADU is approved concurrently with a proposed primary unit, final occupancy of the ADU shall not be issued before final occupancy of the primary unit.

F. Rental Terms. No ADU or JADU shall be rented for a term of thirty (30) consecutive days or less.

8.124.090 Procedures

A. This section shall provide for and govern the ministerial review of applications for streamlined ADUs and JADUs under Article 2 and standard ADUs under Article 3.

B. Applications for streamlined ADUs and JADUs, and standard ADUs under this article shall be approved ministerially by the Planning Director without discretionary review, further design review, or public hearing, pursuant to the procedures set forth in this article.

C. No more than one standard attached or detached ADU shall be permitted per lot and must meet the general requirements in Section 8.124.080, the development standards in Section 8.124.130, the design standards in Section 8.124.140.

D. Procedure for Review.

(1) Within fifteen (15) business days after receiving an application, the planning director or designee shall determine whether the application is complete and provide written notice of the determination to the applicant. If the application is determined to be incomplete, the planning director shall provide the applicant with a list of incomplete items and a description of how the application can be

made complete. If the planning director does not make a timely determination within fifteen (15) business days, the application shall be deemed complete.

(2) Within sixty (60) calendar days after receiving a completed application, the planning director shall approve or deny an application through a ministerial review process and issue an ADU permit if the requirements of either Sections 8.124.080, 8.124.120, 8.124.130 and 8.124.140, as applicable, have been satisfied. If the planning director has not approved or denied the completed application within sixty (60) days, the application shall be deemed approved. If the planning director denies the application, the planning director shall return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied. The planning director shall deny an application for an ADU if the applicable requirements have not been satisfied.

E. Courtesy Notice. Upon approval of the accessory dwelling unit permit, the planning director shall mail a courtesy notice to all owners of abutting properties, notifying them of the approval. The notice shall state that there is no right of an aggrieved party to appeal the approval.

F. Right to Appeal. If a permit application is determined to be incomplete or is denied, the applicant may appeal that decision in writing to the planning commission, as applicable, in accordance with the provisions of Moraga Municipal Code Chapter 8.12, Article 4. The town shall provide a final written determination not later than sixty (60) business days after receipt of the applicant's written appeal.

G. Notwithstanding the procedures in Sections 8.124.080(A)—(F) above, an applicant for an attached or detached ADU that does not meet both the development standards of Sections 8.124.130 and the design standards of Section 8.124.140, may seek discretionary approval of an ADU in accordance with the alternative procedures set forth in Article 4 of this chapter.

8.124.100 Exemption for hillside development permit.

ADUs qualifying for ministerial approval under Articles 2 and 3 of this Chapter that are proposed on any hillside lot or area are exempt from the hillside development permit requirements described in Chapter 8.136. Non-ministerial ADUs allowed under Article 4 of this chapter, grading in addition to that necessary for excavation of the footprint of the ADU, or other attached or detached buildings or structures proposed as part of an ADU are not exempt from the hillside development permit process when applicable.

8.124.110 Unpermitted ADUs and JADUs constructed before January 1, 2020.

The town shall not deny a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations or because the ADU or JADU does not comply with state ADU law or a local ordinance, unless the town makes a finding that correcting the violation is necessary to protect the health and safety of the public or occupants of the structure, or the building is deemed substandard pursuant to Section 17920.3 of the Health and Safety Code.

Article 2. Streamlined ADUs and JADUs

8.124.120 Development standards for streamlined ADUs and JADUs.

Pursuant to California Government Code Section 66323, the town shall ministerially approve an application for a building permit within a residential or mixed-use zone to create any of following types of ADUs and JADUs, or any combination thereof ("Streamlined ADUs and JADUs"), that comply with the general requirements of Section 8.124.080 and the applicable standards described in subsections A through D.

A. Fully contained ADU. This subsection applies to ADUs created by converting existing space, as applicable below, whether within a single-family dwelling, accessory structure, or multifamily building.

(1) Conversion of an existing structure. One fully contained ADU may be established entirely within the building envelope of the primary unit or another pre-existing, legally constructed accessory building located on any lot, if it complies with the following standards:

a. The fully contained ADU shall have an exterior access independent from that of the primary unit. An addition of up to one hundred fifty (150) square feet is permitted if the expansion is limited to accommodating ingress and egress, with setbacks sufficient for fire and safety. For any fully contained ADU located on a second floor, any stairway, whether enclosed or open, needed to access that second floor ADU must be established entirely within the pre-existing building envelope of the primary unit or pre-existing, legally constructed, building within which the ADU is contained, or may be enclosed within an addition that does not exceed one hundred fifty (150) square feet.

b. A pre-existing legally constructed accessory building may be fully or partially converted into a fully contained ADU and no setback shall be required for a pre-existing legally constructed accessory building that is converted (or partially converted) to a fully contained ADU.

(2) Conversion of non-livable space in a multifamily building. Multiple ADUs within portions of existing multifamily dwelling buildings that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each fully contained converted ADU complies with state building standards for dwellings. At least one fully contained converted ADU is allowed within an existing multifamily building or mixed-use building with existing dwelling units, and multiple fully contained converted ADUs shall be permitted up to twenty-five (25) percent of the number of existing multifamily dwelling units.

B. A JADU complying with the following standards:

(1) One JADU is allowed on a lot containing an existing single-family dwelling.

(2) The owner of a parcel proposed for a JADU shall occupy as a principal residence either the primary unit or the JADU if sanitation facilities are shared.

(3) As set forth in Section 8.124.200, neither the JADU nor the primary unit shall be sold independently of each other.

(4) The JADU shall have a separate entrance from the main entrance to the primary dwelling. If the JADU does not include a separate bathroom, the JADU shall include an interior entrance to the main living area of the primary unit.

(5) The interior livable space of a JADU shall not be larger than five hundred (500) square feet.

(6) The JADU shall include an efficiency kitchen, requiring and limited to the following components:

a. A cooking facility with appliance(s); and

b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

(7) No additional parking is required beyond that required for the primary unit, including when the JADU is converted from an attached garage.

C. One detached ADU, new construction with a proposed or existing single-family dwelling that complies with the following standards:

(1) The lot on which the ADU is located has a proposed or existing single-family dwelling. The lot may also contain a JADU permitted pursuant to Section 8.124.120.B and a fully contained ADU permitted pursuant to Section 8.124.120.A.

(2) The side and rear setbacks are at least four feet.

(3) The total interior livable space is not more than eight hundred (800) square feet.

(4) The height does not exceed the limits set forth in 8.124.130 subdivision E.

D. Detached ADUs on a lot that has an existing or proposed multifamily building, with the following standards:

(1) On a lot with an existing multifamily dwelling, up to eight (8) detached ADUs are permitted, provided that the number of ADUs does not exceed the number of existing units on the lot or on a lot with a proposed multifamily dwelling, no more than two (2) detached ADUs are permitted.

(2) The side and rear setbacks are at least four feet.

(3) The height does not exceed the limits set forth in 8.124.130 subdivision E.

(4) The ADUs are detached from the multifamily building.

Article 3. Standard ADUs

8.124.130 Development standards for standard attached and detached ADUs.

The following section applies to standard attached or detached ADUs that do not qualify as a streamlined ADU. An standard attached or detached ADU may be established upon any lot containing an existing or proposed primary unit in in any single-family residentially zoned district, planned development districts that allow single-family residential development, or MOSO or non-MOSO open space districts, if it complies with the following standards, as well as the general standards set forth in Section 8.124.080 and design standards set forth in Section 8.124.140:

A. Except as set forth in Section 8.124.130(C), a portion of an existing primary unit or a pre-existing legally constructed accessory building (or portion thereof) may be incorporated into an attached or detached ADU only if the side and rear setbacks and building separations are sufficient for fire safety.

B. Except as set forth in Section 8.124.130(C), any expansion of or addition to either an existing primary unit or a pre-existing legally constructed accessory building to accommodate an attached ADU or detached ADU shall meet all development standards of the zoning district in which it is located.

C. Notwithstanding any other standard set forth in this Section 8.124.130 no setback shall be required for an existing legally constructed garage that is fully or partially incorporated into an attached or detached ADU.

D. An attached or detached ADU shall have side and rear setbacks of at least four feet. Front yard setback requirements of the zoning district in which the attached or detached ADU is to be located shall apply. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions, including height, as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.

E. The following height limitations shall apply to standard attached or detached ADUs:

(1) Detached ADUs: sixteen (16) feet on a lot with an existing or proposed single-family or multifamily dwelling.

(2) Detached ADUs near transit: eighteen (18) feet on a lot with an existing or proposed single-family or multifamily dwelling that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two (2) feet in height shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

(3) Detached ADUs on multifamily multistory lots: eighteen (18) feet on a lot with an existing or proposed multifamily, multistory dwelling.

(4) Attached ADUs: twenty-five (25) feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower. The ADU shall not exceed two stories.

A skirt wall (if any) shall be included in the maximum height measurement

F. The area within the construction footprint of the attached or detached ADU, including the area required for the unit, associated grading, and outdoor living space, shall not have an average predevelopment slope greater than twenty (20) percent.

G. The cumulative volume of cut and/or fill for construction of the attached or detached ADU, exclusive of areas for building foundations and footings, shall not exceed two hundred (200) cubic yards.

H. The interior living area of an attached or detached ADU shall be at least one hundred fifty (150) square feet and shall not exceed 1,200 square feet. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior living area of the primary unit, calculated before the addition of the attached ADU.

I. The attached or detached ADU shall have an external access separate from the primary unit, and an attached ADU may also have internal access to the primary unit.

J. No historic tree shall be removed for the purpose of establishing an ADU. Native or orchard trees may be removed to provide for the location of an ADU, with a requirement that one 15-gallon tree of the same genus and species be planted on site per tree removed. The requirement to replant a native or orchard tree may be waived if the planning director determines that there is no appropriate location on site to plant a tree. Trees are defined in Moraga Municipal Code Section 12.12.020.

K. In addition to parking required for the primary unit, one off-street parking space measuring at least nine feet by nineteen (19) feet and not more than seventeen (17) feet by nineteen (19) feet, which may be open or covered, shall be provided for an attached or detached ADU, subject to the following requirements:

(1) The parking space for the attached or detached ADU shall be located adjacent to the parking spaces for the primary unit, and shall not be accessed by means of a driveway separate from that which accesses required parking spaces for the primary residence, unless such access is specifically authorized by the Moraga Municipal Code. The size of the existing driveway curb cut shall not be increased, and no new driveway curb cut shall be created. The guest parking spaces required by Moraga Municipal Code Section 8.76.100(C) and (D) are not required for an accessory dwelling unit.

(2) The required parking space shall be surfaced with a permeable material that is approved by the planning director, except that a pre-existing nonpermeable driveway, paved parking area or new or existing covered

parking space may be used. The required parking space may be located within required setback areas if it is uncovered. When required parking for the attached or detached ADU, other than tandem parking within an existing driveway, is located within a setback area, the planning director may require the parking be screened from off-site views with vegetation not less than thirty-six (36) inches in height above the parking surface.

(3) When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of a fully contained, attached or detached ADU or converted to an attached or detached ADU, no replacement parking shall be required.

(4) Notwithstanding any other provisions of this Subsection 8.124.130(K), attached or detached ADUs are exempt from off-street parking space in any of the following circumstances:

a. The attached or detached ADU is located within one-half walking distance of a public transit stop.

b. The attached or detached ADU is located within an architecturally and historically significant historic district.

c. When on-street parking permits are required but not offered to the occupant of the attached or detached ADU.

d. When there is a car share vehicle storage space, at which car shares may be picked up and dropped off, located within one block of the attached or detached ADU.

e. When the permit application for the ADU is submitted with a permit application to create a new single-family or multifamily dwelling on the same lot, provided that the ADU or the parcel satisfies any other applicable parking exemption criteria.

f. Nothing in this Section 8.124.130(K) shall be construed as requiring parking to be provided for a streamlined ADU.

8.124.140 Design standards for standard attached and detached ADUs.

This section sets forth design standards that must be met for the establishment of standard attached and detached ADUs in addition to the requirement to comply with the general standards set forth in Section 8.124.080 and the development standards set forth in Sections 8.124.130. An attached or detached ADU must meet the following design standards:

A. Exterior colors and materials of the attached or detached ADU shall match or be consistent in type and quality with those used on the primary unit. Architectural and landscape designs of the attached or detached ADU and its appurtenances (e.g. mailboxes) shall use the same or similar materials, colors, and design elements as the primary unit.

B. All exterior lighting shall be directed downward and/or inward toward the property.

C. Any new retaining walls necessary for the construction of the attached or detached ADU shall be no higher than three feet. If a fence is located within two feet of a retaining wall the combined retaining wall and fence height shall not exceed six feet. There shall be no more than two new retaining walls located within thirty (30) feet of one another in conjunction with the construction of the attached or detached ADU.

D. Any blank exterior wall proposed as part of the construction of the attached or detached ADU that is without windows and is more than fifteen (15) feet long or one hundred eighty (180) square feet in area, whichever is less, shall have landscaping installed and maintained along the wall which reaches a minimum height of four feet within three years.

E. Windows on any exterior wall proposed as part of the construction of the attached or detached ADU located within thirty (30) feet of a neighboring residence, where the windows would have sight lines to the neighboring residence, shall have a minimum sill height not less than five feet, six inches above the interior finished floor height. This requirement may be waived by the planning director for a window required for egress under the California Building Code.

F. The aggregate area of new deck(s), balcony(ies) or porch(es) for the attached or detached ADU shall not exceed one hundred twenty (120) square feet, and no such feature shall have a depth greater than eight feet. No deck, porch or balcony shall have a height more than twenty-four (24) inches above existing grade, measured to the top of the finished floor or deck surface.

G. Stairways constructed to access an attached or detached ADU with an upper landing floor height of more than six feet from natural grade shall be enclosed, except where all parts of the stairway are located more than thirty (30) feet from a property line or would not be visible from an adjacent property or public street.

H. The skirt height associated with the construction of the attached or detached ADU shall not exceed four feet.

I. There shall be a minimum of six feet near-level clearance area from any top or bottom of a slope associated with the construction of the attached or detached ADU. The post-development slope of the near-level clearance area shall not exceed five percent. This requirement is also applicable to split-level lots, with the exception of the primary pad split.

Article 4. Procedures and Standards for Review of Accessory Dwelling Units Not Qualifying for Ministerial Review

8.124.150 Purpose.

The purpose of this article is to provide procedures and standards for the review and approval of ADUs that do not meet one or more of the development and/or design standards set forth in Sections 8.124.130 and 8.124.140, respectively. The intent of these procedures is to reasonably allow such units to be established, subject to discretionary review, even when they would not qualify for ministerial review and approval pursuant to the requirements of state law, thereby increasing the opportunities for ADUs to be developed in the town.

8.124.160 Applicability.

This article is only applicable to provide alternative processes to the statutory requirements for ministerial review, and to thereby provide for a system of discretionary review in a manner designed to increase opportunities for ADUs to be developed in the town beyond that which is required by state law. In no event shall this article be interpreted to expand or otherwise amend the requirements for ministerial review set forth in Article 3.

8.124.170 Conditional use permit procedures.

A proposed attached or detached ADU that an applicant seeks to establish that does not comply with the development standards set forth in Section 8.124.130 may be allowed subject to a conditional use permit. The applicant shall be required to obtain a building permit prior to the construction of any attached or detached ADU for which a conditional use permit is required, and shall also meet the requirements set forth in Article 5 of this chapter. Design review for such attached or detached ADUs may also be required pursuant to Section 8.124.180. An application for a conditional use permit (CUP) for an ADU subject to this Article 4 shall be processed in accordance with Chapter 8.12 of the Moraga Municipal Code, except as expressly set forth in this Section 8.124.170 and Section 8.124.180. In addition to the required findings set forth in Section 8.12.120, the following supplemental findings shall also be made prior to the issuance of a CUP for an attached or detached ADU:

A. The number of ADUs and JADUs on the lot shall not exceed the number allowed under Sections 8.124.120 and 8.124.140, as applicable.

B. The area within the development footprint of the proposed ADU, including the area required for the unit, associated grading, and outdoor living space, will not have an average predevelopment slope greater than twenty (20) percent.

C. The interior livable space of an attached or detached ADU shall be at least one hundred fifty (150) square feet and shall not exceed 1,200 square feet. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior livable space of the primary unit, calculated before the addition of the attached ADU.

D. The square footage of an attached ADU shall not exceed fifty (50) percent of the pre-existing interior livable space of the existing primary unit, calculated before the addition of the attached ADU, except that the foregoing limitation shall not restrict an attached ADU to less than eight hundred (800) square feet of interior livable space.

E. The ADU will comply with all of the required setbacks of the applicable zoning district.

F. The owner of the property upon which the ADU is located will occupy either the primary unit or the ADU, unless the applicant establishes by substantial evidence to the satisfaction of the planning director that strict application of the requirement on a temporary basis would constitute a hardship warranting an exemption to this requirement.

G. At least one dedicated off-street parking space for the ADU, which may be covered, uncovered, or provided as tandem parking, will be provided, except that no off-street parking space is required when one of the circumstances described in Section 8.124.130(K)(4) would apply,

H. The ADU complies to the extent practicable with the standards set forth in Sections 8.124.130 and 8.124.140.

I. Provisions have been made for a deed restriction as provided in Article 5 of this chapter to be recorded against the property.

8.124.180 Design review procedures.

An attached or detached ADU that does not comply with the design standards set forth in Section 8.124.140 shall be reviewed pursuant to the procedures, and approved or denied pursuant to the standards, set forth in Moraga Municipal Code Chapter 8.72, the planning commission shall be the review body for design review approval following the procedure for review specified in Section 8.72.030(D) or Section 8.72.090, as applicable.

Article 5. Deed Restriction

8.124.190 Applicability.

The requirements of this Article 5 shall apply to JADUs only:

A. JADUs approved under Article 2.

8.124.200 Requirements.

Prior to the issuance of a building permit for a JADU, the property owner shall record in the office of the Contra Costa County Recorder a deed restriction setting forth the following requirements, in a form satisfactory to the planning director and the town attorney:

A. The primary unit and the JADU established on the same lot may not be sold independently of each other.

B. If the JADU shares sanitation facilities with the primary structure, the owner of the property shall reside in either the primary residence or the JADU as the owner's principal residence. If the JADU has separate sanitation facilities, no owner-occupancy is required. The owner-occupancy requirement shall not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.

C. The size and attributes of the JADU shall conform with the requirements of this chapter and state law.

D. The restrictions described in this Section 8.124.200 shall be binding upon any successor in ownership of the property and lack of compliance may result in legal action against the property owner.

Jun 2, 2026

Town of Moraga
329 Rheem Blvd
Moraga, CA 94556

By email: planning@moraga.ca.us

Cc: smitnick@moraga.ca.us; townclerk@moraga.ca.us; mkenyon@bwslaw.com

Re: Proposed Amendments to the Town's ADU Ordinance

Dear Moraga Planning Commission,

The California Housing Defense Fund (CalHDF) submits this letter as a public comment regarding item 6a for the Planning Commission meeting of June 2, 2026, an amendment to the Town code sections governing the construction of accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs).

There are areas where the proposed ADU ordinance violates state law, and the Town must address these issues prior to passing the ordinance.

Background

The law gives local governments authority to enact zoning ordinances that implement a variety of development standards on ADUs. (Gov. Code, § 66314.) The standards in these local ordinances are limited by state law so as not to overly restrict ADU development. (See *id.)* Separately from local ADU ordinances, Government Code section 66323 establishes a narrower set of ADU types that local governments have a ministerial duty to approve. "Notwithstanding Sections 66314 to 66322 ... a local agency shall ministerially approve" these types of ADUs. (*Id.* at subd. (a).) This means that ADUs that satisfy the minimal requirements of section 66323 must be approved regardless of any contrary provisions of the local ADU ordinance. (*Ibid.*) Local governments may not impose their own standards on such ADUs. (Gov. Code, § 66323, subd. (b) ["A local agency shall not impose any objective development or design standard that is not authorized by this section upon any accessory dwelling unit that meets the requirements of any of paragraphs (1) to (4), inclusive, of subdivision (a)."].)

In addition, ADUs that qualify for the protections of Government Code section 66323, like other ADUs, must be processed by local governments within 60 days of a complete permit application submittal. (Gov. Code, § 66317, subd. (a).)

State law also prohibits creating regulations on ADU development not explicitly allowed by state law. Government Code Section 66315 states, "No additional standards, other than those provided in Section 66314, shall be used or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer."

Impermissible Owner Occupancy Requirement for JADUs

Proposed code section 8.124.120(B)(2) requires, "The owner of a parcel proposed for a JADU shall occupy as a principal residence either the primary unit or the JADU."

However, AB 1154 amended state ADU law so that owner-occupancy is only required if the JADU does not have its own bathroom. Government Code section 66333, subdivision (b): "... Owner-occupancy shall not be required if the junior accessory dwelling unit has separate sanitation facilities ..."

Page 2 of the staff report acknowledges this: "The Junior Accessory Dwelling Unit (JADU) definition is updated to align with Government Code Section 66333(b). Owner-occupancy is required only when the JADU shares sanitation facilities with the primary structure ..." However the City has not updated code section 8.124.120(B)(2), which still requires owner occupancy for all JADUs, including those with their own bathrooms.

The Town must amend the proposed ADU ordinance to remove this owner-occupancy requirement for JADUs if they have their own bathrooms.

Impermissible Front Setbacks

Code sections 8.124.120(C)(2) and 8.124.120(D)(2) impose front setbacks of the underlying zoning district on all new construction, detached ADUs developed pursuant to Government Code section 66323 "to the extent such setbacks do not preclude development of an ADU."

However, Government Code section 66323, subdivision (b) does not permit any imposition of front setback requirements if the ADUs qualify for the protections of that section of law, as this section of state law exempts section 66323 ADUs from all local standards.. The Town therefore must allow front yard ADUs that comply with the standards in Government Code section 66323, subdivision (a) both on single family and on multifamily properties.

There are many policy reasons for this. For instance, a homeowner may prefer to preserve a private backyard space while redeveloping the less useful front yard. While children may

play in the backyard, the front yard is closer to the street and less safe for a variety of activities. The Town therefore must allow front yard ADUs that comply with the standards in Government Code section 66323, subdivision (a) both on single family and on multifamily Properties.

HCD has issued guidance under its authority in Government Code section 66327 (that guidance is located in the March 2026 HCD ADU Handbook, page 18) affirming the duty of local agencies to allow ADUs protected by Government Code section 66323 in the front setback under all circumstances. This applies whether the property is a single family home or a multifamily building. From page 19 of the Handbook: "... 66323 Units do not have to comply with lot coverage, **front setbacks**, and design standards." (emphasis added)

The Town must amend this ordinance to eliminate front setback requirements, for section 66323 ADUs, as is required by state law.

♦♦♦

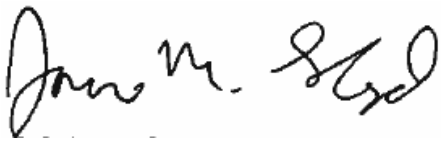
It is laudable that the Town is updating its ADU regulations as state law changes. However, the Town should make sure that its zoning code for ADUs complies with state law.

CalHDF is a 501(c)(3) non-profit corporation whose mission includes advocating for increased access to housing for Californians at all income levels, including low-income households. You may learn more about CalHDF at www.calhdf.org.

Sincerely,



Dylan Casey
CalHDF Executive Director



James M. Lloyd
CalHDF Director of Planning and Investigations

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
651 Bannon Street, Suite 400
Sacramento, CA 95811
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

February 27, 2026

Shawna Brekke-Read
Planning Manager
City of Moraga
329 Rheem Blvd., Suite 1
Moraga, CA 94556

Dear Shawna Brekke-Read:

RE: City of Moraga – Accessory Dwelling Unit (ADU) Ordinance Updates – Letter of Technical Assistance

The most recent ADU ordinance on file for the City of Moraga with the California Department of Housing and Community Development (HCD) is from 2021. Given the numerous changes to State ADU Law since the adoption of the ordinance, the ordinance may be outdated and out of compliance with State ADU Law. If HCD's records are incorrect, and a new ordinance has been adopted, please submit it to the ADU Portal for HCD's review.

Below are the changes to State ADU Law that have occurred in recent years and may warrant an update to the City of Moraga ADU ordinance:

Updates to the ADU Handbook (2025)

- Clarifies that ADU Law prohibits deed restrictions on ADUs. A deed restriction would be an "additional standard" and thus cannot be imposed on ADUs (Gov. Code, § 66315).
- Clarifies that homeowners' associations (HOAs), as a third party, cannot influence the approval of an application to create an ADU. Third party reviews by an HOA or their representatives or agents would violate State ADU Law. (Gov. Code, § 66315.) No other local ordinances, policies, or regulations may be applied in the approval or denial of an ADU or junior ADU (JADU) permit application (Gov. Code, § 66317, subd. (c)).
- Clarifies that a local agency may not require parking as a condition to permitting a JADU, even when the JADU is converted from an attached garage (Gov. Code, § 66334, subd. (a)).

Changes to ADU Law in 2025:

- Specifies that if a JADU has shared sanitation facilities with the primary structure, owner-occupancy will be required. If the JADU does *not* have shared sanitation facilities, owner-occupancy will *not* be required (Gov. Code, § 66333, subd. (b)).
- Requires rental terms for JADUs for terms longer than 30 days (Gov. Code, § 66333, subd. (g)).
- Specifies that if a local agency fails to submit an adopted ADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when permitting ADUs (Gov. Code, § 66326, subd. (d)).
- Revises the definition of a "junior accessory dwelling unit" to require the size of a JADU to be no more than 500 square feet of interior livable space (Gov. Code, § 66313, subd. (d)).
- Revises the limitations on impact fees to, instead, prohibit impact fees upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less, and to require that any impact fee on an ADU that has more than 750 square feet of interior livable space be charged proportionately in relation to the square footage of the primary dwelling unit (Gov. Code, § 66311.5, subds. (a) – (d)).
- Requires a permitting agency to determine whether an application for an ADU or JADU is complete and provide written notice of the determination not later than 15 business days after the permitting agency received the application (Gov. Code, § 66317, subd. (a)(2)(A)).
- Requires the permitting agency to provide the applicant with a list of incomplete items and a description of how the application can be made complete in the written notice and authorizes the applicant to cure and address the application, as specified, if it is determined that an application is incomplete (Gov. Code, § 66317, subd. (a)(2)(B)).
- Requires the permitting agency to provide a process for the applicant to appeal a denied application, as provided, and requires the permitting agency to provide a final written determination by not later than 60 business days after receipt of the written appeal if a permit application is determined to be incomplete or is denied (Gov. Code, § 66317, subd. (d)(1)).
- Specifies that an ADU or JADU that contains less than 500 square feet of interior livable space does not increase assessable space.
- Revises size limitations to be based on the square footage of interior living space of the ADU (Gov. Code, § 66321, subds. (b)(2)(A), (b)(2)(B), and (b)(3)).

- Specifies the number of allowable ADUs per lot with a proposed or existing single-family dwelling (Gov. Code, § 66323, subd. (a).
- Clarifies that fire sprinklers are not required for a JADU if the primary residence does not have fire sprinklers and that the addition of a JADU cannot trigger the requirement for fire sprinklers (Gov. Code, § 66323, subd. (d)).
- Adds section 66333.5, which specifies that if a local agency fails to submit an adopted JADU ordinance to HCD within the 60-day timeline or fails to respond to HCD's findings regarding their ordinance within the 30-day timeline, that ordinance is null and void and the local agency must only apply State ADU Law when processing applications for ADUs.
- Requires a local agency to issue a certificate of occupancy for an ADU constructed in a county that is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, even if the primary dwelling has not yet been issued a certificate of occupancy, if certain requirements are met, including that the primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation (Gov. Code, § 66328).
- Creates an exception to areas that fall under the California Coastal Act by requiring a local government or the Coastal Commission, as specified, to either approve or deny a coastal development permit application for an ADU within 60 days of receiving a completed application (Gov. Code, § 66329, subd. (a).)
- Specifies that no reimbursement is required for school service charges, fees, or assessments sufficient to pay for the program or level of service within the meaning of Government Code section 17556 (Gov. Code, § 66329).
- Specifies that reasonable restrictions in covenants, restrictions, and conditions, as described in the Civil Code, shall not include any fees or other financial requirements (Civil Code, § 714.3, subd. (b)).

Changes to ADU Law in 2024:

- SB 477 (Chapter 7, Statutes of 2024) made changes to the numbering of the sections of the Government Code for State ADU and JADU Laws.
- Prohibits a local agency from denying a permit for an unpermitted ADU or JADU that was constructed before January 1, 2020, for building code violations, unless the local agency makes a finding that correcting the violation is necessary to comply with conditions that would otherwise deem a building substandard (Gov. Code, § 66332, subds. (a)-(c)).
- Defines "livable space" as a space in a dwelling intended for human habitation, as the term appears in Government Code sections 66313, subdivision (e), and 66323, subdivision (a)(3)(A).

- Provides that uncovered, off-street parking spaces demolished in conjunction with the construction of an ADU do not need to be replaced (Gov. Code, § 66314, subd. (d)(11)).
- Changes the allowable number of detached ADUs on a lot with an existing multifamily dwelling to eight detached ADUs, provided that the number of ADUs does not exceed the number of existing units on the lot (Gov. Code, § 66323, subd. (a)(4)(A)(ii)).
- Prohibits a local agency from imposing any objective development standards on 66323 Units that are not authorized by the provisions of Government Code section 66323, subdivision (a) (Gov. Code, § 66323, subd. (b)).

Changes to ADU Law in 2023:

- Sunsets a former prohibition on a local agency imposing an owner occupancy requirement on any ADU and instead prohibits a local agency from requiring owner occupancy for an ADU (Gov. Code, § 66315).
- Allows a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and ADU(s) as condominiums, subject to certain conditions (Gov. Code, §§ 66340-66342).

If an existing ADU ordinance fails to meet the requirements of State ADU Law, the ordinance is “null and void” and the local jurisdiction must apply the standards set forth in State ADU Law until it adopts an ordinance that complies with state law (Gov. Code, § 66316). HCD recommends that a local jurisdiction with a noncompliant ADU ordinance repeal the ordinance to provide clarity for ADU applicants who may otherwise rely on the outdated ordinance.

HCD requests a response by March 29, 2026 with either (1) a description of how the ADU ordinance continues to comply with State ADU Law despite the changes to the law, or (2) a plan and timeline to either repeal the current ordinance or adopt an amended, compliant ordinance and submit it to HCD for review.

If you have any questions or need additional information, please contact David Barboza at David.Barboza@hcd.ca.gov.

Sincerely,

Jamie Candelaria

Jamie Candelaria
Section Chief, ADU Policy
Housing Accountability Unit

Meeting Date: June 24, 2026

TOWN OF MORAGA **STAFF REPORT**

To: **Honorable Mayor & Councilmembers**

From: **Sonia Urzua, Planning Director, Cassius Carandang, Assistant Planner**

Subject: **Pre-Approved ADU Program Launch in Partnership with Lafayette and Orinda.**

RECOMMENDATION

Receive information on the Town's participation in the Senate District 7 ADU Accelerator Program to develop pre-approved ADU plans in partnership with Lafayette and Orinda.

BACKGROUND

The California Budget Act of 2023 allocated $2.5 million through the California Department of Housing and Community Development (HCD) to support the Senate District 7 ADU Accelerator Program in Contra Costa and Alameda Counties. The program funds two initiatives: (1) financial incentives for residents constructing ADUs and (2) development of pre-approved ADU plans, with the goal of facilitating the construction of 350 ADUs to help address the State's housing shortage.

On June 25, 2025, Town staff presented the ADU Accelerator Program to the Town Council and in particular the financial incentive providing rebates for deed-restricted affordable ADUs and non-restricted ADUs. No action was required of the Town Council because the item was presented as a departmental report for informational purposes.

The Town is now advancing the pre-approved ADU plan component of the program and has been awarded $50,000.00 in grant funding. Pre-approved ADU plans are standard ADU design packages that are reviewed in advance for consistency with applicable zoning and development standards. Site-specific requirements, including an individual site plan and any required engineering or building review, will still apply. The plans are intended to reduce upfront design costs for residents and streamline the ADU review process.

The grant-funded program concludes on September 30, 2026. As a condition of funding, each participating jurisdiction must provide an adopted Council resolution approving the completed pre-approved ADU plans before the program deadline. If a resolution is not adopted by the

deadline, grant funds may be subject to return in accordance with the program requirements.

DISCUSSION

Lafayette and Orinda Collaboration

The Town is collaborating with Lafayette and Orinda to develop a shared library of six (6) pre-approved ADU plans for use within each jurisdiction. The partnership allows the three participating jurisdictions to pool Senate District 7 funding and coordinate the consultant work needed to prepare high-quality designs that can be adapted to a range of lots and site conditions. Each jurisdiction anticipates contributing its $50,000.00 grant allocation, for a total anticipated project budget of $150,000.00, subject to the terms of the Memorandum of Understanding (MOU).

The following summarizes actions completed to date and anticipated next steps for implementing the program.

1. Consultant Selection and Request for Proposals Process (May-June 2026)

The participating jurisdictions initiated the consultant selection process in May 2026. Consistent with the executed MOU, Lafayette serves as the Lead Agency for the procurement and administration of the consultant agreement, in consultation with Moraga and Orinda. After the proposal period closed on May 29, 2026, the participating jurisdictions evaluated the submissions and selected RRM Design Group to prepare the pre-approved ADU plans for the Lamorinda communities.

2. Memorandum of Understanding with Lafayette and Orinda (June 2026)

The Town, Lafayette, and Orinda have entered into an MOU that establishes the framework for their collaboration. The MOU provides for pooling allocated Senate District 7 funds, coordinating resources, and coordinating with respect to Lafayette's procurement and administration of consulting and design services for the shared library of pre-approved ADU plans. Lafayette serves as the lead agency and is responsible for entering into a professional service agreement with RRM Design Group, invoice processing, and project coordination. Moraga and Orinda may provide comments and requested revisions through Lafayette but may not authorize scope changes, additional services, contract amendments, or schedule modifications unless Lafayette authorizes them in writing. Costs are expected to be shared equally among the three participating jurisdictions based on actual costs, and each jurisdiction's financial obligation is capped at its Senate District 7 allocation unless the MOU is amended in writing.

3. Pre-Approved ADU Plan Development, Public Review, and Finalization (June-September 2026)

The participating jurisdictions will work with the RRM Design Group to establish project milestones, deliverables, and schedule expectations. During the summer, the consultant will prepare schematic designs for the pre-approved ADU plans, which will be made available for public and agency review through each jurisdiction's appropriate design review process.

After considering public and agency feedback, the participating jurisdictions will refine the pre-approved ADU plans. The plans are expected to be presented to the respective City Councils and Town Council in September 2026 for consideration of a resolution approving the completed pre-approved ADU plans before the September 30, 2026 grant deadline.

4. Building Permit Review and Program Launch (October 2026-March 2027)

Following Council action, the consultant will complete the building-permit-level plan sets for submission to Contra Costa County for review and approval. Staff anticipates that the pre-approved ADU plans will be available on each jurisdiction's website by early March 2027.

General Plan and Housing Element Consistency

The pre-approved ADU plans are consistent with the Moraga 2040 General Plan. Under the Community Design Element, Policy CD-4.4, Infill Development in Single-Family Neighborhoods, encourages expanding the Town's housing supply through streamlined residential development, including accessory dwellings. Pre-approved ADU plans will reduce development costs for homeowners and streamline ADU construction on residentially zoned properties.

The pre-approved ADU plans also support the 2023-2031 Housing Element's goal of ensuring access to opportunity and safety, including Policy H3.4, Affordable Housing in Areas of Opportunity, and Program 16, ADU Production, which promotes additional housing units within the Town's high-resource residential neighborhoods, including the 1-DUA, 2-DUA, and 3-DUA land use designations.

FISCAL IMPACT

There is no direct General Fund impact. The ADU Accelerator Program is funded by HCD and administered by the Town of Danville as fiscal agent. The Town received a $50,000.00 check from the fiscal agent on April 27, 2026, for the development of pre-approved ADU plans. Under the MOU, the Town will pool its grant allocation with Lafayette and Orinda, and project costs are expected to be shared equally based on actual costs, unless otherwise agreed in writing. Indirect staff costs associated with this project are absorbed within the Fiscal Year 2025–2026 General Fund Budget.

CEQA COMPLIANCE

The pre-approved ADU program is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378(b)(4). The program involves funding and administrative planning activities and does not commit the Town to a specific development project or result in a potential physical change to the environment. Future use of a pre-approved ADU plan on a specific property will remain subject to applicable ADU law and permitting requirements.

ALTERNATIVES

None.

NEXT STEPS

Unless directed otherwise, staff will continue collaborating with Lafayette and Orinda under the MOU to develop the pre-approved ADU plans. Upon completion, staff anticipates returning to the Town Council on September 9, 2026, for consideration of a resolution approving the completed pre-approved ADU plans. Following Town Council action, the resolution will be transmitted to the fiscal agent before the September 30, 2026 program deadline.

ATTACHMENTS

Attachment A - Lamorinda Memorandum of Understanding.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAFAYETTE, THE TOWN OF MORAGA, AND THE CITY OF ORINDA FOR PARTICIPATION IN SENATE DISTRICT 7 ADU PLAN PROGRAM

This Memorandum of Understanding ("MOU") is entered into this 9th day of June 2026 ("Effective Date"), by and between the City of Lafayette, a California municipal corporation ("Lafayette"), the Town of Moraga, a California municipal corporation ("Moraga"), and the City of Orinda, a California municipal corporation ("Orinda"). Lafayette, Moraga, and Orinda are sometimes individually referred to as "Party" and collectively as "Parties" in this MOU.

RECITALS

WHEREAS, the Senate District 7 ADU Plans Program ("SD 7") provides funding to participating jurisdictions for the development of pre-approved Accessory Dwelling Unit ("ADU") plans; and

WHEREAS, each of the Parties has received or anticipates receiving funding through SD 7 for such purposes; and

WHEREAS, the Parties desire to collaborate to maximize the efficiency and impact of such funding by pooling resources and coordinating with respect to the procurement of consulting and design services; and

WHEREAS, the Parties intend to develop a shared library of permit-ready or pre-approved ADU plans that comply with applicable State and local regulations, subject only to site-specific requirements, such as individual site plans and structural engineering, and only for use within each Party's jurisdiction; and

WHEREAS, the Parties are required to return any unspent program funds and provide SD 7 with adopted Council resolutions reflecting approval of the pre-approved ADU plans by the conclusion of the SD 7 program on September 30, 2026; and

WHEREAS, the Parties desire to set forth the terms and conditions governing their collaboration through this MOU.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Purpose

The purpose of this MOU is to establish a collaborative framework among the Parties to participate in SD 7 by pooling allocated funds, coordinating resources, and coordinating with respect to

Lafayette's procurement and administration of consulting and design services for the development of a shared library of pre-approved ADU Plans ("ADU Plans"). The Parties intend that this effort will result in permit-ready or pre-approved ADU plans that comply with applicable State and local regulations, reduce upfront design and permitting costs for residents, streamline plan review and approval processes, and provide high-quality, adaptable designs suitable for a range of lot sizes and site conditions within each Party's jurisdiction.

2. Scope of Collaboration

2.1 The Parties agree to collaborate in good faith to establish project parameters, design criteria, and program requirements. The Parties further agree to coordinate in good faith with respect to the selection of a qualified consultant or design team ("Consultant"), review and evaluation of project deliverables, and implementation of the ADU Plans. Lafayette, as Lead Agency, shall conduct the procurement process, enter into the Consultant agreement, and administer the Consultant agreement, in consultation with the other Parties as provided in this MOU. Nothing in this MOU shall obligate any Party to approve, adopt, or implement any specific ADU Plan. Each Party retains sole and absolute discretion with respect to the adoption, use, or implementation of any ADU Plans within its jurisdiction.

2.2 The Parties shall work collaboratively and in good faith to resolve any disagreements or conflicts related to implementation of this MOU. Designated staff representatives from each Party shall first meet and confer to address any issues that may arise during the program. If the designated representatives are unable to resolve the matter, the issue may be elevated to the respective City/Town Managers, or their designees, for further consideration and resolution. If the City/Town Managers, or their designees, are unable to resolve the matter, the Parties shall confer regarding appropriate next steps, which may include amendment, suspension, or termination of this MOU in accordance with its terms.

3. Lead Agency and Administration

3.1 City of Lafayette shall serve as the lead agency (the "Lead Agency") for purposes of administering the project contemplated under this MOU. In such capacity, the Lead Agency shall be responsible for coordinating the procurement process, entering into and administering the Consultant contract, reviewing and processing invoices, and facilitating coordination among the Parties with respect to project deliverables. The Parties acknowledge that the Consultant agreement shall be between Lafayette and Consultant only, and that Moraga and Orinda shall not be parties to the Consultant agreement.

3.2 The Lead Agency shall perform its responsibilities in good faith and in a manner consistent with applicable law. However, nothing in this MOU shall be construed to impose fiduciary duties or create any heightened standard of care. The Lead Agency shall not be responsible for the independent review, approval, or implementation decisions of the other Parties.

3.3 Each Party shall designate a representative to coordinate with the Lead Agency regarding project administration, review of deliverables, and other related matters.

3.4 The Parties acknowledge and agree that Lafayette, as Lead Agency, shall be responsible for providing direction to Consultant under the Consultant agreement. Moraga and Orinda may provide comments, requested revisions, and other input to Lafayette regarding the ADU Plans and project deliverables, but shall not directly authorize changes in scope, additional services, contract amendments, schedule modifications, or other Consultant obligations unless expressly authorized by Lafayette in writing.

4. Term

This MOU shall become effective as of the Effective Date and shall remain in effect until completion of the ADU Plans, unless earlier terminated as provided herein.

5. Withdrawal and Termination

5.1 Any Party may withdraw from this MOU for any reason upon thirty (30) days' written notice to the other Parties.

5.2 A withdrawing Party shall remain responsible for the funding set forth in Section 6.1 whether incurred, so long as committed prior to the effective date of withdrawal, including costs associated with any executed Consultant agreement. The withdrawing Party shall not be entitled to a refund of any funds previously expended.

5.3 This MOU may be terminated at any time by mutual written agreement of all Parties.

5.4 The Lead Agency may terminate the Consultant agreement in accordance with its terms if the project becomes infeasible, funding is insufficient, or the Parties are unable to reach agreement on material project decisions. In such event, the Parties shall be responsible for their respective shares of costs incurred through the effective date of termination.

6. Funding and Cost Sharing

6.1 Each Party anticipates contributing funding received through SD 7, currently estimated at approximately Fifty Thousand Dollars and Zero Cents ($50,000.00) per Party, toward the development of the ADU Plans. The total project budget and each Party's anticipated contribution shall be confirmed in writing prior to execution of the Consultant Agreement, but shall in no event exceed the amount each Party receives through SD 7 toward the development of the ADU Plans.

6.2 Project costs shall be allocated among the Parties based on actual costs incurred for services performed under the Consultant Agreement. Unless otherwise agreed in writing by the Parties, all project costs shall be divided equally among the three Parties, with each Party responsible for a one-third (1/3) share. The Lead Agency shall be responsible for receiving and reviewing invoices from the Consultant and providing copies or summaries of Consultant invoices to the other Parties upon request.

6.3 The Lead Agency shall provide periodic accountings of project expenditures to the Parties, including copies or summaries of Consultant invoices upon request. Each Party shall be responsible for reimbursing the Lead Agency or paying its share of the invoices, as applicable, in accordance with procedures established by the Parties. Unless otherwise agreed in writing, all project costs shall be divided equally among the three participating Parties, with each Party responsible for a one-third (1/3) share.

6.4 Each Party's total financial obligation under this MOU shall not exceed the amount of funding set forth in Section 6.1 above unless this MOU is amended in writing by the Parties. No Party shall be responsible for the financial obligations of any other Party, and no Party shall have authority to obligate any other Party to expend funds or incur liability.

7. Cost Overruns and Scope Changes

7.1 The Lead Agency shall not authorize any amendment to the Consultant contract that would increase the total project cost or materially change the scope of work unless this MOU is amended in writing by the Parties.

7.2 In the event that additional services or funding are required to complete the project, the Parties shall confer in good faith to determine whether to proceed with such work and how any associated costs will be allocated. No Party shall be obligated to contribute additional funds unless this MOU is amended in writing by the Parties.

7.3 If the Parties are unable to reach an agreement regarding additional funding or scope changes, the Lead Agency may proceed to complete the project within the existing approved budget, modify the scope accordingly, or terminate the Consultant contract, as appropriate.

8. Procurement

The procurement of the Consultant shall be conducted by the Lead Agency in a manner consistent with applicable California law and the Lead Agency's procurement requirements. The Lead Agency shall consult with the other Parties regarding the selection of the Consultant and the scope of work, but final procurement actions shall be taken in accordance with the Lead Agency's applicable procedures. Each Party acknowledges that it is independently responsible

for compliance with any procurement or contracting requirements applicable to its participation in the project.

9. Ownership and Use of Work Product

As between the Parties, all ADU Plans, drawings, specifications, and related materials developed pursuant to this MOU and the Consultant Agreement (collectively, the "Work Product") shall be made available to each Party. Lafayette shall receive and hold the Work Product under the Consultant Agreement for purposes of the collaborative project described in this MOU. Each Party shall have a non-exclusive, royalty-free, perpetual license to use, reproduce, modify, and implement the Work Product for governmental purposes within its jurisdiction, including making such Work Product available for use by members of the public, subject to applicable local adoption and implementation requirements and the terms of the Consultant Agreement. Each Party shall be solely responsible for ensuring that any use or site-specific implementation of the Work Product complies with its local codes, ordinances, and policies. No Party makes any representation or warranty regarding the suitability of the Work Product for use by another Party.

10. Delivery of Notices

A. All notices, invoices, and other communication pertaining to this MOU must be directed to the following representatives:

If to Lafayette:

City of Lafayette
3675 Mount Diablo Blvd., #210
Lafayette, CA 94549
Attn: Madison Church, Assistant Planner

If to Moraga:

Town of Moraga
329 Rheem Blvd.
Moraga, CA 94556
Attn: Cassius Carandang, Assistant Planner

If to Orinda:

City of Orinda
22 Orinda Way
Orinda, CA 94563
Attn: Darin Hughes, Associate Planner

B. Any notice or other communication ("Notice") given under this MOU shall be in writing and may be delivered by personal delivery, certified mail, postage prepaid, return receipt requested, or nationally recognized overnight courier, to the addresses set forth above or to such other address as a Party may later designate by Notice. Notice shall be deemed received: (i) immediately, if delivered by personal delivery; (ii) on the third day after deposit in the United States mail, if sent by certified mail, postage prepaid, return receipt requested; and (iii) on the next business day, if sent by nationally recognized overnight courier.

11. General Provisions

11.1 Compliance with Law. Each Party shall comply with all applicable federal, state, and local laws, regulations, and ordinances in carrying out its obligations under this MOU.

11.2 Amendments. This MOU may only be amended in writing and such amendment must be executed by all Parties.

11.3 Authority. Each person executing this MOU on behalf of a Party warrants that the person is duly authorized to execute this MOU on behalf of that Party and that by doing so, that Party is formally bound to the provisions of this MOU.

11.4 Severability. If any part of this MOU is held to be invalid, void, or otherwise unenforceable to any extent by any court of competent jurisdiction, the remainder of this MOU is not affected thereby, and all other parts of this MOU remain valid and enforceable to the fullest extent permitted by law.

11.5 Counterparts. This MOU may be executed in one or more counterparts, each of which is deemed an original. All counterparts are construed together and constitute one single MOU. A Party may sign this MOU electronically.

11.6 Governing Law. This MOU must be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this MOU, the action must be brought in a state or federal court in the County of Contra Costa, State of California.

11.7 Relationship of the Parties. Except as otherwise provided herein, nothing contained herein may be construed to create an association, trust, or partnership or to impose a trust or partnership obligation on or with regard to any of the Parties. Each Party is individually responsible for its own obligations as herein provided.

11.8 Indemnification. Each Party shall defend, indemnify, and hold harmless the other Parties and their respective elected and appointed officials, employees, and agents from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable

attorneys' fees) arising out of or relating to the negligent acts, errors, or intentional misconduct of the indemnifying Party, its officers, employees, contractors, or agents in connection with this MOU. Nothing in this provision shall be construed to obligate any Party to indemnify another Party for that Party's sole negligence or willful misconduct. For purposes of this Section, "contractors" does not include the Consultant retained by Lafayette pursuant to the Consultant Agreement, whose indemnity obligations shall be governed by the Consultant Agreement.

11.9 Waiver. The delay or failure of any Party at any time to require performance or compliance by another Party of any of its obligations or agreements does not waive a right to require such performance or compliance. No waiver of any provision of this MOU is effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. The waiver of any right or remedy with respect to any occurrence or event may not be deemed a waiver of any right or remedy with respect to any other occurrence or event, nor does any waiver constitute a continuing waiver.

11.10 Entire Agreement. This MOU represents the entire understanding of the Parties as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each Party acknowledges that no representation, inducement, promise, or agreement has been made by any person that has not been incorporated herein, and that any other agreement is void.

11.11 Claims Involving Consultant Agreement. If any Party receives a claim, demand, notice, or lawsuit arising out of or relating to the Work Product, Consultant's services, or the Consultant Agreement, that Party shall promptly notify the other Parties. The Parties shall coordinate in good faith regarding any tender to Consultant or Consultant's insurer, any request for defense or indemnity under the Consultant Agreement, and any response involving the Project or Work Product.

[Signature Page on Following Page]

SIGNATURE PAGE FOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LAFAYETTE, THE TOWN OF MORAGA, AND THE CITY OF ORINDA FOR PARTICIPATION IN THE SENATE DISTRICT 7 ADU PLAN PROGRAM

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

CITY OF LAFAYETTE

Signed by:
By: Mroop K. Srivatsa
707AA757DEFE425...
City Manager

Date: 6/12/2026

ATTESTED TO:

Signed by:
By: Joanne Robbins
D0B1ABE689BE4A0...
City Clerk

Approved as to Form:

Signed by:
By: Mala Subramanian
B46F618310D7409...
City Attorney

TOWN OF MORAGA

DocuSigned by:
By: Scott Mitnick
4462CF00D9044A9...
Town Manager

Date: 6/9/2026

ATTESTED TO:

Signed by:
By: Amy Heavener
E8ADA50C2F9440A...
Town Clerk

Approved as to Form:

Signed by:
By: Denise S. Bazzano for Michelle Marchetta Kenyon
A16767BED4D94D8...
Town Attorney

CITY OF ORINDA

Signed by:
By: Linda Smith
A60E83C65AEF4DB...
City Manager

Date: 6/15/2026

ATTESTED TO:

Signed by:
Sheri Smith
4B8248A9BD5E445...

By:_____
City Clerk

Approved as to Form:

Signed by:
Osa Wolff
3AGC19ED6E31475...

By:_____
City Attorney

Meeting Date: June 24, 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 – Community Engagement Update**

RECOMMENDATION

Receive Parks, Recreation, and Open Space Master Plan community engagement update and provide input to staff.

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 an extensive community outreach and engagement effort intended to gather input regarding parks, recreation facilities, programs, trails, open space resources, and long-term community priorities.

Community Engagement – Fall 2025

Community outreach, engagement, and "pop-up" activities conducted during Fall 2025 included the following:

- 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

Augmented Survey Input – Fall 2025

The same survey used during the above 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 conducted with a broad range of stakeholders, including youth and families, schools and higher education representatives, seniors, environmental and open space stakeholders, business and event stakeholders, sports organizations, long-term residents and parents, recreation providers, the Art in Public Spaces Commission, and the Parks and Recreation Commission.

Community Survey – December 2025 and January 2026

A statistically valid community 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. A total of 415 valid responses were ultimately collected, resulting in a reported precision level of approximately +/- 4.6% at a 95% confidence interval.

Joint Town Council and Parks & Recreation Commission Study Session – March 25, 2026

A Joint Town Council and Parks & Recreation Commission Study Session was conducted on March 25, 2026 to allow for additional public engagement and input from Councilmembers and Parks & Recreation Commissioners.

Community Workshop – May 1, 2026

The "Moraga Plays: Park Social" community workshop was held on May 1, 2026. Based on completed workshop passports, approximately 328 participants attended this workshop.

Community Online Survey – May 1, 2026 to June 12, 2026

Following the May 1, 2026 community workshop, the Town conducted an online community survey that included the same materials and activities presented during the workshop. The survey remained available through June 12, 2026 to allow additional opportunities for participation and outreach. Paper survey copies were also made available through the Parks and Recreation Department. In addition to workshop and survey responses, written public comments and correspondence were received throughout the process and incorporated into the engagement summary and analysis.

Parks & Recreation Commission Meeting – June 8, 2026

On June 8, 2026, the Parks and Recreation Commission received an informational update regarding the PROS Master Plan process, community engagement activities conducted to date, public questions received by staff, and the proposed project schedule. A number of residents and non-residents shared their input.

Town Council Meeting – June 10, 2026

On June 10, 2026, Town Council received a similar update and discussed community engagement efforts, project milestones, and the anticipated schedule for completion of the Master Plan. A total of 15 residents and non-residents expressed their concerns about potential changes to Rancho Laguna Park. In addition, Town Council supported a revised Master Plan schedule to include additional public meetings and project milestones, including presentation of community engagement results, preliminary recommendations, draft plan review, and final Town Council consideration of the PROS Master Plan.

Rancho Laguna Park Neighborhood Outreach – Late June 2026

Following community discussions regarding Rancho Laguna Park at recent public meetings, Town staff decided to conduct additional targeted outreach to the park's nearby residents. Survey materials were mailed to households located within approximately 500 feet of Rancho Laguna Park to provide an additional opportunity for direct neighborhood input regarding the park and future planning considerations. These households include properties that are located within both the incorporated Town of Moraga and within the unincorporated area of Contra Costa County. Responses are due to be received by June 30, 2026, and will be incorporated into the consultant team's ongoing analysis and consideration during development of draft recommendations and the final PROS Master Plan.

Town Council Meeting – June 24, 2026

The purpose of this meeting is for the WRT consulting firm and Town staff to provide an update on the survey data and Master Plan process to date. Members of the public will be allowed to provide additional comments. In addition, Councilmembers will be able to ask questions and provide input.

DISCUSSION

Master Plan Process Overview

The consultant team will begin the presentation of this agenda item with an overview of the planning process completed to date and a summary of community engagement efforts conducted throughout the project. As a reminder, the purpose of the engagement activities to date has been to understand community priorities, identify recreation needs, evaluate opportunities and constraints, and provide a foundation for future development of Master Plan recommendations.

Community Engagement Results and Consultant Presentation

The consultant team has completed analysis of information collected through the statistically valid survey, May 1 community workshop, online survey responses, focus groups, outreach events, and written public comments. The workshop and online survey were intended to evaluate community perspectives regarding preliminary opportunities identified through the Needs Assessment process. These opportunities included improvements to existing parks, shared-use opportunities with the Moraga School District and Saint Mary's College, alternative concepts for Hacienda de las Flores, and potential community center locations. The

opportunities were presented for discussion and testing purposes and do not constitute draft recommendations or approved projects.

While the consultant team has substantially completed the analysis of the engagement activities conducted to date, additional targeted neighborhood outreach related to Rancho Laguna Park remains underway. As noted above, responses from the recently distributed neighborhood survey are due by June 30, 2026 and will be incorporated into future phases of the planning process and development of draft recommendations.

The June 24, 2026 presentation will summarize community engagement results collected through the May 1, 2026 community workshop and online survey. According to the consultant team, the workshop generated approximately 328 participants and more than 1,000 comments, and responses. The online survey generated approximately 230 participants and more than 2,800 question responses. The purpose of these engagement activities was to test preliminary opportunities identified through the Needs Assessment and help inform development of draft recommendations. Key themes identified through the workshop and survey process include:

- Trails, paths, and connectivity;
- Sports and recreation opportunities;
- Community and senior activities;
- Nature and ecology;
- Arts and culture;
- Accessibility and infrastructure;
- Water features; and
- Youth and family activities.

The themes above reflect broad topic areas that emerged through community feedback and do not represent ranked priorities or recommendations. The presentation will also summarize community feedback regarding potential opportunities associated with Moraga Commons Park, West Commons Park, Rancho Laguna Park, the Lafayette-Moraga Regional Trail, trails and open space improvements, recreation programs, and community events.

The topics presented at this meeting are intended to summarize community input received to date and do not constitute recommendations, approved projects, or Town Council direction. Development of preliminary recommendations will occur during Summer 2026 and will be presented on September 9, 2026 at the joint Town Council and Parks and Recreation Commission meeting.

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. Direct staff and the consultant team to provide additional analysis or information.

2. Provide alternative direction to staff and the consultant team.

NEXT STEPS

Following completion of the community engagement phase, the consultant team will work through July and August to utilize information gathered through the statistically valid survey, community workshop, online survey responses, focus groups, outreach events, written comments, and ongoing Rancho Laguna neighborhood outreach to develop preliminary recommendations. These recommendations will be presented at the September 9, 2026 Joint Town Council and Parks and Recreation Commission meeting for public review and discussion. The draft PROS Master Plan will subsequently be presented to the Parks and Recreation Commission on October 12, 2026, and then to Town Council on November 18, 2026, for final consideration and adoption.

The following summarizes the upcoming schedule:

1. Consultant and Town staff develop Draft Recommendations — July/August, 2026

2. Joint Town Council/Parks & Recreation Commission Meeting — September 9, 2026

- PROS Master Plan Update Agenda Item
    - Presentation by WRT consultant & Town staff
    - Preliminary recommendations informed by community engagement findings, survey results, and existing conditions analysis
    - Allow for public comments and input
    - Request feedback from the Town Council and Parks & Recreation Commission

3. Parks & Recreation Commission Meeting — October 12, 2026

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

4. 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

ATTACHMENTS

Addendum - Public Comments Received Prior to Meeting

TOWN OF MORAGA

TOWN COUNCIL MEETING

June 24, 2026

Addendum(s) to Published Agenda

9: Department Reports

9B. Receive Parks, Recreation, and Open Space Master Plan community engagement update and provide input to staff.

Updates Include:

- Public Communication Received prior to meeting (submission cutoff time is 2:30 pm)

Outlook

FW: Pickleball courts

From Rec Desk <recdesk@moraga.ca.us>
Date Mon 6/15/2026 1:02 PM
To Mackenzie Brady <mbrady@moraga.ca.us>
Cc Amy Heavener <aheavener@moraga.ca.us>

For your records

Millie Linares-Kudlik
Administrative Assistant
(925) 888-7037
mlinares-kudlik@moraga.ca.us
2100 Donald Drive
Moraga, CA 94556

-----Original Message-----
From: Lori Bartis <loribartis@me.com>
Sent: Saturday, June 13, 2026 4:44 PM
To: Rec Desk <recdesk@moraga.ca.us>
Subject: Pickleball courts

[You don't often get email from loribartis@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 would love to add Pickleball courts to Moraga instead of traveling to other towns to play!

Thank you for your consideration!

Lori Bartis
17 Corte Pinto

Sent from my iPhone

Outlook

Fwd: Rancho Laguna Dog park

From Patricia Shrader <pshrader@comcast.net>
Date Wed 6/10/2026 3:31 PM
To Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>

You don't often get email from pshrader@comcast.net. Learn why this is important

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---------- Original Message ----------
From: Patricia Shrader <pshrader@comcast.net>
To: "Lmagliobdon@moraga.ca.us" <Lmagliobdon@moraga.ca.us>, "bdolan@moraga.ca.us" <bdolan@moraga.ca.us>, "Khillis@moraga.ca.us" <Khillis@moraga.ca.us>
Date: 06/10/2026 3:28 PM PDT
Subject: Rancho Laguna Dog park

I just read with much dismay the Mayors leadership column in GREET MORAGA that the plan is to move the dog park to an alternate site. That is not what users of Rancho Laguna dog Park want and we have said so to anyone who will listen.

But I guess no one is listening. At the Moraga commons event many people noted that the alternate sites are not appropriate due to lack of nearby parking or flat land for walking accessible to the seniors and disabled who make up a large portion of the current dog park users. I would not be able to use the alternate sites.

To the users of the Rancho Laguna dog park, it is more that just a dogpark. It a community meeting place for dog owners, who enjoy meeting and making friends and walking and having a Saturday night potlucks.

I have lived in Moraga for 36 years. After my husband died in April 2024 I was very lonely so I started going to the dog park with my dog Milo. There I found this wonderful friendly, caring community and it has made a huge difference in my life. There is no other such meeting place in Moraga for seniors or dog owners of all ages. So please leave our dog park alone. Don’t break up our community.

Patricia Shrader
446 Fernwood Drive

Outlook

Strong Opposition to Proposed Rancho Laguna Park Master Plan Changes

From James Hemkin <jameshemkin@gmail.com>
Date Wed 6/10/2026 3:42 PM
Cc 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>

You don't often get email from jameshemkin@gmail.com. Learn why this is important

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Dear Members of the Town Council,

Please include in your meeting tonight and distribute to all of your council members. I would like it to be in the public record.

I am writing to express my serious concerns regarding the proposed Parks Master Plan for Rancho Laguna Park, specifically the addition of four pickleball courts and a lighted multi-use sports field. I am a direct neighbor to the park and this change will directly impact my family and I.

I chose to make Moraga my home because of its semi-rural character and the peace and quiet that defines this community. The proposed changes would fundamentally and permanently alter the nature of our neighborhood — replacing open, natural space with lighted facilities that generate noise and traffic well into the evening hours. This is not the community I moved to, and it is not the community my neighbors and I wish to preserve for future residents.

Rancho Laguna Park's open grass area serves as a beloved dog park and is the heart of a strong, active community of neighbors who rely on that space daily. The bond formed among residents through this shared space is precisely the kind of organic, community-driven use that a parks plan should be protecting — not displacing.

I share the growing concern among neighbors that the urban consultants hired by the Town failed to reach out to any residents living directly around Rancho Laguna Park before developing these proposals. This lack of outreach raises serious questions about the reliability and completeness of the data informing these recommendations. A plan of this magnitude — expensive, permanent, and impactful — should not move forward without meaningful input from the people who live here.

Before any vote takes place, I strongly urge the Council to require that WRT meet directly with the neighbors most affected by these proposed changes. There should be no rush to close the public comment window. These are significant, irreversible alterations to our neighborhood, and the community deserves a genuine seat at the table.

Thank you for your time and consideration. I hope the Council will listen to the residents who chose this community for exactly what is now at risk of being lost.

Respectfully,
James Hemkin
4 Quail Xing
Moraga, CA 94556

Outlook

PROS Master Plan Public Comment: Please Keep Rancho Laguna Park As It Is

From Gim Crew <heygim@gmail.com>
Date Fri 6/12/2026 5:51 PM
To Town Clerk <townclerk@moraga.ca.us>
Cc Rec Desk <recdesk@moraga.ca.us>; Ian Crew <iancrew@yahoo.com>

You don't often get email from heygim@gmail.com. Learn why this is important

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Dear Town Council, Director Brady and the PROS Master Plan team,

My husband and I are Moraga residents writing to comment on the preliminary concepts for Rancho Laguna Park shown at the March 25 joint meeting and the May 1 workshop. Please include this comment in the PROS Master Plan public record.

I oppose the concepts that would add a programmed multi-use sports field and pickleball/tennis courts at Rancho Laguna Park, and that would adjust off-leash dog hours to make room for increased field programming.

My reasons:

1. The park is already well used. The lawn is in constant informal use by children running and playing freely, families at the play area, and picnickers. "Underutilized" does not describe this park. Converting the open lawn to a programmed sports field would displace the existing users, not serve them.

2. The quiet, natural character is the point. The Town's own outreach found that residents value Rancho Laguna specifically for the dog park, quiet trails, and connection to nature. The proposed changes work directly against what the community said it loves about this park.

3. The off-leash dog hours are a defining community use. Reducing or relocating them to a new site on St. Mary's Road would break up a long-standing community gathering tradition, not improve it.

4. Parking cannot absorb this. Parking at Rancho Laguna is already limited, and the Town's statistically valid survey found lack of parking is the single biggest barrier to park use. Repurposing part of the lot for courts while adding traffic from programmed field use and court play makes this worse in both directions.

If the Town needs sports fields and pickleball courts, the school and St. Mary's College partnership sites identified in the same presentation are better suited. Rancho Laguna should be maintained, not converted.

Thank you for the opportunity to comment.

Gim Crew
Tia Place, Moraga resident

Outlook

Proposed changes to Rancho Laguna Park

From Jamie Fend <jamie7607@gmail.com>
Date Wed 6/17/2026 2:16 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>; sbrady@moraga.ca.us <sbrady@moraga.ca.us>

You don't often get email from jamie7607@gmail.com. Learn why this is important

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I have recently become aware of the proposed additions/changes to Rancho Laguna park and am stunned at the complete disregard of the original purpose of this park. When the park was initially developed, Moraga Horsemen's Association took a leadership role in designing a park that would create access for equestrians and hikers from Old Moraga Ranch trail to Rocky Ridge and King's Canyon. This development would effectively destroy access to those trails. It's a slap in the face to the people who created this space. There is no reason the park can't accommodate all prospective park users.

Jamie Kirkland

Outlook

concern for rancho laguna proposal

From Molly ★ Pearson <themollypearsonproject@gmail.com>
Date Wed 6/17/2026 4:52 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>; sbrady@moraga.ca.us <sbrady@moraga.ca.us>

You don't often get email from themollypearsonproject@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.

I am a moraga resident and I'd like to express my concern for the proposals for Rancho laguna and its disregard for the original purpose of this park.

The new proposal and the pickleball court would effectively destroy access to the equestrian trails leading from Old Moraga Ranch trail through the southern part of the park and where it ties in with trails to Rocky Ridge and Kings canyon.

Please include this note as part of the record for the June 24 town council meeting.

thank you

molly

Outlook

Save Rancho Laguna Park

From Sophie <sophiejacqueline@gmail.com>
Date Fri 6/19/2026 8:52 PM
To Town Clerk <townclerk@moraga.ca.us>

You don't often get email from sophiejacqueline@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 Moraga Town Council,

I'm writing to strongly oppose any proposal to add pickleball courts or other active sports facilities to Rancho Laguna Park.

My family lives in the Camino Pablo neighborhood, and Rancho is part of our daily life. We walk there, bike there, meet friends there, and celebrate our children's birthdays there every year. My daughter squeals with delight at all the playful puppy dogs during off leash hours. My son's eyes filled with tears tonight when he heard us talking about the potential changes at Rancho. It is our favorite park in all of Lamorinda.

I do not understand why the Town is considering changes to one of Moraga's most beloved parks when there are other priorities that deserve greater attention.

Rather than focusing on converting Rancho for additional recreational facilities, I believe the Town Council should direct its energy toward improving the Moraga Center. The center has a significant amount of vacant commercial space and underutilized parking areas. Revitalizing this important community and economic asset would provide broader benefits to residents. This should be the number one priority.

If additional recreational space is truly needed, the town should explore partnerships with local schools. Both Joaquin Moraga Intermediate School and Camino Pablo Elementary School have substantial athletic field areas that are better suited for expanded recreational use than a cherished neighborhood park.

The town should prioritize improving the town center and making better use of the large recreational spaces that already exist elsewhere in the community.

Please preserve Rancho Laguna Park,

Thank you,
Sophie Hanscom

Outlook

June 24th Town Council Meeting: Rancho Laguna Park

From Natalie Adey-Wetzell <natalieadey18@gmail.com>
Date Sun 6/21/2026 6:10 PM
To Town Clerk <townclerk@moraga.ca.us>

1 attachment (104 KB)
RanchoLaguna.pdf;

You don't often get email from natalieadey18@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.

Good evening, please find my letter regarding Rancho Laguna Park below for the June 24th meeting, as I will not be able to attend. I've also attached a PDF copy.

Dear Town Council of Moraga,

It has come to my attention that the Town of Moraga is pursuing drastic changes to Rancho Laguna Park. I find it deeply concerning and feel that it is important I speak my mind, despite no longer living in the area full time. The council is planning to remove or limit the off leash dog space at Rancho Laguna Park, in order to install sports fields such as baseball, softball and pickleball.

My personal experience with Rancho Laguna goes back almost fifteen years. When I was a sophomore in high school, at Miramonte, I tore my meniscus while running on the Varsity Cross Country Team. During my post operative recovery, my father, Geoff Adey, would drive me over to Rancho Laguna, with our three dogs, so that I could sit outside, watch our dogs, and experience a modicum of joy. This was an almost daily occurrence for several months.

During that time, I became acutely aware of the importance of animal companionship during hardship. I saw the benefit for myself, and I saw the benefit of other people in the park interacting with dogs. Since then, I have graduated Miramonte, UC Santa Cruz, and the University of Southern California, and moved to Pennsylvania. I am now a mental health therapist, who has a trained Therapy Dog, Jessie, who comes to work to provide comfort to my clients during our sessions.

Everytime I come home to Orinda, my dad and I take at least one trip to Rancho Laguna. Every time I am at the park, I have the wonderful privilege of seeing different folks interacting with dogs in a safe environment. I have seen parents bring their young children, who are afraid of dogs, to the park so that

the child may see dogs play, be silly, and potentially, allow the child to pet them. Rancho Laguna offers a safe space for children to meet dogs and develop their own love and joy of the animal.

Over the last decade and a half, our family has also lost dogs to age and illness. The community who frequents Rancho Laguna has offered irreplaceable support to my father during this time. The families and individuals who come to the park know each other, they trust each other, and they grieve with each other when a community member crosses the rainbow bridge, dog or otherwise. To take away or limit that support for these, as you mentioned in the Needs Assessment, “senior and elderly” individuals, is cruel. It is especially cruel, when you consider that Rancho Laguna is the only off leash dog park in Moraga. Mulholland Ridge Open Space is off leash, however it is not as accessible to elderly, mobility limited individuals, as Rancho Laguna is, due to the hilly and unpaved nature of the open space.

Rancho Laguna offers a space for dogs and humans to walk and play, when they otherwise may not have that opportunity. Growing up in Orinda and Moraga, it was an unusual experience to come across a neighborhood that had sidewalks. Most neighborhoods venture down windy, narrow roads that are not only unsafe for dogs to be walking on, but unsafe for people to be walking on. Furthermore, due to the valley-like landscape of Lamorinda, many homes have terraced properties that are not fun for dogs to run and play on, which is exacerbated by the fact that California has increased fire-precautionary protocols, and many people have done away with their lawns. My family, among many, is one of the households who has gotten rid of a lawn in an effort to limit excess water consumption. So where are our dogs, but also our friends' dogs supposed to run and play with each other?

While I recognize that there is a need for sports complexes, there are other spaces that Moraga could consider, such as the large open space behind Joaquin Moraga Intermediate, or perhaps a space in Moraga Commons.

I find it also pertinent to point out that the Needs Assessment discusses that Moraga has a population that leans more senior. Yet, the assessment also claims that “Youth and Families” complain that there is a lack of athletic fields. Figure 4 (page 4), notes that ages 5-14 comprise 12.5% of the population, which has dropped by 13%. This is the age group most likely to be participating in youth sports leagues, who would need athletic fields. Why does the town need to foster a need for a diminishing population? Additionally, ages 15-24 comprise just over 20% of the population, however, this could be heavily skewed by the presence of St. Mary’s College, as well as adult children of current Moraga residents, who may or may not live in Moraga full time. St. Mary’s College has its own sports complexes and athletic fields, so why would they need access to a public park, down a long road, that, unless you grew up in the area, you wouldn’t know it is there?

I respect that Mayor Hillis and the Town Council want to catch up to national averages for athletic fields and sports complexes, such as pickleball and basketball courts. I agree, these could be wonderful additions to the community, however, Rancho Laguna is not the place to make those particular additions. Pickleball in particular is mostly popular among 25-34 year olds, according to Dill Dinkers. This is not an age group that is thriving in Moraga. To take out a beloved, community Dog Park, and to replace it with a pickleball court, would be akin to putting an art museum on a desert island. No one will use it.

As I’ve mentioned above, I have been coming to this dog park for nearly two decades. I have seen dozens of people there, with their dogs, sometimes twice a day. I’ve seen grief, joy and support bleed

through children, adults and seniors. To take away the dog park at Rancho Laguna park, would be incredibly detrimental to the community. I myself have hopes of moving home to Lamorinda one day, and if this park is no longer a safe space that I can bring my dog and future children to, I will be disappointed to know that the town council put the wants of a few, above the needs of so many others.

Thank you for your time.

Natalie Adey, MSW, LCSW (she/her/hers)

Natalie Adey-Wetzell
Hometown Address:
20 Sunrise Hill Road
Orinda, CA 94563

Current Address:
703 S Union Ave,
Yeadon, PA 19050

June 21, 2026

Town Clerk of Moraga

Dear Town Council of Moraga,

It has come to my attention that the Town of Moraga is pursuing drastic changes to Rancho Laguna Park. I find it deeply concerning and feel that it is important I speak my mind, despite no longer living in the area full time. The council is planning to remove or limit the off leash dog space at Rancho Laguna Park, in order to install sports fields such as baseball, softball and pickleball.

My personal experience with Rancho Laguna goes back almost fifteen years. When I was a sophomore in high school, at Miramonte, I tore my meniscus while running on the Varsity Cross Country Team. During my post operative recovery, my father, Geoff Adey, would drive me over to Rancho Laguna, with our three dogs, so that I could sit outside, watch our dogs, and experience a modicum of joy. This was an almost daily occurrence for several months.

During that time, I became acutely aware of the importance of animal companionship during hardship. I saw the benefit for myself, and I saw the benefit of other people in the park interacting with dogs. Since then, I have graduated Miramonte, UC Santa Cruz, and the University of Southern California, and moved to Pennsylvania. I am now a mental health therapist, who has a trained Therapy Dog, Jessie, who comes to work to provide comfort to my clients during our sessions.

Everytime I come home to Orinda, my dad and I take at least one trip to Rancho Laguna. Every time I am at the park, I have the wonderful privilege of seeing different folks interacting with dogs in a safe environment. I have seen parents bring their young children, who are afraid of dogs, to the park so that the child may see dogs play, be silly, and potentially, allow the child to pet

them. Rancho Laguna offers a safe space for children to meet dogs and develop their own love and joy of the animal.

Over the last decade and a half, our family has also lost dogs to age and illness. The community who frequents Rancho Laguna has offered irreplaceable support to my father during this time. The families and individuals who come to the park know each other, they trust each other, and they grieve with each other when a community member crosses the rainbow bridge, dog or otherwise. To take away or limit that support for these, as you mentioned in the Needs Assessment, “senior and elderly” individuals, is cruel. It is especially cruel, when you consider that Rancho Laguna is the only off leash dog park in Moraga. Mulholland Ridge Open Space is off leash, however it is not as accessible to elderly, mobility limited individuals, as Rancho Laguna is, due to the hilly and unpaved nature of the open space.

Rancho Laguna offers a space for dogs and humans to walk and play, when they otherwise may not have that opportunity. Growing up in Orinda and Moraga, it was an unusual experience to come across a neighborhood that had sidewalks. Most neighborhoods venture down windy, narrow roads that are not only unsafe for dogs to be walking on, but unsafe for people to be walking on. Furthermore, due to the valley-like landscape of Lamorinda, many homes have terraced properties that are not fun for dogs to run and play on, which is exacerbated by the fact that California has increased fire-precautionary protocols, and many people have done away with their lawns. My family, among many, is one of the households who has gotten rid of a lawn in an effort to limit excess water consumption. So where are our dogs, but also our friends' dogs supposed to run and play with each other?

While I recognize that there is a need for sports complexes, there are other spaces that Moraga could consider, such as the large open space behind Joaquin Moraga Intermediate, or perhaps a space in Moraga Commons.

I find it also pertinent to point out that the Needs Assessment discusses that Moraga has a population that leans more senior. Yet, the assessment also claims that “Youth and Families” complain that there is a lack of athletic fields. Figure 4 (page 4), notes that ages 5-14 comprise 12.5% of the population, which has dropped by 13%. This is the age group most likely to be participating in youth sports leagues, who would need athletic fields. Why does the town need to foster a need for a diminishing population? Additionally, ages 15-24 comprise just over 20% of the population, however, this could be heavily skewed by the presence of St. Mary’s College, as well as adult children of current Moraga residents, who may or may not live in Moraga full time. St. Mary’s College has its own sports complexes and athletic fields, so why would they need access to a public park, down a long road, that, unless you grew up in the area, you wouldn’t know it is there?

I respect that Mayor Hillis and the Town Council want to catch up to national averages for athletic fields and sports complexes, such as pickleball and basketball courts. I agree, these could be wonderful additions to the community, however, Rancho Laguna is not the place to make those particular additions. Pickleball in particular is mostly popular among 25-34 year olds, according to Dill Dinkers. This is not an age group that is thriving in Moraga. To take out a beloved, community Dog Park, and to replace it with a pickleball court, would be akin to putting an art museum on a desert island. No one will use it.

As I've mentioned above, I have been coming to this dog park for nearly two decades. I have seen dozens of people there, with their dogs, sometimes twice a day. I've seen grief, joy and support bleed through children, adults and seniors. To take away the dog park at Rancho Laguna park, would be incredibly detrimental to the community. I myself have hopes of moving home to Lamorinda one day, and if this park is no longer a safe space that I can bring my dog and future children to, I will be disappointed to know that the town council put the wants of a few, above the needs of so many others.

Thank you for your time.



Natalie Adey-Wetzell, LCSW

Outlook

Please include this at the June 24th Town Council meeting re: Rancho Laguna Park

From lisa koltun <koltunlbk@gmail.com>
Date Sun 6/21/2026 6:58 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 ICE David <dmwcons2014@gmail.com>; Steve Smith <stevesmith612@aol.com>

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Good evening to each of you. I am unable to attend this week's Town Council meeting, since I will be attending a memorial service. I hope each of you will read this, and I ask that this letter be included in any handouts/documents that are available and/or distributed at the meeting. I shared my thoughts with you all at the June 10th meeting re: the Master Plan options under consideration for Rancho Laguna Park (RLP). I want to weigh in again, on this important topic. I am also asking that the Town Clerk share this communication with the Director of Parks/Recreation, as I don't have her email.

Rancho Laguna is a special and iconic park that deserves to be preserved and respected for the gifts that it currently offers. It remains the only safe, quiet and level walking space for many of us, including seniors and those with disabilities (that said, the path around the grassy area has been long overdue for a "stability overhaul"). It is a haven for dogs and their owners to be outdoors and have the space to run/exercise. It includes a great play ground for young kids, and it's well used for parties and gatherings during good weather. Moraga is not, and hopefully, never will be, a "destination" town. We don't want or need the traffic, the noise, the lack of parking and the city feel of Lafayette and Walnut Creek. We also don't need hundreds of additional cars jammed on the roads in the event of an evacuation. I live right off of Camino Pablo—and we have a lot of traffic when JM and CP schools are holding events and doing sports. Parking is already sparse without a soccer field and pickle ball courts at RLP. There is literally nowhere to expand parking at RLP to accommodate these options. How would you feel if you were a resident near RLP, and you had cars taking up every inch of space anywhere they could in your neighborhood? And how about the noise that a soccer field and pickle ball court would generate? What are the odds that we'll lose the monarch butterflies that we built the native gardens for?

I take issue with the statistical validity of the surveys that were done. While the consultants say it's all good, there was absolutely NO WAY that could be true when ANYONE walking by could put colored dots on their choices—with NO proof of being a resident of Moraga!! I've talked with several folks who were at the public gatherings where surveys were done and they said that they saw folks going back several times for more dots to up the odds in their favor. Really??

I would truly appreciate the Council putting way more energy into shared/joint venture type of arrangements with the existing schools in our area. This was briefly mentioned at the 6/10 meeting, but I would like to see it be pursued further. With all of the existing sports fields at elementary, Jr High, High School and St Mary's campuses, surely, there are ways to expand the use of existing fields, rather than

ruining RLP. Our town deserves a mix of parks…the Commons is great for so many sports and events that bring us together. But that's a very different purpose and feel than what RLP has to offer to so many of us.

In closing, I thank each of you for your time and service on the Council. I know these roles require a lot of time and energy, and that is not lost on me. I appreciate the chance to weigh in. I'm also happy to talk if any of you would like to reach out.

Regards,
Lisa Koltun
Camino Pablo neighborhood
(510) 393-0659

Outlook

Please include with the June 24 Town Council Meeting

From David Williams <dmwcons2014@gmail.com>
Date Sun 6/21/2026 7:04 PM
To Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; Kerry Hillis <khillis@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>
Cc Lisa Koltun <koltunlbk@gmail.com>; Steve Smith <stevesmith612@aol.com>

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Following is my input regarding the Parks and Recreation Proposed Improvements:

I am a nine year resident of the Town of Moraga, retiring here after a career as a licensed general contractor with projects in Nevada, Idaho, Oregon and California. I specialized the the construction off exclusive residential structures, as well as recreational facilities for the U S Department of Agriculture. For reference, I redesigned and constructed the first ADA compliant recreational facility for the USDA in the Fall of 1990.

As a frequent user of the recreational facilities available here in Moraga, I am confused as to why our current Recreational Director proposes many new costly projects, when there is little effort to maintain the current facilities. Have any of you experienced the Mulholland Open Space Trails in the last year? The hazardous standing dead Monterey Pines, the star thistle choking off the trails, in addition to the Poison Hemlock, overtaking the open spaces? The Mulholland Open Space is long overdue for a comprehensive five year invasive plant remediation program, budgeted and fully funded. Based upon my experience, it will require a well timed spraying program to address these invasive plants.

At the Laguna Dog Park, the paved trail has needed replacing for nine years, that I know of. The hazardous condition caused by roots heaving the surface, and lack of maintenance, have created a liability issue that has been ignored for years. As for the picnic tables there, the existing metal frames set in concrete are fully suitable for rebuilding, using 14’ recycled “Plastic Timbers”, bolted to existing frames. No material cost to the city, and insignificant installation cost, when compared with current proposals.

We don’t need a water park, we don’t need a Ferris wheel, we don’t need another round of consultants to advise the consultants that want to create another empire. As a taxpayer, I expect my dollars to be invested wisely, not to be used to create another Monument with a bronze plaque.

David Mark Williams
97 Brookfield Drive

Moraga, California 94556
541-519-1699

Outlook

Rancho Laguna park developments

From Liz Tausend <tausend.liz@gmail.com>
Date Tue 6/23/2026 10:51 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>; Public Comment <publiccomment@moraga.ca.us>

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

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Hello-
I live in moraga with children ages 3-10. I am opposed to the developments the town is considering for RLP. Please consider other sites for these projects and include this comment as part of the record for the June 24 meeting.

Thank you,
Liz Tausend

Outlook

Rancho Laguna Park Plans- opposed

From Natalie Studley <nataliestudley@gmail.com>
Date Tue 6/23/2026 1:51 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>; Public Comment <publiccomment@moraga.ca.us>

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Hello-
I live in Moraga with children ages 8-10. I am opposed to the developments the town is considering for RLP. Please consider other sites for these projects and include this comment as part of the record for the June 24 meeting.

Thank you,

Natalie Studley

Outlook

public comment for June 24 meeting

From Devon Mazaika <zipnmadismom@gmail.com>
Date Tue 6/23/2026 2:15 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>; Public Comment <publiccomment@moraga.ca.us>

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To Whom It May Concern,

Please include this comment as part of the record for the June 24th meeting. Thank you.

As a mother of a young family living in Moraga, I oppose the changes to Rancho Laguna Park. This is a quiet and peaceful park in a quiet neighborhood. We love this about the park and the only thing we want to hear are cows, horses, birds, and an occasional ATV going by. I'm greatly concerned about the potential environmental impacts of loud noise, bright lights, plus the toxic artificial turf. I'm also very concerned about the large crowds that the potential changes would draw, given the huge fire risk Moraga already has…drawing large crowds into an area with only one way in and one way out could be disastrous.

Thank you very much,
Devon

Outlook

Re: Inadequate planning process for Rancho Laguna Park

From Cyndi Berck <cyndi.berck@gmail.com>
Date Tue 6/23/2026 3:15 PM
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>

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Dear Ms. Brady:

Thank you for your detailed response. I have a few follow-up comments, indicated in bold italics.

You asked whether the consultant team visited Rancho Laguna Park as part of this process. The answer is yes. The consultant team conducted site visits to Rancho Laguna Park as well as the Town's other parks, recreation facilities, trails, and open space resources as part of their existing conditions assessment and overall evaluation of Moraga's parks and recreation system. ***Did the visit to RLP take place during off-leash hours, in order to observe the extent and demographics of utilization during those hours?***

Regarding your question about the survey response rate, the consultant team and ETC Institute consider the survey results to be statistically valid. While approximately 415 valid responses may seem small relative to Moraga's overall population, statistical validity is determined by the size and representativeness of the sample rather than by achieving responses from a majority of residents. ETC Institute's methodology produced a margin of error of approximately +/- 4.6% at a 95% confidence level, which is consistent with accepted public-sector survey research practices. ***I understand that a limited survey response is normal. I accept the validity of this confidence level and interval as a measure of aggregate opinions in Moraga.***

You also asked about potential sample selection bias. This is precisely why the Town utilized a statistically valid survey in addition to open participation opportunities. Pop-up events, focus groups, online surveys, workshops, and public meetings inherently involve self-selection and are intended to gather community input, ideas, and perspectives rather than serve as statistically representative samples of the community. ***Were any pop-up events held at RLP during off-leash hours?*** The statistically valid survey was conducted separately to help mitigate those limitations and provide a more representative understanding of community priorities.

With respect to current Rancho Laguna Park users, no survey effort specifically targeted only existing park users. The purpose of the PROS Master Plan is to evaluate parks, recreation, trails, and open space needs across the entire community, rather than focus on any single facility or user group. As a result, the Town has sought input from a broad cross-section of Moraga residents while also providing opportunities for those most familiar with specific facilities to participate. ***A needs assessment should not proceed from a blank slate. As mentioned in my letter of today's date, existing use should be given due weight.***

Rancho Laguna Park users, as was the rest of the Moraga community, were included throughout the engagement process. In addition to participating in the statistically valid survey, focus groups, and other community-wide engagement opportunities, the consultant team created questions specifically for Rancho Laguna Park neighbors due to the feedback received. These were mailed to households within 500 feet of the park to better understand how the park is currently utilized and valued. Responses to these questions are due by 6/30. ***Park users are not limited to 500 feet of the park; therefore, this method of outreach is not adequate. Adequate outreach to existing users would require on-site surveys, including one conducted during off-leash hours. Usage is particularly heavy during evening off-leash hours. During evening off-leash hours, as well as off-leash activity, there is heavy use of the children's play area and of the walking path. The walking path is used by seniors, people with disabilities, and children learning to ride bikes, as well as dog walkers.***

I would also note that no recommendation has been finalized for Rancho Laguna Park. The concepts discussed to date have been opportunities presented for discussion and evaluation as part of the master planning process. The purpose of the outreach effort was to help inform future discussions before any recommendations are developed.

It is also important to note that the PROS Master Plan itself does not approve projects. The Master Plan is intended to identify community needs, priorities, and potential opportunities for future consideration. If the Town Council were ever to consider a specific project at Rancho Laguna Park or any other park, that project would be subject to additional public review and discussion, environmental review as required by law, funding identification and budget appropriation, and separate Town Council consideration and approval before implementation could occur.

As the process continues, all feedback received from current park users, nearby residents, and the broader community will be considered by the Town Council, Parks and Recreation Commission, staff, and the consultant team before any future decisions are made. ***I look forward to participating in these processes.***

Sincerely,

Cyndi Berck
154 Miramonte Drive
Moraga, CA 94556
(510) 847-5871

On Tue, Jun 23, 2026 at 2:37 PM Mackenzie Brady <mbrady@moraga.ca.us> wrote:

> Dear Ms. Berck,
>
> Thank you for your follow-up email and for your thoughtful questions regarding the PROS Master Plan engagement process!
>
> I apologize that you did not receive a response to your June 8 correspondence sooner.
>
> You asked whether the consultant team visited Rancho Laguna Park as part of this process. The answer is yes. The consultant team conducted site visits to Rancho Laguna Park as well as the Town's other parks, recreation facilities, trails, and open space resources as part of their existing conditions assessment and overall evaluation of Moraga's parks and recreation system.
>
> Regarding your question about the survey response rate, the consultant team and ETC Institute consider the survey results to be statistically valid. While approximately 415 valid responses may seem small relative to Moraga's overall population, statistical validity is determined by the size and representativeness of the sample rather than by achieving responses from a majority of residents. ETC Institute's methodology produced a margin of error of approximately +/- 4.6% at a 95% confidence level, which is consistent with accepted public-sector survey research practices.
>
> You also asked about potential sample selection bias. This is precisely why the Town utilized a statistically valid survey in addition to open participation opportunities. Pop-up events, focus groups, online surveys, workshops, and public meetings inherently involve self-selection and are intended to gather community input, ideas, and perspectives rather than serve as statistically representative samples of the community. The statistically valid survey was conducted separately to help mitigate those limitations and provide a more representative understanding of community priorities.
>
> With respect to current Rancho Laguna Park users, no survey effort specifically targeted only existing park users. The purpose of the PROS Master Plan is to evaluate parks, recreation, trails, and open space needs across the entire community, rather than focus on any single facility or user group. As a result, the Town has sought input from a broad cross-section of Moraga residents while also providing opportunities for those most familiar with specific facilities to participate.

Rancho Laguna Park users, as was the rest of the Moraga community, were included throughout the engagement process. In addition to participating in the statistically valid survey, focus groups, and other community-wide engagement opportunities, the consultant team created questions specifically for Rancho Laguna Park neighbors due to the feedback received. These were mailed to households within 500 feet of the park to better understand how the park is currently utilized and valued. Responses to these questions are due by 6/30.

I would also note that no recommendation has been finalized for Rancho Laguna Park. The concepts discussed to date have been opportunities presented for discussion and evaluation as part of the master planning process. The purpose of the outreach effort was to help inform future discussions before any recommendations are developed.

It is also important to note that the PROS Master Plan itself does not approve projects. The Master Plan is intended to identify community needs, priorities, and potential opportunities for future consideration. If the Town Council were ever to consider a specific project at Rancho Laguna Park or any other park, that project would be subject to additional public review and discussion, environmental review as required by law, funding identification and budget appropriation, and separate Town Council consideration and approval before implementation could occur.

As the process continues, all feedback received from current park users, nearby residents, and the broader community will be considered by the Town Council, Parks and Recreation Commission, staff, and the consultant team before any future decisions are made.

Thank you again for your participation in the process and for sharing your perspective. Your comments will be included in the public record for the June 24 Town Council meeting.

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: Cyndi Berck <cyndi.berck@gmail.com>
Sent: Monday, June 22, 2026 8:09 PM
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 <lmaglio@moraga.ca.us>; Graham Thiel <gthiel@moraga.ca.us>; Scott Mitnick <smitnick@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>; Rec Desk <recdesk@moraga.ca.us>
Subject: Re: Inadequate planning process for Rancho Laguna Park

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Honorable Town Council and Commission Members:

PLEASE FORWARD EMAIL TO ALL PARKS COMMISSION MEMBERS AND ENTER INTO PUBLIC RECORD FOR JUNE 24 COUNCIL MEETING

I have not received a response to my email of June 8.

I reiterate that what's missing from the planning process is evidence that the opinions of **current RLP users** have been given adequate weight.

When evaluating the benefits and costs of a proposed project, it is important to consider both the "willingness to pay" of potential users and the "willingness to accept" a loss to be incurred by current users. Potential users often engage in "cheap talk" - "sure, that sounds good" - when they will incur no actual cost. Current users, by contrast, are at risk of suffering a loss.

"Willingness to pay" usually is not quantitatively equal to "willingness to accept." It is intuitively obvious that people place a greater weight on losing something that they have and value, compared to the value that (other people) place on gaining a potential benefit.

The planning process is deficient if it fails to fully account for the loss that will be incurred by present users. The town's failure to respond to my inquiries of two weeks ago suggests that these evaluations have not been conducted.

I am, unfortunately, still out of town, and will not be able to attend the June 24 meeting in person. I await your reply.

Respectfully,

Cyndi Berck

154 Miramonte Drive

Moraga, CA 94556

(510) 847-5871

Cyndi Spindell Berck, MPP, JD

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On Mon, Jun 8, 2026 at 12:47 PM Cyndi Berck <cyndi.berck@gmail.com> wrote:

> 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

Outlook

Rancho Laguna Park

From Lisa Wyckhouse <lisalalli@yahoo.com>
Date Tue 6/23/2026 3:06 PM
To Public Comment <publiccomment@moraga.ca.us>

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I live and vote in the Town of Moraga. I am opposed to the developments the Town is considering for Rancho Laguna Park. Other sites should be considered for these projects. Please include this comment as part of the record for the June 24 meeting."

Lisa

Outlook

Re: June 24, 2026 Town Council Meeting Agenda Item 9B Supplemental Information ("Please Consider These Options for the Recreation Master Plan")

From Scott Mitnick <smitnick@moraga.ca.us>
Date Tue 6/23/2026 3:25 PM
To Mike Mccluer <mmmccluer@aol.com>
Cc Brian Myers <brianalanmyers@yahoo.com>; Bobbie Comcast <barbarampreston@comcast.net>; Steve Hammond <steve@bayareaballplayers.com>; Cathy Oden <cathy.reaves@gmail.com>; Bill Carmen <yocarman@yahoo.com>; Mark Coppe <coppemark@gmail.com>; Amy Heavener <aheavener@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>

Mr. Mccluer & Others (bc: Town Council) --

This email will be included in the agenda packet for this agenda item.

Thank you.

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 <mmmccluer@aol.com>
Sent: Tuesday, June 23, 2026 3:05 PM
To: Kerry Hillis <khillis@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; Steve Woehleke <swoehleke@moraga.ca.us>; Lisa Maglio <lmaglio@moraga.ca.us>; gsthiel@gmail.com <gsthiel@gmail.com>; Scott Mitnick <smitnick@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>
Cc: Brian Myers <brianalanmyers@yahoo.com>; Bobbie Comcast <barbarampreston@comcast.net>; Steve Hammond <steve@bayareaballplayers.com>; Cathy Oden <cathy.reaves@gmail.com>; Bill Carmen <yocarman@yahoo.com>; Mark Coppe <coppemark@gmail.com>
Subject: Please Consider These Options for the Recreation Master Plan

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.

Hello Mr Mayor and Council Members,

We, the undersigned, are very excited about the conversations towards potential new Recreational amenities in Moraga. We understand and agree that new things are needed- the major question, effectively, becomes "where" as it pertains to the amenities while also considering costs, operations, etc.

We think the outreach and options for Recreational amenities has gained some strong momentum. To take even better advantage of that momentum, we'd like to strongly recommend inclusion, review and exploration of additional arms-length options to ensure a full discussion of choices for recreational amenities. Demonstrating inclusion here not only increase our options-it also can help significantly in terms of selling and gaining alignment to final recommendations.

Non Moso Open Space by Palos Colorados
Under the idea of listing all options for consideration, including non town owned property which your process has included to date, we believe the substantial Non Moso Open Space with acres and acres of space around the Palos Colorados development should be analyzed for a host of recreational amenities including but not limited to a Sports Fields (Note-Not suggesting a change to the pre-planned Palos Development, but rather the Open Space around it, See pictures below).

The Wilder development in Orinda has 5 beautiful Sports Fields and a Clubhouse paid for from the development fees. Also that area has greater and steeper sloping hills than the Palos Colorados area, environmental challenges and is zoned a Very High Fire Hazard area. Yet they found a way (See pictures below)!

St Mary's/Campolindo-Joint Shared Facilities
Secondly, let's fully explore joint facility options with St Mary's and Campolindo. While I have seen references to this, the options are conceptual without additional details around amenities or locations.

Schools have natural needs and uses for recreational amenities and facilities as does our Community, so a joint use opportunity as an option seem appropriate. Further, this option minimizes potential noise or related issues with nearby residential areas which can be an undesirable side effect of certain amenities. It would also appear to have the opportunity to be more economically and operationally viable.

Conclusion
As the Recreational Master Plan process moves into the Draft Recommendation process, it's critical to have all options identified as fully as possible to make appropriate choices of which amenities to recommend, their costs, operations and where.

And to be clear, we are not recommending these items as the "answer" of where to locate recreational amenities, but rather one of several "options" to be considered.

Please consider analyzing these options before the recommendation process ends in order for the best recreational decisions for our wonderful Town.

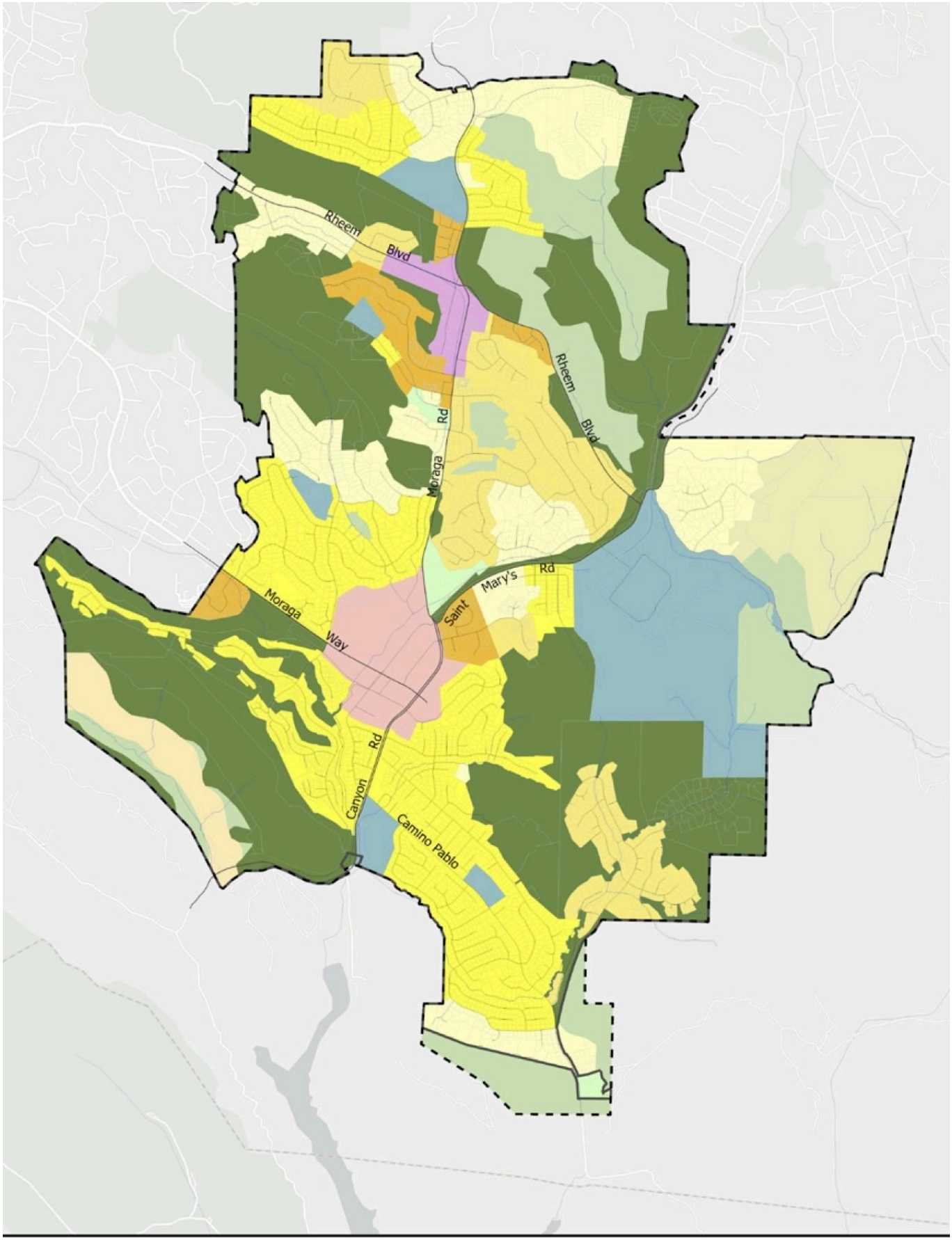
Thank you!

Brian Meyers
Bobbie Preston
Steve Hammond
Cathy Oden
Bill Carman

Mark Coppejans
Mike McCluer

First Picture, Non Moso Open Space in light green, Palos development in pale yellow, both at top right (Town Website).

Then several Wilder Sports Field pictures in Orinda.


Rheem Blvd
Rheem Blvd
Moraga Rd
Moraga Way
Mary's Saint Rd
Canyon Rd
Camino Pablo
Town Limits
Sphere of Influence
Streams
Streets
Parcels
Residential
Rural (0.2 DUA)
Low (1 DUA)
Low (1.5 DUA)
Low (2 DUA)
Mixed Use
Moraga Center
Rheem Center
Open Space
Moraga Open Space (OSM)
Town of Moraga, Californi
General Plan Update


Low (3 DUA)
Medium (6 DUA)
Open Space (OS)
Parks
Other
Public/Institutional
N
0 0.25 0.5 1 Mile









Mike McCluer
PH 925-586-1224
Sent from my iPad

Outlook

Rancho Laguna park

From Claudia McCaffery <claudmcc@comcast.net>
Date Tue 6/23/2026 10:48 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>; sbrady@moraga.ca.us <sbrady@moraga.ca.us>

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Dear Mayor and Members of the Town Council,

Rancho Laguna Park has been part of my family's life for many years. I raised my three children with daily visits to that park, and now I return there with my three grandchildren to enjoy its open space, beauty, and calm — the kind of place where children can run, play, explore, and simply be children.

That is why I believe Rancho Laguna Park should be preserved as it is, not converted into a more intensive sports facility with pickleball courts, athletic lighting, a formal soccer field, or similar uses.

Rancho Laguna's importance is not measured by any one feature. Its appeal is the overall setting — a rare open, green, and peaceful space where people can walk, exercise, gather with family, let dogs run, enjoy the trees and trails, and simply be outdoors without the feel of a built-up sports complex. That balance is what makes the park special, and it is exactly what should be preserved.

Adding pickleball courts, lights, or a formal sports field would fundamentally change the character of the park. It would bring more traffic, parking pressure, noise, scheduled use, evening activity, and lighting into a quiet neighborhood park that currently serves many different users in a flexible and natural way.

There is also a serious safety concern. Rancho Laguna sits at the end of Camino Pablo, in an area with limited access and limited evacuation options – there is only one way out. The Town's own hazard and fire-planning documents identify the wildfire risk in this area as high to very high. Before the Town even considers adding uses that would

draw more cars and people into this area, it should first conduct a serious review of wildfire evacuation, traffic, parking, and emergency access.

This is not simply opposition to new recreational facilities. If Moraga needs more pickleball courts, fields, lighting, or other active sports facilities, the Town should study locations better suited for those uses, including school fields, Moraga Commons, or the West Commons area.

Rancho Laguna's strength is its current character: open, green, shaded, quiet, flexible, and connected to trails and open space. That character should be protected.

I respectfully ask the Town Council to remove Rancho Laguna Park from consideration for pickleball courts, sports lighting, a formal soccer field, or similar intensive uses, and to focus instead on locations better suited for active sports facilities.

Thank you for listening to me.

Claudia.

Outlook

Fw: Rancho Laguna Park

From Public Comment <publiccomment@moraga.ca.us>
Date Wed 6/24/2026 12:03 PM
To Amy Heavener <aheavener@moraga.ca.us>

Amy Heavener, CMC (she/her)
Town of Moraga, Town Clerk
329 Rheem Boulevard Moraga, CA 94556
Phone: 925-888-7022 |Email: aheavener@moraga.ca.us

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From: Tim McCaffery <tjm@mhfirm.law>
Sent: Tuesday, June 23, 2026 5:12 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>; sbrady@moraga.ca.us <sbrady@moraga.ca.us>
Subject: Rancho Laguna Park

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Dear Mayor and Members of the Town of Moraga Council:

I am writing to express my strong **opposition** to the possibility of adding pickleball courts, sports lighting, a formal soccer field, or other similarly intensive recreational uses at Rancho Laguna Park.

As I understand there may not yet be a formal plan before the Town Council. However, because these ideas are being discussed, I believe it is important for nearby residents and park users to raise concerns early in the process.

Rancho Laguna Park is not an empty or underused parcel waiting to be repurposed. It is already one of the Town's most valuable, flexible, and naturally beautiful public spaces. In its current configuration, the park provides a large multi-purpose lawn, outdoor exercise and fitness equipment, extensive shade trees, a small outdoor performance area, access to hiking trails, access to open space and conservation areas, a newly constructed butterfly sanctuary, a playground shade structure, and an off-leash dog park.
In other words, Rancho Laguna already provides many of the very amenities residents identified as important in the Town's own parks survey.

That is why I am concerned that the survey results, as presented, do not fairly capture the value of Rancho Laguna Park in its current form. The results appear to separate each of Rancho Laguna's existing amenities into individual categories — multi-use trail system, walking trails, open space and conservation areas, multi-purpose lawn, shade trees, outdoor exercise/fitness equipment, playground shade structure, and outdoor performance space. By breaking those amenities apart, each existing feature appears less significant, while a single proposed new use, such as "pickleball courts," appears as a stand-alone priority.

That framing is misleading when applied to Rancho Laguna Park. Residents are not choosing between one isolated amenity and another. At Rancho Laguna, the existing park experience is the combination of these amenities. The lawn, trees, trails, open space, conservation areas, fitness equipment, playground, performance area, dog park, and butterfly sanctuary work together to create a flexible, quiet, natural, multi-use community park. When those existing features are considered together, the survey supports preserving the park's current character rather than converting portions of it to more intensive, single-purpose recreational uses.

Pickleball courts, sports lighting, and a formal soccer field would materially change the character of the park. These uses would likely bring increased traffic, parking pressure, noise, scheduled use, evening activity, lighting impacts, and loss of flexible open space. Pickleball in particular creates a distinctive and repetitive sound that carries. Sports lighting would extend activity into the evening and affect nearby homes, wildlife, and the natural setting of the park.

There is also a serious wildfire-safety and evacuation concern. Rancho Laguna Park is located on at the very end of Camino Pablo, in an area where access is constrained and where residents depend on limited two-lane roads for evacuation and there is **only one way out**. This concern is not speculative. The Town's own 2024 Hazard Mitigation and Moraga-Orinda Fire District CalVTP fuel-break document describes the project route as extending around Rancho Laguna Park and states that wildfire hazard risk in the vicinity is considered "**high**" to "**very high**."

Given those official findings, the Town should not add traffic-generating, parking-intensive, or evening uses at Rancho Laguna without first conducting a serious wildfire evacuation, traffic, parking, and emergency-access analysis.

I also want to be clear: this is not simply a "not in my backyard" objection. If the Town truly needs more playing fields, a swimming pool, pickleball courts, or other active recreational facilities, then the Town should study the best locations for those amenities. Rancho Laguna Park should not be treated as the default location simply because it has open space. There appear to be other, better, less intrusive, and potentially more cost-effective options. The Town should fully evaluate options such as a partnership with St. Mary's College, greater use or acquisition of existing school fields, the unused acreage at Moraga Commons, and the West Commons area, which appears to have better parking and is far less defined by quiet neighborhood, trail, and open-space use. Those locations may be much better suited for active sports facilities, courts, lighting, parking, and scheduled recreational programming. Rancho Laguna Park's value lies in its current character: open, green, shaded, flexible, natural, and connected to trails and open space. It serves walkers, families, children, dog owners, fitness users, hikers, neighbors, and residents seeking quiet outdoor recreation. That character should be protected, not diminished.

I respectfully request that the Town Council preserve Rancho Laguna Park in its current general configuration and remove it from consideration as a location for pickleball courts, sports lighting, a formal soccer field, or similar intensive recreational uses. If the Town wishes to pursue those amenities, it should first conduct a transparent comparison of alternative sites that are better suited for active sports facilities and less disruptive to existing park users, nearby residents, emergency access, open space, and the natural character of Rancho Laguna.

Thank you for each of your efforts on behalf of the Town.

Regards;

M|H

Timothy J. McCaffery, Esq.
McCaffery|Hosking LLP
1575 Treat Blvd., Suite 101
Walnut Creek, CA 94598
d: 510.610.8709
f: 925.705.7131

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Outlook

Fw: Plans for Rancho Laguna Park

From Public Comment <publiccomment@moraga.ca.us>
Date Wed 6/24/2026 12:42 PM
To Amy Heavener <aheavener@moraga.ca.us>

Amy Heavener, CMC (she/her)
Town of Moraga, Town Clerk
329 Rheem Boulevard Moraga, CA 94556
Phone: 925-888-7022 |Email: aheavener@moraga.ca.us

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From: rachelasmithras@gmail.com <rachelasmithras@gmail.com>
Sent: Wednesday, June 24, 2026 12:14 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>; Public Comment <publiccomment@moraga.ca.us>
Subject: Plans for Rancho Laguna Park

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To the Town of Moraga City Council,
I am a resident, parent, and voter in the Town of Moraga. I am opposed to the developments currently being considered for Rancho Laguna Park and believe that alternative locations should be explored for these projects.
The proposed developments would have significant impacts on the surrounding community. The introduction of artificial lighting could adversely affect local wildlife and the natural character of the park. The addition of pickleball courts is likely to increase noise levels in an area that is currently

valued for its peaceful environment. In addition, these facilities will attract increased traffic from outside Moraga, further complicating evacuation routes and emergency access during wildfire events - an issue that is already a concern for many residents.

I am also concerned that many residents are not fully aware of the scope of the proposed plans. In speaking with neighbors and other community members, I have found that numerous residents were unaware of the developments under consideration. Decisions that have a meaningful impact on our community, environment, traffic, and quality of life should be supported by robust public outreach and meaningful opportunities for resident input.

I respectfully request that the Town make every effort to ensure that all residents are adequately informed about these proposals and are given the opportunity to express their views before any final decisions are made.

Thank you for your consideration.

Sincerely,

Rachel

Rachel A. Smith
255 Paseo Bernal
Moraga, CA 94556


Virus-free.www.avg.com

Outlook

Fw: Town Council - Rancho Laguna Park

From Public Comment <publiccomment@moraga.ca.us>
Date Wed 6/24/2026 12:43 PM
To Amy Heavener <aheavener@moraga.ca.us>

Amy Heavener, CMC (she/her)
Town of Moraga, Town Clerk
329 Rheem Boulevard Moraga, CA 94556
Phone: 925-888-7022 |Email: aheavener@moraga.ca.us

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From: David Melkonian <dmelkonian@vmstaffing.com>
Sent: Wednesday, June 24, 2026 10:00 AM
To: swoehleke@moraga.ca.u <swoehleke@moraga.ca.u>; Lisa Maglio <lmaglio@moraga.ca.us>; Brian Dolan <bdolan@moraga.ca.us>; khillis@moraga.ca.u <khillis@moraga.ca.u>; Graham Thiel <gthiel@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>; sbrady@moraga.ca.us <sbrady@moraga.ca.us>
Subject: Town Council - Rancho Laguna Park

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Dear Mayor and Members of the Town Council,

As a longtime Lamorinda resident and current Moraga resident, I am writing to ask that Rancho Laguna Park be preserved in its current form.

For many years, this park has been part of my family's life. I used it when my children were young, and now I regularly bring my grandchildren there. They especially enjoy the playground, swings, and open grassy areas

where they can simply run around and enjoy being outside in a peaceful setting. They also enjoy bringing their dog to the park, which is an important part of their experience and something they look forward to when visiting.

What I've always appreciated about Rancho Laguna is that it already serves so many different purposes for the community without needing to be heavily developed. It is a popular place for dog walkers, families, picnics, and people who just want to enjoy the trees, trails, and quiet open space.

My concern is that adding pickleball courts, sports lighting, athletic fields, or other more intensive facilities would change the character of the park in a way that can't really be undone. It would feel more like a sports complex than a neighborhood park.

I am also very concerned about traffic and safety. Rancho Laguna Park is located near the end of Camino Pablo, and access is already limited. Any increase in use would add traffic to an area that already experiences significant congestion, particularly along Camino Pablo near Camino Pablo Elementary School and Joaquin Moraga Intermediate School, especially during school drop-off and pick-up periods.

Before any decisions are made, I would really like to know whether the Town has fully looked at the traffic, safety, and environmental impacts of a change like this, given the location and existing congestion.

Rancho Laguna Park is something our community already uses and values as it is. I hope the Town will preserve its current character and evaluate other locations that are better suited for active sports facilities, particularly those with better roadway access, parking capacity, and distance from neighborhood-serving open space.

Thank you for your time and consideration.

Sincerely,

David Melkonian
Chief Operating Officer

cell 925.413.5936
office 925.297.6200 ext.704
fax 888.900.8123

1100 Moraga Way, Suite 108, Moraga, CA 94556, U.S.A.

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Outlook

Rancho Laguna

From Robert Teachenor <rteach3@gmail.com>
Date Wed 6/24/2026 12:50 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>

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Dear town council,
I'm a father of two young boys, a Moraga resident of five years, and I vote.

I do not want any changes made to Ranch Laguna Park, unless it is to completely fence in the dog park. I volunteer with the Moraga Monarch sanctuary. Please stop your plans to install a pickle ball court or a soccer field. Moraga is a quiet town where people move in to raise their children in a safe and quiet neighborhood. We don't need attractions here, we don't need more traffic.

Please direct your efforts to improving our infrastructure, paving our roads and parking lots, developing a safe and effective evacuation plan in case of wildfire, and minimizing development.

I know that isn't sexy and doesn't get headlines, but that's what we want here.

Regards,
Robert Teachenor
7 Carr Dr
Moraga, CA

Outlook

Saving Rancho Laguna Park

From ylefort <ylefort@comcast.net>

Date Wed 6/24/2026 12:57 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>; Mackenzie Brady <mbrady@moraga.ca.us>

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Dear Town Council and Staff,

I live on Larch Avenue in Moraga and vote in the Town of Moraga. I do not support the proposed developments for Rancho Laguna Park. I walk around the park every day and value it for its natural and quiet setting.I play pickleball at the Lafayette Community Center rink, and this is a great location for the sport. I do not want a pickleball court or any other sports field at Rancho Laguna. I want to keep it just the way it is. Many groups, including Scouts, camps, and schools, also benefit from the park.

Please include this email as part of the record for tonight's Town Council meeting.

Sincerely,

Yvonne Lefort

Outlook

Discussed development of Rancho Laguna Park

From Mike Bernhardt <larchmike@gmail.com>
Date Wed 6/24/2026 1:42 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>; Mackenzie Brady <mbrady@moraga.ca.us>

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Although I am aware that nothing has formally been proposed yet for Rancho Laguna, I want to express my strong feelings about the possibility. Despite the conclusion of the study showing that Moraga has below-average sports and developed recreational facilities, the reality is that they are already here. Campo has tennis courts and Saint Mary's has even more of them. There are sports fields galore at the various schools. Moraga should work to negotiate partnerships for those facilities, not build new ones in a park that everyone in our section of Moraga loves just the way it is. In addition, you will likely have to contend with the many neighbors who won't want the noise.

People move to Moraga partly for the "semi-rural character" that the Town promotes. It has that character not just because it's surrounded by hills, but because of the green spaces like Rancho Laguna. I love walking from my home to and around the park almost every day because of how peaceful it is there, especially with the new butterfly garden. Please ensure that it remains quiet and relatively undeveloped.

Thank you,

Mike Bernhardt
1242 Larch Ave

Outlook

Town Council Comment 6/24

From calmcc7@gmail.com <calmcc7@gmail.com>

Date Wed 6/24/2026 1:55 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>; Public Comment <publiccomment@moraga.ca.us>; Town Clerk <townclerk@moraga.ca.us>

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Dear Mayor, Town Council Members, and Town Staff,

I am writing as a concerned neighbor of Rancho Laguna Park, a father of three young children, and a dog owner who uses the park regularly.

I grew up in Moraga, attending Camino Pablo, Joaquin Moraga, and Campolindo (Class of 2011). After a decade away, my wife (also a Campo graduate) and I returned in 2021 to raise our family here.

My family uses Rancho Laguna Park every week. My children play on the playground and open grass field, we meet friends there regularly, and we use the dog park multiple times each week. The dog park is one of the few dedicated spaces in town where residents can exercise their pets and connect with neighbors. For many families, Rancho Laguna is already one of Moraga's most valuable community spaces.

That is why I am concerned by the proposed master plan. Replacing open green space and the dog park with a soccer field and pickleball courts would fundamentally change the character of the park and diminish many of the qualities that make it special.

I am also concerned that meaningful community input came too late in the process. Despite living near the park and using it regularly, I did not receive notice until June 2026. Before major changes are made, the Town should fully understand how the park is currently used and valued by residents.

If additional athletic fields or pickleball courts are needed, alternative locations such as school properties, St. Mary's, and portions of Moraga Commons should be thoroughly evaluated before sacrificing one of the few remaining natural, family-oriented parks in town.

As a parent raising young children in Moraga, I believe our community should preserve the open spaces, playgrounds, and gathering places that families already use and cherish. If families like mine are the future of Moraga, why are we removing one of the places our families use most?

I respectfully ask the Town Council to remove or pause the current Rancho Laguna proposals and pursue a more thorough evaluation of both the park's existing use and alternative locations.

Thank you for your consideration and please include this as part of the record for the June 24th, 2026 Town Council meeting.

Sincerely,
Calvin McCaffery

Outlook

Town council comment June 24th

From Katie McCaffery <katiemccaff11@gmail.com>
Date Wed 6/24/2026 2:03 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>; Public Comment <publiccomment@moraga.ca.us>

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Dear Mayor, Town Council Members, and Town Staff,

Please include this comment as part of the record for the June 24th meeting.

I am writing as a mother of three children under the age of five who lives within walking distance of Rancho Laguna Park.

I am concerned by the proposal to replace portions of this natural, family-oriented park with a soccer field and pickleball courts. I use this park every week, if not everyday. I meet my mom friends to watch our kids play, we walk our dog down to the park and chat with our neighbors. We visit the butterfly sanctuary and play pretend in the outdoor theater. We attend birthday parties and events there on the weekends. It is a huge part of my family's life. For us and many other families, Rancho Laguna is one of Moraga's most valuable community resources.

I am also concerned about the environmental impact of replacing natural open space with additional development. One of the things that makes Rancho Laguna unique is its connection to the surrounding landscape and wildlife. Open green space, natural grass, mature trees, and habitat for local animals all contribute to the character of the park. Once those features are lost, they cannot easily be replaced.

The proposed plan would also remove or significantly impact the dog park, one of the few dedicated spaces in Moraga where residents can exercise their dogs and connect with neighbors. The dog park serves a different purpose than athletic fields or pickleball courts, and its value to the community should not be overlooked.

The impact on nearby neighborhoods should also not be overlooked. My mother lives in MCC and can hear players hitting the ball and yelling all day from their pickleball courts. Neither soccer nor pickleball is a quiet sport. As someone who lives close to the park, I believe increased traffic would create additional congestion and safety concerns on roads already used by families, school children, and local residents. Access to Rancho Laguna requires traveling through areas heavily used by children walking to and from school, and those impacts deserve careful consideration.

I grew up playing club soccer in Moraga and throughout Lamorinda. We never had an issue going to any of many already existing fields in the Lamorinda area. We regularly used existing fields at Campolindo, St. Mary's, and other facilities. If additional athletic fields or pickleball courts are needed, those and other alternative locations should be thoroughly evaluated.

Moraga is special because it balances recreation with open space and community character. Rancho Laguna's open space, peaceful setting, dog park, and connection to the surrounding landscape are what make it unique. Increased activity, traffic, noise, and additional development would fundamentally change the character of a park that already serves its community well.

In this day and age, we cannot take lightly altering an open space that allows us to feel close to nature while serving a large number of people in our community. These are spaces that we need to actively protect. I respectfully ask the Town Council to remove or pause the current Rancho Laguna proposals and pursue a more thorough evaluation of both the park's existing use and alternative locations.

Thank you for reading.

Sincerely,

Katie McCaffery

Outlook

RE: Feedback on Proposed Park Enhancements

From Mackenzie Brady <mbrady@moraga.ca.us>
Date Tue 6/23/2026 2:05 PM
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>

Dear Laura and Matt,

Thank you for your email and for continuing to participate in the PROS Master Plan process!

I appreciate the time you took to outline alternative approaches for expanding recreational opportunities in Moraga. Many of the ideas you raised are already being considered as part of the broader townwide analysis underway through the Master Plan process.

As we've discussed previously, there is currently no proposal for a new sports field at Rancho Laguna Park, nor have any lighted athletic facilities been proposed for the park. The Rancho Laguna concepts presented through the recent outreach effort have been limited to potential restroom replacement, 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. These concepts were presented for discussion and feedback and should not be interpreted as recommendations, proposed projects, or future Town actions. Additionally, should any future project ultimately be recommended through the Master Plan process, it would still require further community engagement, environmental review as applicable, funding identification, and future Town Council consideration before implementation.

With respect to athletic field capacity, the Town is already actively exploring opportunities to expand and strengthen partnerships with both the Moraga School District, Acalanes Union High School District, and Saint Mary's College. Evaluation of existing facilities, shared-use opportunities, and community access to recreational amenities is an important component of the PROS Master Plan process and has been discussed throughout the planning effort. You can read more about our exploration of Partnerships in the 2026 Needs Assessment starting on page 50. This document is on our Master Plan website: www.moragaplays.com.

The former swim and tennis club property you referenced has also been identified and considered as part of the broader inventory and analysis of recreational assets within Moraga. As with all facilities and properties, potential opportunities and constraints are being evaluated as part of the townwide planning effort, rather than focusing solely on any one park. The purpose of the Master Plan is to identify opportunities, constraints, priorities, and tradeoffs across the entire park and recreation system before any recommendations are developed. We appreciate residents sharing ideas such as these, and those suggestions will be considered alongside the many other opportunities being evaluated throughout the community.

I also wanted to note that some of the concerns raised in your recent correspondence appear to relate to concepts beyond those that have actually been presented for Rancho Laguna Park. As we've discussed in previous emails, there has been misinformation circulating. I would

encourage everyone to refer to the actual survey materials and information provided by the Town when discussing the Master Plan so that the conversation remains focused on the concepts currently being discussed. At this stage, the consultant team is still gathering and evaluating community input and has not developed final recommendations.

Lastly, as you know, in response to requests for additional Rancho Laguna Park neighborhood outreach, the Town mailed surveys and information to the 32 properties immediately surrounding Rancho Laguna Park. We appreciate your assistance in encouraging participation. The letter addressed to 1305 Knoll Drive was returned to the Town marked "Return to Sender" and "Unable to Forward," despite being mailed to 1305 Knoll Drive. Fortunately, you were still able to access the online survey and share the information with neighbors, which helped ensure nearby residents had an opportunity to participate.

Thank you again for your continued engagement. Your comments will be included in the public record and shared with the consultant team, Parks and Recreation Commission, and Town Council as part of the ongoing planning 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: Laura Koob <lauraykoob@gmail.com>
Sent: Tuesday, June 23, 2026 1:15 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>
Subject: Feedback on Proposed Park Enhancements

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Dear Parks & Rec,

Thank you for your continued work on recreational planning and for considering community input regarding the proposed changes to Rancho Laguna Park.

As a follow-up to our previous letter expressing concerns about the planned addition of a new sports field and pickleball courts at Rancho Laguna Park, we would like to offer several alternative approaches that we believe would better serve the community while preserving the unique character of one of Moraga's most valued parks.

Rather than constructing a new field at Rancho Laguna Park, we encourage the Town to explore a collaborative partnership model similar to those successfully implemented in neighboring Danville and San Ramon. Through joint-use agreements with local school districts, these communities have expanded access to athletic facilities, improved maintenance

standards, and increased field availability without requiring the development of new recreational facilities in established parkland.

Danville provides a particularly compelling example. The Town works collaboratively with the San Ramon Valley Unified School District to maintain and provide community access to athletic facilities located on school campuses, including Charlotte Wood Middle School, Diablo Vista Middle School, Los Cerros Middle School, Rancho Romero Elementary School, Vista Grande Elementary School, Green Valley Elementary School, Greenbrook Elementary School, Montair Elementary School, and Tassajara Hills Elementary School. These partnerships have allowed Danville to improve field quality, maximize utilization of existing facilities, and provide recreational opportunities for residents without sacrificing valuable parkland.

A similar partnership model could be explored in Moraga with both the Moraga School District and the Acalanes Union High School District. Rather than investing substantial resources in constructing a new field at Rancho Laguna Park, the Town could evaluate opportunities to improve and maintain existing school fields for broader community use. Investments in turf quality, drainage, irrigation, maintenance, scheduling, lighting where appropriate, and overall field management could significantly increase available playing capacity while benefiting multiple sites throughout the community.

Importantly, the proposed Rancho Laguna project appears to focus on creating additional facilities, whereas the Danville model demonstrates that communities can often achieve greater recreational capacity by improving utilization, maintenance, and access to existing facilities already serving residents. Before committing to irreversible changes at Rancho Laguna Park, we believe the Town should carefully evaluate whether these partnership opportunities could provide a more cost-effective and community-supported solution.

We also encourage the Town to reconsider the proposed location of additional pickleball courts at Rancho Laguna Park. While we recognize the growing popularity of pickleball and support efforts to expand recreational opportunities, there may be more suitable locations available.

One potential opportunity is the long-vacant swim and tennis facility located off Larch Avenue. Rather than introducing additional courts and associated impacts into Rancho Laguna Park, the Town could explore leasing, partnering with the property owner, or otherwise facilitating the reuse of this existing recreational site. Repurposing an underutilized facility for pickleball and related recreational activities would not only preserve Rancho Laguna Park but could also revitalize a dormant community asset and concentrate recreational development in a location already designed for that purpose.

We believe these alternatives merit careful evaluation before irreversible changes are made to Rancho Laguna Park. By pursuing creative partnerships and adaptive reuse of existing recreational assets, Moraga can expand recreational opportunities while preserving the natural beauty, open space, and neighborhood character that residents value so highly.

We respectfully request that the Council direct staff to evaluate these alternatives as part of its decision-making process and engage the community in a broader discussion regarding long-term recreational planning. We believe residents would welcome a comprehensive comparison of the costs, benefits, and community impacts of enhancing existing facilities versus constructing new facilities within Rancho Laguna Park.

Thank you for your consideration and for your service to the Moraga community.

Sincerely,

Matt & Laura Koob
Moraga, CA

Outlook

Plan for parks

From elainelind@comcast.net <elainelind@comcast.net>
Date Wed 6/24/2026 2:31 PM
To Public Comment <publiccomment@moraga.ca.us>

You don't often get email from elainelind@comcast.net. 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.

I am a Moraga resident since 1968. i have heard that it is a possibility that the pear orchard which currently exists at the corner of Camino Pablo and Canyon Road could be destroyed to make room for something such as a soccer field,

This is a very bad idea. whatever land use you need shouldn't be at the expense of this orchard. It is iconic of Moraga's roots and serves a valuable roll in our identity. Originally planted in 1913, it was diagnosed with fire blight in 2014. Beneficial pruning revived the trees and at the advice of UC Davis the orchard was fertilized for a few years. The trees thrived and the experts felt the trees would be productive for another hundred years. In 2024 local groups - the Moraga Lions, Moraga Kiwanis, Moraga Rotary, Parks Foundation and Community Foundation paid to professionally treat more fire blight and there are plans to repeat the process again in 2026.

Each year in August, volunteers gather to harvest the pears, always more than a thousand pounds, which are donated to local food banks. This is a unique and kind way for a community to help those in need and I don't believe there are many towns that reach out in such a generous way. I urge you to consider my comments, thank you, Elaine Lind

Meeting Date: June 24, 2026

TOWN OF MORAGA **STAFF REPORT**

To: **Honorable Mayor and Councilmembers**

From: **Scott Mitnick, Town Manager**

Subject: **Economic Development Update Report**

RECOMMENDATION

Receive an Economic Development Update Report.

BACKGROUND

On January 14, 2026, Town Council authorized entering into a professional services agreement with Kosmont Companies (Kosmont) to provide on-call real estate and economic development advisory services to the Town to facilitate private investment and the development and/or redevelopment of key properties throughout the community. Over the past few months, there has been development progress at the Rheem Shopping Center and in other parts of Town. Initial discussions with the Kosmont team have taken place. Town staff have also participated in several constructive meetings with local property owners, local business owners, real estate/development experts, and potential developers/businesses. There are several exciting development projects that are either underway or will start to take place over the next few months to several years.

DISCUSSION

The more detailed analytical work (including conducting a market site analysis, reviewing comparable redevelopment case studies, and preparing hypothetical development scenarios) is anticipated to commence over the next few months. Preparation of potential economic development tools and financial incentives for Town Council consideration will also take place. At the June 24, 2026 Town Council meeting, the Town Manager will provide Town Council with a broad overview of the economic development activities of the past six months and highlight what is anticipated over the next six months, and beyond.

FISCAL IMPACT

There is no fiscal impact associated with receiving this report. Project funding was included in the FY 2025-206 General Fund Budget.

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

- Request staff not to provide this update and future Economic Development Update Reports.

NEXT STEPS

Staff will continue to implement the Town’s Economic Development Program and provide updates to Town Council via internal memos, individual Councilmember meetings, and at future Town Council meetings. The next tentative Town Council meeting update is anticipated to take place on October 14, 2026.

SUPPLEMENTAL:

Meeting Date: June 24, 2026

TOWN OF MORAGA **STAFF REPORT**

To: **n/a**

From: **n/a**

Subject: **Supplemental Materials Received During the Meeting**

RECOMMENDATION

Supplemental Materials Received During the Meeting

ATTACHMENTS

JUN 24 2026 - Supplemental Documents

TOWN OF MORAGA

TOWN COUNCIL MEETING

June 24, 2026

Supplemental to Published Agenda

14: Supplemental

Updates Include:

- Information Sheet Distributed by Councilmember Steve Woehleke pertaining to Item 9B
- Packets provided to Councilmembers by a member of the public pertaining to Item 9B
- Presentation: Item 8A
- Presentation: Item 8B
- Presentation: Item 9A
- Presentation: Item 9B

Martinez, CA Pickleball Court Closure Over Noise and Complaints

Martinez, California's $1.5 million pickleball facility at **Hidden Valley Sports Courts** was permanently shut down in March 2026 after just over a year of operation, following persistent noise, parking, and traffic complaints from nearby residents The Dink +1.

Background

The eight converted tennis courts opened on **February 28, 2025**, funded largely by federal COVID-era relief grants www.prismnews.com. The project was intended to meet rising demand for pickleball, a sport that has grown rapidly in popularity nationwide. However, the courts quickly became a hotspot, drawing large crowds and amplifying the sport's distinctive paddle-ball sound.

Complaints and Issues

- **Noise**: Residents living as close as **50–100 feet** from the courts reported constant disruption from the rhythmic "popping" of paddles striking balls, with some describing it as "too loud" and exceeding municipal noise codes www.prismnews.com +1.
- **Parking and traffic**: Crowded street parking and occasional trash from gatherings were cited KTVU FOX 2 +1.
- **Hours violations**: Despite reduced operating hours and gate enforcement, players were reported breaking in during closed times www.prismnews.com +1.
- **Community impact**: A fall 2025 survey found **41%** of nearby residents said pickleball activity negatively affected their sleep www.prismnews.com +1.

Mitigation Efforts

City staff tried multiple measures, including:

- Designated playing hours
- Encouraging quieter paddles and balls
- Onsite signage and monitoring
- Locking/unlocking gates to enforce hours The Dink +1

These efforts failed to resolve the core issue: the courts' proximity to homes, which national research notes can lead to costly litigation in other cities KTVU FOX 2.

Final Decision

An **independent acoustical engineer** specializing in pickleball noise concluded that **no feasible mitigation** could address the noise impacts given the location The Dink +1. On **March 18–19, 2026**, the city council voted **4–0** (Vice Mayor absent) to close the courts permanently, with city employees immediately locking them and removing nets www.prismnews.com.

Aftermath

The closure leaves Martinez with no public pickleball courts, forcing players to travel to nearby cities like Concord, Walnut Creek, and Pleasant Hill KTVU FOX 2. The city is exploring alternative sites for future pickleball facilities, but the case has become a cautionary example of how noise concerns can derail even well-intentioned community sports projects pickleballing.co +1.

News List

Staff Recommends Discontinuing Pickleball at Hidden Valley Sport Courts

Post Date: 03/13/2026 11:46 AM

City of Martinez staff is recommending permanently closing eight pickleball courts located at Hidden Valley Sports Courts due to persistent noise and traffic/parking complaints from nearby residents. The courts opened one year ago following the conversion of former tennis courts into eight pickleball courts. As part of the same project, a new tennis court and a renovated half-court basketball court were also constructed. The improvements were predominantly funded through one-time federal COVID-era relief funding. The tennis courts and half-court basketball court would remain open for public use.

The recommendation will be presented to the Martinez City Council at its March 18th meeting, when the Council will discuss the item, hear public comment, and determine next steps.

The renovated courts opened on February 28, 2025, following conversion of the existing tennis courts. Since opening, the City has received ongoing neighborhood feedback regarding noise and adverse traffic/parking impacts, which included a neighborhood survey that was released last fall and also indicated significant negative impacts on the neighbors.

Over the past year, staff implemented multiple attempts to find a balance between pickleball players and nearby residents who complain about the sound of a solid paddle striking the hollow plastic ball, including:

- Installation of signage and parking advisories
- Two structured trial periods with revised operating hours
- New court-specific rules
- Encouragement of quieter equipment use, with volunteer enforcement
- A neighborhood survey of residents within 500 feet of the courts
- Implementation of an ambassador program with volunteers helping to reinforce rules

The City's Community and Recreation Services staff have been managing the implementation of these measures, including the locking and unlocking of court gates to ensure reduced court hours were honored.

Staff also engaged an independent acoustical engineer with expertise in pickleball, who provided guidance on sound mitigation measures that could be feasibly implemented at the sport courts. After analyzing the court's design and operations, the engineer did not identify any mitigation measures that would adequately resolve the noise impacts given the courts' proximity to neighboring residences.

"Based on the ongoing operational challenges ar  ns over compatibility of these pickleball courts in a residential setting, City staff is recommending d ation of pickleball at this location," said Michael

Chandler, City Manager. "We invite public comment about this recommendation to help the City Council determine next steps."

The City Council will consider the staff recommendation at its March 18th meeting. Members of the public are encouraged to attend or provide comment. The staff report and participation options can be found on the meeting agenda.

Return to full list >>

The New York Times https://www.nytimes.com/2023/06/30/sports/pickleball-noise-complaints-lawsuits.html

Shattered Nerves, Sleepless Nights: Pickleball Noise Is Driving Everyone Nuts

The incessant pop-pop-pop of the fast-growing sport has brought on a nationwide scourge of unneighborly clashes, petitions, calls to the police and lawsuits, with no solution in sight.

By Andrew Keh Audio produced by Alyssa Schukar
Reporting from Arlington, Va.

June 30, 2023

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It sounded like popcorn warming in a microwave: sporadic bursts that quickened, gradually, to an arrhythmic clatter.

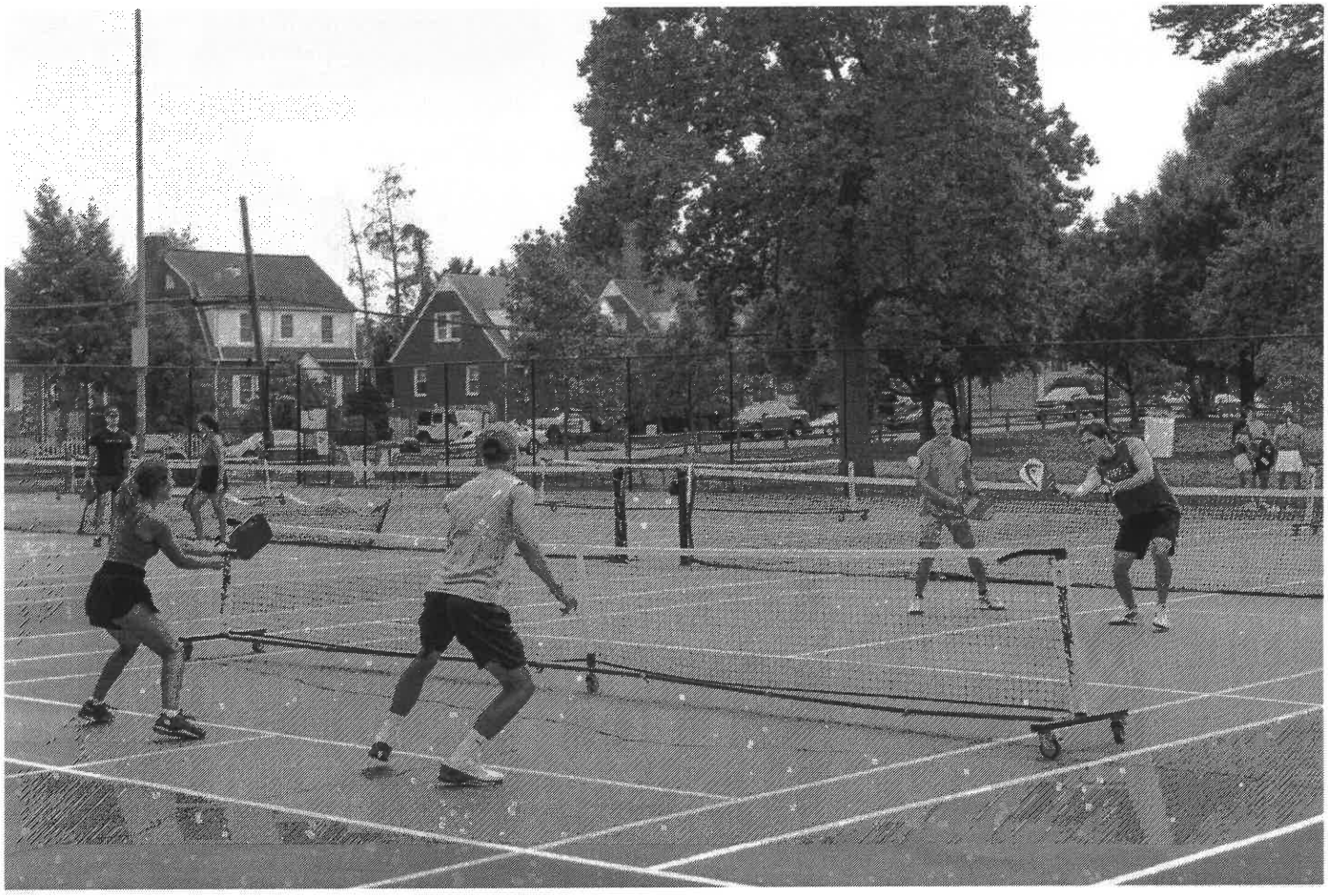
"There it is," Mary McKee said, staring out the front door of her home in Arlington, Va., on a recent afternoon.

McKee, 43, a conference planner, moved to the neighborhood in 2005 and for the next decade and a half enjoyed a mostly tranquil existence. Then came the pickleball players.

She gestured across the street to the Walter Reed Community Center, less than 100 feet from her yard, where a group of players, the first of the day, had started rallying on a repurposed tennis court. More arrived in short order, spreading out until there were six games going at once. Together they produced an hourslong ticktock cacophony that has become the unwanted soundtrack of the lives of McKee and her neighbors.

"I thought maybe I could live with it, maybe it would fade into the background," she said of the clamor, which began around the height of the coronavirus pandemic and now reverberates through her home, even when her windows are closed. "But it

never did."



Pickleball at the Walter Reed Community Center is played on repurposed tennis courts. Jason Andrew for The New York Times

York Times

Sports can produce all kinds of unpleasant noises: referees' whistles, rancorous boos, vuvuzelas. But the most grating and disruptive sound in the entire athletic ecosystem right now may be the staccato *pop-pop-pop* emanating from America's rapidly multiplying pickleball courts.

The sound has brought on a nationwide scourge of frayed nerves and unneighborly clashes — and those, in turn, have elicited petitions and calls to the police and last-ditch lawsuits aimed at the local parks, private clubs and homeowners associations that rushed to open courts during the sport's recent boom.

The hubbub has given new meaning to the phrase racket sport, testing the sanity of anyone within earshot of a game.

"It's like having a pistol range in your backyard," said John Mancini, 82, whose Wellesley, Mass., home abuts a cluster of public courts.

"It's a torture technique," said Clint Ellis, 37, who lives across the street from a private club in York, Maine.

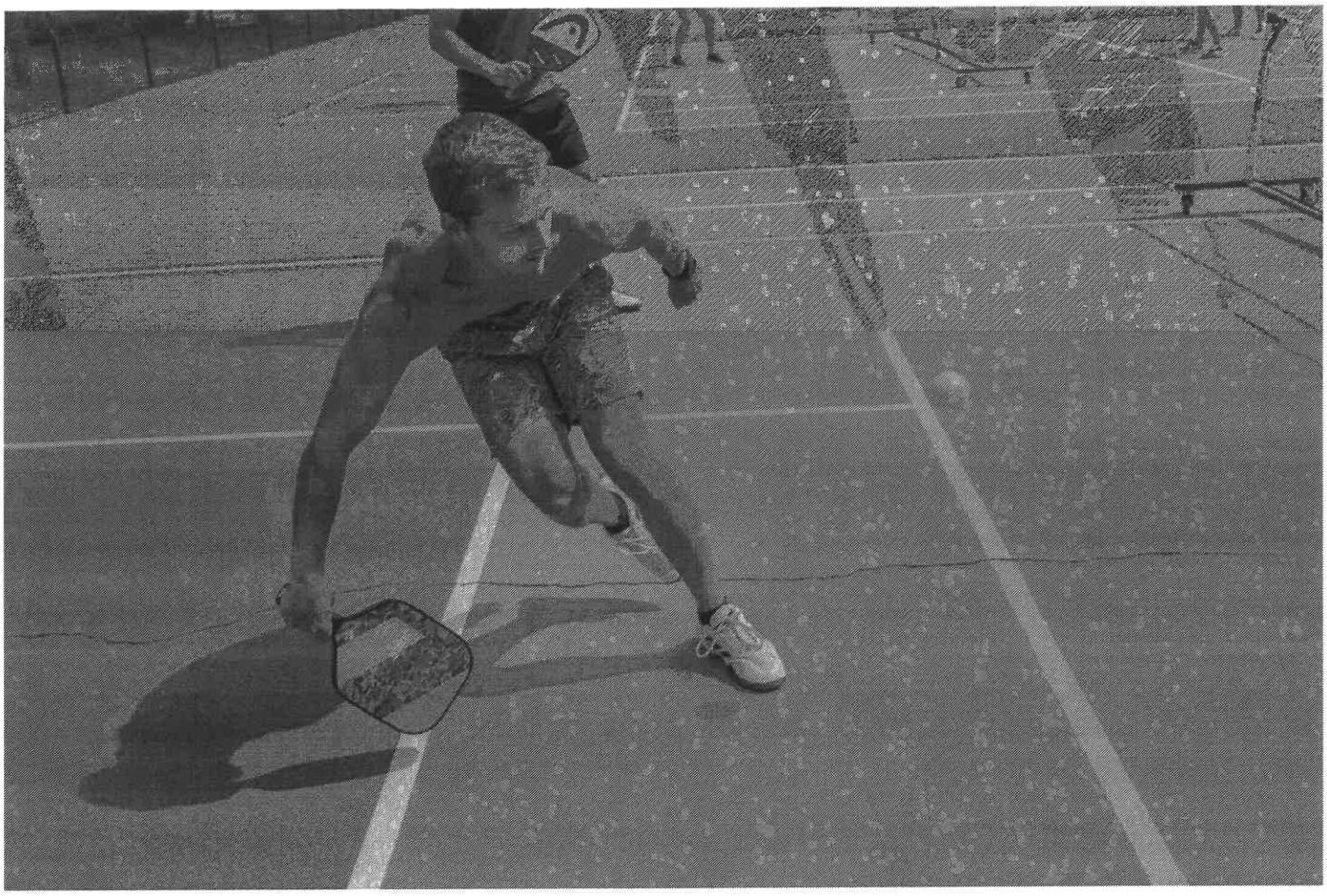
"Living here is hell," said Debbie Nagle, 67, whose gated community in Scottsdale, Ariz., installed courts a few years ago.

Modern society is inherently inharmonious — think of children shouting, dogs barking, lawn mowers roaring. So what makes the sound of pickleball, specifically, so hard to tolerate?

For answers, many have turned to Bob Unetich, 77, a retired engineer and avid pickleball player, who became one of the foremost authorities on muffling the game after starting a consulting firm called Pickleball Sound Mitigation. Unetich said that pickleball whacks from 100 feet away could reach 70 dBA (a measure of decibels), similar to some vacuum cleaners, while everyday background noise outside typically tops off at a "somewhat annoying 55."

But decibel readings alone are insufficient for conveying the true magnitude of any annoyance. Two factors — the high pitch of a hard paddle slamming a plastic ball and the erratic, often frantic rhythm of the smacks — also contribute to its uncanny ability to drive bystanders crazy.

"It creates vibrations in a range that can be extremely annoying to humans," Unetich said.



Hayden Sealander, 26, reaches for a ball while playing. Jason Andrew for The New York Times

These bad vibrations have created an unforeseen growing pain for pickleball, which emerged from relative obscurity in recent years to become the fastest-growing sport in the country.

The sounds were even dissected last month at Noise-Con 2023, the annual conference of North American noise control professionals, which featured an opening-night session called "Pickleball Noise."

"Pickleball is the topic of the year," said Jeanette Hesedahl, vice chair for the conference.

The same story, the same jarring sound, has echoed across American communities like rolling thunder.

Sue-Ellen Welfonder, 66, a best-selling romance novelist from Longboat Key, Fla., once enjoyed listening to the singing birds and the gentle swish of trees during her daily walks — her "soul balm time" — through a local park. The *thump-thump* of a tennis match never bothered her, either. But the arrival of pickleball this spring, she said, shattered her idyll.

"Pickleball has replaced leaf blowers as my No. 1 noise nuisance," said Welfonder, who has been sketching the outlines of a new novel, set in the present day, with a couple of pickleball-loving characters: "I'm making them really nasty people."

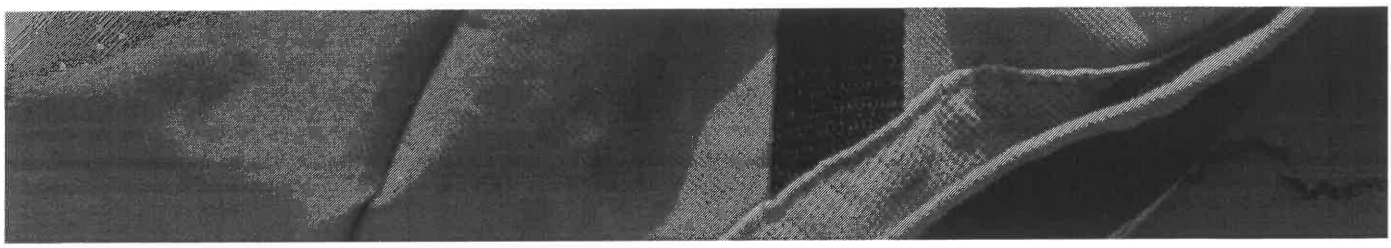
The complaints were equally dramatic at a Feb. 6 city council meeting in West Linn, Ore., where residents have been vexed by the constant click-clacking from Tanner Creek Park.

"One of our neighbors who lived directly across from the courts and was dying from cancer noted the pickleball noise was worse than his cancer," Dan Lavery, a West Linn resident, said at the meeting. "Sadly, he recently passed."

Scores of similarly suffering Americans are finding their way to a rapidly growing Facebook group, also started by Unetich, where upward of 1,000 frazzled users exchange technical advice, let off steam and engage in a sort of group therapy.

"We try to keep it civil," Unetich said, "because it gets pretty emotional."

A few lessons have crystallized within the group. Soundproof barriers — a go-to solution for many at first — can be expensive and are often improperly deployed. New paddles and balls designed to dampen noise have had marginal uptake among players. Moving pickleball far away from human life may be the only surefire solution — but many are slow to reach that conclusion, which presents its own hurdles.



Jason Andrew for The New York Times

Irritated homeowners, as a result, often resort to fighting pickleball courts in the courts of law.

Last year, Rob Mastroianni, 58, and his neighbors in Falmouth, Mass., filed a lawsuit against their town claiming that the courts near their homes violated local sound ordinances. They won a temporary injunction, which has closed the facility for now. By then Mastroianni had already sold his house and moved to a different part of town to escape the noise.

"I was Google Mapping the new house, making sure there were no courts nearby," Mastroianni said.

In Arlington, McKee and her neighbors around the community center are waiting to see what happens next. They shared their pain with the county, which for now appears to be moving forward with plans to spend close to $2 million to make the pickleball courts permanent.

The players there sympathized with the residents' plight — but only to an extent.

"If I had that home, I'd be mad, because it is annoying — it's obnoxious," Jordan Sawyer, 25, a dietitian from Arlington and an avid player, said between games this month. "But I don't feel bad because I want to play, and this is the best place to play. Honestly, I just feel like it's unfortunate. It's unlucky for these people."

Sawyer described herself as a "rule follower." But McKee and the others recounted being woken up at 3 a.m. by middle-of-the-night pickleball matches. Another time they listened to a player banging a tambourine on the court, apparently to taunt those who had complained.

Armand Ciccarelli, 51, who often walks his dog, Winona, around the community center, said that anybody downplaying pickleball noise should try hearing it for 12 hours a day.

"I know this seems like a small thing in the grand scheme of the world, where we're dealing with big things, like climate change," Ciccarelli said. "But, as you can see, it's a nationwide problem."

Kitty Bennett contributed research.

Andrew Keh is a sports reporter in New York. He was previously an international correspondent based in Berlin and has reported from more than 25 countries.

A version of this article appears in print on , Section A, Page 1 of the New York edition with the headline: A Sport Played With Paddles Can Generate Quite a Racket

ICBEN
14 - 18 June 2026
Copenhagen

15th ICBEN Congress on
Noise as a Public Health Problem

Pickleball: A growing source of community noise

Kathleen Romito[1], Jamie Banks[1]

1. Quiet Communities, Inc., Lincoln, MA, USA

Corresponding author's e-mail address: kathleen@quietcommunities.org

ABSTRACT

Pickleball, an increasingly popular racquet sport worldwide, produces a loud, distinct popping sound with each hit of the ball. A typical set of 4 outdoor pickleball courts may expose neighbors to more than 30,000 repetitive "pops" per day, several days a week. Even with doors and windows shut, pops are often audible inside nearby homes. A national online pilot survey of 264 communities, designed to purposefully explore the impacts on residents, found that pickleball noise negatively affects quality of life and leads to health concerns. A content analysis of public statements about the impacts of pickleball noise found that nearby residents may experience severe distress, trauma- or PTSD-like symptoms, anxiety, sleep disruption, and hearing "phantom" popping sounds in the absence of pickleball play. Chronic exposure to noise repeatedly activates the body's stress response which may be exacerbated by other secondary stressors, like powerlessness to control the noise and conflicts between neighbors and players. Time-averaged A-weighted decibel metrics are not appropriate for assessing the impacts of this type of impulsive, high-event-rate noise. A multidimensional approach incorporating appropriate decibel metrics, number of noise events, duration of exposure, and relevant non-acoustic factors is required to understand the impacts of pickleball noise on health and quality of life.

INTRODUCTION

Pickleball is an increasingly popular racquet sport played worldwide with hard paddles and plastic balls that produce loud "pops." These repetitive impulse sounds introduce a new and distinctive source of unwanted and potentially harmful noise in residential environments, exposing residents living near busy courts to thousands of sharp "pops" each day. An audio recording of the noise from 4 pickleball courts can be heard at https://doi.org/10.5281/zenodo.15566001 [1].

In the US, more than 18,000 new courts were built in 2024 [2], exposing residents in many communities to repetitive impulsive noise The conflicts that have erupted over pickleball noise have been covered in hundreds of news reports, generated countless social media posts, and led to approximately 200 legal claims in the United States [3]. Similar issues are emerging in Singapore, Vietnam, Canada, India and Australia where the sport has also become popular. In the Netherlands, noise from padel, a similar racket sport producing repetitive impulse noise, is subject to environmental noise regulations and has prompted the development of a padel-specific guidance document [4]. In Spain, a club owner was imprisoned for subjecting nearby residents to excessive noise from padel in violation of the country's legal noise limits [5].

Pickleball produces an impulsive sound when the racket makes contact with the ball. The sound has a rapid onset of 1-2 millisecond (ms) short duration that repeats, echoes, and reverberates in a high-density fashion for another 20 milliseconds, as shown in Figure 1 (Willis).

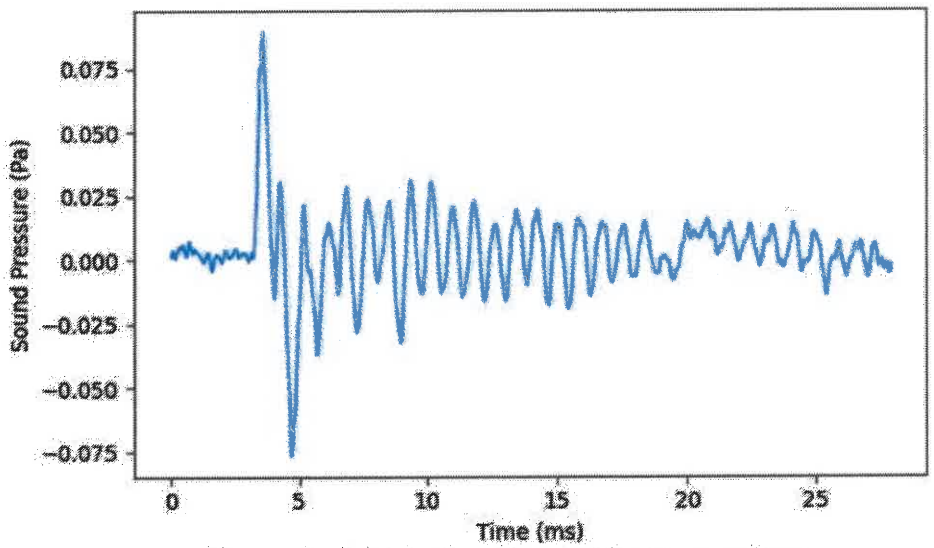


Figure 1. Pickleball noise sound pressure trace.
Reproduced with permission from Lance Willis, Spenderian and Willis, Tucson, AZ

Pickleball pops have been measured courtside at 69.7 dBA LAeq, 92.2 dBA LAS max and 115.6 dBC LCpeak [6]. Additional acoustic factors that may affect perception of pickleball noise include its spectral frequency (Hz), number of noise events, and cumulative exposure.

The pickleball pop captures listener attention, with an average peak frequency near 1200 Hz, similar to the frequencies used in vehicle backup alarms. Each busy court produces approximately 900 pops/hour [7]. Courts are often open 10-12 hours per day and a set of busy courts can produce more than 20,000 individual pops (noise events)/day, as shown in Figure 2.

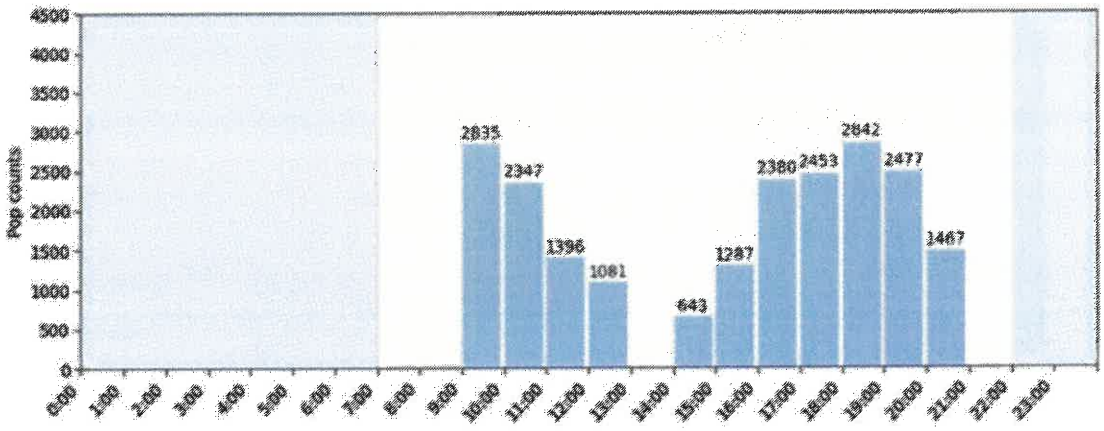


Figure 2. Pops per hour at 4 pickleball courts, Total of 21,208 total pops in one day. Reproduced with permission from NoiseNet US Operations, Brisbane, Australia.

Pickleball noise is a local, community experience. Apart from the sound that is generated, non-acoustic factors such as social conflict, perceived unfairness, or the residents' inability to quiet their homes may also contribute to adverse impacts of noise.

Few, if any, studies have examined the effects of long-term exposure to impulsive noise on the general public. This paper synthesizes findings from three recent studies to characterize the impacts of long-term exposure to pickleball noise: a content analysis of publicly reported health concerns [8], a pilot community survey of 264 impacted neighborhoods [9], and a thematic analysis of non-acoustic factors contributing to pickleball noise annoyance [10].

REPORTED HEALTH CONCERNS

The link between environmental noise and adverse health outcomes is well-established. Consistent with this, the recent analysis of self-reported health concerns specific to pickleball noise also highlighted significant health issues. A self-reported sense of trauma, feeling tortured, and/or severe distress was noted frequently by people who spoke publicly about their concerns with pickleball noise. Examples of comments categorized as severe distress include "The pain, suffering and mental anguish is unbearable" and two reports of suicidal thoughts related to the noise. Disrupted sleep, hearing phantom pops (i.e. hearing pops when no one is playing), elevated blood pressure and mental health concerns were other concerns frequently mentioned by residents living near courts [8]. See figures 3 and 4.

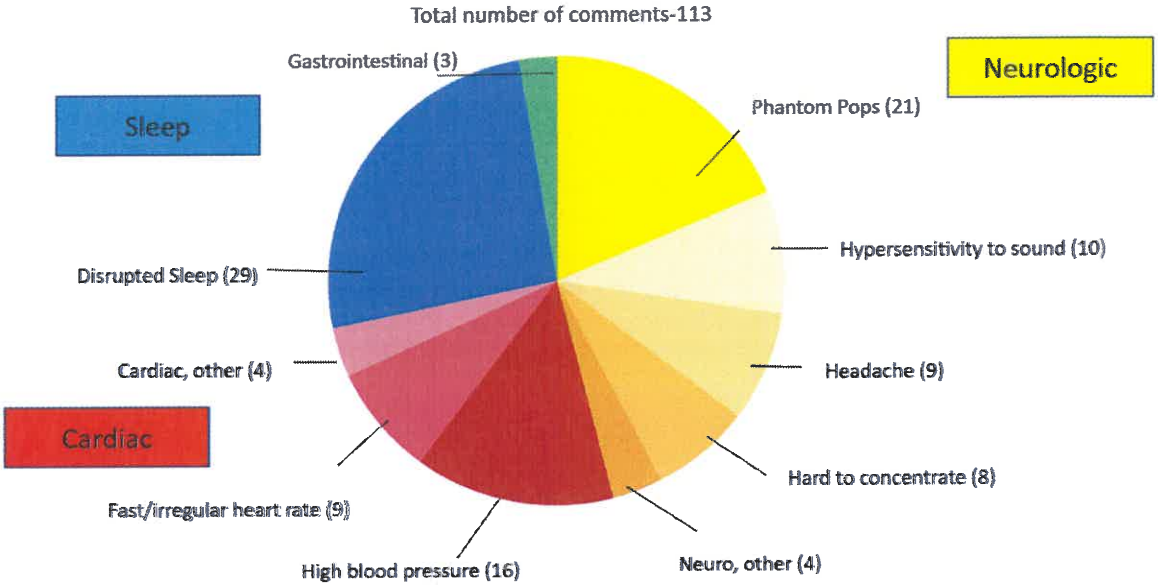


Fig. 3. Self-reported physical symptoms from pickleball noise exposure

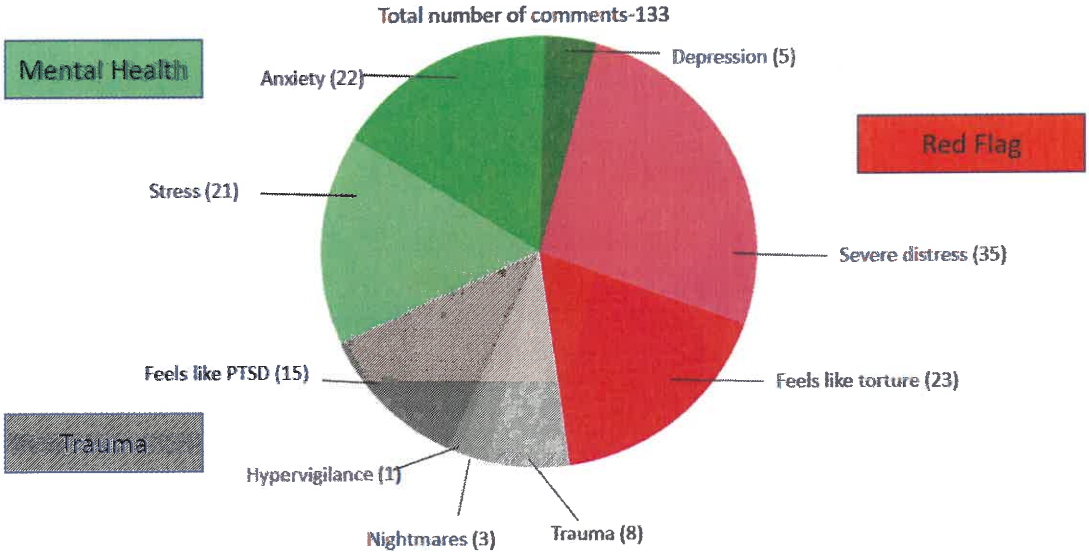


Fig. 4. Self-reported psychological symptoms from pickleball noise exposure

COMMUNITY PILOT SURVEY

A community pilot survey of residents living within 10-1000+ feet of pickleball courts evaluated impacts from pickleball noise on health, daily life, and community experience.

More than 90% of respondents reported health concerns related to pickleball noise. The most commonly reported health concerns included an intense emotional or physical reaction to the noise (70.3%), elevated blood pressure (60.5%), hearing phantom pops (58.4%), and disrupted sleep (50.9%).

Almost 8 in 10 (79.9%) respondents reported that pickleball noise frequently or always impacted their ability to feel calm at home. Nearly 3 in 4 (73.6%) reported they could hear the noise inside their home or workplace and close to 2 of 3 (64.0%) reported they could hear pickleball noise at night (after 6 pm). The majority (58.3%) of impacted residents reported potential exposure to more than 70 hours of pickleball noise per week at their homes.

Participants reported being unable to enjoy their homes, gardens, or outdoor spaces, and many have altered routines or even relocated to avoid the noise. Comments frequently describe an ongoing sense of intrusion— *"I cannot think, I cannot concentrate, I can't do anything in my house"* and a feeling that they are being driven indoors or away from home.

Some reported major life decisions such as delaying retirement or giving up hobbies, because of the noise. Over half of respondents have either already moved or want to move or have moved part-time from their homes due to the noise.

The disruption from the noise affected relationships both at home and in the community. Almost 6 in 10 (58.8%) respondents reported stress on family relationships and almost 7 in 10 (69.9%) respondents reported stress on relationships with friends or neighbors due to the noise. Eight in 10 (81.2%) survey participants reported a loss of trust in authorities and more than 7 in 10 (72.4%) reported fear of being harassed for speaking out about the noise [9].

NON-ACOUSTIC FACTORS

A thematic analysis of public statements identified six recurring patterns of non-acoustic factors associated with pickleball annoyance and provided representative examples.

- impacted daily activities
- perceived fairness
- trust in authorities
- social conflict
- perceived control
- fear

Residents frequently described being unable to enjoy their homes. One legal filing stated, *"nearly 70% of ...waking hours are subject to the constant barrage"* while another resident described spending "*countless hours hanging around the local public library, thrift shopping, basically loitering...to stay away from home*".

Perceived unfairness and loss in trust is a recurrent theme expressed by residents as illustrated by a lawsuit claim: "*When presented with this clear evidence of community concern, (Parks and Rec) Director Holloway dismissively stated that the petition with 25 neighborhood signatures 'didn't mean anything to him' ".*

One media account documented ostracization and "*houses being graffitied, physical threats, and even a story of how someone used their car to nudge a woman for complaining"* while another resident described a neighbor having *"her brand-new tires slashed after speaking with pballers…. you really can put your safety at risk*" [10].

DISCUSSION

The reported health impacts from pickleball noise, (e.g., elevated blood pressure, sleep disturbance, anxiety and trauma-like responses) are consistent with extensive scientific evidence on the ability of noise to trigger the body's stress response. Noise stimulates the amygdala and activates the autonomic nervous system leading to inflammation and oxidative stress, resulting in damage to the vascular endothelium [11]. Chronic activation of this response increases the risk of cardiovascular, cerebrovascular, and metabolic harms as well as of mental health disturbances like anxiety and depression [12,13].

Impulse noise produces an "additional stress effect" compared with steady-state sound [14] and U.S. ANSI standards recommend a 5–12 dB penalty for impulsive noises [15]. Repeated exposure to unpredictable, uncontrollable impulsive sounds, such as pickleball, may amplify the physiologic stress response.

Many of the reported health effects from pickleball noise align with prior noise research, but some neurological and psychological effects may be more severe than previously reported. Hearing phantom pops may represent a trauma-related reactivity or a form of noise-induced tinnitus. For some, the phantom sounds are associated with sleep disruption and, for others, have lasted for weeks or months after moving away.

The potential for pickleball noise to trigger trauma-like responses warrants further consideration. Self-reported trauma or PTSD-like symptoms, along with frequent descriptions of "torture", severe distress, hypervigilance, and pickleball nightmares all suggest substantial responses to the noise. The most commonly reported health concern by survey respondents was an intense emotional or physical reaction to the noise (70.3%), a question designed to screen for a possible trauma-like response. Concern about a trauma-like response is further validated by the two-thirds (66.0%) of survey respondents who reported extreme concern about impacts from

pickleball noise on veterans and individuals with PTSD, the highest among vulnerable groups listed on the survey [9].

While research has demonstrated that non-acoustic factors can explain up to a third of the variation in noise annoyance [16], they may play an even larger role with pickleball, where the sound is personal, neighborhood-based, and discretionary. Pickleball noise substantially disrupts daily life for neighbors nearby, negatively impacts interpersonal relationships, and contributes to social conflict. These factors may further heighten physiological stress responses in neighbors, potentially contributing to adverse health outcomes.

While there is no published research evaluating the prevalence of noise impacts from pickleball, one California town recently surveyed all residents living within 500 feet of courts; 41.4% reported the noise had negatively affected sleep, relaxation, work-from-home, or neighborhood experience [17]. The experiences reported by neighbors are clearly very stressful and meet common definitions of an environmental nuisance: interference with the comfortable enjoyment of life or property.

WORKING TOWARDS SOLUTIONS:

Effective mitigation of pickleball noise requires a multi-dimensional approach that reflects how communities actually experience sound. Decisions about court placement should extend beyond decibel levels to include lived experience.

Loudness (decibels) alone only moderately predicts annoyance [18] and if unpleasant sounds and/or patterns persist, lowering the sound level is not associated with lower annoyance levels [19]. Preliminary results from a detailed statistical analysis of the community pilot survey shows that using acoustic barriers, despite lowering decibel levels, do not improve residents' ability to enjoy their homes. Other acoustic characteristics (e.g. impulsivity, frequency of events, irregularity, and total duration) must be considered alongside non-acoustic factors such as noise intruding into one's home and social conflict, both of which strongly shape human response.

Additionally, the preliminary results from statistical analysis demonstrate that increased setback distance provides the most consistent benefit, correlating with improved residential enjoyment. Accordingly, policy should prioritize appropriate siting of courts and proactive efforts to reduce community conflict, with quieter equipment as a secondary, targeted measure.

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Pickleball noise and conflict: It's not just the decibels

Kathleen Romito – kathleen@romitoresearch.org

Quiet Communities, Scientific Advisory Board, BOISE, ID, 83703-1000, United States

Stephanie Knudson, Charles Leahy

Popular version of 1pNSc6 – Reevaluating Pickleball Noise Assessment: The Case for Integrating Non-Acoustic Annoyance Factors
Presented at the 189th ASA Meeting
Read the abstract at https://eppro02.ativ.me//web/index.php?page=Session&project=ASAASJ25&id=3986248

–The research described in this Acoustics Lay Language Paper may not have yet been peer reviewed–

Pickleball is a wildly popular sport, with over 36 million players nationwide. The hard paddle strike on the plastic ball creates a distinctive pock-pock-pock sound that players find invigorating, but neighbors living close to courts experience as irritating at best. HOAs and recreation districts are retrofitting tennis courts into pickleball courts to meet popular demand, but too often these courts are located very near homes.

There are countless reports documenting neighbors' complaints and efforts to decrease the decibel level of pickleball play with noise barriers and quiet equipment. Many acoustics professionals are aware of other acoustic factors besides decibels such as impulsivity, frequency (Hz), and number of noise events per unit time that play a role in how humans perceive sound.

The context around a sound also plays an important role in how humans perceive sound. These are called non-acoustic factors. This study looks at the the pervasive non-acoustic effects related to long-term exposure to pickleball noise. It turns out that it's not just about the decibels.

People who can hear pickleball noise in their homes ("neighbors") have provided a wealth of personal accounts of non-acoustic factors affecting their lives. From 2023 to 2025, the authors closely analyzed news reports, social media, podcasts, Zoom recordings of public meetings, and legal filings pertaining to pickleball noise. We identified six categories of non-acoustic factors that contribute to neighbors' distress.

1. Social conflict: The nature of these conflicts is widespread and includes face to face

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harassment as well as name calling/threats on social media towards those who speak up about the noise problem (e.g. Karens, crybabies, busybodies, whiners, ridiculous, entitled...).

2. Fear: Neighbors, even those who don't speak out, report fear of harassment. Residents also fear the effects on their physical and mental health the longer they are exposed to the noise. One man was so disturbed by his auditory hallucinations that he and his wife went on a hunger strike to try to stop the noise.



Ryerson Chiawan fasted to protest the noise from pickleball courts near his home in Canada. (Handout)

3. Negative impact on daily activities: Neighbors report being forced to leave their homes for hours or days at a time. They stop opening windows, stop using their yards, and stop having guests over. They report being unable to enjoy a sense of peace inside their own homes.

> *The harsh and disturbing noise from pickleball enters my home 11 hours per day, 7 days per week, 365 days per year.* Ball, Facebook, 2023

4. Loss of locus of control: In one recent survey of >260 communities, almost 3 out of 4 living within 1000 feet of courts reported being able to hear the noise inside their homes. In an effort to gain some sense of control, some people wear noise cancelling headphones in their own homes or spend lots of money on new windows. But even these efforts do not resolve the situation, leaving residents feeling like they have no control over their own lives at home.

> *So these people are suffering through an alarm going off every 8 seconds for 10 of their waking hours. The difference being of course , you can turn off your alarm clock. No one in these neighborhoods can turn off the sound of the pickleball courts,* Flamm, The Dink, 2024

5. Loss of trust in authorities: Neighbors report that authorities, even after hearing

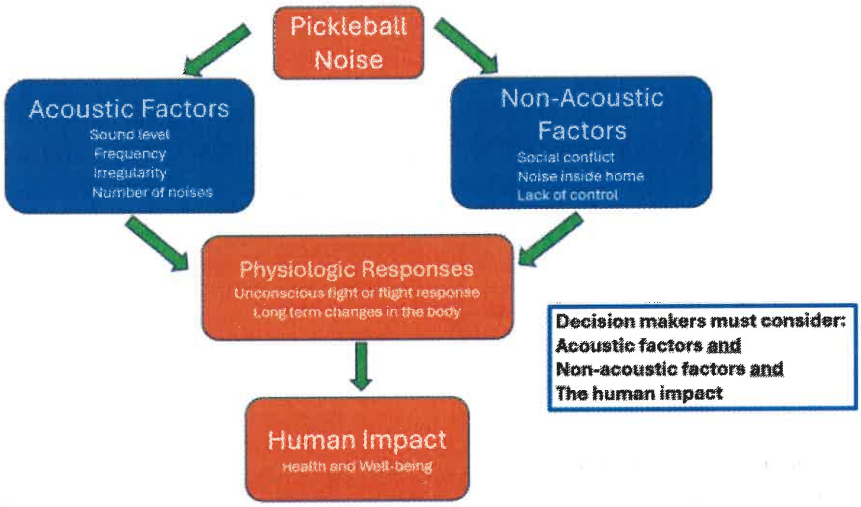
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about the impact on the neighbors, often don't take action to move or close courts with the explanation "we can't make everyone happy."

> *When presented with this evidence of community concern, the director of Parks and Recreation, Doug Holloway, dismissively said "That just doesn't matter to me." Dougherty vs City of Boise*

6. Perceived unfairness. Neighbors express a sense of injustice when the majority's desire for a specific type of recreation seems to outweigh the minority's right to be able to enjoy their homes in peace.

Why is this important? Because research shows that the context around a noise affects how much that noise impacts people. (See ISO technical specification 16755-1).



Pickleball noise is not merely an issue of sound and decibels; it's a complex psychosocial public health phenomenon that impacts communities to an extent not previously documented. The data clearly show that courts in residential areas cause significant community discord. One solution may be to create formal policy on setbacks for pickleball court locations so players can enjoy their game in a location where neighbors are not affected.

Pickleball Courts in a Legal Pickle #ASA186

The Parasaurolophus' Pipes: Modeling the Dinosaur's Crest To Study Its Sound #ASA187 November 21, 2024Exploring the Impact of Offshore Wind on Whale Deaths #ASA187 November 21, 2024Hear This! Transforming Health Care with Speech-to-Text Technology #ASA187 November 21,...

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Media are invited to attend press conferences in person or virtually for presentations on Native American flute music, spider silk-inspired microphones, the adoption of Canadian accents by American hockey players, the courting calls of the emperor penguin, and more....

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National Task Force on Pickleball Noise

Updated March 9, 2026

Research and Facts

Benefits of Pickleball

Pickleball offers players a fun way to stay active while connecting with others. The game is easy to learn, inclusive, and provides low-impact exercise that benefits heart health, balance, and strength.

***1. Wildly popular**, pickleball continues to expand with more than 4000 new locations and more than 18,000 new courts in 2024. The benefits are clear--It provides healthy activity and social community for the players (1).*

***2. Pickleball helps create social connection.** Relatively easy to play on a small court, the game allows people of all ages and skills to play together, creating friendships and a strong sense of community. Regular play helps reduce loneliness and helps improve mental well being with social connection, and laughter (2,3).*

***3. The game is inclusive, accessible** and also encourages intergenerational mixing. For some, it provides a sense of purpose (especially post-retirement) with regular schedules and opportunities for mentoring.*

***4. Pickleball also provides healthy exercise** that improves heart health, balance, coordination, and strength while being easier on the joints than many court sports. The small court and doubles format keep players moving without excessive strain, making it accessible for a wide range of ages and fitness levels. And because it's fun and social, people tend to play regularly, which helps them stay active and maintain overall physical health (4).*

1. USA Pickleball, 2025
2. Pickleball and Social Isolation, Kurth 2025
3. Pickleball and Mental Health, Cerezuela 2023
4. Pickleball and Physical Health, Stroesser 2024

Acoustics

Pickleball noise goes beyond how loud a few pops sound to us. The impact is largely driven by the high number of sharp, impulsive pops that accumulate over time.

1. Measuring pickleball noise can be tricky. *There are several components to consider.*

2. Pickleball is impulsive *. Each pop is very short and loud, lasting less than 0.02 seconds (20 milliseconds). Studies show that impulsive sounds are more annoying than steady state noise and that an automatic physical stress response occurs after just 50 minutes of exposure. For these reasons, acoustic professionals recommend that pickleball noise, like other impulsive noise, is given an extra 5–12 decibel penalty for its impact (1,2,3,4).*

3. Pickleball is repetitive*. A busy set of four pickleball courts can create 30,000 pops/day. One tennis match creates about 500 impacts. (This assumes 5 hits per rally, 100 points per match). Research shows the more times a noise happens, the more people are affected by it (5,6).*

4. The pitch of pickleball pops *(about 1000-1200 Hz) catches our attention. Our brains are wired to notice that pitch or frequency—this is why vehicle alarms use that range and why pickleball pops are so noticeable (7).*

5. Long term exposure is a problem. *Eight in 10 surveyed neighborhoods are exposed to more than 50 hours of pickleball noise per week. Although it is commonly believed that people get used to noise over time, research shows that long-term exposure can actually make some noises more bothersome (8.9).*

6. Pickleball is <u>at least</u> four times louder than tennis. *Sound studies estimate the pops are roughly 20-30 decibels louder than tennis. Because decibels are logarithmic, every 10-decibel increase roughly doubles the perceived loudness.*

7. Accurate measurements of decibels are important. *Decibel measurements should indicate the distance from the source and the averaging time period used. The pickleball pop lasts a very short time; if the measured sound level is averaged over a longer time period, the reading will be falsely low. (See Recommendations for more information).*

8. Lowering the sound level *may not always resolve the issue after long term exposure to persistent, unpleasant noise. This may help explain why sound barriers may not work very well for people already exposed to the noise . Even quiet sounds, like a dripping faucet, can become extremely irritating when they repeat over and over (10).*

1. Centennial, CO report. Spenderian and Willis, 2023
2. Penalty for Impulse Noise. Rajala, 2020
3. Impulse Noise and Stress Effects. Radun, 2022
4. Penalty for Pickleball Impulse Noise. Storm, 2024
5. 79 Sound Studies Analyzed. Leahy, 2024
6. Number of Events/Annoyance. Quehl, 2006
7. SAE Auto Engineering Labs
8. Pickleball Survey of 264 Communities. Romito, 2025
9. Longer Noise Exposure Increases Sensitivity. Lefevre, 2020
10. Lower Sound Levels May Not Help. Genuit, 2018

Human Impact

Neighbors are reporting serious health concerns related to chronic pickleball noise. Many are also reporting severe disruption to their lives at home.

1. Pickleball noise can be heard inside *nearby homes. A survey of 264 communities with pickleball courts found that almost 3 out of 4 residents living near courts could hear the sound inside their homes. When people can hear noise inside their home, it has a greater impact (1,2).*

2. Residents are not able to enjoy being at home*. More than 8 in 10 surveyed neighbors report that they are frequently or always unable to converse, concentrate, or find peace in their homes because of the pickleball noise. Some report leaving their homes for hours at a time when people are playing. When daily activities are affected, the human impact from noise is much greater. (1,2)*

3. Pickleball noise is creating health concerns. *Chronic noise exposure can increase the chances of heart disease, sleep disruption, memory loss, and mental health issues. This happens because chronic noise activates our unconscious fight-or-flight response, setting off a harmful cascade of events in our body (3,4).*

4. The health concerns are serious. *More than 9 in 10 surveyed neighbors reported having a health concern related to pickleball noise. Concerns include: severe psychological distress,*

disturbed sleep, trauma and PTSD-like reactions, and hearing phantom "pops" when no one is playing. A few people have reported suicidal thoughts related to the noise. These concerns suggest that the unconscious stress response to the sound is turned on to a high level, without an "off button" (1,4).

5. People are having to move *because of the impact of the noise. About half of surveyed residents reported having to move or wanting to move because of the noise (1).*

1. Pickleball Survey of 264 Communities, Romito, 2025
2.ISO/TS 16755-1. "Acoustics — non-acoustic factors influencing the perception, interpretation and response to environmental sounds — Part 1: Definition and conceptual framework" (ISO, Geneva, Switzerland, 2025).
3. Noise as Health Hazard American Public Health Assoc. Statement, 2021
4.Health Effects from Pickleball Noise, Romito 2025

Community Impact

Pickleball noise can strain municipal resources, drive social conflict, and harm neighbors, with even greater impact on vulnerable populations.

1. Pickleball noise complaints require valuable municipal resources: *time, personnel, and money. Pickleball is now recognized as the number one trend requiring attention from Parks and Recreation departments across the country. City and town councils are devoting hours to contentious public hearings. Municipal legal teams are increasingly pulled into the fray; reportedly there have been more than 200 cases across the US (1,2).*

2. Chronic noise can be particularly harmful for certain groups *of people. It affects how well children learn in school and can cause agitation and lost sleep in people with dementia. Other vulnerable groups of people include the elderly, people working night shift, people with chronic illness, and people with certain cognitive or neurologic issues like autism. 90% of surveyed neighbors said they were concerned that pickleball noise could be harmful for veterans or people with PTSD (3.4.5.6.).*

3. Pickleball noise is causing conflict between players and neighbors*. More than 4 in 10 surveyed neighbors report actually being harassed for raising concerns about the noise. And more than 7 in 10 reported being afraid of being harassed. This conflict increases how neighbors are impacted by the noise and can require police and municipal resources to resolve (6,7).*

4. Poor communication between local decision makers and affected neighbors *contributes to how noise impacts the neighbors. Communities report being ignored, losing trust, and having their concerns minimized by leaders. This can lead to more stress and also more conflict (7). For example, when one Parks and Rec leader told a group that "their petition just did not matter to him", it increased anger, broke down trust, and eventually led to a successful lawsuit against the City (8)..*

1. Trends in Parks and Recreation, Jan 2026, p 36
2. Hillsborough County Commission, Josh Wostal 1:49:36
3. Noise and Children/Learning, Bronzhaft, 1981
4. Noise and Dementia, Janus, 2021
5. Vulnerable Populations, Van Kamp, 2013
6. Pickleball Survey of 264 Communities, Romito, 2026
7. Non Acoustic Factors in Pickleball Noise, Knudson, 2025 (in press)
8. Dougherty v. Boise 2025

Facts about mitigation

Adequate setbacks between courts and homes are the most effective way to prevent conflict and harm to neighbors. Sound barriers and quiet racquets/balls often fall short.

***1. Setbacks**: Early guidance, based only on sound levels (2023), recommended not placing courts within 100 feet from homes, even with sound barriers. When acoustic professionals began to account for the human impact of impulsive noises (2024), they recommended at least 250 feet of setback. As recent research increasingly shows harm occurring up to 1000 feet away (2025), health professionals and many cities are recommending larger setbacks.*

Recent research shows most concerns are from neighbors within 500 feet, though some residents up to 1,000 feet away still report serious problems, even with sound barriers in place.

Larger setbacks may also be needed where terrain carries sound—such as valleys or water—or near multi-story homes or where courts are located near schools, hospitals, or homes for older people. (1,2,3,4).

***2. Sound barriers:** Mass-loaded vinyl barriers—(e.g. Acoustifence, Acoustiblock) have quickly become a popular choice and they perform well in indoor lab tests. (P&Z article) But they appear to work less well in the real world. Almost 90% of surveyed neighbors, living from 10-1000 feet from courts with thick vinyl sound barriers reported the barriers did not help. Noise can travel over or around barrier edges and barriers do not address the repetitive or impulsive popping characteristics of the noise (3).*

***3. Quiet racquets and balls:** Although USA Pickleball has "quiet" equipment categories, the criteria for classification are not publicly available. Some of the "quiet balls" are noted to produce 81 db of sound on their website.*

Early research suggests that recommending use of quiet balls and racquets xxxxx Some neighbors report improvement specifically with the Librarian foam ball and OWL paddle and this combination has worked at two sites within 100 feet when strictly required and enforced. (Eisenhower, Denver and a private HOA). But, when no one is enforcing the use of quiet racquets and balls, most players continue using louder equipment (5).

4. Shorter hours:*Early research shows that limiting open hours at the courts does not resolve the concerns. Social conflict between players and neighbors increases and neighbors are still challenged by the noise in their homes for many hours per week(3).*

5. Why does mitigation fail? *Sound barriers require close attention for correct installation and often aren't maintained over the long term. Enforcement of quiet equipment is often not possible. A full analysis is available in Resources (6)*

1. Mitigation Pickleball Noise, Weyerman, 2023
2. Centennial , CO report, Spenderian and Willis, 2023
3. Pickleball Survey of 264 Communities, Romito, 2025
4. Vulnerable Populations, Van Kamp, 2013
5. Managing Pickleball Through Zoning, Leahy, 2025
6. USAPickleball: Quiet Category Equipment, accessed March 3, 2026
7. USAPickleball: About Equipment Evaluation, accessed March 3, 2026
8. Pickleball Noise Relief Facebook group
9. Mitigation Failure Analysis, Leahy, 2025 (in press)

FY 2026-27 Street Lighting Assessment District

Authorization to Levy Assessments

June 24, 2026

Item Summary

Public hearing and final levy resolution.
Assessment remains $58 per EDU.

Presented by

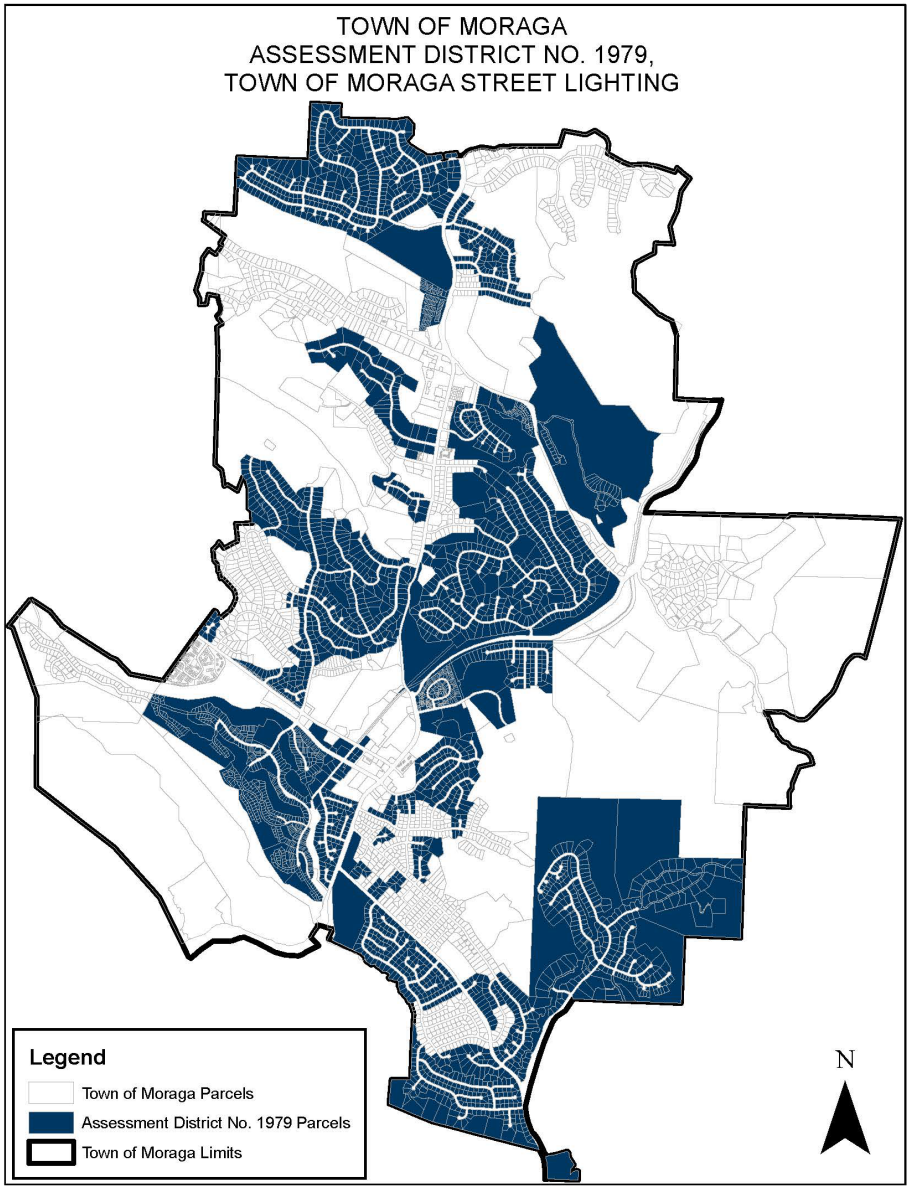
Nate Levine, PE, TE
Public Works Director/Town Engineer

Council Action Tonight

- Conduct the public hearing.
- Confirm the FY 2026-27 Engineer's Report.
- Approve the assessment diagram and assessments.
- Order the FY 2026-27 levy and collection.

CEQA: The levy action is not a project under Public Resources Code §21065 and CEQA Guidelines §15378.

Moraga Assessment District Map



District Overview

FORMED
1979

PARCELS in District
~4,200
within the Town

STREETLIGHTS
999
+ traffic signals

District-funded Services

- Operation, maintenance, and servicing of public streetlighting and traffic signals
- Annual assessments are collected through the County property tax roll
- Current levy remains $58 per EDU; (FY 2026-27 authorized maximum is $92.74)

FY 2026-27 Fiscal Summary

FY 2026-27 Fund Flow	Amount
Beginning fund balance	**~$541,000**
Estimated FY 2026-27 revenues	**$251,757**
Projected FY 2026-27 expenditures	**($276,095)**
Projected annual shortfall	**(~$24,300)**
Estimated ending fund balance	**~$517,000**

Key Takeaway

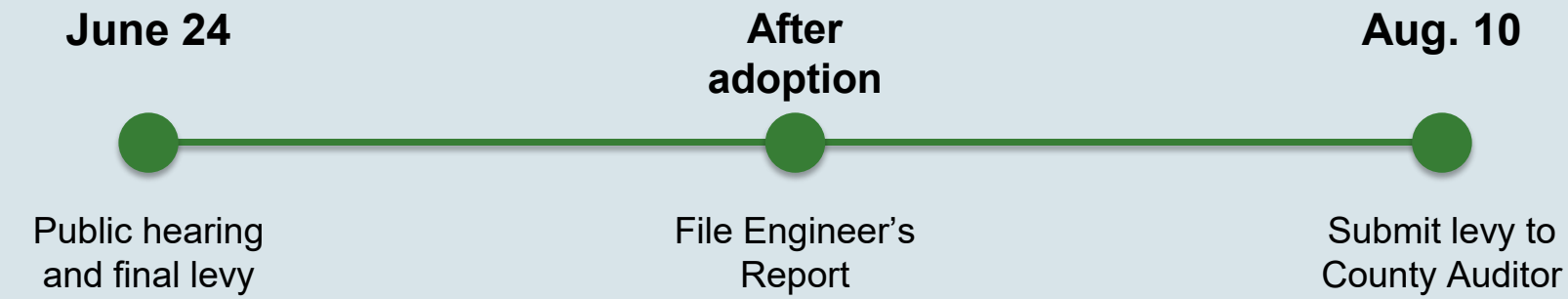
- FY 2026-27 expenditures exceed revenues by ~$24,300
- Fund balance covers this year's shortfall
- Staff will review reserves, O&M, and replacement needs

Recommendation and Next Steps

Recommended action:

- **Confirm the Engineer's Report**
- **Approve assessments and assessment diagram**
- **Order FY 2026-27 levy at $58 per EDU**

Next steps:



Questions?

Amendments to Chapter 8.124 (Accessory Dwelling Units), of Title 8 (Planning and Zoning) of the Moraga Municipal Code

Town Council Public Hearing | June 24, 2026

Presented by:
Cassius Carandang, Assistant Planner



Town Council Role:

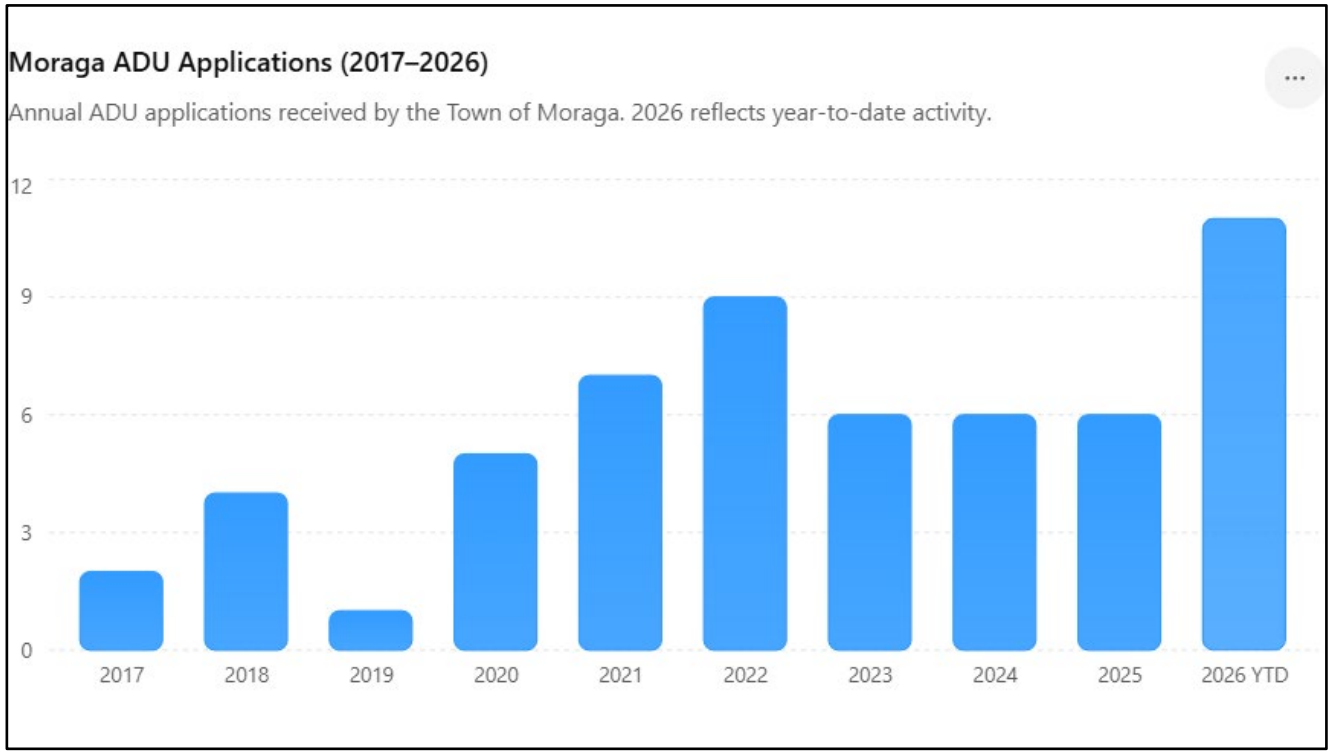
1. Review the proposed ADU ordinance amendments.
2. Ensure consistency with State ADU law and local planning objectives.
3. Receive findings supporting the ordinance amendment.

Staff's Recommendation:

- Waive the first reading and introduce an ordinance amending Chapter 8.124 (Accessory Dwelling Units) of the Moraga Municipal Code.

ADU Production Background (2017-2026 Data)

- **Approx. 57 ADU Applications** Submitted to the Town Since 2017
- **5.7 (approx. 6)** Average ADU Applications Per Year
- **687 sq.ft.** Average ADU Size in Moraga
- Currently: **11 ADU Applications** submitted in 2026 (YTD)



ADU Applications Received By Year (2017-2026)

Two Purposes:

Update Ordinance to Comply with Current State ADU Law

Improve Clarity and Consistency for the Public and Staff

Update Ordinance to Comply with Current State ADU Law

✓ Updated definitions and terminology

✓ New ADU/JADU general requirements, procedures and timelines

✓ Amnesty process for unpermitted ADUs built before January 1, 2020

✓ Maximum Number of ADUs Allowed on Multifamily Properties

✓ Updated setbacks, height, and impact fee standards

✓ Notable changes in parking standards

✓ Deed Restriction requirements

Improve Clarity and Consistency for the Public and Staff

✓ Removed “Administrative Adjustment” Provision (originally under MMC Section 8.124.170)

✓ Consolidated ADU/JADU Procedures Section under Article 1 (General Provisions)

✓ Renumbered Articles 1 – 5 reflecting insertions and deletions

✓ Updated cross-references, terminology, and code citations

June 2, 2026 Planning Commission Meeting

- **CalHDF Public Comment Received:** (Pre-Planning Commission), identified two inconsistencies with state law.
- **Supplemental Staff Report:** Shared with the Planning Commission & public prior to the hearing.

MMC Section 8.124.120: Development Standards for Streamlined ADUs and JADUs

✓ Clarified that owner-occupancy is required for JADUs only when sanitation facilities are shared.

✓ Removed front yard setback requirements for Streamlined ADUs.

- **Key discussion topics included:**

1. Potential future updates to local objective design standards for Standard ADUs.

2. Clarifications about removal of front-yard setback requirements for Streamlined ADUs (State Law Requirement).

General Plan Consistency

Land Use Element Policy LU-3.7: Accessory Dwelling Units

- **Policy Intent:** Allow ministerial ADU approval in all residentially permitted zones.

Housing Element Program 16 (ADU Production)

- **Policy Intent:** Producing ADUs in highest resource neighborhoods (1-DUA, 2-DUA, 3-DUA zoning).

Required Findings (MMC 8.12.100) (A-D)

(A) Consistent with the 2040 General Plan.

(B) Compatible with existing residential zoning districts.

(C) Demonstrates a community need.

(D) Promotes public convenience, good welfare, and zoning practice.

Fiscal Impact:

- No direct fiscal impact.
  - Administrative costs recovered by ADU Application Deposit ($1,800.00)
  - ADUs exceeding 750 sq.ft. are subject to Development Impact Fees

CEQA Status:

- This project is categorically exempt from CEQA, applies to adoption of local ADU and JADU ordinances.
  - Public Resources Code § 21080.17
  - CEQA Guidelines § 15282(h)

Public Notices:

- Notices published in East Bay Times on June 12, 2026, in accordance with Government Code § 65090 & 65091.

Next Steps (Timeline)



Recommended Action:

- Staff recommends that the Town Council waive the first reading and introduce an ordinance amending Chapter 8.124 (Accessory Dwelling Units) of the Moraga Municipal Code.

Alternatives:

1. Introduce the prepared ordinance, or;
2. Do not introduce the prepared ordinance and provide staff direction.

Pre-Approved ADU Program Launch in Partnership with Lafayette and Orinda

Town Council Department Report| June 24, 2026

Presented by:
Cassius Carandang, Assistant Planner



What is a Pre-Approved ADU?

Standardized, permit-ready ADU plan that has been reviewed in advance for applicable building and planning standards, requiring only site-specific review before a building permit can be issued.

ADU Accelerator Program – Moraga Grant Allocation

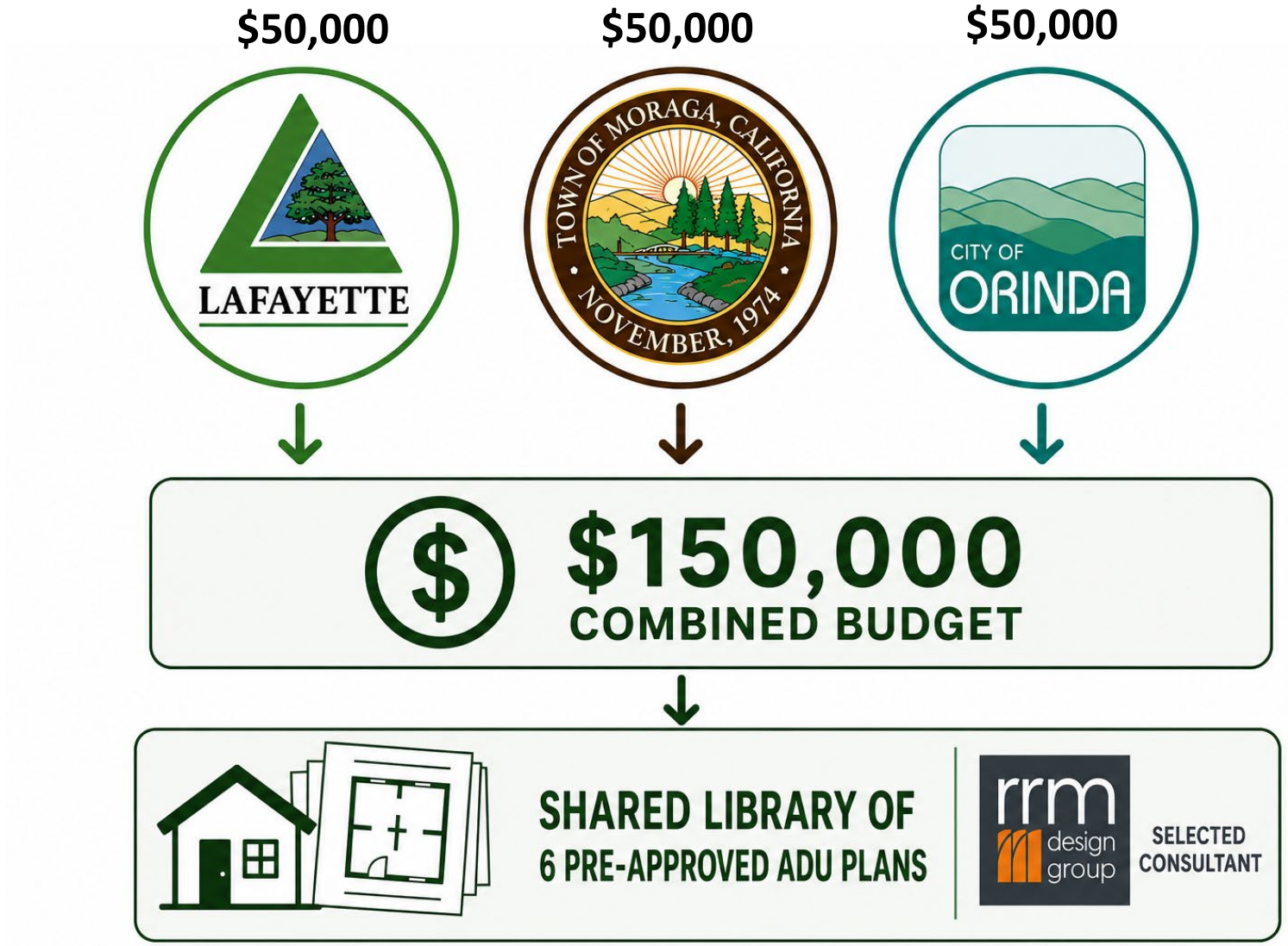
- **$2.5 million allocated** statewide.

- Program funded two initiatives ($ received):
  1. Financial incentives for ADUs ($31,385.63)
  2. **Developing pre-approved ADU plans ($50,000.00)**

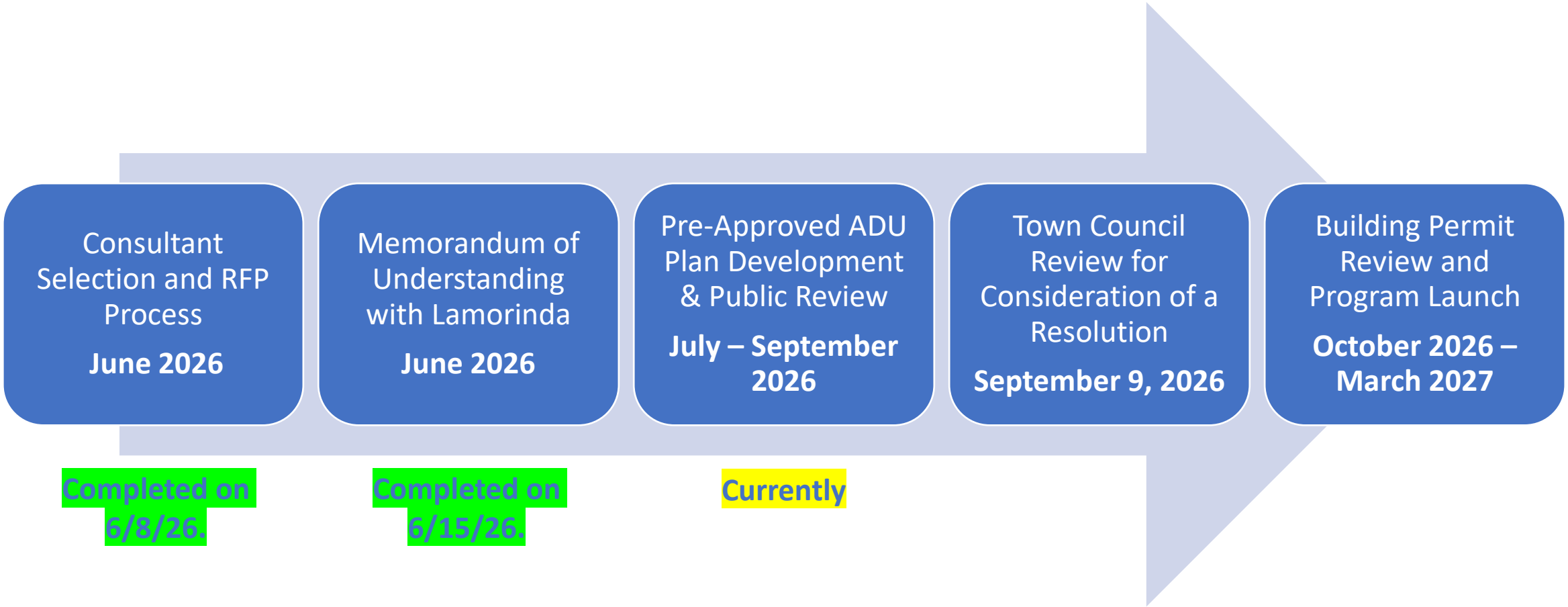


- **Council resolution required by September 30, 2026, to retain grant funding.**

Lamorinda Collaboration



Current and Future Project Timeline



Next Steps

Continue with Collaboration with Lafayette & Orinda

- Working under the MOU to develop the pre-approved ADU plans.

September 9, 2026 Town Council

- Returning to Council for consideration of a resolution approving the completed pre-approved ADU plans.



MORAGA PARKS, RECREATION + OPEN SPACE MASTER PLAN

Community Engagement Results

June 24, 2026

PURPOSE & AGENDA

PURPOSE

- Provide an update on the planning process
- Present engagement results on preliminary opportunities

AGENDA

1. Project Overview
2. Workshop & Survey Results
3. Next Steps



01

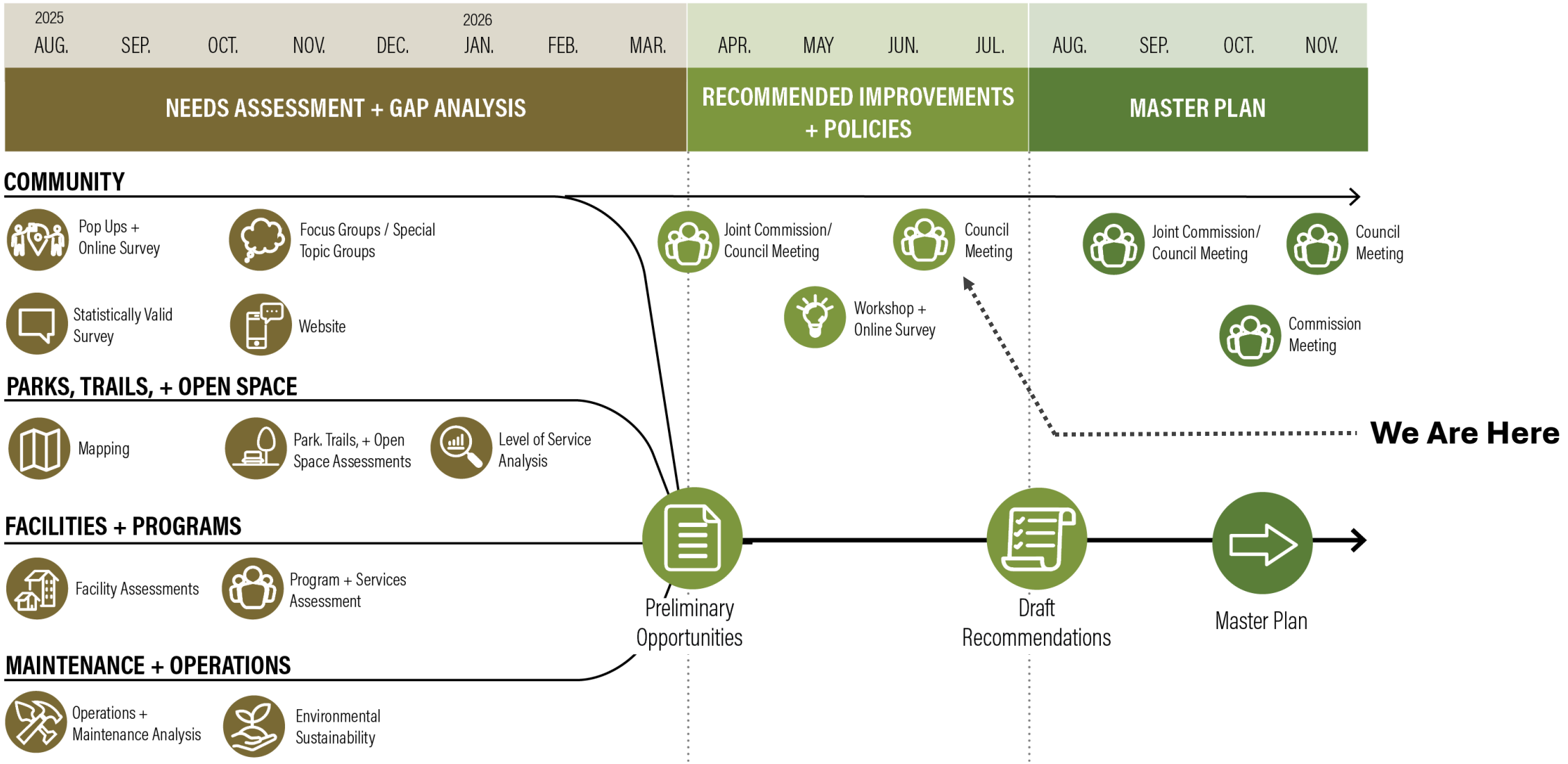
PROJECT OVERVIEW



WHY DO A PROS MASTER PLAN?

- Understand parks, recreation, and open space **needs and priorities**
- Identify **key opportunities** to meet needs
- Establish a long-term **vision** supported by targeted **policies, standards, and actions**
- Create **roadmap for implementation**

THE PLANNING PROCESS



NEEDS ASSESSMENT: EXISTING CONDITIONS

Methods:

- Moraga Demographics
- Park Acreage & Amenity Level of Service + Distribution
- Environmental Features & Hazards
- Park, Open Space, Facility + Trail Assessments
- Program Assessment
- Maintenance + Operations Assessment



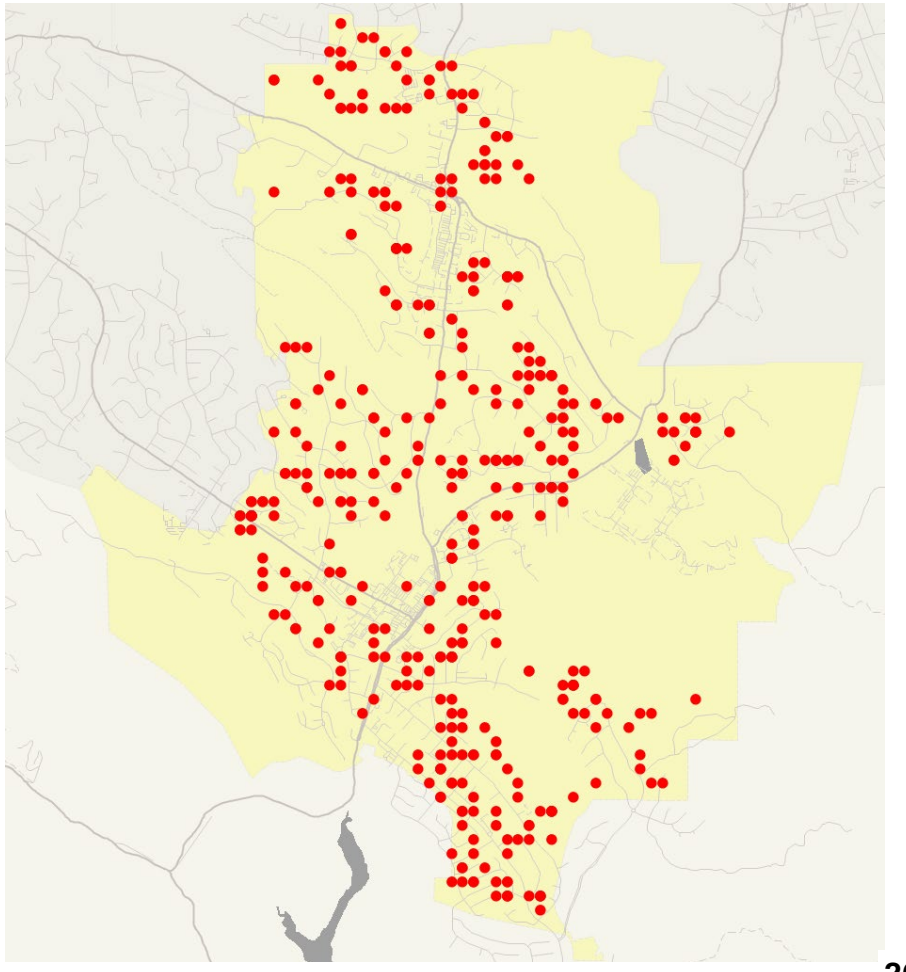
NEEDS ASSESSMENT: COMMUNITY ENGAGEMENT

Methods:

- 7 Pop-Up Events + Online Survey (~500 engaged)
- 10 Focus Groups
- Statistically-Valid Survey (415 responses)
- Multigenerational Community Center Leadership Committee Survey
- Project Website



Statistically Valid Survey Reponses



NEEDS ASSESSMENT: KEY THEMES

Based on what we heard from the community, Town staff, and recreation providers, and what we saw in Moraga's parks, open spaces, and facilities, these key themes emerged.

1 **High Satisfaction & Desire for Continued Improvement**
The community values its existing system and supports thoughtful, strategic investment to sustain and enhance it.

2 **Open Space and Trails Define Community Identity**
Moraga's scenic open spaces and trail network are central to recreation, health, and small-town character.

3 **Limited Indoor Recreation & Gathering Space**
The absence of adequate indoor recreation and gathering space is one of the system's most significant gaps.

4 **Programs & Community Events are Central to Community Life**
Recreation programs and community events are central to social connection and quality of life in Moraga.

5 **Prioritizing Opportunities Within Existing Parks, Open Spaces, & Trails**
Residents prioritize enhancing existing parks, open spaces, and trails by adding amenities, improving comfort, and replacing aging features.

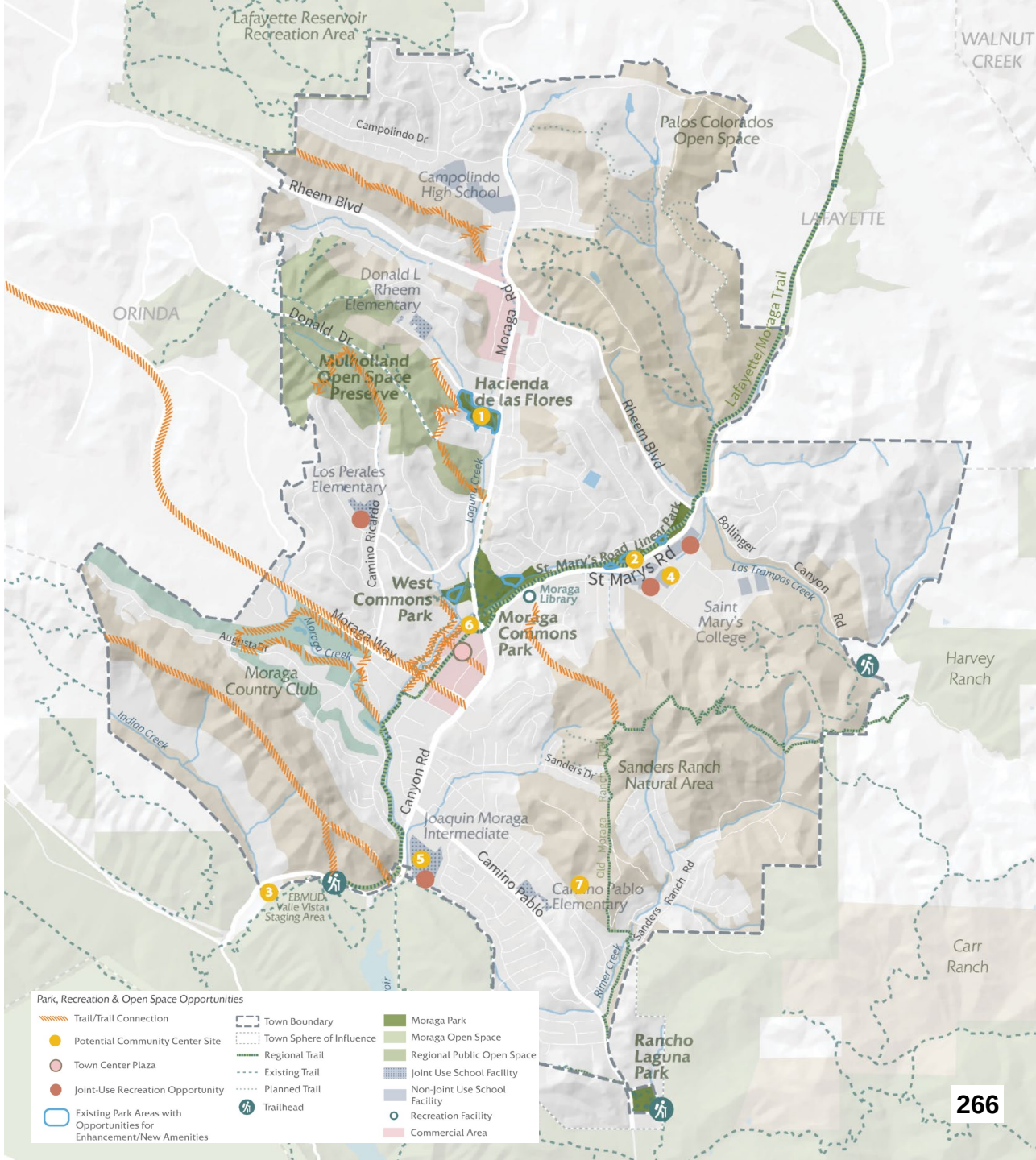
6 **Active Recreation Facility Gaps**
While Moraga excels in passive recreation, structural gaps remain in active-use facilities.

OPPORTUNITIES TO MEET NEEDS

Potential opportunities were identified to help address the top needs identified through the Needs Assessment. These included:

- **Improvements to Existing Parks**
- **Shared Use Opportunities with the School District & Saint Mary's College**
- **Alternative concepts for the Hacienda de las Flores**
- **Potential Community Center locations**

These opportunities were presented during the March 25 **Joint Council/Commission Meeting** and tested through the May 1st **Workshop and Online Survey.**



02

WORKSHOP & SURVEY RESULTS

OVERVIEW

Purpose: Test preliminary opportunities to inform recommendation development



May 1st Workshop

- **328** participants
- **1000+** comments, sticky notes, and dots

Online Survey

- **230** participants
- **2,800 +** question responses

Email

- 38 comments received








MORAGA
PARKS & RECREATION
PLAYS
Visit all 3 stations, share your ideas, and help shape Moraga's future!
Station 1
Station 2
Station 3
PASSPORT
Turn in for
Ice Cream • T-Shirt • Raffle entry
Name:
Phone:
WRT



VISION

Looking 15 years ahead, how would you describe your vision for Moraga's parks, recreation, and open spaces?

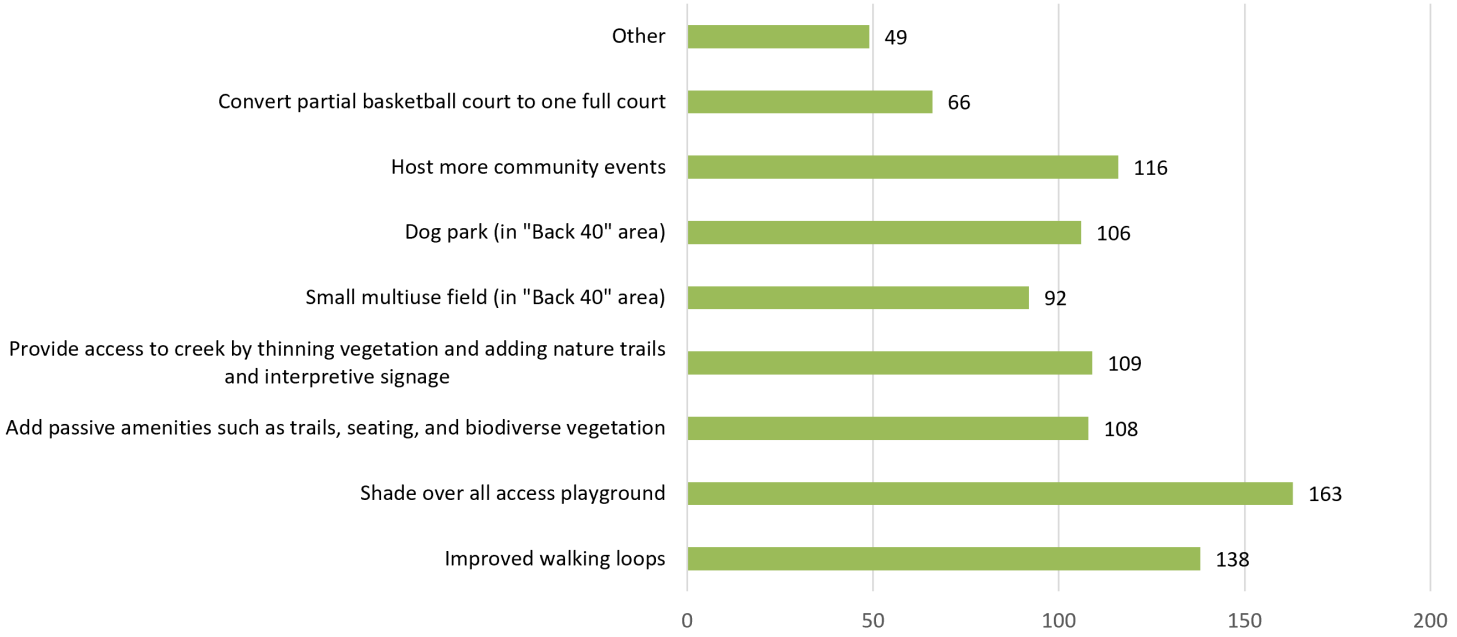
Key Themes

- Trails, Paths, & Connectivity
- Sports & Recreation
- Community & Senior Activities
- Nature & Ecology
- Arts & Culture
- Accessibility & Infrastructure
- Water Features
- Youth & Family Activities



Moraga Commons Park

The following have been identified as potential opportunities for improving Moraga Commons Park. Which would you support the town exploring further?



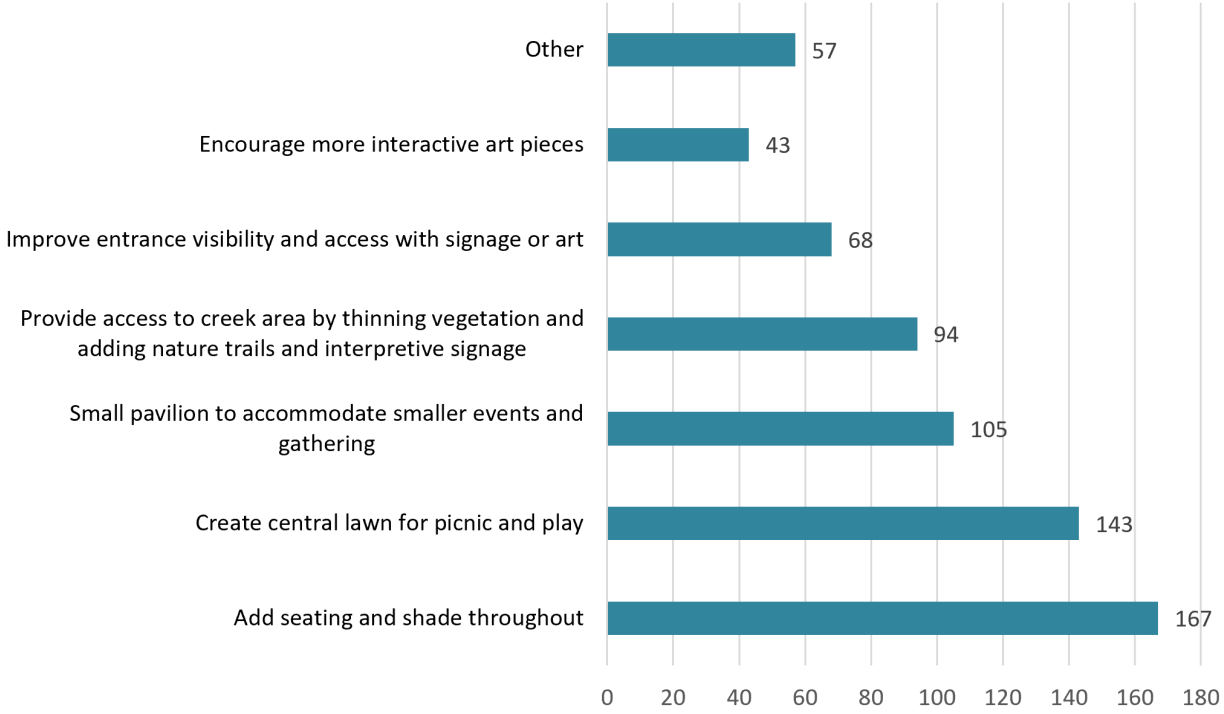




Other: “Public pool and tennis courts”, “Pickleball courts”, ‘Walking trail around the dog park”, “More vegetation to support wildlife habitat”, “Access to the creek”, “Kids natural play”

West Commons Park

The following have been identified as potential opportunities for improving West Commons Park. Which would you support the town exploring further?



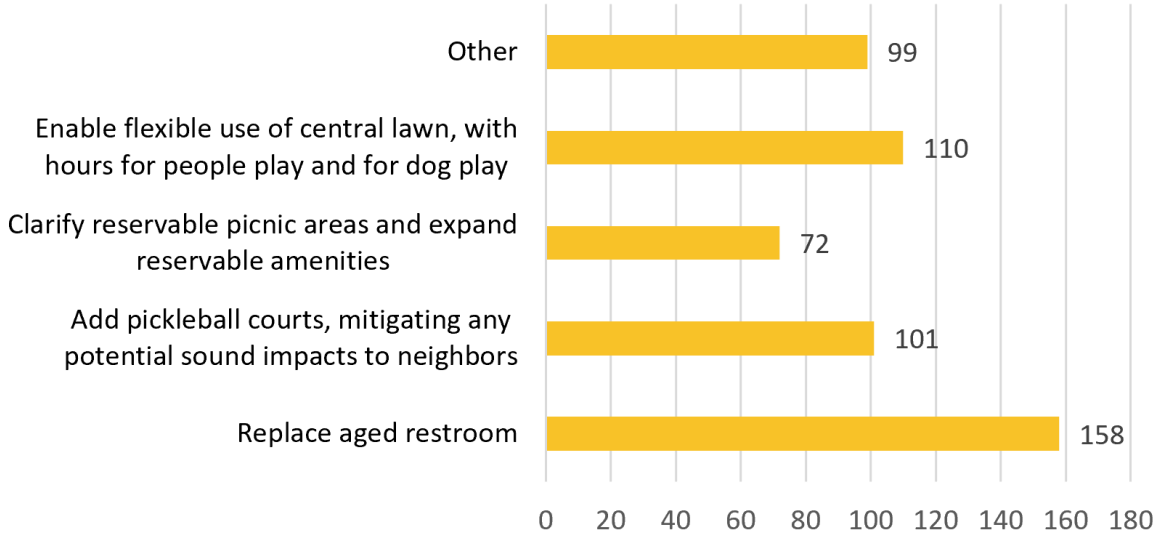




Other: "Pickleball Court“, "Bocce Courts“, "Natural play space“, "Walking Trail“, "More Sports fields“, "Restrooms"

Rancho Laguna Park

The following have been identified as potential opportunities for improving Rancho Laguna Park. Which would you support the town exploring further?



Opposition to changing the dog park

106 comments

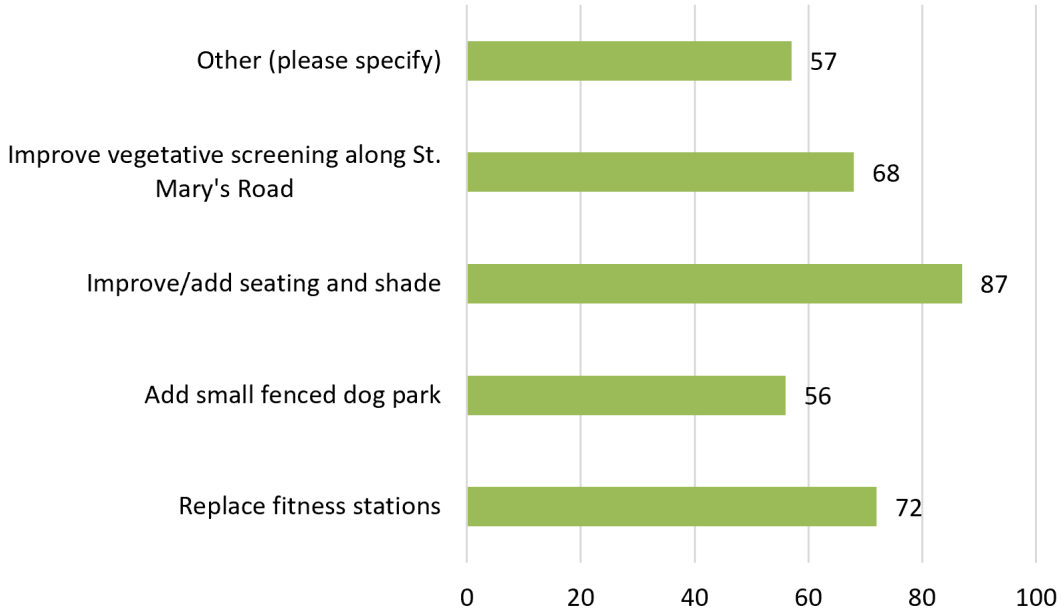
Opposition to pickleball at Rancho Laguna

42 comments

Other: “Preserve the natural beauty”, “Save our redwood benches”

Lafayette-Moraga Regional Trail

The following have been identified as potential opportunities for improving the Lafayette-Moraga Regional Trail. Which would you support the Town exploring further?

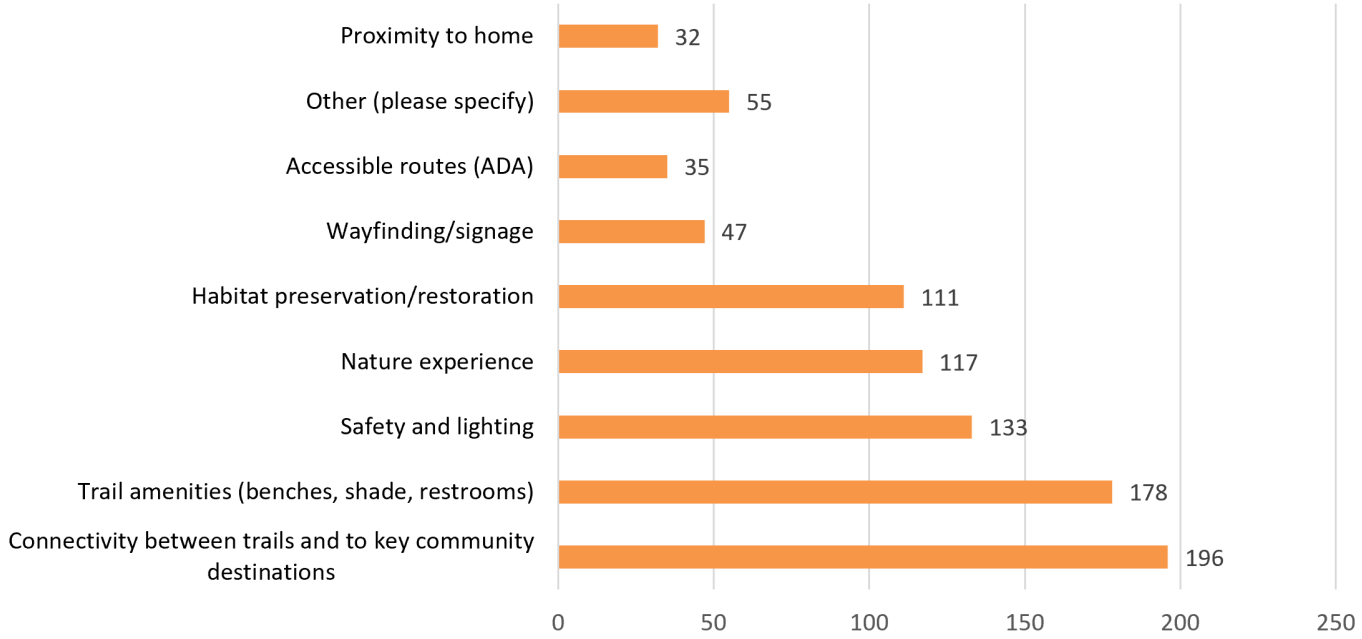




Other: “Add designated lanes for [bikes/pedestrians] and clearer trail etiquette signage”, “Restrooms along trail”, “Invest in maintenance and accessibility”

Trails & Open Space

What are the most important ways Moraga can improve trails and open spaces?

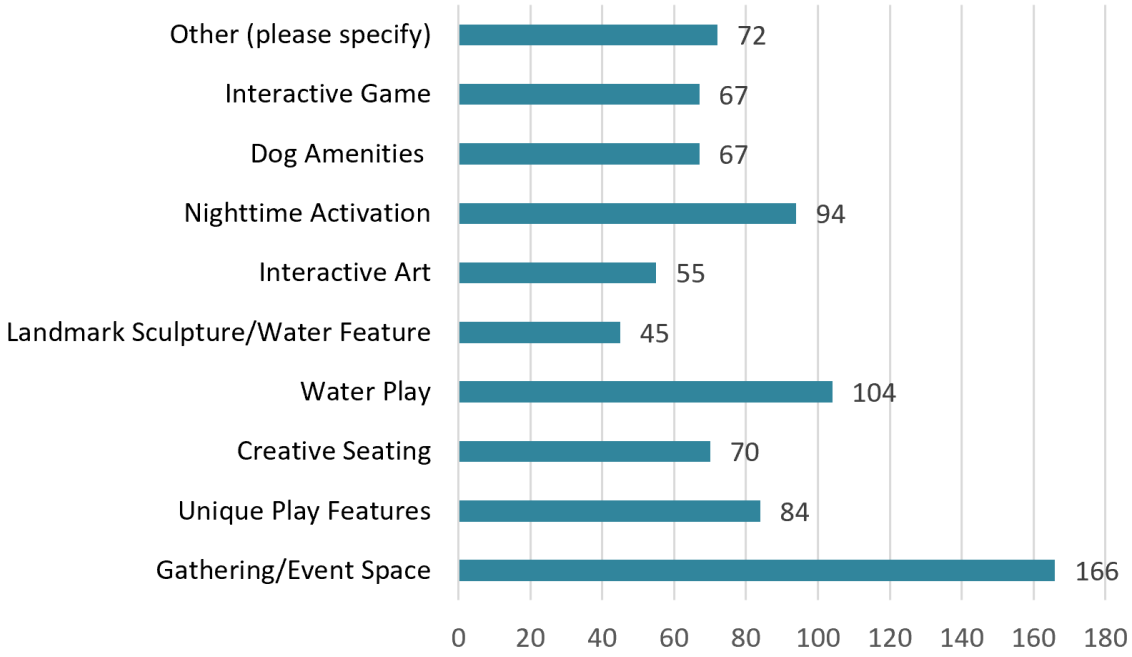




Other: “More shade”, “Trail safety”, “Bathrooms and water”

Moraga Town Center

The Moraga Center Specific Plan establishes a vision for a walkable village at Moraga's core. The plan envisions housing, commercial uses, and a network or paths and greenways along Laguna Creek – the Specific Plan also envisions a town square. **Which of the following recreation features would you like to see in the future town square?**

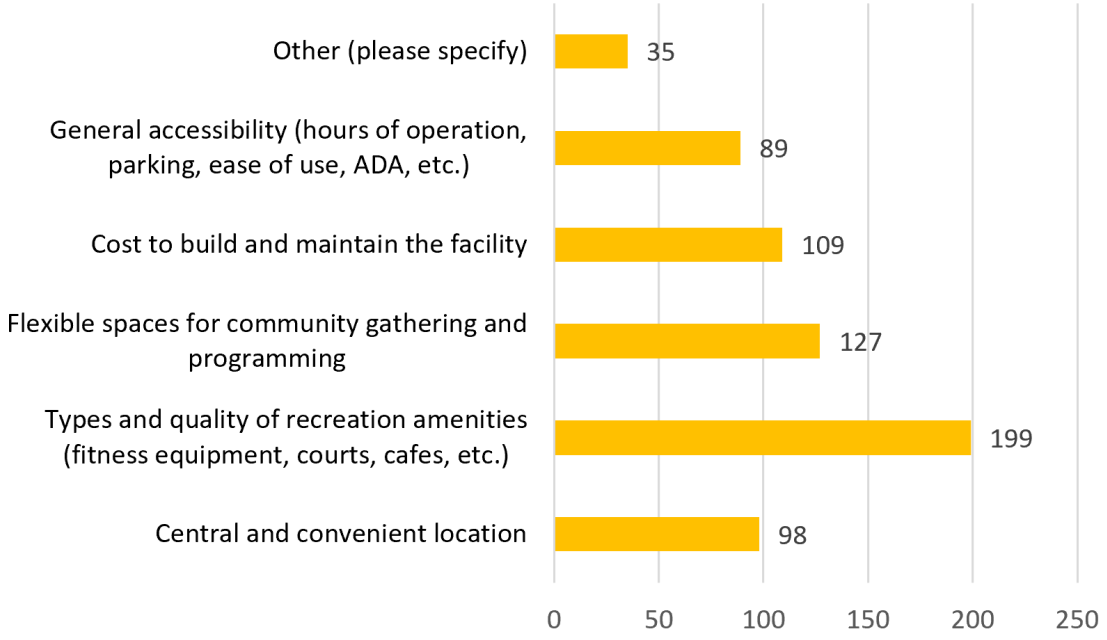




Other: "A town square should reflect the rural nature of Moraga", "More walk/bike pathways around Moraga", "Shaded gathering areas and seating"

Recreation Center

A recreation center has been a long-standing community priority and continues to be identified as important through this planning process. When evaluating options for a potential indoor recreation facility, how important are the following factors?



Other: “Utilize existing facilities”, “Maintain the rural quality of Moraga”

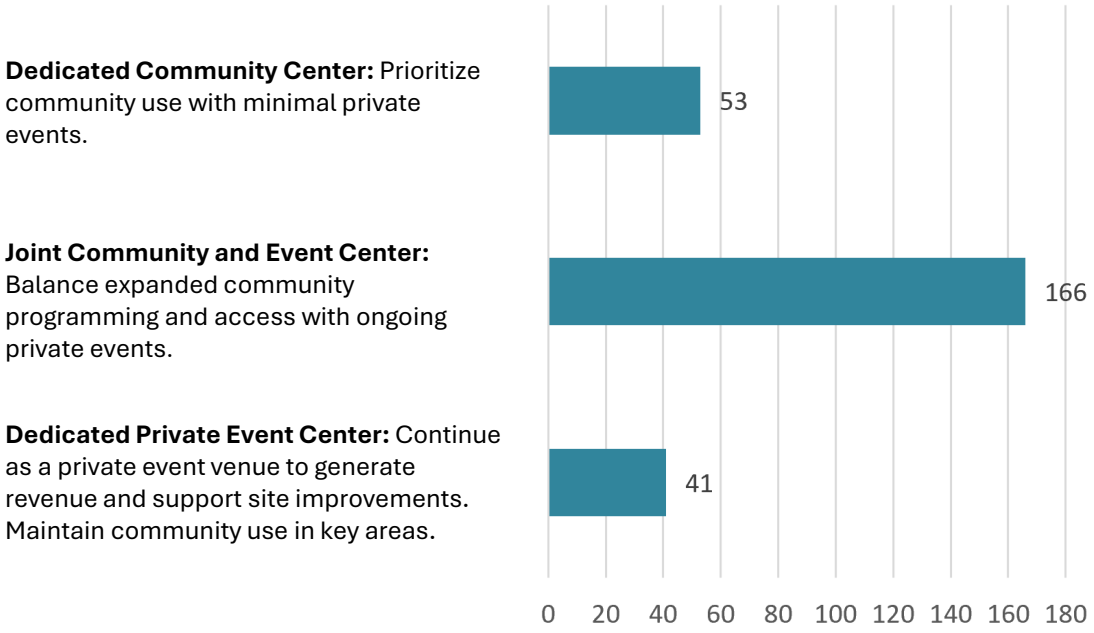
Preserve the historic pear orchard

22 comments



Hacienda de las Flores

The Hacienda is a beloved Town facility that currently operates primarily as a private event venue, while also hosting some Town programs and offices. The site faces significant maintenance, accessibility, and functionality challenges, and the Town is exploring how it can best serve the community in the future. **How would you like to see the Hacienda used moving forward?**





Program Priorities

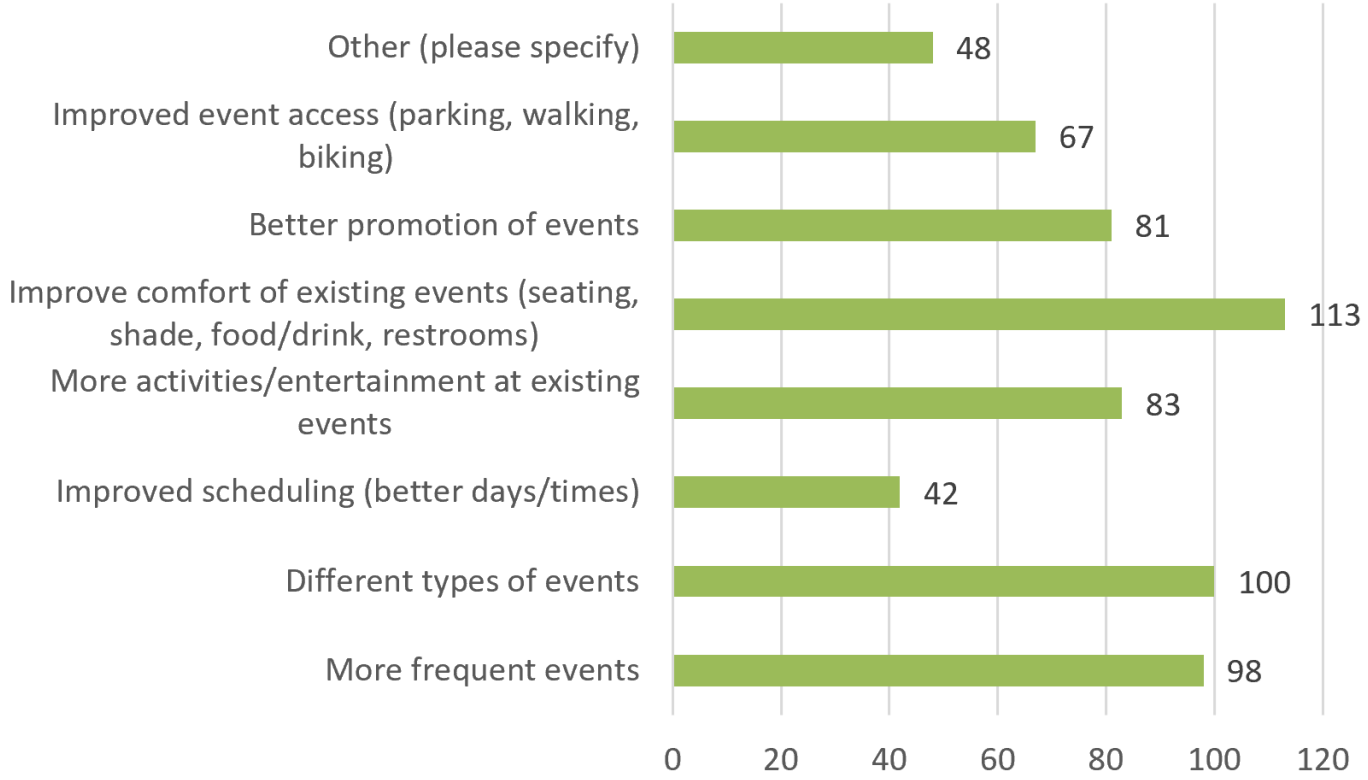
Tell us more about the types of programs you would like to participate in. What specific activities, formats, or ideas interest you?

- Programs for young children
- Organized senior walks
- Hiking groups
- Fitness/Yoga classes
- Adult sports leagues
- Paint/craft nights
- Farmers market
- Art shows
- Environmental education
- Pickleball lessons/leagues
- Programs for teens



Community Programs and Events

How should Moraga improve community events?





Other: ”More parking”, “Multi-cultural events”, “More music events”

03

NEXT STEPS

NEXT STEPS

- **July-Aug:** Draft recommendations development
- **Sept 9th:** Joint Town Council / Parks & Recreation Commission
  - Presentation of **Draft Recommendations** to receive councilmember, commissioner, and public feedback.
- **Oct 12th: Parks & Recreation Commission Meeting**
  - Presentation of the **Draft Master Plan** to receive commissioner and public feedback.
- **Nov 18th: Town Council Meeting**
  - **Final Master Plan** review and adoption.

