



TOWN OF MORAGA TOWN COUNCIL

WEDNESDAY, JULY 8, 2026

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

Executive Team

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

Town of Moraga Mission Statement

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

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

VIEWING OPTIONS: The Moraga Town Council meeting is scheduled to take place on the 2nd and 4th Wednesday of each month. The meeting may be attended in person at 335 Rheem Blvd, Moraga, on 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](https://zoom.us) 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, JULY 8, 2026
5:30 PM

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

Senate Bill 707 (2025) (“SB 707”) requires all “eligible legislative bodies” to offer remote public access for Town Council meetings through either two-way telephonic service or two-way audiovisual platforms. As a result, the Town of Moraga is offering remote participation via Zoom for all Town Council Regular and Special meetings.

INSTRUCTIONS FOR VIEWING AND PARTICIPATING IN THIS MEETING

IN PERSON: If you would like to speak during the public forum or on an item listed on the agenda, you are invited to submit a speaker card to the Town Clerk. You will be permitted to speak even if you elect not to submit a speaker card or decline to provide information requested on the card. Speakers will be called in the following order: **Speakers who submit a speaker card to the Town Clerk will be called to speak first, followed by in-person speakers who raise their hand but do not submit a speaker card. Lastly, speakers who are attending remotely will need to raise their virtual hand and will subsequently be called upon to provide a remote verbal comment.** *Public comment is generally limited to 3 minutes per speaker per agenda item.*

WRITTEN COMMENTS: You may also submit a public comment in advance of the meeting. You may hand deliver your comments to Town Hall at 329 Rheem Blvd. Moraga, CA 94556 or send an e-mail to townclerk@moraga.ca.us. Please submit your comments **two (2) hours prior to the start of the first meeting on the day of the scheduled Town Council meeting in order for your written comments to be included as part of the written record for the meeting.** Your comments will be provided to the Town Council and will also be made a part of the public record at the meeting.

REMOTE ACCESS: You may participate remotely by accessing [zoom.com](https://zoom.us) and providing the webinar ID and passcode listed below or you may click the Zoom link below and provide the webinar ID and passcode.

NOTE: you MUST raise your virtual hand or the Town Clerk will not know you wish to make a comment.

Zoom Link: <https://us02web.zoom.us/j/82013903893?pwd=dnF7Cthzl9rA4QE8vzlvxHVOUHaO3.1>
Webinar ID: 820 1390 3893
Passcode: 570988

1. CALL TO ORDER

ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Proclamation - Parks & Recreation Month
[Parks and Recreation Month July 2026](#)
- B. Proclamation - Port Chicago Remembrance Day - July 17, 2026
[Port Chicago Remembrance Day July 17 2026](#)

4. PUBLIC COMMUNICATION

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

Public Communication Received Prior to Meeting

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

5. ADOPTION OF MEETING AGENDA

6. CONSENT CALENDAR

- A. Consideration of Consent Items Removed for Discussion
- B. Acceptance of Consent Items
- 6.1 Receive Accounts Payable Claims for: June 8, 2026 - June 30, 2026 (\$726,273.13).
[Staff Report](#)
[Attachment A - June 2026 Monthly Check Report](#)
- 6.2 Approval of Meeting Minutes for the June 10, 2026 Regular meeting: June 24, 2026 Special Closed Session and June 24, 2026 Regular meeting of the Moraga Town Council.
[Staff Report](#)
[Attachment A - DRAFT - JUN 10 2026 - TC Meeting Minutes - REG](#)
[Attachment B - DRAFT - JUN 24 2026 - TC Closed Session Meeting Minutes - SPC](#)
[Attachment C - DRAFT - JUN 24 2026 - TC Meeting Minutes - REG](#)

- 6.3 Waive the second reading and adopt 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. Find the Ordinance exempt from review pursuant to section 15282(h) of the California Environmental Quality Act.

[Staff Report](#)

[Attachment A - Draft Ordinance to MMC Chapter 8.124](#)

- 6.4 Adopt a resolution Adopting the Town of Moraga’s Conflict of Interest Code for the Biennial Update.

[Staff Report](#)

[Attachment A - Draft Resolution - Updating Conflict of Interest Code](#)

- 6.5 Adopt a resolution establishing the Fiscal Year 2026-27 Annual Appropriations Limit (Gann Limit).

[Staff Report](#)

[Attachment A and Exhibit A - Draft Resolution - Annual GANN Limit - FY27](#)

- 6.6 Adopt a resolution updating the Fiscal Year 2025-26 Annual Appropriations Limit (Gann Limit).

[Staff Report](#)

[Attachment A - Exhibit A - Draft Resolution - Annual GANN Limit Correction - FY26](#)

- 6.7 Adopt a Resolution:

1. Authorizing the Town Manager to execute a professional services agreement with Haley & Aldrich, Inc. for the Rheem Boulevard at Chalda Way Slide Repair Project (CIP 25-408) in a total amount not to exceed \$237,519, which includes the agreement amount of \$215,927 and a ten percent contingency of \$21,592; and
2. Authorizing the Town Manager or designee to authorize individual phases, optional/additional tasks, and use of contingency within the approved total not-to-exceed amount; and
3. Finding that the recommended action is not a project under the California Environmental Quality Act (CEQA) because it is limited to consultant design and related professional services and does not approve construction or physical changes to the environment.

[Staff Report](#)

[Attachment A - DRAFT Resolution - Rheem Chalda Slide Repair](#)

[Attachment B - SiteMap](#)

[Attachment C - PSA Rheem Blvd Slide Repair Award](#)

[Attachment D - CIP 25-408 Budget Sheet](#)

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

- A. Councilmember Reports on AB1234 Activities, Councilmember Announcements
- B. Town Manager

8. PUBLIC HEARING

9. DEPARTMENT REPORTS

9A Adopt a resolution:

1. Amending the Fiscal Year 2026-27 operating budget by increasing General Fund Revenues and Appropriations by \$201,585; and

2. Amending the Fiscal Year 2026-27 Capital Improvement Budget to add the Commons Park All Access Playground Shade Structure (CIP 26-304), with a total project budget of \$218,000.

[Staff Report](#)

[Attachment A - DRAFT Resolution - FY27 Budget Adjustments](#)

[Attachment B - General Fund Budget Summary](#)

[Attachment C - FY27 Update Authorized FTE Summary](#)

[Attachment D - CIP 26-304 - All Access Playground Shade Structure](#)

9B Receive the report and direct staff to proceed with demolition planning for the La Sala building located at the Hacienda de las Flores property.

[Staff Report](#)

[Attachment A - La Sala Environmental Assessment Report](#)

[Attachment B - La Sala Cost Summary](#)

[Attachment C - Site Map](#)

[Attachment D - La Sala Existing Conditions Photos](#)

[9B - Addendum - Public Communication Received Prior to Meeting](#)

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

11. INFORMATIONAL ITEMS

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

13. ADJOURNMENT

SUPPLEMENTAL MATERIALS/PRESENTATIONS

Supplemental Materials Received During the Meeting

[Town Manager Update - Rheem Blvd Project Update](#)

[9A Presentation - FY27 Budget Update](#)

[9B Presentation - La Sala Building Update](#)

A PROCLAMATION DECLARING

July 2026 as Parks & Recreation Month

WHEREAS, Parks and Recreation is an integral part of communities throughout this country, including the Town of Moraga; and

WHEREAS, Parks and Recreation promotes health and wellness, improving the physical and mental health of people who live near parks; and

WHEREAS, Parks and Recreation promotes time spent in nature, which positively impacts mental health by increasing cognitive performance and well-being, and alleviating illnesses such as depression, attention deficit disorders, and Alzheimers; and

WHEREAS, Parks and Recreation encourages physical activities by providing space for popular sports, hiking trails and many other activities designed to promote active lifestyles; and

WHEREAS, Parks and Recreation programming and education activities, such as out-of-school time programming, youth sports and environmental education, are critical to childhood development; and

WHEREAS, Parks and Recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, Parks and Recreation is fundamental to the environmental well-being of our community; and

WHEREAS, Parks and Recreation is essential and adaptable infrastructure that makes our communities resilient in the face of natural disasters and climate change; and

WHEREAS, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

NOW THEREFORE, BE IT RESOLVED by the Town of Moraga that the month of July is recognized as Parks and Recreation Month in the Town of Moraga.

Kerry Hillis, Mayor
Town of Moraga

A PROCLAMATION

In Recognition of Port Chicago Remembrance Day July 17, 2026

WHEREAS, the Port Chicago Naval Magazine was the site where African American Sailors were exclusively assigned during World War II to the dangerous task of loading explosives onto cargo ships; and

WHEREAS, on the night of July 17, 1944, a catastrophic explosion resulted in the deadliest home front disaster of the war - killing 320 people, most of them African American Sailors, injuring 390 others, and inflicting widespread damage on the nearby town of Port Chicago, California; and

WHEREAS, 258 surviving African American Sailors, citing unaddressed safety concerns, protested the order to resume loading munitions, drawing national attention to racial discrimination and hazardous working conditions in the military, and

WHEREAS, 50 of those Sailors, known as the Port Chicago 50, were wrongfully charged and convicted of mutiny; and

WHEREAS, on July 17, 2024, Secretary of the Navy, Carlos Del Toro, officially announced the full exoneration of the Port Chicago 50 and 206 other sailors who were punished for the work stoppage after the disaster. This signified a landmark moment in history and officially cleared the names of those brave men.

NOW, THEREFORE, BE IT RESOLVED that the Town of Moraga hereby proclaims July 17th as Port Chicago Remembrance Day to honor the victims of the Port Chicago disaster, recognizing the bravery and legacy of the Port Chicago Sailors and seeking to educate future generations about this defining chapter in American history.

Kerry Hillis, Mayor
Town of Moraga



TOWN OF MORAGA
TOWN COUNCIL MEETING
July 08, 2026

Addendum(s) to Published Agenda

4: Public Communication

Update Includes:

- Public Communications received prior to the meeting



Fwd: Public comment to the Town Council 7.8.26

From Scott Mitnick <smitnick@moraga.ca.us>

Date Wed 7/8/2026 8:55 AM

To Sonia Urzua <surzua@moraga.ca.us>; Bazzano, Denise S. <dbazzano@bwslaw.com>; Karen W. Murphy <kmurphy@bwslaw.com>; Michelle Kenyon <mkenyon@bwslaw.com>; Nate Levine <nlevine@moraga.ca.us>; Mackenzie Brady <mbrady@moraga.ca.us>; Amy Heavener <aheavener@moraga.ca.us>; Katie Bruner <kbruner@moraga.ca.us>; Jon King <king@moraga.ca.us>; Jeff Isaacs <jisaacs@mofd.org>

FYI

Begin forwarded message:

From: Suzanne Jones <suzanne@unwiredltd.com>

Date: July 8, 2026 at 6:37:12 AM PDT

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>, Graham Thiel <gthiel@moraga.ca.us>

Cc: Planning <planning@moraga.ca.us>, Scott Mitnick <smitnick@moraga.ca.us>, Town Clerk <townclerk@moraga.ca.us>

Subject: Public comment to the Town Council 7.8.26

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.

July 8, 2026

Dear Mayor Hillis and Members of the Town Council,

I am contacting you on behalf of Preserve Lamorinda Open Space with respect to possible construction of athletic fields at Palos Colorado. This idea has apparently arisen in the context of the Parks, Recreation and Open Space Master Plan update.

We recognize the importance of ensuring that Moraga's youth athletic leagues have all the field time they need. To that end, we urge the Town to focus first and foremost on maximizing the availability of existing fields in cooperation with the Moraga School District and Saint Mary's College such that Moraga's athletic programs have first priority when fields are not otherwise in use.

Only after these existing fields are being used to their full potential by Moraga families can the need for additional fields be accurately assessed. Should demand remain for greater capacity to serve the Moraga community, we would urge the Town to evaluate existing public spaces, such as underutilized areas at the Moraga Commons.

Seeking to construct fields at Palos Colorados would be extremely fraught for a variety of reasons. The Palos Colorados development is by far the most controversial, lengthy, and heavily contested project ever to go through Moraga's planning process. It is now subject to a fully recorded and entitled final map and complex set of conditions including a requirement that the undeveloped remainder on both MOSO and non-MOSO land be preserved solely as open space in perpetuity via conservation easement. Changing the grading plan and conditions of approval to accommodate athletic field construction would re-open the planning process, subjecting the project to a new round of public scrutiny and environmental review.

Doing so would also risk endangering the hard-won agreement reached between the Town and developer for the millions of dollars that remain to be paid to the Town in lieu of the once-planned golf course. Re-opening the grading plan and subjecting this fully approved project to revision could delay or jeopardize fulfillment of the Palos Colorados funding arrangement now in place, which is at present highly advantageous to Moraga.

Please leave this arrangement intact and focus the Town's efforts instead on simpler, more cost-effective, and more plausible approaches to meeting the need for athletic fields.

Thank you for your consideration,

Suzanne Jones
Preserve Lamorinda Open Space
P.O. Box 6632
Moraga, CA 94556



CONSENT CALENDAR: 6.1

Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Katie Bruner, Administrative Services Director
Subject: Receive Accounts Payable Claims for: June 8, 2026 - June 30, 2026 (\$726,273.13)

RECOMMENDATION

Receive Accounts Payable Claims for: June 8, 2026 - June 30, 2026 (\$726,273.13).

ATTACHMENTS

[Attachment A - June 2026 Monthly Check Report](#)



Town of Moraga

Signed by:

Katie Bruner

8C066257ADE040A...

Monthly Check Report

By Check Number

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank -AP Bank						
0073	All City Management Services, Inc.	06/11/2026	Regular	0.00	1,454.95	66492
PS-INV106402	Invoice	06/08/2026	School Crossing Guard Svcs: 2026.05.10-05..	0.00	1,454.95	
0180	AT&T	06/11/2026	Regular	0.00	32.52	66493
000025348961	Invoice	06/09/2026	Sprinkler Alm Town Hall 329 Rheem BAN ...	0.00	32.52	
0182	ATCO Pest Control, Inc.	06/11/2026	Regular	0.00	400.00	66494
243858	Invoice	06/04/2026	Pest Control	0.00	400.00	
0232	Benali Inc.	06/11/2026	Regular	0.00	162.25	66495
040345	Invoice	04/14/2026	Maint Suplies	0.00	42.68	
40450	Invoice	06/04/2026	Maint Supplies	0.00	119.57	
0252	BKF Engineers	06/11/2026	Regular	0.00	154.50	66496
060220	Invoice	06/04/2026	22-202 Laguna Creek Prof Svcs: 2026.04.2...	0.00	154.50	
0305	Burke, Williams & Sorensen	06/11/2026	Regular	0.00	30,770.72	66497
367264	Invoice	06/04/2026	P90-039 Legal Fees: 05655-0118 2026.04	0.00	2,875.08	
367265	Invoice	06/04/2026	Legal Fees: Gen 05655-0113 2026.04	0.00	386.88	
367266	Invoice	06/04/2026	P90-039 Legal Fees: 05655-0076 2026.04	0.00	1,008.80	
367267	Invoice	06/04/2026	Legal Fees: Pers 05655-0111 2026.04	0.00	7,807.28	
367268	Invoice	06/04/2026	Legal Fees: Gen 05655-0010 2026.04	0.00	7,725.58	
367269	Invoice	06/04/2026	Legal Fees: 05655-0136 2026.04	0.00	2,321.28	
367270	Invoice	06/04/2026	Legal Fees: Lit 05655-0165 2026.04	0.00	320.32	
367271	Invoice	06/04/2026	Legal Fees: Gen 05655-0168 2026.04	0.00	128.96	
367272	Invoice	06/04/2026	Legal Fees: Gen 05655-0179 2026.04	0.00	361.08	
367273	Invoice	06/04/2026	Legal Fees: Gen 05655-0180 2026.04	0.00	1,572.48	
367274	Invoice	06/04/2026	D25-025 Legal Fees: 05655-0186 2026.04	0.00	1,664.52	
367275	Invoice	06/04/2026	20-501 Legal Fees: 05655-0191 2026.04	0.00	3,791.42	
367276	Invoice	06/04/2026	D25-020 Legal Fees: 05655-0200	0.00	807.04	
	Void	06/11/2026	Regular	0.00	0.00	66498
0364	Cassius Carandang	06/11/2026	Regular	0.00	26.03	66499
INV0000600	Invoice	06/04/2026	Mileage for Wireless Training	0.00	26.03	
0438	CivicPlus, LLC	06/11/2026	Regular	0.00	4,443.78	66500
#366416	Invoice	06/04/2026	Annual Supplementation Subscr.	0.00	4,443.78	
0445	Cole Supply Company, LLC	06/11/2026	Regular	0.00	943.75	66501
11775416	Invoice	06/04/2026	Park Janitorial Supplies	0.00	943.75	
0601	Department of Justice	06/11/2026	Regular	0.00	834.00	66502
050995	Invoice	06/08/2026	LiveScan: 2026.05	0.00	834.00	
0671	East Bay Tree Service, Inc.	06/11/2026	Regular	0.00	8,400.00	66503
#598931	Invoice	06/04/2026	Emergency Tree Work	0.00	3,000.00	
#598940	Invoice	06/04/2026	Hacienda Tree Work	0.00	800.00	
#598967	Invoice	06/04/2026	Fire Abatement	0.00	4,600.00	
0746	F.J. Kennedy and Associates	06/11/2026	Regular	0.00	24.50	66504
26-014	Invoice	02/04/2026	D25-015 Prof Svcs: 2026.01	0.00	24.50	
0767	Flock Group, Inc	06/11/2026	Regular	0.00	1,950.00	66505
INV-95141	Invoice	06/04/2026	23-414 Camera Replacement	0.00	1,150.00	
INV-95142	Invoice	06/04/2026	23-414 Camera Replacement	0.00	800.00	
0786	G&K Petroleum, Inc.	06/11/2026	Regular	0.00	3,067.78	66506

Monthly Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1018201	Invoice	06/09/2026	Fuel Purchases: 2026.05.17-06.05	0.00	3,067.78	
0865	Harris & Associates, Inc.	06/11/2026	Regular	0.00	17,898.75	66507
69761-1	Invoice	05/29/2026	22-401 Prof Svcs: 2025.07.03-2025.08.30	0.00	17,898.75	
0918	Impec Group Inc.	06/11/2026	Regular	0.00	4,239.04	66508
2605143	Invoice	06/04/2026	Facility Janitorial Svc: 2026.05	0.00	4,239.04	
1072	Jordan Gunn	06/11/2026	Regular	0.00	2,376.00	66509
INV0000603	Invoice	06/04/2026	Karate Kids	0.00	2,376.00	
1082	Joseph's Lawnmower & Lock Shop, Inc.	06/11/2026	Regular	0.00	513.04	66510
430439	Invoice	06/04/2026	Equip Maint	0.00	218.46	
430440	Invoice	06/04/2026	Mower Maint	0.00	294.58	
1231	Lamorinda Publishing Inc.	06/11/2026	Regular	0.00	946.00	66511
1016304	Invoice	06/04/2026	Community Meeting Advertising	0.00	946.00	
1272	Legal Defense Fund of the PORAC	06/11/2026	Regular	0.00	24.00	66512
900009	Invoice	06/04/2026	Legal Defense Fund: 2026.07	0.00	24.00	
1501	MNG PARTNERSHIP HOLDINGS LLC	06/11/2026	Regular	0.00	845.10	66513
1475967	Invoice	06/04/2026	Classified Advertising	0.00	845.10	
1555	Municipal Resource Group, LLC	06/11/2026	Regular	0.00	7,150.00	66514
260482	Invoice	06/04/2026	On-Call HR Consulting Prof Svcs: 2026.04	0.00	7,150.00	
2320	North Bay Restroom Co LLC	06/11/2026	Regular	0.00	4,137.50	66515
INV-06080806	Invoice	06/04/2026	Restroom Trailer Rental - Summer Camp 2...	0.00	4,137.50	
1669	Peace Officers Research Association of CA	06/11/2026	Regular	0.00	12.00	66516
530674	Invoice	06/04/2026	Membership Dues: 2026.07	0.00	12.00	
1706	Pro Tow Co.	06/11/2026	Regular	0.00	150.00	66517
238993	Invoice	06/08/2026	Veh Towing	0.00	150.00	
1712	PTS Communications Inc.	06/11/2026	Regular	0.00	75.00	66518
2154422	Invoice	06/04/2026	Pay Phone Chrg: Rancho Laguna 9259130...	0.00	75.00	
1738	Randy D. Dismuke	06/11/2026	Regular	0.00	525.00	66519
019117	Invoice	06/04/2026	Mower Maint	0.00	525.00	
1783	Rincon Consultants, Inc.	06/11/2026	Regular	0.00	20,967.51	66520
74268	Invoice	06/09/2026	D25-020 WA P-2026-02 Prof Svcs: 2026.04	0.00	20,967.51	
1868	SANDIS Civil Engineers Surveyors Planners	06/11/2026	Regular	0.00	11,346.25	66521
2604354	Invoice	06/04/2026	D25-020 Prof Svcs through 2026.04	0.00	11,346.25	
1891	Scott Carr	06/11/2026	Regular	0.00	2,000.00	66522
INV0000601	Invoice	06/04/2026	Fire Abatement	0.00	2,000.00	
2045	T-Mobile	06/11/2026	Regular	0.00	26.88	66523
973577418 2026....	Invoice	06/04/2026	TMOBILE 973577418	0.00	26.88	
2117	Townsend Public Affairs, Inc	06/11/2026	Regular	0.00	1,500.00	66524
25411	Invoice	06/04/2026	Lamorinda Legis. Coalition - Cons. Svcs: 20...	0.00	1,500.00	
2131	Tyler Technologies, Inc	06/11/2026	Regular	0.00	4,060.00	66525
025-552404	Invoice	05/26/2026	Tyler ERP Pro Cloud Implementation	0.00	1,595.00	
025-552957	Invoice	05/26/2026	Tyler ERP Pro Cloud Implementation	0.00	435.00	
025-553452	Invoice	05/26/2026	Tyler ERP Pro Cloud Implementation	0.00	1,015.00	
025-553938	Invoice	06/04/2026	Tyler ERP Pro Cloud Implementation	0.00	1,015.00	
2174	Wallace Roberts & Todd INC	06/11/2026	Regular	0.00	7,466.00	66526
0000010	Invoice	06/04/2026	PROS Master Plan Prof Svcs through 2026....	0.00	7,466.00	
2180	Waterproofing Associates, Inc.	06/11/2026	Regular	0.00	2,780.00	66527

Monthly Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
51955	Invoice	06/04/2026	La Sala Roof Repair	0.00	2,780.00	
2217	Yaron Shoshan	06/11/2026	Regular	0.00	1,000.00	66528
2026.06	Invoice	06/04/2026	Landscape Maint:	0.00	1,000.00	
0073	All City Management Services, Inc.	06/25/2026	Regular	0.00	581.98	66529
PS-INV106770	Invoice	06/22/2026	School Crossing Guard Svcs: 2026.05.24-06..	0.00	581.98	
0091	Amazon Capital Services, Inc	06/25/2026	Regular	0.00	358.32	66530
133L-1GHG-KM7T	Invoice	06/22/2026	Office Supplies	0.00	29.62	
17NG-FRLK-KLWR	Invoice	06/22/2026	Office Supplies	0.00	115.62	
19WN-DTDW-YY...	Invoice	06/22/2026	Office Supplies	0.00	213.08	
2326	Andrew Merovich	06/25/2026	Regular	0.00	2,887.80	66531
1849	Invoice	06/22/2026	LEGO and Robotics Camps	0.00	2,887.80	
0176	Association of Bay Area Governments	06/25/2026	Regular	0.00	1,895.07	66532
1002017	Invoice	06/22/2026	Hacienda Pooled Power Customer No: T00...	0.00	1,895.07	
0180	AT&T	06/25/2026	Regular	0.00	32.15	66533
000025419438	Invoice	06/22/2026	Fax 329 Rheem BAN 9391020641	0.00	32.15	
0180	AT&T	06/25/2026	Regular	0.00	193.54	66534
000025419381	Invoice	06/22/2026	AT&T BAN 9391019310	0.00	193.54	
0180	AT&T	06/25/2026	Regular	0.00	33.37	66535
000025419437	Invoice	06/22/2026	Fax: Hacienda 2100 Donald BAN 9391020...	0.00	33.37	
0180	AT&T	06/25/2026	Regular	0.00	32.14	66536
000025420145	Invoice	06/22/2026	Emer. Phone: Town Hall 329 Rheem BAN ...	0.00	32.14	
0180	AT&T	06/25/2026	Regular	0.00	154.45	66537
000025419382	Invoice	06/22/2026	Alarm Council Chambers 335 Rheem BAN ...	0.00	154.45	
0180	AT&T	06/25/2026	Regular	0.00	156.45	66538
000025419444	Invoice	06/22/2026	AT&T BAN 9391020639	0.00	156.45	
0188	Autohaus Moraga	06/25/2026	Regular	0.00	1,264.20	66539
#24603	Invoice	06/22/2026	Veh Maint Oil Svc	0.00	166.34	
24348	Invoice	06/22/2026	Veh Maint Oil Filter & Radiator Hose	0.00	471.78	
24535	Invoice	06/22/2026	Veh Maint Oil and Brake Svc	0.00	436.34	
24584	Invoice	06/22/2026	Veh Maint Oil and Tire Svc	0.00	189.74	
0208	Barry Miller	06/25/2026	Regular	0.00	2,400.00	66540
2026-15 #31	Invoice	06/22/2026	20-501 Phase II Housing Element Prof Svcs:..	0.00	2,400.00	
0215	Bay Area Drainage, Inc.	06/25/2026	Regular	0.00	11,996.86	66541
2100315-2304	Invoice	06/22/2026	329 Rheem Rear Drainage	0.00	11,996.86	
0255	BLAISDELL & SOGNEY, INC.	06/25/2026	Regular	0.00	322.57	66542
2035529-0	Invoice	06/22/2026	Office Supplies	0.00	313.83	
2035529-1	Invoice	06/22/2026	Office Supplies	0.00	8.74	
0429	City of Lafayette	06/25/2026	Regular	0.00	1,852.96	66543
INV0000650	Invoice	06/22/2026	LFFA Fees for 284 Calle La Mesa	0.00	1,852.96	
0666	East Bay Municipal Utility Dist.	06/25/2026	Regular	0.00	191.36	66544
31830300001 20...	Invoice	06/22/2026	Water Svcs 1391 Moraga Rd Acct: 318303...	0.00	191.36	
0666	East Bay Municipal Utility Dist.	06/25/2026	Regular	0.00	8,310.51	66545
28260400001 20...	Invoice	06/22/2026	Water Svcs 1401 St Marys Rd Acct: 28260...	0.00	8,310.51	
0666	East Bay Municipal Utility Dist.	06/25/2026	Regular	0.00	152.28	66546
17421953287 20...	Invoice	06/22/2026	Water Svcs: 800 Canyon Rd Acct: 1742195...	0.00	152.28	
0666	East Bay Municipal Utility Dist.	06/25/2026	Regular	0.00	171.82	66547

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
12212300001 20...	Invoice	06/22/2026	Water Svcs 848 Country Club Dr Acct: 122...	0.00	171.82	
0666	East Bay Municipal Utility Dist.	06/25/2026	Regular	0.00	1,012.04	66548
28241200001 20...	Invoice	06/22/2026	Water Svcs Lib 1500 St Marys Acct: 28241...	0.00	1,012.04	
2327	Gigi Walker	06/25/2026	Regular	0.00	5,124.59	66549
2629	Invoice	06/24/2026	Claim #VCD-2162-MG Unit #151 Vehicle R...	0.00	5,124.59	
0876	Health Care Dental Trust	06/25/2026	Regular	0.00	3,692.74	66550
380684	Invoice	06/22/2026	Dental Insurance: 2026.07	0.00	3,692.74	
2323	Jennifer Corrales	06/25/2026	Regular	0.00	1,525.00	66551
#688282	Invoice	06/22/2026	4th of July Entertainment	0.00	1,525.00	
1231	Lamorinda Publishing Inc.	06/25/2026	Regular	0.00	654.00	66552
1016373	Invoice	06/22/2026	4th of July Advertisement	0.00	654.00	
1282	Lexipol LLC	06/25/2026	Regular	0.00	6,409.07	66553
#INVLEX11272186	Invoice	06/22/2026	Annual Law Enforcement Policy Manual &...	0.00	6,409.07	
2321	Longeye Inc	06/25/2026	Regular	0.00	3,600.00	66554
1008	Invoice	06/08/2026	Annual Subscription for Longeye Investigat...	0.00	3,600.00	
1328	Lucianne Edwards	06/25/2026	Regular	0.00	1,312.50	66555
#060526B	Invoice	06/22/2026	Camp KinderCool LP Week of 06/01/2026	0.00	1,312.50	
2307	Moraga Builders Corporation	06/25/2026	Regular	0.00	8,329.39	66556
INV0000659	Invoice	06/22/2026	I19-003 and I19-008 Deposit Refunds	0.00	8,329.39	
1536	Moraga Service Center	06/25/2026	Regular	0.00	81.70	66557
47581	Invoice	05/29/2026	Smog Check	0.00	81.70	
1547	Motorola Solutions, Inc.	06/25/2026	Regular	0.00	172.99	66558
8282263022	Invoice	06/22/2026	Portable Radio Equipment	0.00	172.99	
1555	Municipal Resource Group, LLC	06/25/2026	Regular	0.00	7,280.00	66559
260530	Invoice	06/22/2026	Organizational Assessment	0.00	7,280.00	
1604	NorCal Rental Group, LLC	06/25/2026	Regular	0.00	716.18	66560
6632521-0001	Invoice	06/22/2026	Maint Supplies	0.00	716.18	
1697	PlaceWorks, Inc.	06/25/2026	Regular	0.00	77.50	66561
TNMO-06.0 4 DM	Debit Memo	06/18/2026	Payment Reissue from Voided Check #651...	0.00	77.50	
2325	Planting Seeds Academic Solutions	06/25/2026	Regular	0.00	1,155.00	66562
INV-00001	Invoice	06/22/2026	Slime Science	0.00	1,155.00	
1717	Pyro Spectaculars North, Inc.	06/25/2026	Regular	0.00	24,999.00	66563
INV441691	Invoice	06/22/2026	2026 4th of July Celebration - Fireworks Ini...	0.00	12,500.00	
INV441692	Invoice	06/22/2026	2026 4th of July Celebration - Fireworks Ba...	0.00	12,499.00	
1720	Qualus Engineering CA, LLP	06/25/2026	Regular	0.00	1,485.00	66564
6200657	Invoice	06/22/2026	23-108 On-Call Eng Prof Svcs 2026.03.30-0...	0.00	1,485.00	
1738	Randy D. Dismuke	06/25/2026	Regular	0.00	4,117.18	66565
019120	Invoice	06/08/2026	Mower Maint	0.00	2,887.30	
019127	Invoice	06/12/2026	Mower Maint	0.00	1,229.88	
1783	Rincon Consultants, Inc.	06/25/2026	Regular	0.00	9,832.75	66566
75005	Invoice	06/22/2026	D25-020 WA P-2026-02 Prof Svcs: 2026.05	0.00	9,832.75	
1919	Shaun Marie Paul	06/25/2026	Regular	0.00	1,312.50	66567
#060526A	Invoice	06/22/2026	Camp KinderCool LP - Wk of 06/01/2026	0.00	1,312.50	
2324	Silly Circus Show LLC	06/25/2026	Regular	0.00	750.00	66568
#844	Invoice	06/22/2026	4th of July Entertainment	0.00	750.00	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1951 2673791	Soccer Stars of Contra Costa County, LLC Invoice	06/25/2026 06/22/2026	Regular Spring Soccer Programs	0.00 0.00	5,980.80 5,980.80	66569
2270 INV0000648	Stars Holding CO LLC Invoice	06/25/2026 05/30/2026	Regular Fuel Purchases: 2026.05	0.00 0.00	3,524.95 3,524.95	66570
2268 0235 0237	Victor M. Jacobo Alvarez Invoice Invoice	06/25/2026 06/22/2026 06/22/2026	Regular 329 Rheem Carpet Cleaning Library Carpet Cleaning	0.00 0.00 0.00	1,700.00 1,500.00 200.00	66571
2201 INV0000607	William W. Davis Invoice	06/25/2026 06/09/2026	Regular Reimb for Electronic Surveillance Training -..	0.00 0.00	99.51 99.51	66572
2215 INV0000657	Yao Miao Invoice	06/25/2026 06/22/2026	Regular Education Reimburse: Spring 2026	0.00 0.00	1,560.00 1,560.00	66573
0192 INUS451372	Axon Enterprise Inc. Invoice	06/26/2026 06/26/2026	Regular Tasers	0.00 0.00	27,943.66 27,943.66	66574
0232 40548	Benali Inc. Invoice	06/26/2026 06/22/2026	Regular Maint Supplies	0.00 0.00	35.65 35.65	66575
2242 INV0000563	Mission Square Retirement Trust Invoice	06/05/2026 06/05/2026	Bank Draft 401A Employer Contribution	0.00 0.00	1,228.08 1,228.08	DFT0000770
2242 INV0000564	Mission Square Retirement Trust Invoice	06/05/2026 06/05/2026	Bank Draft 401A Employee Contribution	0.00 0.00	3,048.33 3,048.33	DFT0000771
2242 INV0000565	Mission Square Retirement Trust Invoice	06/05/2026 06/05/2026	Bank Draft Employee 457 Contribution	0.00 0.00	1,690.57 1,690.57	DFT0000772
0210 INV0000566	BASIC Benefits LLC Invoice	06/05/2026 06/05/2026	Bank Draft DCAP Employee Contribution	0.00 0.00	865.38 865.38	DFT0000773
2242 INV0000567	Mission Square Retirement Trust Invoice	06/05/2026 06/05/2026	Bank Draft 457 Employee Contribution	0.00 0.00	10,906.21 10,906.21	DFT0000774
0210 INV0000568	BASIC Benefits LLC Invoice	06/05/2026 06/05/2026	Bank Draft FSA Employee Contribution	0.00 0.00	1,019.89 1,019.89	DFT0000775
0338 INV0000569	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc Classic Employee Contribution	0.00 0.00	4,784.64 4,784.64	DFT0000776
0338 INV0000570	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc Classic Employer Contribution	0.00 0.00	3,453.63 3,453.63	DFT0000777
0338 INV0000571	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc Classic PERS Survivor Benefits Emplo...	0.00 0.00	7.44 7.44	DFT0000778
0338 INV0000572	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc Classic PERS Service Credit	0.00 0.00	86.62 86.62	DFT0000779
0338 INV0000573	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc PEPRA Employee Contribution	0.00 0.00	7,130.85 7,130.85	DFT0000780
0338 INV0000574	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc PEPRA Employer Contribution	0.00 0.00	7,324.07 7,324.07	DFT0000781
0338 INV0000575	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc PEPRA PERS Survivor Benefits Emplo...	0.00 0.00	16.74 16.74	DFT0000782
0338 INV0000576	CalPERS Invoice	06/05/2026 06/05/2026	Bank Draft Misc PEPRA PERS Service Credit	0.00 0.00	110.60 110.60	DFT0000783
2243 INV0000577	Moraga Police Managers Association Invoice	06/05/2026 06/05/2026	Bank Draft MPMA Dues	0.00 0.00	70.00 70.00	DFT0000784

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1531	Moraga Police Officers Assn	06/05/2026	Bank Draft	0.00	350.00	DFT0000785
INV0000578	Invoice	06/05/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust	06/05/2026	Bank Draft	0.00	330.00	DFT0000786
INV0000579	Invoice	06/05/2026	ROTH IRA Employee Contribution	0.00	330.00	
2242	Mission Square Retirement Trust	06/05/2026	Bank Draft	0.00	2,838.30	DFT0000787
INV0000580	Invoice	06/05/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	06/05/2026	Bank Draft	0.00	6,153.55	DFT0000788
INV0000581	Invoice	06/05/2026	Safety Classic Employee Contribution	0.00	6,153.55	
0338	CalPERS	06/05/2026	Bank Draft	0.00	7,644.60	DFT0000789
INV0000582	Invoice	06/05/2026	Safety Classic Employer Contribution	0.00	7,644.60	
0338	CalPERS	06/05/2026	Bank Draft	0.00	6.51	DFT0000790
INV0000583	Invoice	06/05/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	06/05/2026	Bank Draft	0.00	4,580.02	DFT0000791
INV0000584	Invoice	06/05/2026	Safety PEPPRA Employee Contribution	0.00	4,580.02	
0338	CalPERS	06/05/2026	Bank Draft	0.00	4,659.96	DFT0000792
INV0000585	Invoice	06/05/2026	Safety PEPPRA Employer Contribution	0.00	4,659.96	
0338	CalPERS	06/05/2026	Bank Draft	0.00	4.65	DFT0000793
INV0000586	Invoice	06/05/2026	Safety PEPPRA PERS Survivor Benefits Empl...	0.00	4.65	
0335	California State Disbursement Unit	06/05/2026	Bank Draft	0.00	410.76	DFT0000794
INV0000587	Invoice	06/05/2026	Child Support Payable	0.00	410.76	
2241	IRS	06/05/2026	Bank Draft	0.00	6,667.42	DFT0000795
INV0000588	Invoice	06/05/2026	Medicare taxes	0.00	6,667.42	
2241	IRS	06/05/2026	Bank Draft	0.00	28,663.60	DFT0000796
INV0000589	Invoice	06/05/2026	Federal taxes withheld	0.00	28,663.60	
2240	Employment Development Department	06/05/2026	Bank Draft	0.00	11,885.09	DFT0000797
INV0000590	Invoice	06/05/2026	State Tax Payable	0.00	11,885.09	
2241	IRS	06/05/2026	Bank Draft	0.00	844.28	DFT0000798
INV0000591	Invoice	06/05/2026	Social Security tax	0.00	844.28	
0200	Balco Holdings, Inc.	06/11/2026	Bank Draft	0.00	105.50	DFT0000799
23022006	Invoice	06/04/2026	Sec. Alm Monit. Svcs: Council Chambers 3...	0.00	105.50	
0200	Balco Holdings, Inc.	06/11/2026	Bank Draft	0.00	114.00	DFT0000801
23026849	Invoice	06/04/2026	Mon. Fee Fire: Hacienda 2100 Donald	0.00	114.00	
0200	Balco Holdings, Inc.	06/11/2026	Bank Draft	0.00	289.48	DFT0000803
23029995	Invoice	06/04/2026	Mon Fee Fire Council Chambers 335 Rheem	0.00	289.48	
0200	Balco Holdings, Inc.	06/11/2026	Bank Draft	0.00	180.81	DFT0000804
23007637	Invoice	06/04/2026	Sec Alm Mon Svc: Town Offices 329 Rheem	0.00	180.81	
0579	De Lage Landen Financial Services, Inc.	06/11/2026	Bank Draft	0.00	137.01	DFT0000805
597355762	Invoice	06/04/2026	Copier Lease: PW Contract: 500-50470361	0.00	137.01	
0579	De Lage Landen Financial Services, Inc.	06/11/2026	Bank Draft	0.00	371.80	DFT0000807
597355807	Invoice	06/04/2026	Copier Lease: PL 500-50407071	0.00	371.80	
0200	Balco Holdings, Inc.	06/11/2026	Bank Draft	0.00	385.55	DFT0000809
22993836	Invoice	06/04/2026	Monitoring Fee Fire: Library 1500 St Marys	0.00	385.55	
2246	ODP Business Solutions LLC	06/11/2026	Bank Draft	0.00	144.46	DFT0000811
465183490001	Invoice	06/08/2026	Office Supplies	0.00	144.46	
2266	Comcast Holdings Corporation	06/11/2026	Bank Draft	0.00	632.23	DFT0000813

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
8155 40 005 019...	Invoice	06/08/2026	Internet Svcs: 329 Rheem 8155 40 005 01...	0.00	632.23	
0215	Bay Area Drainage, Inc.	06/11/2026	Bank Draft	0.00	10,090.00	DFT0000824
2100315-2460	Invoice	06/04/2026	Memorial Cornhole Site Prep	0.00	5,890.00	
2100315-2461	Invoice	06/04/2026	Commons Irrigation	0.00	4,200.00	
2133	U.S. Bank Equipment Finance	06/11/2026	Bank Draft	0.00	244.54	DFT0000825
583382262	Invoice	06/04/2026	Copier Lease: PD Cont: 500-0670316-000	0.00	244.54	
2246	ODP Business Solutions LLC	06/11/2026	Bank Draft	0.00	20.19	DFT0000826
467755792001	Invoice	06/11/2026	Office Supplies	0.00	20.19	
2242	Mission Square Retirement Trust	06/05/2026	Bank Draft	0.00	72.92	DFT0000837
INV0000612	Invoice	06/05/2026	401A Employee Contribution	0.00	72.92	
2242	Mission Square Retirement Trust	06/05/2026	Bank Draft	0.00	18.70	DFT0000838
INV0000613	Invoice	06/05/2026	Employee 457 Contribution	0.00	18.70	
2241	IRS	06/05/2026	Bank Draft	0.00	-21.62	DFT0000846
CM0000037	Credit Memo	06/05/2026	Federal taxes withheld	0.00	-21.62	
2240	Employment Development Department	06/05/2026	Bank Draft	0.00	-9.10	DFT0000847
CM0000038	Credit Memo	06/05/2026	State Tax Payable	0.00	-9.10	
2242	Mission Square Retirement Trust	06/18/2026	Bank Draft	0.00	1,228.08	DFT0000848
INV0000614	Invoice	06/18/2026	401A Employer Contribution	0.00	1,228.08	
2242	Mission Square Retirement Trust	06/18/2026	Bank Draft	0.00	3,121.25	DFT0000849
INV0000615	Invoice	06/18/2026	401A Employee Contribution	0.00	3,121.25	
2242	Mission Square Retirement Trust	06/18/2026	Bank Draft	0.00	1,711.04	DFT0000850
INV0000616	Invoice	06/18/2026	Employee 457 Contribution	0.00	1,711.04	
0210	BASIC Benefits LLC	06/18/2026	Bank Draft	0.00	865.38	DFT0000851
INV0000617	Invoice	06/18/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust	06/18/2026	Bank Draft	0.00	10,906.21	DFT0000852
INV0000618	Invoice	06/18/2026	457 Employee Contribution	0.00	10,906.21	
0210	BASIC Benefits LLC	06/18/2026	Bank Draft	0.00	1,019.89	DFT0000853
INV0000619	Invoice	06/18/2026	FSA Employee Contribution	0.00	1,019.89	
0338	CalPERS	06/18/2026	Bank Draft	0.00	4,784.64	DFT0000854
INV0000620	Invoice	06/18/2026	Misc Classic Employee Contribution	0.00	4,784.64	
0338	CalPERS	06/18/2026	Bank Draft	0.00	3,453.63	DFT0000855
INV0000621	Invoice	06/18/2026	Misc Classic Employer Contribution	0.00	3,453.63	
0338	CalPERS	06/18/2026	Bank Draft	0.00	7.44	DFT0000856
INV0000622	Invoice	06/18/2026	Misc Classic PERS Survivor Benefits Emplo...	0.00	7.44	
0338	CalPERS	06/18/2026	Bank Draft	0.00	86.62	DFT0000857
INV0000623	Invoice	06/18/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS	06/18/2026	Bank Draft	0.00	7,174.06	DFT0000858
INV0000624	Invoice	06/18/2026	Misc PEPRA Employee Contribution	0.00	7,174.06	
0338	CalPERS	06/18/2026	Bank Draft	0.00	7,368.44	DFT0000859
INV0000625	Invoice	06/18/2026	Misc PEPRA Employer Contribution	0.00	7,368.44	
0338	CalPERS	06/18/2026	Bank Draft	0.00	16.74	DFT0000860
INV0000626	Invoice	06/18/2026	Misc PEPRA PERS Survivor Benefits Emplo...	0.00	16.74	
0338	CalPERS	06/18/2026	Bank Draft	0.00	110.60	DFT0000861
INV0000627	Invoice	06/18/2026	Misc PEPRA PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	06/18/2026	Bank Draft	0.00	70.00	DFT0000862

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000628	Invoice	06/18/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	06/18/2026	Bank Draft	0.00	350.00	DFT0000863
INV0000629	Invoice	06/18/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust	06/18/2026	Bank Draft	0.00	330.00	DFT0000864
INV0000630	Invoice	06/18/2026	ROTH IRA Employee Contribution	0.00	330.00	
2242	Mission Square Retirement Trust	06/18/2026	Bank Draft	0.00	2,838.30	DFT0000865
INV0000631	Invoice	06/18/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	06/18/2026	Bank Draft	0.00	6,163.30	DFT0000866
INV0000632	Invoice	06/18/2026	Safety Classic Employee Contribution	0.00	6,163.30	
0338	CalPERS	06/18/2026	Bank Draft	0.00	7,656.72	DFT0000867
INV0000633	Invoice	06/18/2026	Safety Classic Employer Contribution	0.00	7,656.72	
0338	CalPERS	06/18/2026	Bank Draft	0.00	6.51	DFT0000868
INV0000634	Invoice	06/18/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	06/18/2026	Bank Draft	0.00	4,575.89	DFT0000869
INV0000635	Invoice	06/18/2026	Safety PEPPRA Employee Contribution	0.00	4,575.89	
0338	CalPERS	06/18/2026	Bank Draft	0.00	4,655.77	DFT0000870
INV0000636	Invoice	06/18/2026	Safety PEPPRA Employer Contribution	0.00	4,655.77	
0338	CalPERS	06/18/2026	Bank Draft	0.00	4.65	DFT0000871
INV0000637	Invoice	06/18/2026	Safety PEPPRA PERS Survivor Benefits Empl...	0.00	4.65	
0335	California State Disbursement Unit	06/18/2026	Bank Draft	0.00	410.76	DFT0000872
INV0000638	Invoice	06/18/2026	Child Support Payable	0.00	410.76	
2241	IRS	06/18/2026	Bank Draft	0.00	7,347.64	DFT0000873
INV0000639	Invoice	06/18/2026	Medicare taxes	0.00	7,347.64	
2241	IRS	06/18/2026	Bank Draft	0.00	30,393.36	DFT0000874
INV0000640	Invoice	06/18/2026	Federal taxes withheld	0.00	30,393.36	
2240	Employment Development Department	06/18/2026	Bank Draft	0.00	12,488.98	DFT0000875
INV0000641	Invoice	06/18/2026	State Tax Payable	0.00	12,488.98	
2241	IRS	06/18/2026	Bank Draft	0.00	3,157.16	DFT0000876
INV0000642	Invoice	06/18/2026	Social Security tax	0.00	3,157.16	
2132	U.S. Bank Corporate Payment Systems	06/18/2026	Bank Draft	0.00	44,043.83	DFT0000877
2026.06	Invoice	06/17/2026	Credit Card Payment: 2026.06	0.00	44,043.83	
1697	PlaceWorks, Inc.	06/18/2026	Bank Draft	0.00	-77.50	DFT0000879
TNMO-06.0-4 CM	Credit Memo	06/18/2026	Void Check #65105 Issued in Springbrook	0.00	-77.50	
2241	IRS	06/24/2026	Bank Draft	0.00	1,521.16	DFT0000882
INV0000643	Invoice	06/24/2026	Medicare taxes	0.00	1,521.16	
2241	IRS	06/24/2026	Bank Draft	0.00	8,091.87	DFT0000883
INV0000644	Invoice	06/24/2026	Federal taxes withheld	0.00	8,091.87	
2240	Employment Development Department	06/24/2026	Bank Draft	0.00	3,440.18	DFT0000884
INV0000645	Invoice	06/24/2026	State Tax Payable	0.00	3,440.18	
2266	Comcast Holdings Corporation	06/25/2026	Bank Draft	0.00	385.98	DFT0000885
8155 40 005 021...	Invoice	06/22/2026	Comcast 8155 40 005 0218278	0.00	385.98	
2141	Unum Life Insurance Co.	06/22/2026	Bank Draft	0.00	4,096.95	DFT0000888
0425163-001 20...	Invoice	06/22/2026	Disability Insurance: 2026.07	0.00	4,096.95	
2157	Verizon Wireless	06/25/2026	Bank Draft	0.00	240.08	DFT0000890

Monthly Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
6144986121	Invoice	06/22/2026	PD Data Cards Acct: 471243537-00005	0.00	240.08	
2157	Verizon Wireless	06/25/2026	Bank Draft	0.00	114.73	DFT0000892
6144986120	Invoice	06/22/2026	PD/Code Enforcement Cell Phones 47124...	0.00	114.73	
0827	Gopher Team	06/25/2026	Bank Draft	0.00	320.00	DFT0000895
869304	Invoice	06/22/2026	Pest Control - Rancho Laguna Park 2026.06	0.00	320.00	
0827	Gopher Team	06/25/2026	Bank Draft	0.00	599.00	DFT0000898
869167	Invoice	06/22/2026	Pest Control - Commons Park 2026.06	0.00	599.00	
2105	TK Elevator Corp.	06/25/2026	Bank Draft	0.00	940.61	DFT0000900
3009533294	Invoice	06/22/2026	Quarterly Elevator Maint 2026.06.01-08.31	0.00	940.61	
2246	ODP Business Solutions LLC	06/25/2026	Bank Draft	0.00	332.78	DFT0000902
471466167001	Invoice	06/22/2026	Office Supplies	0.00	332.78	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	518.87	DFT0000904
8367275694-3 2...	Invoice	06/22/2026	Electricity: Council Chambers 335 Rheem	0.00	518.87	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	188.04	DFT0000906
9622927397-2 2...	Invoice	06/22/2026	Electricity: Parks	0.00	188.04	
1945	Silicon Connections, LLC	06/25/2026	Bank Draft	0.00	1,250.47	DFT0000908
480048	Invoice	06/22/2026	Technology Replacement	0.00	1,250.47	
1945	Silicon Connections, LLC	06/25/2026	Bank Draft	0.00	8,863.00	DFT0000910
480059	Invoice	06/22/2026	IT Svcs: 20206.04	0.00	8,863.00	
1947	Small Business Benefit Plan Trust	06/17/2026	Bank Draft	0.00	719.30	DFT0000912
109256-0 2026.07	Invoice	06/22/2026	Vision Insurance: 2026.07	0.00	719.30	
1945	Silicon Connections, LLC	06/25/2026	Bank Draft	0.00	9,349.00	DFT0000915
480065	Invoice	06/22/2026	IT Svcs: 2026.05	0.00	9,349.00	
0210	BASIC Benefits LLC	06/25/2026	Bank Draft	0.00	76.50	DFT0000917
IN3771050	Invoice	06/22/2026	Bundled CDA Svcs Client ID 4622-9602-02...	0.00	76.50	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	21.35	DFT0000921
6905501381-2 2...	Invoice	06/22/2026	PGE 6905501381-2	0.00	21.35	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	2,739.42	DFT0000922
8749324693-5 2...	Invoice	06/22/2026	PGE 8749324693-5	0.00	2,739.42	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	4,898.18	DFT0000925
6504888173-7 2...	Invoice	06/22/2026	Electricity: Town Hall 329 Rheem	0.00	4,898.18	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	101.39	DFT0000927
5255041609-4 2...	Invoice	06/22/2026	Electricity Hacienda Pavilion 2100 Donald	0.00	101.39	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	107.61	DFT0000928
7234145569-8 2...	Invoice	06/22/2026	Electricity: Hacienda LaSala 2100 Donald	0.00	107.61	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	2,616.00	DFT0000930
0751460593-5 2...	Invoice	06/22/2026	Electric Library 1500 St Marys	0.00	2,616.00	
0319	California Choice Benefit Administrators	06/17/2026	Bank Draft	0.00	55,961.81	DFT0000931
5142317	Invoice	06/01/2026	Medical Insurance: 2026.07	0.00	55,961.81	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	144.08	DFT0000933
3675757343-5 2...	Invoice	06/22/2026	PGE 3675757343-5	0.00	144.08	
0579	De Lage Landen Financial Services, Inc.	06/25/2026	Bank Draft	0.00	234.41	DFT0000936
597532711	Invoice	06/22/2026	De Lage Landon 500-50407083	0.00	234.41	
0579	De Lage Landen Financial Services, Inc.	06/25/2026	Bank Draft	0.00	409.90	DFT0000938

Monthly Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
597532685	Invoice	06/22/2026	Copier Lease Town Hall Contract: 500-504...	0.00	409.90	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	180.98	DFT0000941
6440793656-2 2...	Invoice	06/22/2026	Electricity: Streets/Signals	0.00	180.98	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	14,523.40	DFT0000943
0190988489-0 2...	Invoice	06/22/2026	Electricity: Bundled Street	0.00	14,523.40	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	2,554.86	DFT0000945
1463449238-4 2...	Invoice	06/22/2026	Electricity	0.00	2,554.86	
2246	ODP Business Solutions LLC	06/25/2026	Bank Draft	0.00	73.52	DFT0000947
470197196001	Invoice	06/22/2026	Office Supplies	0.00	73.52	
2246	ODP Business Solutions LLC	06/25/2026	Bank Draft	0.00	31.14	DFT0000949
470199455001	Invoice	06/22/2026	Office Supplies	0.00	31.14	
1632	Pacific Gas & Electric	06/25/2026	Bank Draft	0.00	74.12	DFT0000951
8650812145-5 2...	Invoice	06/22/2026	Electricity: Hacienda Casita 2100 Donald	0.00	74.12	
2299	Pierre Riche	06/25/2026	Bank Draft	0.00	4,000.00	DFT0000980
002	Invoice	06/22/2026	Public Art Project - Pear 2nd Payment	0.00	4,000.00	
1918	Sharp Electronics Corp.	06/04/2026	Bank Draft	0.00	234.46	DFT0000981
9005793942	Invoice	05/12/2026	Copy Chrg: PD Account: 793584	0.00	234.46	
0579	De Lage Landen Financial Services, Inc.	06/25/2026	Bank Draft	0.00	315.95	DFT0000982
597532675	Invoice	06/22/2026	Plotter Lease Contract: 500-50421959	0.00	315.95	
0305	Burke, Williams & Sorensen	06/25/2026	Bank Draft	0.00	-2,912.00	DFT0000983
360649 CM	Credit Memo	06/25/2026	23-401 Correction	0.00	-2,912.00	
0305	Burke, Williams & Sorensen	06/25/2026	Bank Draft	0.00	2,912.00	DFT0000985
360649 DM	Debit Memo	06/25/2026	23-401 and 23-201 Legal Fees: 05655-0136..	0.00	2,912.00	
2133	U.S. Bank Equipment Finance	06/25/2026	Bank Draft	0.00	-244.54	DFT0000987
578942773 CM	Credit Memo	06/25/2026	Correction Copier Lease: PD Cont: 500-06...	0.00	-244.54	
2133	U.S. Bank Equipment Finance	06/25/2026	Bank Draft	0.00	244.54	DFT0000989
578942773 DM	Debit Memo	06/25/2026	Copier Lease: PD Cont: 500-0670316-000	0.00	244.54	
1838	Rui Ding	06/25/2026	Bank Draft	0.00	-1,080.00	DFT0000991
INV0000122 CM	Credit Memo	06/25/2026	Correction Winter 2026 Tai Chi Class	0.00	-1,080.00	
1838	Rui Ding	06/25/2026	Bank Draft	0.00	1,080.00	DFT0000993
INV0000122 DM	Debit Memo	06/25/2026	Winter 2026 Tai Chi Class	0.00	1,080.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	-800.00	DFT0001031
INV-90869 CM	Credit Memo	06/30/2026	23-414 Camera Replacement move to fund..	0.00	-800.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	-800.00	DFT0001033
INV-90386 CM	Credit Memo	06/30/2026	23-414 Camera Replacement move to fund..	0.00	-800.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	800.00	DFT0001035
INV-90386 DM	Debit Memo	06/30/2026	23-414 Camera Replacement move from f...	0.00	800.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	-800.00	DFT0001037
INV-90673 CM	Credit Memo	06/30/2026	23-414 Camera Replacement move to fund..	0.00	-800.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	800.00	DFT0001039
INV-90673 DM	Debit Memo	06/30/2026	23-414 Camera Replacement move from f...	0.00	800.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	800.00	DFT0001041
INV-90869 DM	Debit Memo	06/30/2026	23-414 Camera Replacement move from f...	0.00	800.00	
0767	Flock Group, Inc	06/30/2026	Bank Draft	0.00	-1,150.00	DFT0001043

Monthly Check Report

Date Range: 06/01/2026 - 06/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV-90870 CM	Credit Memo	06/30/2026	23-414 Camera Replacement move to fund..	0.00	-1,150.00	
0767	Flock Group, Inc	06/30/2026	06/30/2026 Bank Draft	0.00	1,150.00	DFT0001045
INV-90870 DM	Debit Memo	06/30/2026	23-414 Camera Replacement move from f...	0.00	1,150.00	
0767	Flock Group, Inc	06/30/2026	06/30/2026 Bank Draft	0.00	-800.00	DFT0001047
INV-92590 CM	Credit Memo	06/30/2026	23-414 Camera Replacement move to fund..	0.00	-800.00	
0767	Flock Group, Inc	06/30/2026	06/30/2026 Bank Draft	0.00	800.00	DFT0001049
INV-92590 DM	Debit Memo	06/30/2026	23-414 Camera Replacement move from f...	0.00	800.00	
0767	Flock Group, Inc	06/30/2026	06/30/2026 Bank Draft	0.00	-1,150.00	DFT0001051
INV-92591 CM	Credit Memo	06/30/2026	23-414 Camera Replacement move to fund..	0.00	-1,150.00	
0767	Flock Group, Inc	06/30/2026	06/30/2026 Bank Draft	0.00	1,150.00	DFT0001053
INV-92591 DM	Debit Memo	06/30/2026	23-414 Camera Replacement move from f...	0.00	1,150.00	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	112	83	0.00	300,174.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	132	131	0.00	426,098.75
EFT's	0	0	0.00	0.00
	244	215	0.00	726,273.13

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	112	83	0.00	300,174.38
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	132	131	0.00	426,098.75
EFT's	0	0	0.00	0.00
	244	215	0.00	726,273.13

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	6/2026	726,273.13
			726,273.13



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Amy Heavener, Town Clerk

Subject: Approval of Meeting Minutes for the June 10, 2026 Regular meeting: June 24, 2026 Special Closed Session and June 24, 2026 Regular meeting of the Moraga Town Council

RECOMMENDATION

Approval of Meeting Minutes for the June 10, 2026 Regular meeting: June 24, 2026 Special Closed Session and June 24, 2026 Regular meeting of the Moraga Town Council.

ATTACHMENTS

Attachment A - DRAFT - JUN 10 2026 - TC Meeting Minutes - REG
Attachment B - DRAFT - JUN 24 2026 - TC Closed Session Meeting Minutes - SPC
Attachment C - DRAFT - JUN 24 2026 - TC Meeting Minutes - REG



**TOWN OF MORAGA
TOWN COUNCIL
REGULAR MEETING**

WEDNESDAY, JUNE 10, 2026

**DRAFT
MINUTES**

5:30 PM

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

<https://livestream.com/moraga>

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

The regular meeting was called to order at **5:31 PM** by Mayor, Kerry Hillis.

ROLL CALL

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

Councilmembers Absent: None

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

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - Pride Month

Councilmembers read the proclamation aloud.

There were no public comments.

3B. Proclamation – Juneteenth

Councilmembers read the proclamation aloud.

There were no public comments.

4. PUBLIC COMMUNICATION

Public comments provided by Ellen Beans; Sophie Lu; K. Brown; Peggy Woehleke, John Greenblatt from Moraga Park Foundation.

5. ADOPTION OF MEETING AGENDA

ACTION:

Motion: **Maglio** / Second: **Woehleke**

The meeting agenda was adopted as presented.

Vote: (5-0)

There were no public comments.

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

None.

B. Acceptance of Consent Items

ACTION:

Motion: **Woehleke** / Second: **Dolan**

Approved Consent Calendar as presented.

Vote: (5-0)

There were no public comments.

- 6.1 Receive Accounts Payable Claims for: May 1, 2026 - May 28, 2026 (\$1,620,181.81).
- 6.2 Approval of Meeting Minutes for the May 27, 2026 Regular meeting of the Moraga Town Council.
- 6.3 Adopt a Resolution approving a Grading Permit (GR-05-24) and Hillside Development Permit (HDP-05-24) for a landslide repair and slope stabilization on predevelopment average slopes of 25% or greater to repair a hillside on properties owned by the Rancho Moraga Homeowners Association (APN 256-420-026), Woodminster Homeowners Association (APN 256-100-026), and Moraga Place Owners Association (APN 256-380-003).
- 6.4 Adopt a Resolution:
 - 1. Approving the Amended and Restated Contra Costa Clean Water Program Agreement, effective July 1, 2026, through June 30, 2041; and
 - 2. Authorizing the Town Manager to execute the Agreement on behalf of the Town of Moraga, including minor non-substantive revisions as approved by the Town Manager and Town Attorney.
- 6.5 Adopt a Resolution:
 - Approving the Contra Costa Clean Water Program Inspection Activities Agreement among the Town of Moraga, Central Contra Costa Sanitary District, and the Contra Costa County Flood Control and Water Conservation District; and

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

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

<u>Councilmember Thiel</u>	Attended the 1 st Pride flag raising at Town Hall as well as Hacienda Nights. Looking forward to attending the summer concert series.
<u>Vice Mayor Dolan</u>	Nothing to report.
<u>Councilmember Maglio</u>	Attended the RecycleSmart Board meeting and the SMC Centennial Celebration committee meeting.
<u>Councilmember Woehleke</u>	Nothing to report.
<u>Mayor Hillis</u>	Met with community members regarding the Parks and Open Space Master Plan, attended the County Connections Operating and Scheduling meeting (Buses are free for teens under the age of 18 - this summer!) Mayor Hillis attended the Moraga Chamber of Commerce monthly meeting, participated in Cal Cities Transportation Communications Public Works Committee as well as attending the Contra Costa County Mayor's conference. Mayor Hillis presided over the 1 st Pride flag raising at Town Hall and attended the SouthWest Area Transportation Committee on behalf of Vice Mayor Dolan.

B. Town Manager

<u>Town Manager Mitnick</u>	Deferred report to the end.
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8. PUBLIC HEARING

None.

9. DEPARTMENT REPORTS

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

Parks and Recreation Director, Mackenzie Brady presented the item.

Councilmembers asked clarifying questions.

Parks and Recreation Director, Mackenzie Brady and Town Manager Mitnick provided clarifying information.

Rob Pierson, Lisa Koltun, Patricia Shrader, Kathryn C., John Hoover, Steve Mazalka, Scott Bowhay, Lisa Tucker, Jack Meyers, Ed Cansino, Lynne Collins, Cathy Kantor, P. Stoltenberg, K. Brown, Mahrukh Chishty, William Carman, Donna Cansino.
Councilmembers provided final comments and deliberation.

ACTION:

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

Approve Item 9A; the proposed schedule

Vote: (5-0)

Mayor Hillis called a recess at 8:06 PM

Mayor Hillis reconvened at 8:12 PM

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

Assistant Town Attorney, Denise Bazzano presented the item.

Councilmembers asked clarifying questions.

There were no public comments.

Councilmembers gave final comments.

ACTION:

Motion: **Woehleke** / Second: **Maglio**

Approved Item 9B as presented.

Vote: (5-0)

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

Public Works Director, Nate Levine presented the item.

Councilmembers asked clarifying questions.

There were no public comments.

Councilmembers gave final comments.

COUNCIL RECEIVED THE REPORT; THERE IS NO ACTION.

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

None.

11. INFORMATIONAL ITEMS

None.

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

Town Manager Mitnick announced on June 16, 2026 will be the Fire Services Committee will occur in the Council chamber. Next Council meeting will occur on June 24, 2026.

13. ADJOURNMENT

Mayor Hillis adjourned the Town Council Regular meeting at **9:06 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



**TOWN OF MORAGA
TOWN COUNCIL**

**SPECIAL MEETING – CLOSED SESSION
WEDNESDAY, JUNE 25, 2026**

**MINUTES
2:30 PM**

The following are minutes of the actions taken by the Town of Moraga Town Council.

TOWN HALL - 329 RHEEM BLVD
PEAR CONFERENCE ROOM
MORAGA, CA

1. CALL TO ORDER

The special meeting was called to order at **2:30 PM** by Mayor, Kerry Hillis.

ROLL CALL

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

Councilmembers Absent: None.

Staff Present: Town Attorney, Michelle Marchetta Kenyon
Town Manager, Scott Mitnick

2. PUBLIC COMMUNICATION

There were no public comments.

3. SPECIAL MEETING – CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: Town Manager

ACTION:

There were no reportable actions.

4. ADJOURNMENT

Mayor Hillis adjourned the Town Council Special Closed Session Meeting at **4:22 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor

DRAFT



**TOWN OF MORAGA
TOWN COUNCIL
REGULAR MEETING**

WEDNESDAY, JUNE 24, 2026

**DRAFT
MINUTES**

5:30 PM

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

<https://livestream.com/moraga>

**TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA**

1. CALL TO ORDER

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

ROLL CALL

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

Councilmembers Absent: None

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

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - National Immigrant Heritage Month

Councilmembers read the proclamation aloud.

Councilmembers provided comments.

Ellen Beans provided public comment.

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

Councilmembers read the proclamation aloud.

There were no public comments.

4. PUBLIC COMMUNICATION

There were no public comments.

5. ADOPTION OF MEETING AGENDA

ACTION:

Motion: **Woehleke** / Second: **Dolan**

The meeting agenda was adopted as presented.

Vote: (5-0)

There were no public comments.

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

None.

B. Acceptance of Consent Items

ACTION:

Motion: **Woehleke** / Second: **Dolan**

Approved Consent Calendar as presented.

Vote: (5-0)

There were no public comments.

6.1 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.

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

Councilmember Maglio

Attended New Leadership at Saint Mary's College which hosts young women across the state pertaining to politics and leadership.

Councilmember Woehleke

Attended a stakeholder engagement meeting pertaining to Liveable Moraga Road and toured Moraga with new Town Planners.

Councilmember Thiel

Participated in a corn hole "practice session" for upcoming Cal Cities cornhole tournament. Attended the PROS master plan session at Si Si Caff  as well as a visit to Rancho Laguna Park to check out the dog park during the designated dog park hours.

Vice Mayor Dolan

Attended MOFD/Town of Moraga Fire Services Committee meeting.

Mayor Hillis

Announced meeting will be adjourned in memory of the passing of former Moraga and Walnut Creek Mayor, Sue Rainy. Attended the Moraga Liaison meeting as well as attended the County Connections Board of Directors meeting. Mayor Hillis scheduled and attended his regular Coffee with the Mayor. Thanked donors of the "buy a rocket" fundraiser in support of the 4th of July celebration in the Town of Moraga.

B. Town Manager

Town Manager Mitnick

Deferred report to the end.

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.

Public Works Director, Nate Levine presented the item.

Council did not have any clarifying questions.

Mayor Hillis **opened** the Public Hearing.

There were no public comments.

Mayor Hillis **closed** the Public Hearing.

ACTION:

Motion: **Woehleke** / Second: **Dolan**

Approve Item 8A as presented.

Vote: (5-0)

- 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.

Assistant Planner, Cassius Carandang presented the item.

Councilmembers asked clarifying questions.

Town Manager, Mitnick provided additional information.

Mayor Hillis **opened** the Public Hearing.

Kathy Brown provided public comment and Town Manager Mitnick provided a response to the comment.

Mayor Hillis **closed** the Public Hearing.

Councilmembers provided final deliberation and requested additional information regarding noticing requirements included in the proposed Ordinance.

ACTION:

Motion: **Woehleke** / Second: **Dolan**

Approve Item **8B** with modifications to 8.124.090(E) regarding noticing language to read "Upon receipt of application, the Planning Director shall mail a courtesy notice to all owners of abutting properties to notify them of the application. The notice shall state that there is no right of an aggrieved party to appeal the approval."

Vote: (4-1; Thiel)

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.

Assistant Planner, Cassius Carandang presented the item.

Councilmembers asked clarifying questions.

There were no public comments.

Town Manager Mitnick provided additional information regarding the previous item.

COUNCIL RECEIVED THE REPORT; THERE IS NO ACTION.

- 9B.** Receive Parks, Recreation, and Open Space Master Plan community engagement update and provide input to staff.

Parks and Recreation Director, Mackenzie Brady introduced Madison Merrill from WRT who presented the item.

Councilmembers asked clarifying questions.

Laura Koob, Lisa Moffett, Lisa Tucker, Kathryn Carr, Ellery Jedlicka, Grant Jedlicka, Scott Bowhay, Melanie Bell, Rachel Parsons, Ken Christiansen and Kathy Brown.

Councilmembers provided comments and deliberation.

A majority of Councilmembers provided direction to eliminate specific items from consideration in the Parks and Open Space Master Plan: Pickleball, Stadium and Stadium Lights at Rancho Laguna Park.

COUNCIL RECEIVED THE REPORT AND PROVIDED DIRECTION TO STAFF.

Town Manager Mitnick made final comments on the item.

Mayor Hillis called for a 5 minutes recess at **8:45pm**.

Mayor Hillis reconvened the meeting at **8:54pm**.

- 9C.** Receive an Economic Development Update Report.

Town Manager, Scott Mitnick presented the item.

Councilmembers asked clarifying questions.

There were no public comments.

COUNCIL RECEIVED THE REPORT; THERE IS NO ACTION.

Council adjourned due to meeting time restrictions at **9:29 PM**.

The remaining items were not taken before council.

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

11. INFORMATIONAL ITEMS

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

13. ADJOURNMENT

Mayor Hillis adjourned the Town Council Regular meeting at **9:29 PM**

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

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

Subject: Adoption of an Ordinance Amendment to Chapter 8.124, Accessory Dwelling Units of Title 8 (Planning and Zoning) of the Moraga Municipal Code.

RECOMMENDATION

Waive the second reading and adopt 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. Find the Ordinance exempt from review pursuant to section 15282(h) of the California Environmental Quality Act.

BACKGROUND

The Planning Commission previously considered the proposed ordinance on June 2, 2026, and recommended that the Town Council adopt it through Resolution No. 04-2026.

Additional background and supporting documentation for the proposed ordinance are included in the staff report for the Town Council's first reading, which is available under Item 8B of the June 24, 2026 Town Council agenda.

DISCUSSION

On June 24, 2026, the Town Council held a public hearing to consider the first reading and introduction of the proposed ordinance. The discussion led to a modification of Section 8.124.090(E) regarding procedures for ADUs and JADUs.

The Town Council directed staff to revise Section 8.124.090(E) to require the Planning Director to mail a courtesy notice to all owners of abutting properties upon receipt of an ADU or JADU application. The notice shall state that no aggrieved party has the right to appeal the approval of an ADU or JADU.

Following public comment and deliberation, the Town Council voted to waive the first reading

and introduce the ordinance, with modifications, by a vote of four in favor and one opposed.

The modifications to Section 8.124.090(E) have been incorporated into the draft ordinance (see Attachment A).

Staff recommends that the Council adopt the ordinance.

FISCAL IMPACT

None. 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 under 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. Do not waive the second reading, and do not adopt the proposed Ordinance.
2. Provide alternative direction to staff.

NEXT STEPS

Once the Ordinance is adopted, it will go into effect in thirty (30) days (August 7, 2026).

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 processing ADU and JADU applications in accordance with State law and the amended ordinance.

ATTACHMENTS

[Attachment A - Draft Ordinance to MMC Chapter 8.124](#)

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; and

WHEREAS, the Town Council voted at its public hearing on June 24, 2026, to waive the first reading and introduce the ordinance amendment, with modifications, and;

WHEREAS, a summary of the proposed amendments to the Accessory Dwelling Unit ordinance was published in the East Bay Times in advance of the July 8, 2026 Town Council meeting, in accordance with California Government Code Section 36933.

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 receipt of application, the planning director shall mail a courtesy notice to all owners of abutting properties, to notify them of the application. 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 July 8, 2026, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Recused:

Kerry Hillis, Mayor

Attest: Amy Heavener, Town Clerk



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Denise Bazzano, Assistant Town Attorney and Amy Heavener, Town Clerk

Subject: Resolution Adopting the Town of Moraga's Conflict of Interest Code for the Biennial Update

RECOMMENDATION

Adopt a resolution Adopting the Town of Moraga's Conflict of Interest Code for the Biennial Update.

BACKGROUND

The State of California Political Reform Act of 1974 ("Act") (codified in Government Code Sections 8100 et seq.) requires the Town to adopt and promulgate a Conflict of Interest Code ("Code") applicable to designate Town employees and public officials. The Code is required to contain certain information, such as the list of designated positions and the disclosure categories for each position. Additionally, the Code is the legal document that sets out the filing deadlines, disqualification rules and the manner of reporting conflicts of interest.

A Code must generally achieve the following:

- Provide reasonable assurance that all foreseeable potential conflict of interest situations will be disclosed or prevented;
- Provide to each affected person a clear and specific statement of his or her duties under the conflict of interest code; and
- Adequately differentiate between designated employees with different powers and responsibilities.

California Government Code 87306.5 requires that each local agency review and, if necessary, revise its Code in even-numbered years. The updated Code must be filed with the Fair Political Practices Commission ("FPPC") for review and approval.

The FPPC has adopted a regulation (2 Cal. Code of Regs. Sections 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and a hearing, the standard code may be amended to

conform to amendments in the Political Reform Act. The terms of California Code of Regulations section 18730, and any amendments to it duly adopted by the FPPC, may be incorporated by reference into a local agency's Code.

Members of the Town Council and Planning Commission, Town Manager, Town Attorney, and Town Treasurer are required to file separately pursuant to Government Code section 87200, and are, therefore, are not listed in the Town's Code. Section 87200 filings are submitted directly to the FPPC, although the Clerk retains copies for public inspection. (Gov. Code Sec. 87500.)

Pursuant to the Town's Code, certain Town employees and consultants who hold positions that involve making or participating in the making of decisions which may foreseeably have a material effect on the holder's financial interests must also file Statements of Economic Interest, Form 700. Individuals holding designated positions are required to file their Form 700 filings with the Town Clerk, who will make the statements available for public inspection and reproduction. (Gov. Code Sec. 81008.)

In 2024, the Town Council voted to include the Art in Public Spaces Committee (APSC) members as designated positions in the Town of Moraga's Conflict of Interest Code. The Code lists all agency positions that involve the making or participation in making of decisions that "may foreseeably have a material effect on any financial interest," which may include volunteers on a committee if the members make or participate in making government decisions. (See Gov. Code Sec. 87302)(c).)

DISCUSSION

Staff has reviewed all of the Town's committees and commissions to determine whether any of them participate in the decision-making process that could foreseeably have a material effect on any financial interest of the committee or commission member and the Town has decided that no additional changes to the Conflict of Interest Code are required at this time.

FISCAL IMPACT

There are no direct fiscal impacts associated with this agenda item.

CEQA COMPLIANCE

Adopting the proposed Resolution ratifying the Town's Conflict of Interest Code does not constitute a project as defined by the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) as the proposed action does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (14 Cal. Code Regs. § 15378.)

ALTERNATIVES

1. Make revisions to the proposed resolution ratifying the Town of Moraga's Conflict of Interest Code for the Biennial Update; or
2. Provide alternate direction to staff.

NEXT STEPS

Upon approval of the proposed resolution, the Town Clerk will file the resolution with the Fair Political Practices Commission (“FPPC”) for review and approval.

ATTACHMENTS

[Attachment A - Draft Resolution - Updating Conflict of Interest Code](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2024

**ADOPTING THE TOWN OF MORAGA'S CONFLICT OF INTEREST CODE FOR THE
BIENNIAL UPDATE**

WHEREAS, pursuant to California Government Code commencing with Section 87300, the Town Council is required to adopt and promulgate a Conflict of Interest Code;

WHEREAS, pursuant to Government Code Section 87302, the Conflict of Interest Code shall provide for specific enumeration of the positions within the Town, other than those specified in Government Code Section 87200, which involve the making or participation in the making of decisions which may foreseeably have material effect on any financial interest and for each such enumerated position, the specific types of investments, business positions, interests in real property and sources of income which must be reported; and it is necessary to update the Conflict of Interest Code in even numbered years to comply with current law and to review designated classifications;

WHEREAS, Moraga's Conflict of Interest Code was originally adopted by Resolution No. 49-76;

WHEREAS, the Regulations of the Fair Political Practices Commission, (Title 2, Division 6, California Code of Regulations) Section 18730, authorizes the adoption of the Conflict of Interest Code by incorporating Section 18730 by reference and designating the positions and disclosure categories to which the Code applies; and

WHEREAS, the adoption of this resolution does not constitute a project as defined by the California Environmental Quality Act (Public Resources Code Section 21000, et seq.) (CEQA) as the proposed action does not have the potential to result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. (14 Cal. Code Regs. § 15378.).

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga as follows:

1. Conflict of Interest Code Adopted: The Town hereby adopts by reference the terms of Title 2 California Code of Regulations Section 18730(b) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated in its entirety by reference. This Resolution, the provisions of Section 18730(b) and any amendments and the attached Appendix "A," designating positions and establishing disclosure requirements, shall constitute the Conflict of Interest Code for the Town of Moraga.

2. Statement of Economic Interests: Individuals holding positions as designated in Appendix "A," attached hereto, shall file statements of economic interests (Form 700) with the Town Clerk. The Town Clerk shall forward the original Form 700s filed by the Mayor, Members of the Town Council, Planning Commissioners, the Town Manager, the Town Attorney, and the Town Treasurer to the Fair Political Practices Commission pursuant to California Government Code Sections 87500. The Town Clerk shall retain a copy of all statements of economic interests and make them available for public inspection and reproduction in accordance with Government Code Section 81008.

3. Maintenance of Conflict of Interest Code: The Town Clerk shall maintain at all times one copy of the Town's Conflict of Interest Code for examination by the public and shall cause the filing of such code in the manner required by law.

APPENDIX A DESIGNATED POSITIONS

<u>DESIGNATED POSITIONS</u>	<u>DISCLOSURE CATEGORY</u>
Chief of Police	1, 2
Town Engineer/Director of Public Works	1, 2
Director of Administrative Services	1, 2
Planning Director	1, 2
Superintendent of Public Works/Parks	1, 2
Parks and Recreation Director.....	1
Town Clerk	1
Art in Public Spaces Committee Members	1
Consultants/New Positions	*

*Individuals providing services as a Consultant as defined in Title 2 California Code of Regulations sections 18700.3 and 18734 or in a new position as defined in Regulation 18734 that make or participate in making governmental decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

If the new position or consultant performs limited duties, the agency may tailor the disclosure requirements to the duties performed. The Town Manager (or designee) may determine in writing that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement.

a. Not later than ten (10) days after the final approval of a newly created position, the department manager (or designee) shall submit to the Clerk a completed Fair Political Practices Commission Form 804 (Agency Report of New Positions), or subsequent form, which identifies the classification and disclosure categories. The Town Manager (or designee) will review the department's recommendation and make the final determination. The Town Manager (or designee) determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

b. Not later than ten (10) days after an authorized Town representative has signed a consultant contract, the department manager (or designee) shall submit to the Clerk a completed Fair Political Practices Commission Form 805 (Agency Report of Consultants), or subsequent form, which identifies the consultant and disclosure categories. The Town Manager (or designee) will review the department's recommendation and make the final determination. The Town Manager (or designee)

determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

The following positions are not covered by this Conflict of Interest Code because they must file a Statement of Economic Interests pursuant to Government Code Section 87200 et seq. and, therefore, are listed for informational purposes only:

Members of the Town Council
Members of the Planning Commission
Town Manager
Town Attorney
Town Treasurer

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Government Code Section 87200.

APPENDIX B DISCLOSURE CATEGORIES

Category 1: Designated positions assigned to this category must report investments and business positions in business entities, management positions in nonprofits, and income, including receipt of gifts, loans, and travel payments, from sources of the type to provide goods, supplies, products, or services utilized by the Town.

Category 2: Designated positions assigned to this category must report interests in real property located within the Town or within two miles of the boundaries of the Town or within two miles of any land owned or used by the Town.

DRAFT



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor & Councilmembers
From: Katie Bruner, Administrative Services Director
Subject: Establishing the Town's Fiscal Year 2026-27 Annual Appropriations Limit

RECOMMENDATION

Adopt a resolution establishing the Fiscal Year 2026-27 Annual Appropriations Limit (Gann Limit).

BACKGROUND

Section 7910 of the California Government Code and by Article XIII B of the California Constitution (commonly referred to as the "Gann Initiative") requires Town Council to adopt a resolution that approves the Town's annual budget appropriations limit for the fiscal year. This limit reflects the State's constitutional spending amount allowable for California governmental agencies based on the Consumer Price Index and population growth. This staff report complies with this State reporting requirement.

DISCUSSION

There are two different factors that can be used to calculate the limit for FY 2026-27 which ends June 30, 2027. The factors are used as an adjustment for subsequent years to increase the limit and must be based on the following:

- Factor #1: Either the change in California's Per Capita Personal Income factor or the percentage change in the local assessment roll from the preceding year due to the addition of new nonresidential construction in the Town, whichever is higher.
- Factor #2: Either the change in the Town's own population or the change in population of the entire County, whichever is higher.

To calculate the FY 2026-27 appropriations limit, staff has selected the California Per Capita Personal Income for Factor #1. This factor is used since the FY 2026-27 local assessment information is not available from the County of Contra Costa at this time. The percentage change in the California Per Capita Personal Income over the prior year is an increase of

4.95%.

For the change in population, staff used -0.31% percent – representing the change in population for Contra Costa County, which is higher than the Town of Moraga's population change of -0.58% for the period of January 1, 2025 to January 1, 2026 (provided by the State of California Department of Finance).

Based on staff's calculation, the FY 2026-27 Appropriation Limit is \$21,998,470 (Exhibit A). A resolution which authorizes the new Appropriation Limit for next year is attached. The actual budget subject to the limitation excludes self-supporting funds, capital improvement funds, capital outlay grant funds, and specific exclusions such as the Gas Tax Fund. The FY 2026-27 appropriations subject to the Gann Limit is \$10,371,963. Therefore, the Town could appropriate an additional \$11,626,507 before the legal limit would be reached.

FISCAL IMPACT

None. The draft resolution will establish the FY 2026-27 appropriations limit at \$21,998,470. For FY 2026-27, the Town will continue to maintain a comfortable margin between the appropriations limit and the Town's appropriations subject to the Gann Limit.

CEQA COMPLIANCE

Establishing the annual appropriations (GANN) limit is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

ALTERNATIVES

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

NEXT STEPS

None.

ATTACHMENTS

[Attachment A and Exhibit A - Draft Resolution - Annual GANN Limit - FY27](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. XX-2026

**ESTABLISHING THE ANNUAL GANN APPROPRIATIONS LIMIT FOR THE
FISCAL YEAR 2026-27**

WHEREAS, the Article XIII B of the State of California establishes a limitation on spending by cities of funds from proceeds of taxes;

WHEREAS, in accordance with Government Code Section 7910, the Town Council must select the price factor and changes in the population factor to calculate the appropriations limit and establish the annual appropriations limit for the following fiscal year;

WHEREAS, the annual calculation of the appropriations limit shall be reviewed as part of the annual independent financial audit; and

WHEREAS, the Fiscal Year 2026-27 appropriations subject to the limit is \$10,371,963 and the calculated Fiscal Year 2026-27 appropriations limit is \$21,998,470.

NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF MORAGA, IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION, HEREBY adopts the price factor as the California per capita personal income change of 4.95 percent and the Contra Costa County population percent change of -0.31 percent to calculate the appropriations limit of \$21,998,470, as reflected in Exhibit A for the Fiscal Year 2026-27.

Exhibit A

TOWN OF MORAGA GANN APPROPRIATION LIMIT CALCULATION FOR THE FISCAL YEAR ENDING JUNE 30, 2027

						Amount		Sources
A.	2025-26 Appropriations Limit					\$21,026,086		
B.	Adjustment Factors							
	1. Population					0.9969		*State of California, Department of Finance
	2. Per Capita Personal Income					1.0495		*State of California, Department of Finance
	Total Adjustment Factors					1.0462		*B1xB2
C.	Annual Adjustment					972,384		Ax(B-1)
D.	2026-27 Appropriations Limit					\$21,998,470		A+C
It should be noted that Appropriations Limit applies only to proceeds of taxes, as defined by the law and statewide reporting guidelines								
Fund 101	Tax Appropriations Subject to Tax Limit							
Fund 101	Property Tax					\$ 6,241,453		
Fund 101	Property Transfer Tax					\$ 206,000		
Fund 101	Sales Tax-Bradley Burns					\$ 1,450,000		
Fund 110	Sales Tax-Measure K					\$ 2,474,510		
	TOTAL APPROPRIATIONS SUBJECT TO LIMIT					\$ 10,371,963		
	APPROPRIATIONS SUBJECT TO LIMIT					\$ 10,371,963		
	2026-27 Appropriations Limit					\$ 21,998,470		
	Over/(under) Appropriations Limit					\$ (11,626,507)		
	Percentage Over/(Under) Limit					-53%		



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor & Councilmembers
From: Katie Bruner, Administrative Services Director
Subject: Correction to the Town's Fiscal Year 2025-26 Annual Appropriations Limit

RECOMMENDATION

Adopt a resolution updating the Fiscal Year 2025-26 Annual Appropriations Limit (Gann Limit).

BACKGROUND

Section 7910 of the California Government Code and by Article XIII B of the California Constitution (commonly referred to as the "Gann Initiative") requires Town Council to adopt a resolution that approves the Town's annual budget appropriations limit for the fiscal year. This limit reflects the State's constitutional spending amount allowable for California governmental agencies based on the Consumer Price Index and population growth. This staff report complies with this State reporting requirement.

Council originally adopted the GANN limit for FY 2025-26 as part the biennial budget adoption on June 25, 2025. Staff identified an error in the calculation for the GANN limit, and is bringing forward a corrected GANN limit calculation for FY 2025-26.

DISCUSSION

There are two different factors that can be used to calculate the limit for FY 2025-26 which ends June 30, 2026. The factors are used as an adjustment for subsequent years to increase the limit and must be based on the following:

- Factor #1: Either the change in California's Per Capita Personal Income factor or the percentage change in the local assessment roll from the preceding year due to the addition of new nonresidential construction in the Town, whichever is higher.
- Factor #2: Either the change in the Town's own population or the change in population of the entire County, whichever is higher.

To calculate the FY 2025-26 appropriations limit, staff has selected the California Per Capita Personal Income for Factor #1. This factor is used since the FY 2025-26 local assessment information is not available from the County of Contra Costa at this time. The percentage change in the California Per Capita Personal Income to be used for FY 2025-26 is an increase of 6.44%.

For the change in population, staff used -0.30% percent – representing the change in population for Contra Costa County, which is higher than the Town of Moraga's population change of -1.98% for the period of January 1, 2024 to January 1, 2025 (provided by the State of California Department of Finance).

Based on staff's calculation, the FY 2025-26 Appropriation Limit is \$21,023,977 (Exhibit A). A resolution which authorizes the new Appropriation Limit for next year is attached. The actual budget subject to the limitation excludes self-supporting funds, capital improvement funds, capital outlay grant funds, and specific exclusions such as the Gas Tax Fund. The FY 2025-26 appropriations subject to the Gann Limit is \$10,076,122. Therefore, the Town could appropriate an additional \$10,947,855 before the legal limit would be reached.

FISCAL IMPACT

None. The draft resolution will establish the FY 2025-26 appropriations limit at \$21,023,977. For FY 2025-26, the Town will continue to maintain a comfortable margin between the appropriations limit and the Town's appropriations subject to the Gann Limit.

CEQA COMPLIANCE

Establishing the annual appropriations (GANN) limit is not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

ALTERNATIVES

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

NEXT STEPS

None.

ATTACHMENTS

[Attachment A - Exhibit A - Draft Resolution - Annual GANN Limit Correction - FY26](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. XX-2026

**CORRECTING THE ANNUAL GANN APPROPRIATIONS LIMIT FOR THE FISCAL
YEAR 2025-26 AND RESCINDING RESOLUTION 41-2025**

WHEREAS, the Article XIII B of the State of California establishes a limitation on spending by cities of funds from proceeds of taxes;

WHEREAS, in accordance with Government Code Section 7910, the Town Council must select the price factor and changes in the population factor to calculate the appropriations limit and establish the annual appropriations limit for the following fiscal year;

WHEREAS, the annual calculation of the appropriations limit shall be reviewed as part of the annual independent financial audit;

WHEREAS, the Town Council of Moraga adopted resolution 41-2025 establishing the GANN limit for Fiscal Year 2025-26;

WHEREAS, staff have corrected the calculation of the GANN limit for Fiscal Year 2025-26; and

WHEREAS, the Fiscal Year 2025-26 appropriations subject to the limit is \$10,076,122 and the calculated Fiscal Year 2025-26 appropriations limit is \$21,026,086.

NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF MORAGA, IN ACCORDANCE WITH ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION, HEREBY corrects the Appropriations Limit for Fiscal Year 2025-2026 and adopts the price factor as the California per capita personal income change of 6.44 percent and the Contra Costa County population percent change of -0.30 percent to calculate the appropriations limit of \$21,026,086, as reflected in Exhibit A for the Fiscal Year 2025-26.

BE IT FURTHER RESOLVED, that the Town Council hereby rescinds Resolution 41-2025 in its entirety.

Exhibit A

TOWN OF MORAGA						
GANN APPROPRIATION LIMIT CALCULATION						
FOR THE FISCAL YEAR ENDING JUNE 30, 2026						



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Public Works Director/Town Engineer

Subject: Award of Professional Services Agreement for Design Services for the Rheem Boulevard at Chalda Way Slide Repair Project (CIP 25-408)

RECOMMENDATION

Adopt a Resolution:

1. Authorizing the Town Manager to execute a professional services agreement with Haley & Aldrich, Inc. for the Rheem Boulevard at Chalda Way Slide Repair Project (CIP 25-408) in a total amount not to exceed \$237,519, which includes the agreement amount of \$215,927 and a ten percent contingency of \$21,592; and
2. Authorizing the Town Manager or designee to authorize individual phases, optional/additional tasks, and use of contingency within the approved total not-to-exceed amount; and
3. Finding that the recommended action is not a project under the California Environmental Quality Act (CEQA) because it is limited to consultant design and related professional services and does not approve construction or physical changes to the environment.

BACKGROUND

Rheem Boulevard near Chalda Way has experienced slope and roadway distress that requires evaluation and design of a permanent repair. The distress affects the public roadway and the adjacent embankment area, raising concerns about roadway stability, drainage, constructability, and long-term maintenance. See Attachment B for a Site Location Map. The Rheem Boulevard at Chalda Way Slide Repair Project (CIP 25-408) is intended to identify an appropriate repair approach, prepare design documents, and support future construction of the repair.

A geotechnical study was prepared for this location in 2016 and remains an important starting point for the project. However, the study is now nearly 10 years old, and additional slope and

roadway distress has occurred since then. For that reason, staff does not recommend relying on the 2016 study as the sole basis for final design.

The Town's approach is to use the 2016 study as background information, confirm current site conditions, evaluate practical repair options, and develop a preferred repair concept before advancing to final design. This phased approach is intended to help the Town select a repair that is appropriately scoped for the actual site conditions and better understand the likely construction cost before committing to final design.

On May 14, 2026, the Town issued a Request for Proposals and Qualifications for professional design and geotechnical services for the project.

DISCUSSION

The Town received four proposals from Haley & Aldrich, Inc., ENGEO, Sandis, and SRM. A review team of staff engineers evaluated the proposals using a qualifications-based process.

Haley & Aldrich was ranked first by the review team and is recommended for award based on its project-specific understanding, prior site knowledge, relevant municipal landslide-repair experience, and a phased approach to verifying current conditions before advancing to final design.

Haley & Aldrich prepared the 2016 geotechnical report for this site, and the proposed team includes staff with direct knowledge of prior work. The firm also recognized that the 2016 report is important background but should not be the sole basis for final design because conditions have changed and the prior investigation has limitations. Haley & Aldrich also has relevant experience with local roadway landslides, slope stabilization, retaining walls, drainage, and plans, specifications, and estimates (PS&E) projects.

The proposed scope is structured to preserve the Town's decision point before final design. Phase 1 is intended to confirm current conditions, compare repair alternatives, and develop a 30% concept and cost estimate before the Town commits to final design.

This includes:

Phase 1 - background review, focused current-condition confirmation, alternatives evaluation, preferred repair recommendation, and 30% concept development;

- **Optional Task 3A** - focused additional investigation, if needed, which may include potholing, geophysics, borings, laboratory testing, inclinometer installation, and related investigation needed to confirm current conditions and support the preferred repair recommendation;

Phase 2 - final design and bid-ready PS&E, to proceed only after the Town accepts the preferred alternative/30% concept; and

- **Optional Phase 3** - bidding and construction support, to be authorized only if needed.

Staff recommends authorizing the full agreement and contingency now to provide flexibility if Phase 1 identifies a need for additional focused investigation or related support, while limiting

the initial notice to proceed to the base Phase 1 scope. Optional tasks, later phases, and use of contingency would require separate written authorization by the Town before Haley & Aldrich may proceed. This structure allows the Town to respond to the information developed during Phase 1 while maintaining control over cost and scope. The Phase 1 basis of design and 30% concept will identify the preferred repair approach and estimated construction cost before the Town decides whether to proceed to final design, adjust the scope, or plan for additional construction funding.

FISCAL IMPACT

Haley & Aldrich's agreement amount is \$215,927. Staff recommends authorizing a 10% contract contingency of \$21,592 for limited-scope refinements, unforeseen investigative needs, or related professional services that may be needed during project development, for a total authorization not to exceed \$237,519.

The adopted FY 2025-26 and FY 2026-27 Capital Improvement Program includes \$887,000 for CIP 25-408, funded by Measure K. The recommended total authorization is within the adopted project budget.

CEQA COMPLIANCE

The recommended action is limited to award of a professional services agreement for design, geotechnical evaluation, and related project development services. The action does not approve construction or any physical change to the environment, and therefore is not a project under the California Environmental Quality Act (CEQA).

Environmental review for the eventual repair will be addressed as part of project development/design before construction approval, as applicable.

ALTERNATIVES

1. Adopt the attached Resolution with modifications; or
2. Direct staff to negotiate with the next-ranked firm; or
3. Do not adopt the attached Resolution and provide direction to staff.

NEXT STEPS

If the Resolution is adopted, staff will finalize and execute the professional services agreement with Haley & Aldrich and issue an initial notice to proceed for the base Phase 1 scope only. Staff will review the Phase 1 basis-of-design findings, determine whether any optional investigation is needed, and use the preferred alternative and concept-level cost estimate to evaluate the likely construction funding requirement.

After the Town accepts the preferred repair alternative and 30% concept, staff may authorize Phase 2 final design within the approved total authorization. Phase 3 bidding and construction support would remain optional and would be authorized only if needed. Construction authorization, construction funding, and environmental review for the future repair would be addressed separately before construction proceeds.

ATTACHMENTS

Attachment A - DRAFT Resolution - Rheem Chalda Slide Repair

Attachment B - SiteMap

Attachment C - PSA Rheem Blvd Slide Repair Award

Attachment D - CIP 25-408 Budget Sheet

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. XX-2026

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MORAGA
AUTHORIZING THE TOWN MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH HALEY & ALDRICH, INC. FOR THE RHEEM
BOULEVARD AT CHALDA WAY SLIDE REPAIR PROJECT (CIP 25-408) IN
A TOTAL AMOUNT NOT TO EXCEED \$237,519.**

WHEREAS, Rheem Boulevard near Chalda Way has experienced slope and roadway distress affecting the public roadway and adjacent embankment area, requiring evaluation and design of a permanent repair;

WHEREAS, the Rheem Boulevard at Chalda Way Slide Repair Project (CIP 25-408) is intended to identify an appropriate repair approach, prepare design documents, and support future construction of the repair;

WHEREAS, the Town issued a Request for Proposals and Qualifications on May 14, 2026, for professional design and geotechnical services for the project; and

WHEREAS, the Town received four proposals from Haley & Aldrich, Inc., ENGEO, Sandis, and SRM, and a review team of staff engineers evaluated the proposals using a qualifications-based process;

WHEREAS, Haley & Aldrich, Inc. was ranked first by the review team and is recommended for award based on its project-specific understanding, prior site knowledge, relevant municipal landslide-repair experience, and phased approach to verifying current conditions before advancing final design;

WHEREAS, the proposed scope includes Phase 1 basis-of-design work, optional focused additional investigation, Phase 2 final design and bid-ready plans, specifications, and estimate, and optional Phase 3 bidding and construction support;

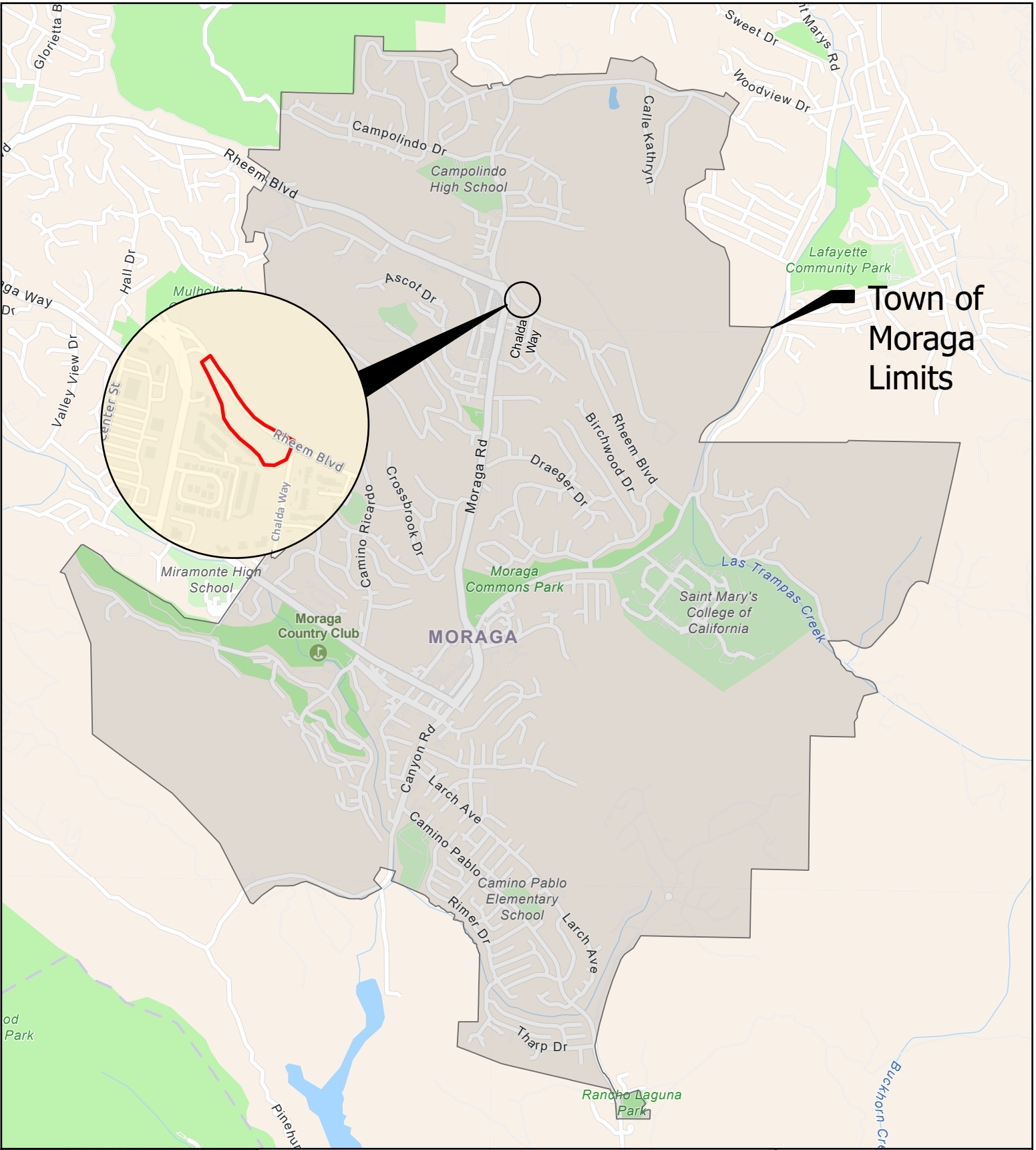
WHEREAS, Haley & Aldrich, Inc.'s agreement amount is \$215,927, and staff recommends authorizing a ten percent contingency in the amount of \$21,592, for a total authorization not to exceed \$237,519;

WHEREAS, the adopted Fiscal Year 2025-26 and Fiscal Year 2026-27 Capital Improvement Program includes funding for CIP 25-408, funded by Measure K, and the recommended authorization is within the adopted project budget; and

WHEREAS, the recommended action is limited to approval of consultant design and related professional services and does not approve construction or physical changes to the environment.

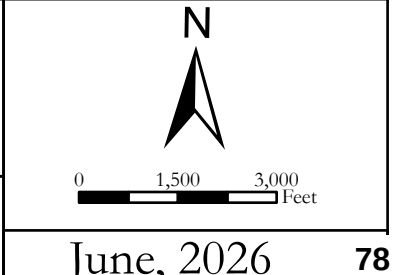
NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga as follows:

1. The Town Council authorizes the Town Manager to execute a professional services agreement with Haley & Aldrich, Inc. for the Rheem Boulevard at Chalda Way Slide Repair Project (CIP 25-408) in a total amount not to exceed \$237,519, which includes the agreement amount of \$215,927 and a ten percent contract contingency of \$21,592.
2. The Town Manager or designee is authorized to issue notices to proceed, authorize individual phases, authorize optional/additional tasks, and authorize use of contingency within the approved total not-to-exceed amount.
3. Optional/additional tasks, Phase 2 final design, Phase 3 bidding/construction support, and use of contingency require separate written authorization by the Town before Haley & Aldrich, Inc. may proceed.
4. Phase 2 final design shall proceed only after the Town accepts the preferred repair alternative and 30% concept developed through Phase 1.
5. The Town Council finds that this action is not a project under the California Environmental Quality Act (CEQA) because it is limited to approval of consultant design and related professional services and does not approve construction or physical changes to the environment. Environmental review for the eventual repair will be addressed as part of project development/design before construction approval, as applicable.
6. The Town Manager and Town staff are authorized to take all actions necessary to implement this Resolution, including execution of the agreement and any minor non-substantive revisions approved by the Town Manager and Town Attorney.



**Rheem Boulevard at Chalda Way
Slide Repair Project (CIP 25-408)
Site and Location Map**

Town of Moraga



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the 8 day of July, 2026 by and between the TOWN OF MORAGA, hereinafter called the “Town”, and Haley & Aldrich, Inc. hereinafter called the “Consultant.” Town and Consultant shall be sometimes collectively referred to as “Parties.”

Recitals

WHEREAS, Town desires to obtain Engineering Design services in connection with Rheem Blvd at Chalda Way Slide Repair Project; 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 8, 2026, and, subject to Town Council approval, be completed not later than December 31, 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 Two Hundred and Fifteen Thousand Nine Hundred and Twenty-Six Dollars (\$215,927). 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 Consultant'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: Mark Myers, Principal-in-Charge
Haley & Aldrich, Inc.
201 N. Civic Drive, Ste. 220
Walnut Creek, CA 94596

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 comment 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.

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

TOWN OF MORAGA

CONSULTANT

By:

Scott Mitnick,
Town Manager

Amy Heavener
Town Clerk

By:

Name:

Title:

Address:

Phone No:

APPROVED AS TO FORM:

By:

Michelle Marchetta Kenyon,
Town Attorney

FUNDING:

By:

Katie Bruner,
Administrative Services Director

EXHIBIT A

Scope of Services

Insert

Haley & Aldrich's proposed scope follows the Town's preliminary scope and phased structure. We propose to complete

Phase 1 first, then proceed to later phases only if authorized by the Town. Recommended refinements, assumptions, exclusions, optional tasks, and contingent work items are identified at the end of this section.

TASK 1 – PROJECT MANAGEMENT AND COORDINATION

Haley & Aldrich will provide project management and coordination throughout the authorized phases. Our project manager, Eli Zane, PE, GE will serve as the primary point of contact for the Town and will manage the Haley & Aldrich team, subconsultants, schedule, budget, deliverables, quality reviews, and coordination with affected parties.

Project management will include:

- » Kickoff meeting with Town staff.
- » Baseline work plan, schedule, and task-level budget.
- » Regular coordination with Town staff.
- » Subconsultant coordination.
- » Budget and schedule tracking by task and phase.
- » Quality assurance and quality control reviews.
- » Tracking of key assumptions, risks, decisions, and action items.

Deliverables

- » Kickoff meeting agenda and summary notes.
- » Baseline work plan, schedule, and task-level budget.
- » Periodic schedule and status updates.
- » Meeting agendas and action-oriented notes.
- » Updated risk, assumption, and decision log.

Phase 1 – Basis of Design and 30

Percent Concept

TASK 2 – EXISTING INFORMATION REVIEW AND SITE RECONNAISSANCE

Haley & Aldrich will review available information to establish the factual baseline for Phase 1. This review will

include the 2016 CE&G report, prior repair records, available record drawings, available utility information, Town-provided photographs, CIP information, and other

relevant documents provided by the Town.

Haley & Aldrich will perform site reconnaissance using

ground-level methods and UAS aerial imagery to observe and document:

- » Pavement cracking and vertical separation.
- » Sidewalk, curb, and gutter distress.
- » Slope deformation and surface cracking.
- » Drainage features and evidence of surface-water concentration.
- » Temporary tarps or covers.
- » Existing retaining walls and prior repair limits.
- » Access, traffic, and staging constraints.
- » Visible utility features and potential conflicts.

We will compare current distress with the 2016 mapping

to identify where conditions have expanded, changed, or

appear to be controlled by different mechanisms.

Deliverables

- » Existing information review summary.
- » Annotated site photographs and reconnaissance notes.
- » Updated description of visible distress and likely constraints.
- » List of missing information and recommended follow-up actions.

TASK 3 – SUPPLEMENTAL SURVEY, INVESTIGATION, AND UTILITY VERIFICATION

Haley & Aldrich will perform or manage supplemental field work needed to evaluate alternatives and prepare a defensible Basis of Design Memorandum. This task will focus on updating the project team's understanding of current site conditions, confirming key assumptions, and identifying data gaps before the Town selects a preferred repair alternative.

The RFP/Q states that the 2016 CE&G report should be used as background information, not as the sole basis for final design. The RFP/Q directs the selected consultant to determine the field investigation, geotechnical analysis, survey, utility verification, materials evaluation, and related work needed to support the recommended repair alternative and design. The supplemental work is expected to include:

- » Updated topographic survey and base mapping.
- » Field mapping of current distress and prior repair limits.
- » Compare current distress limits with the 2016 mapping and prior repair information.
- » Utility records review and coordination with utility owners.
- » Utility locating, verification, and potholing.
- » Evaluation of existing drainage infrastructure, including

historical subdrains and drainage facilities identified in previous plans.

- » Camera inspection of accessible storm drainage and subdrain facilities, as possible, to assess condition, offsets, and functionality.
- » Documentation of drainage, utility, access, right-of-way, and constructability constraints.
- » Identify whether the available records, updated survey, field mapping, utility review, potholing, and drainage inspection provide a sufficient basis to compare repair alternatives and recommend a preferred concept. The base Task 3 scope includes drainage inspection, accessible drainage camera inspection, utility locating, and targeted potholing needed to support the Phase 1 alternatives evaluation. The base Task 3 scope does not assume that borings, geophysical exploration, laboratory testing, or instrumentation are automatically required before the alternatives evaluation can proceed. Instead, Haley & Aldrich will first complete the focused field evaluation, survey, utility review, potholing, and drainage inspection described above. If that work confirms the assumptions needed to compare alternatives and recommend a preferred repair concept, Haley & Aldrich will proceed with the alternatives evaluation without additional subsurface exploration.

OPTIONAL TASK 3A – CONTINGENT SUBSURFACE EXPLORATION AND EVALUATION

For cost proposal purposes, optional subsurface exploration and specialty evaluation will be identified as

Task 3A. Haley & Aldrich will recommend Task 3A only if the base Task 3 work identifies data gaps that could materially affect alternative selection, cost, constructability, or the 30 percent concept design. Potential triggers for Task 3A may include evidence of deeper-seated movement, uncertainty in depth to

competent bedrock, apparent groundwater or seepage conditions, utility trench conditions that may influence movement, or uncertainty that cannot be resolved through the base Task 3 field mapping, survey, utility potholing, and drainage inspection. If authorized by the Town, Task 3A may include one or more of the following optional services, depending on the specific data gap to be resolved:

- » Exploratory borings to evaluate fill thickness, depth to competent bedrock, soil and bedrock conditions, and potential groundwater or seepage conditions. Assumes traffic control is not needed.
- » Laboratory testing of selected soil or bedrock samples, if needed to support design parameters or compare repair alternatives.
- » Seismic refraction, multichannel analysis of surface waves, or similar geophysical methods to estimate depth to bedrock, lateral variability in subsurface conditions, or potential zones of weaker material.
- » Installation of an inclinometer in a boring if active movement monitoring is warranted or if the Town may defer construction and would benefit from movement data before final design.
- » Private utility location before subsurface investigation.

(The locator has multiple tools to identify utilities including ground penetrating radar (GPR). It greatly improves safety and can find abandoned lines not marked and/or lines when USA fails to mark lines.) Haley & Aldrich will not proceed with Task 3A services without prior Town authorization. If Task 3A is recommended, Haley & Aldrich will first provide the Town with a brief written recommendation describing the identified data gap and how the purposed investigation work will reduce uncertainty and provide benefit to the Town for this project. We can also clarify if the estimated

cost is accurate or if the cost is less based on the final recommended investigatory method. We will also clarify the schedule of the work and impacts to project timeline. This decision-based approach is intended to include the field work most likely to affect repair selection in the base scope, while preserving flexibility to obtain additional data should our opinion be that additional effort will reduce uncertainty and provide benefit to the project that exceeds the cost of additional work. We will also let the Town know if we have enough data for our analysis, but that additional work can be completed to reduce uncertainty to bidders and thus reduce project cost and change order potential should the project move forward. Under all scenarios, we will communicate our observations and opinions to the Town to collaboratively move the project through design with well thought out defensible recommendations.

Deliverables

- » Survey and base mapping suitable for Phase 1 decisionmaking and concept development.
- » Technical summary of supplemental investigation results.
- » Updated existing conditions summary.
- » Preliminary utility and physical constraints documentation.
- » Summary of base Task 3 utility locating, potholing, and drainage inspection results.
- » Written recommendation for optional Task 3A exploration or specialty evaluation, if warranted.
- » Technical summary of Task 3A results, if Task 3A is authorized by the Town.

TASK 4 – AGENCY, UTILITY, AND PROPERTY COORDINATION

Haley & Aldrich will perform focused coordination with

utility owners, affected agencies, and adjacent property owners as needed to understand conflicts, access constraints, permit issues, relocation needs, and potential easement requirements. We do not anticipate the need to coordinate with agencies such as SFRQCB, USACE, and CDFWS that are typically responsible for water quality and stream activities.

During Phase 1, this coordination will remain at a feasibility and concept level unless the Town authorizes additional detail.

Deliverables

- » Coordination log or summary.
- » Preliminary matrix of utility conflicts, access constraints, permit issues, and probable easement or right-of-way needs.
- » List of issues requiring follow-up during later phases, if authorized.

TASK 5 – ALTERNATIVES EVALUATION AND DRAFT BASIS OF DESIGN MEMORANDUM

Haley & Aldrich will develop and evaluate practical repair alternatives based on current site conditions, updated field data, Town priorities, and probable construction cost.

The 2016 alternatives will be considered as important background, but they will not be automatically carried forward without review. Potential alternatives may include:

- » No-build or maintenance-only option.
- » Stabilization piles and grade beam.
- » Lightweight fill alternative using geofoam, cellular concrete, foam glass aggregate, or similar materials.
- » Geogrid-reinforced fill.
- » Hybrid stabilization and roadway reconstruction concepts such as a pile-supported MSE retaining wall.
- » Drainage improvements.
- » Pavement, sidewalk, curb, and gutter reconstruction.
- » Other alternatives identified during Phase 1.

The conceptual alternatives that we anticipate considering are presented on the following pages together with preliminary construction cost estimates. Alternatives will be compared using criteria that matter to the Town's decision:

- » Technical performance.
- » Ability to reduce future movement of the road embankment.
- » Constructability.
- » Utility impacts.
- » Traffic handling.
- » Drainage improvements.
- » Right-of-way or easement needs.
- » CEQA and permitting considerations.
- » Construction duration.
- » Planning-level construction cost.
- » Long-term maintenance.
- » Risk and uncertainty.

Deliverables

- » Draft Basis of Design Memorandum.
- » Alternative comparison matrix.
- » Planning-level construction cost estimates for principal alternatives.
- » Town review meeting to discuss the Draft Basis of Design Memorandum and select the preferred option.

TASK 6 – 30 PERCENT CONCEPT DESIGN AND REFINED PRELIMINARY COSTING

After the Town reviews the Draft Basis of Design Memorandum and selects a preferred repair approach,

Haley & Aldrich will prepare a 30 percent concept design

package for the Town-selected alternative.

The 30 percent package will include partially developed

plans and an outline of technical specifications that define:

- » Proposed limits of work.
- » Major design assumptions.
- » Likely construction approach.
- » Utility and drainage considerations.
- » Traffic handling assumptions.
- » Access and staging assumptions.
- » Right-of-way or easement considerations.
- » Major risks and unresolved issues.
- » Refined preliminary opinion of probable construction cost.

We anticipate that the 30% concept design plans will include up to approximately 10 partially completed sheets.

The plans sheets will be prepared using AUTOCAD and our standard municipal projects template upon approval by the Town, with the intent of extending the plan set to the subsequent design levels. The 30% concept design plans will be included as 11x17-inch sheets attached to the Final

Basis of Design Memorandum.

The Final Basis of Design Memorandum will document the selected alternative, the basis for selection, major assumptions, unresolved risks, and recommended next steps for CEQA, permitting, utility coordination, easements, and final design.

Deliverables

- » 30 percent concept plans and exhibits.
- » Refined preliminary opinion of probable construction cost.
- » Matrix of key assumptions, risks, and recommended next steps.
- » Final Basis of Design Memorandum.
- » Phase 1 compilation of project management materials.

Phase 2 – Final Design, If Authorized

TASK 7 – CEQA SUPPORT

If authorized, Haley & Aldrich will support the Town in determining and preparing the appropriate level of California Environmental Quality Act documentation for the selected repair alternative. The RFP/Q notes that a

CEQA exemption may be possible, but the selected alternative may require a different CEQA path depending on the repair footprint and potential impacts.

Deliverables

- » Draft and final CEQA support materials consistent with the authorized environmental pathway.
- » Technical project description and exhibits.

» Meeting or hearing support materials, if requested.

TASK 8 – FINAL DESIGN THROUGH BID-READY PS&E

If authorized, Haley & Aldrich will advance the selected

30% concept through final design and prepare design

calculations, bid-ready plans, technical specifications, and

engineer's estimate. Design submittals are expected at 60

percent, 90 percent, and 100 percent or bid-ready levels,

consistent with the.

Final design documents are anticipated to include:

» Geotechnical and structural design calculations. Alternatives will be compared using criteria that matter to

the Town's decision:

- » Technical performance.
- » Ability to reduce future movement of the road embankment.
- » Constructability.
- » Utility impacts.
- » Traffic handling.
- » Drainage improvements.
- » Right-of-way or easement needs.
- » CEQA and permitting considerations.
- » Construction duration.
- » Planning-level construction cost.
- » Long-term maintenance.
- » Risk and uncertainty.

Deliverables

- » Draft Basis of Design Memorandum.
- » Alternative comparison matrix.
- » Planning-level construction cost estimates for principal alternatives.
- » Town review meeting to discuss the Draft Basis of Design Memorandum and select the preferred option.

TASK 6 – 30 PERCENT CONCEPT DESIGN AND REFINED

PRELIMINARY COSTING

After the Town reviews the Draft Basis of Design Memorandum and selects a preferred repair approach,

Haley & Aldrich will prepare a 30 percent concept design

package for the Town-selected alternative.

The 30 percent package will include partially developed

plans and an outline of technical specifications that define:

- » Proposed limits of work.
- » Major design assumptions.
- » Likely construction approach.
- » Utility and drainage considerations.
- » Traffic handling assumptions.
- » Access and staging assumptions.
- » Right-of-way or easement considerations.
- » Major risks and unresolved issues.
- » Refined preliminary opinion of probable construction cost.

We anticipate that the 30% concept design plans will include up to approximately 10 partially completed sheets.

The plans sheets will be prepared using AUTOCAD and our standard municipal projects template upon approval by the Town, with the intent of extending the plan set to the

subsequent design levels. The 30% concept design plans will be included as 11x17-inch sheets attached to the Final

Basis of Design Memorandum.

The Final Basis of Design Memorandum will document the selected alternative, the basis for selection, major assumptions, unresolved risks, and recommended next steps for CEQA, permitting, utility coordination, easements, and final design.

Deliverables

- » 30 percent concept plans and exhibits.
- » Refined preliminary opinion of probable construction cost.
- » Matrix of key assumptions, risks, and recommended next steps.

» Final Basis of Design Memorandum.

» Phase 1 compilation of project management materials.

Phase 2 – Final Design, If Authorized

TASK 7 – CEQA SUPPORT

If authorized, Haley & Aldrich will support the Town in determining and preparing the appropriate level of

California Environmental Quality Act documentation for the selected repair alternative. The RFP/Q notes that a CEQA exemption may be possible, but the selected alternative may require a different CEQA path depending on the repair footprint and potential impacts.

Deliverables

- » Draft and final CEQA support materials consistent with the authorized environmental pathway.
- » Technical project description and exhibits.
- » Meeting or hearing support materials, if requested.

TASK 8 – FINAL DESIGN THROUGH BID-READY PS&E

If authorized, Haley & Aldrich will advance the selected

30% concept through final design and prepare design calculations, bid-ready plans, technical specifications, and engineer's estimate. Design submittals are expected at 60 percent, 90 percent, and 100 percent or bid-ready levels, consistent with the.

Final design documents are anticipated to include:

- » Geotechnical and structural design calculations.
- Plans extended from the 30% conceptual design sheets that include, as appropriate:
- › Stabilization piles, retaining structures, reinforced fill, or other selected repair elements.
 - › Pavement reconstruction.
 - › Sidewalk, curb, and gutter replacement.
 - › Drainage improvements.
 - › Utility conflict resolution.
 - › Erosion control.
 - › Traffic handling.
 - › Construction staging.

» Technical specifications and bid schedule recommendations. The technical specifications will be prepared to use Caltrans Standard Specifications as the standard specifications for the project and will interface with the "front end" specifications to be prepared and provided by the Town.

Deliverables

- » 60 percent design package.
- » 90 percent design package.
- » 100 percent or bid-ready technical package.
- » Final engineer's estimate.
- » Final comment-response log.

Phase 3 – Optional Bidding and Construction Support, If Authorized

TASK 9 – BIDDING SUPPORT

If authorized, Haley & Aldrich will provide technical support during bidding. This task will be treated as an optional not-to-exceed allowance, consistent with the RFP/Q. Should the actual services needed appear to be likely to exceed the allowance, we will coordinate with the Town to adjust the allowance as needed.

We anticipate providing the following services:

- » Attending a pre-bid meeting or site walk.
- » Responding to bidder questions.
- » Preparing draft technical addenda language.
- » Preparing conformed technical documents after award, if requested.

Deliverables

- » Written responses to bidder questions.
- » Draft technical addenda, if needed.
- » Pre-bid meeting and site walk attendance.
- » Conformed technical documents, if requested.

TASK 10 – CONSTRUCTION SUPPORT

If authorized, Haley & Aldrich will provide technical engineering support during construction. This task will also be treated as an optional not-to-exceed allowance, consistent with the RFP/Q. Should the actual services needed appear to be likely to exceed the allowance, we will coordinate with the Town to adjust the allowance as needed.

We anticipate providing the following services:

- » Attending the preconstruction meeting and selected construction meetings.
- » Reviewing RFIs, submittals, and proposed substitutions.
- » Providing limited field observations.
- » Supporting punch-list and final-walk activities.

- » Reviewing record drawings, if requested.
- » Assisting with technical review of potential claims or warranty issues related to the design.

Deliverables

- » Meeting attendance and technical correspondence.
- » RFI and submittal reviews as requested by the Town or its construction manager.
- » Field observation notes and daily field reports, if requested.
- » Punch-list and final-walk support.
- » Record drawing review support, if requested.

Recommended Refinements, Assumptions, Exclusions, and Optional Items

RECOMMENDED REFINEMENTS

Haley & Aldrich recommends that Phase 1 be treated as a true decision-gate phase. Task 6 should not begin until the Town has reviewed the Draft Basis of Design Memorandum and directed the preferred alternative to be advanced. This matches the RFP/Q and helps the Town avoid spending design funds on an infeasible or unaffordable (unimplementable) concept. We also recommend that the supplemental investigation remain targeted to the current distress area and the information needed for alternative selection. The work should not become a broader corridor study unless the Town identifies additional distress outside the current project limits.

It is possible that our findings from the supplemental work

noted above for Phase 1 may support considering an additional single day of subsurface exploration work to

refine design of the repairs. If that is found to be the case,

we will provide additional geotechnical exploration consisting of one boring up to 50 feet deep with the possibility of including an inclinometer in the borehole.

We recommend that consideration be given to installing

an inclinometer in one of the borings to be completed in

Phase 1 Task 3. This will enable monitoring of the site over

an extended period of time should the cost of full implementation of a repair be delayed due to cost considerations. The monitoring information could be used

to refine the repair plans, as warranted, prior to actual

construction of the repairs. We have provided additional

cost information regarding this potential additional work

as Task 3A.

ASSUMPTIONS

The baseline scope of work presented assumes that our

proposed supplemental geotechnical investigation work

noted will be sufficient to inform design of the repairs

without the need for additional subsurface exploration.

The proposed scope assumes that the Town will provide

available background documents, prior repair records,

photographs, utility information, right-of-way information,

and record drawings. It assumes that Phase 1 field investigation will be limited to the level of survey, utility

CCTV inspection and utility verification needed to support

alternatives evaluation and a 30 percent concept design.

The scope also assumes that agency, utility, and property

coordination during Phase 1 will remain at a feasibility

level. Detailed utility relocation design, easement acquisition documents, and full permit applications will be

completed only if authorized in a later phase or as additional services.

EXCLUSIONS

The proposed scope excludes:

- » Exhaustive corridor-wide geotechnical exploration.
- » Full utility relocation design during Phase 1.
- » Detailed right-of-way acquisition services.
- » Hazardous materials investigation.

» General public outreach.

» Construction management.

» Full-time construction inspection.

» Materials testing during construction.

» Services related to unknown contaminated soil or groundwater unless separately authorized.

OPTIONAL OR CONTINGENT WORK ITEMS

Optional or contingent work may include:

» Additional borings or geophysical work if initial field

work identifies deeper or wider instability than anticipated.

» Geotechnical instrumentation if active movement monitoring is needed.

» Hazardous materials or naturally occurring asbestos

evaluation if suspect materials are encountered.

» Additional environmental studies if the selected alternative does not qualify for an exemption.

» Detailed utility relocation design.

» Easement exhibits or legal descriptions.

» Expanded bidding or construction support.

EXHIBIT B

Schedule of Performance

The services of the Consultant are to commence no sooner than July 8, 2026, and, subject to Town Council approval, be completed not later than December 31, 2027

DRAFT

EXHIBIT C

Cost Proposal

Attached

DRAFT

Attachemd C

DESCRIPTION	STAFFING							REIMBURSABLES (NO MARKUP)										Total Cost			
	Senior Principal	Program Manager / Senior Technical Expert	Technical Expert	Project Manager/Senior Technical Specialist	Technical Specialist	Staff Engineer 2	Project Support	Hours	Cost	LCC Surveying, Inc.	Subtronic Corporation	Traffic Control	Drilling Permit	Private Utility Location	Drilling/Geophysical Subcontractor	Laboratory Testing	Truck Rate				Subtotal Cost
	\$395.00	\$345.00	\$270.00	\$230.00	\$230.00	\$180.00	\$125.00										\$158				
Task 1 - Project Management and Coordination																					
Kickoff Meeting		2	2		2			6	\$ 1,690.00									\$ -	\$ 1,690.00		
Work Plan and Schedule		2	4		10		4	20	\$ 4,570.00									\$ -	\$ 4,570.00		
Budget and Schedule Tracking		2					4	6	\$ 1,190.00									\$ -	\$ 1,190.00		
Meetings, Agendas, Minutes, Action Items (Assume 3)			3		6			9	\$ 2,190.00									\$ -	\$ 2,190.00		
Subtotal Hours		6	9		18		8	41	\$ 9,640.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,640.00		
Subtotal Cost	\$ -	\$ 2,070.00	\$ 2,430.00	\$ -	\$ 4,140.00	\$ -	\$ 1,000.00											\$ -	\$ 9,640.00		
Task 2 - Existing Information Review, Site Reconnaissance and Mapping																					
Review Existing Documents			2		4	4		10	\$ 2,180.00									\$ -	\$ 2,180.00		
JHA and Field Coordination				1	2		1	4	\$ 815.00									\$ -	\$ 815.00		
Site Reconnaissance and Field Mapping & Mark for USA		2			6	4		12	\$ 2,790.00								\$ 158.00	\$ 158.00	\$ 2,948.00		
Summary of Data Gaps Memo		1	2		10	4		17	\$ 3,905.00								\$ 158.00	\$ 158.00	\$ 4,063.00		
Subtotal Hours		3	4	1	22	12	1	43	\$ 9,690.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 316.00	\$ 316.00	\$ 10,006.00		
Subtotal Cost	\$ -	\$ 1,035.00	\$ 1,080.00	\$ 230.00	\$ 5,060.00	\$ 2,160.00	\$ 125.00										\$ 316.00	\$ 316.00	\$ 10,006.00		
Task 3 - Supplemental Survey / Investigation / Utility Verification																					
Utility Records Evaluation			1	2	2	4		9	\$ 1,910.00									\$ -	\$ 1,910.00		
Utility Locating and CCTV				3	2	8		13	\$ 2,590.00	\$ 6,505.40	\$ 6,500.00	\$ 2,000.00					\$ 158.00	\$ 15,163.40	\$ 17,753.40		
Topographic Survey and Right-of-Way			1			6		7	\$ 1,350.00	\$ 14,449.60							\$ 158.00	\$ 14,607.60	\$ 15,957.60		
Subtotal Hours			2	5	4	18		29	\$ 5,850.00	\$ 20,955.00	\$ 6,500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 316.00	\$ 29,771.00	\$ 35,621.00		
Subtotal Cost	\$ -	\$ -	\$ 540.00	\$ 1,150.00	\$ 920.00	\$ 3,240.00	\$ -			\$ 20,955.00	\$ 6,500.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ 316.00	\$ 29,771.00	\$ 35,621.00		
Task 3A OPTIONAL- Subsurface Exploration																					
Subsurface Explorations (Geophysics)			2		8		1	11	\$ 2,505.00						\$ 7,150.00		\$ 158.00	\$ 7,308.00	\$ 9,813.00	Geophysics Only	\$ 9,813.00
Subsurface Explorations (Exploratory boring)			2		10		2	14	\$ 3,090.00				\$ 883.30	\$ 1,400.00	\$ 9,350.00		\$ 158.00	\$ 11,791.30	\$ 14,881.30	Boring and Lab only	\$ 17,011.30
Inclinometer option with 2 rounds of readings and reporting					10		2	12	\$ 2,550.00				\$ 1,219.90		\$ 1,375.00			\$ 2,594.90	\$ 5,144.90	Boring with inclinometer and lab	\$ 22,156.20
Laboratory Testing		1			2		1	4	\$ 930.00							\$ 1,200.00		\$ 1,200.00	\$ 2,130.00		
Subtotal Hours (all options)		1	4		30		6	41	\$ 6,570.00	\$ -	\$ -	\$ -	\$ 2,103.20	\$ 1,400.00	\$ 17,875.00	\$ 1,200.00	\$ 316.00	\$ 15,586.20	\$ 22,156.20		
Subtotal Cost (most expensive option)	\$ -	\$ 345.00	\$ 1,080.00	\$ -	\$ 6,900.00	\$ -	\$ 750.00			\$ -	\$ -	\$ -	\$ 2,103.20	\$ 1,400.00	\$ 17,875.00	\$ 1,200.00	\$ 316.00	\$ 15,586.20	\$ 22,156.20		
Task 4 - Agency / Utility / Property Coordination																					
Summary Matrix of Utility Conflicts, Project Constraints			2		6			8	\$ 1,920.00									\$ -	\$ 1,920.00		
Summary List of Design Constraints for Later Phases	1		2		6			8	\$ 2,315.00								\$ 158.00	\$ 158.00	\$ 2,473.00		
Subtotal Hours	1		4		12			16	\$ 4,235.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.00	\$ 158.00	\$ 4,393.00		
Subtotal Cost	\$ 395.00	\$ -	\$ 1,080.00	\$ -	\$ 2,760.00	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 158.00	\$ 158.00	\$ 4,393.00		
Task 5 - Alternatives Evaluation and Basis of Design																					
Draft Basis of Design Memorandum	2	4	4	6	10	4	3	31	\$ 8,025.00									\$ -	\$ 8,025.00		
Alternatives Comparison Matrix		2	2		10			14	\$ 3,530.00									\$ -	\$ 3,530.00		
Summary of Findings Meeting and Direction for 30%		2	2	2	2			6	\$ 1,690.00									\$ -	\$ 1,690.00		
Subtotal Hours	2	8	8	6	22	4	3	51	\$ 13,245.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,245.00		
Subtotal Cost	\$ 790.00	\$ 2,760.00	\$ 2,160.00	\$ 1,380.00	\$ 5,060.00	\$ 720.00	\$ 375.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,245.00		
Task 6 - 30% Concept Design and Refined Cost																					
30% Plans	1	2	4	10	24	16		56	\$ 12,865.00									\$ -	\$ 12,865.00		
30% Engineers Estimate			2		8			10	\$ 2,380.00									\$ -	\$ 2,380.00		
Next Steps for CEQA, Permitting, Utility, Easements, & Design		1	1	4	2	4		12	\$ 2,715.00									\$ -	\$ 2,715.00		
Final Basis of Design Memorandum	1	2	2	4	8	2	2	20	\$ 4,995.00									\$ -	\$ 4,995.00		
Subtotal Hours	2	5	9	18	42	22	2	98	\$ 22,955.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,955.00		
Subtotal Cost	\$ 790.00	\$ 1,725.00	\$ 2,430.00	\$ 4,140.00	\$ 9,660.00	\$ 3,960.00	\$ 250.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,955.00		
Total Hours	5	23	40	30	150	56	20	278	\$ 65,615.00	\$ 20,955.00	\$ 6,500.00	\$ 2,000.00	\$ 2,103.20	\$ 1,400.00	\$ 17,875.00	\$ 1,200.00	\$ 1,106.00	\$ 45,831.20	\$ 118,016.20		
Total Cost	\$ 1,975.00	\$ 7,935.00	\$ 10,800.00	\$ 6,900.00	\$ 34,500.00	\$ 10,080.00	\$ 2,500.00			\$ 20,955.00	\$ 6,500.00	\$ 2,000.00	\$ 2,103.20	\$ 1,400.00	\$ 17,875.00	\$ 1,200.00	\$ 1,106.00	\$ 45,831.20	\$ 118,016.20		
Task 7 - CEQA Support																					
Draft CEQA Support Materials		1	1	2	4	6		14	\$ 3,075.00									\$ -	\$ 3,075.00		
Final CEQA Support Materials			1	2	2	4		9	\$ 1,910.00									\$ -	\$ 1,910.00		
Technical Exhibits and Descriptions			2		4	4		10	\$ 2,180.00									\$ -	\$ 2,180.00		
Meeting as Requested		1	1	2				4	\$ 1,075.00									\$ -	\$ 1,075.00		
Subtotal Hours		2	5	6	10	14		37	\$ 8,240.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,240.00		
Subtotal Cost	\$ -	\$ 690.00	\$ 1,350.00	\$ 1,380.00	\$ 2,300.00	\$ 2,520.00	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,240.00		
Task 8 - 60%, 90%, 100% PS&E																					
60% Plans		2	6	8	30	18		64	\$ 14,290.00									\$ -	\$ 14,290.00		
60% Specifications		1	2	2	8		2	15	\$ 3,435.00									\$ -	\$ 3,435.00		
60% Engineers Estimate		1	1	4	8			14	\$ 3,375.00									\$ -	\$ 3,375.00		
90% Calculations		1	6	6	10			23	\$ 5,645.00									\$ -	\$ 5,645.00		
90% Plans		2	6	8	26	16		58	\$ 13,010.00									\$ -	\$ 13,010.00		
90% Specifications		1	1	2	8		2	14	\$ 3,165.00									\$ -	\$ 3,165.00		
90% Engineers Estimate		1	1	2	6			10	\$ 2,455.00									\$ -	\$ 2,455.00		
100% Plans		1	2	6	18	10		37	\$ 8,205.00									\$ -	\$ 8,205.00		
100% Specifications		1	1	2	6		1	11	\$ 2,580.00									\$ -	\$ 2,580.00		
100% Engineers Estimate		1	1	2	6			10	\$ 2,455.00									\$ -	\$ 2,455.00		
Subtotal Hours		12	27	42	126	44	5	256	\$ 58,615.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,615.00		
Subtotal Cost	\$ -	\$ 4,140.00	\$ 7,290.00	\$ 9,660.00	\$ 28,980.00	\$ 7,920.00	\$ 625.00			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,615.00		
Task 9 - Bidding Support																					
Bidder RFI and Addendum		1	2	6	6			15	\$ 3,645.00									\$ -	\$ 3,645.00		
Attend Pre-bid Meeting		1	1					2	\$ 615.00									\$ -	\$ 615.00		
Conformed PS&E		1	2		10	4		17	\$ 3,905.00									\$ -	\$ 3,905.00		
Subtotal Hours		3	5	6	16	4		34	\$ 8,165.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,165.00		
Subtotal Cost	\$ -	\$ 1,035.00	\$ 1,350.00	\$ 1,380.00	\$ 3,680.00	\$ 720.00	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,165.00		
Task 10 - Construction Support																					
Preconstruction Meeting		1	1		2			4	\$ 1,075.00									\$ -	\$ 1,075.00		
Review and Respond to Submittals		1	2		12	4		19	\$ 4,365.00									\$ -	\$ 4,365.00		
Review and Respond to RFI's		1	2		12	4		19	\$ 4,365.00									\$ -	\$ 4,365.00		
Limited Site Visits		2	2		12	24		40	\$ 8,310.00									\$ -	\$ 8,310.00		
Final Walkthrough and Punchlist		2	2		2			6	\$ 1,690.00									\$ -	\$ 1,690.00		
Assist with Technical Review and Claims		1	2	4	4			10	\$ 3,085.00									\$ -	\$ 3,085.00		
Subtotal Hours	1	9	13		44	32		98	\$ 22,890.00	\$ -	\$ -	\$ -	\$								

EXHIBIT D

Other Consultants, Specialists or Experts Employed by Consultant

If none specify "None"
[To be Inserted]

DRAFT

EXHIBIT E

Town of Moraga
Insurance and Liability Requirements

[attach]

Project No: 25-408**Category** Transportation**Project Location:** Rheem Blvd, Canyon Rd, and Moraga Rd**Responsible Department:** Public Works**Account Number & Status:** 700-724-XXX-25 - Funded**Project Objective:** Address failures that are posing a risk to public safety and infrastructure. This project addresses FY 25-26 and FY 26-27 Town Goal #3 and Priority #3.**Project Description:** Investigate pavement cracking and vertical separation along Rheem Blvd. in the No. 2 Eastbound Lane west of Chalda Way, Moraga Road north of Corte Santa Clara, Rheem Boulevard west of Scofield, and Canyon Road south of the bridge. The engineering study will identify the underlying causes of failures posing a risk to public safety and determine appropriate mitigation measures and costs.**Basis for Schedule:** Rheem Boulevard west of Chalda Way has developed severe separation in the Eastbound No. 2 lane, possibly due to deep earth movement in the underlying embankment. This is currently an ongoing traffic safety issue and could lead to a catastrophic loss of Rheem Blvd in the future.**Basis for Cost:** Cost is based on past projects in the Town and adjacent agencies, Caltrans equipment rate, and contract cost data.**Project Balance Note:**

EXPENDITURES	(Thousands of Dollars)								PROJECT TOTAL
	Prior FY Actuals	FY2024 - FY2025 Expenses	FY 24/25 Carryover	2025-26	2026-27	2027-28	2028-29	2029-30	
071 - Administration				5	10				15
072 - Construction					565				565
073 - Const Mgmt/Inspection					12				12
074 - Contingency					57				57
075 - Design				120	118				238
EXPENDITURE TOTALS				125	762				887
FUNDING SOURCES									
213-Measure K				125	762				887
FUNDING TOTALS				125	762				887



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor & Town Councilmembers
From: Katie Bruner, Administrative Services Director
Subject: Fiscal Year 2026-27 Budget Update

RECOMMENDATION

Adopt a resolution:

1. Amending the Fiscal Year 2026-27 operating budget by increasing General Fund Revenues and Appropriations by \$201,585; and
2. Amending the Fiscal Year 2026-27 Capital Improvement Budget to add the Commons Park All Access Playground Shade Structure (CIP 26-304), with a total project budget of \$218,000.

BACKGROUND

The Town Council adopted the Biennial Fiscal Year (FY) 2025-26 and 2026-27 Operating and Capital Improvement Budgets on June 25, 2025, per Resolution 40-2025. As the second fiscal year of the budget cycle begins on July 1, 2026, staff have reviewed the adopted FY 2026-27 Operating and Capital Budget and have recommended adjustments.

DISCUSSION

The FY 2025-26 Budget was developed in the spring of 2025 and adopted on June 25, 2025. The adopted FY 2026-27 Operating Budget projected General Fund operating revenues equaling expenditures and an estimated unassigned fund balance of approximately \$6.9 million as of June 30, 2027, which equates to a 50% General Fund Reserve, which meets the Town's General Fund Reserve Policy.

Staff have reviewed projections for the FY 2026-27 Operating Budget, identified key changes between budget adoption and the beginning of FY 2026-27, and have identified recommended budget adjustments for the upcoming fiscal year.

FUND 101 – GENERAL FUND

The FY 2026-27 General Fund Operating Budget was adopted with projected revenues and transfers in of \$13,763,461 and appropriations of \$13,763,461. As of June 30, 2025, the Town's General Fund Reserve had a balance of \$6,824,996, which is equal to 50% of the adopted FY 2026-27 General Fund operating expenditures.

Staff recommends increasing revenue and appropriations by \$201,585 as detailed below. The recommended budget adjustments will result in General Fund revenues of \$13,965,046 equaling expenditures and transfers out of \$13,905,046.

The FY 2026-27 General Fund Budget Summary report is included as Attachment B. This report details the FY 2025-26 Revised Budget, the FY 2026-27 Adopted Budget and recommended adjustments to the FY 2026-27 Budget.

General Fund Revenue Adjustments

General Fund revenues are recommended to increase by \$201,585. Recommended adjustments to General Fund Revenues are detailed below and in Attachment A.

- Parks & Recreation – Increase revenues by \$143,000.

The Parks & Recreation Department projects increased revenue from recreation programming, including senior programs and activities and adding an additional After School Enrichment Program location.

- Public Works – Increase revenues by \$58,585.

Public Works recommends increasing encroachment permit revenues, based on current year activity.

General Fund Appropriation Adjustments

General Fund appropriations are recommended to be increased by \$201,585. Recommended adjustments to General Fund appropriations are detailed below and in Attachment A.

Administrative Services Department

- General Liability Insurance Premiums – Decreased appropriations of \$88,644

Staff projected insurance premiums for the Town's General Liability to remain flat in FY 2025-26 and included a 10% increase in rates in 2026-27 budget, based on premium increases in the prior budget cycle. The Town's General Liability premiums actually decreased last fiscal year by 10%. While General Liability rates increased slightly this year, they are still lower than budgeted by \$88,644.

In future budget cycles, staff will conservatively estimate rates based on the information provided by Municipal Pooling Authority, but the current rates will serve as a lower base for future rate increases.

Staff is recommending using a portion of the savings from insurance premiums for staffing adjustments in ASD and the Police Department, as described further in this report.

- Increase Accounting Technician from 0.6 FTE to 1.0 FTE – Increase appropriations of \$52,235

Staff recommends increasing the FTE of the Accounting Technician from .6 FTE to 1 FTE to provide additional support and backup in the Finance Department. As ASD Department recently implemented a new financial system, which will allow the Town and Department to continue to modernize its business processes. Increasing the FTE of the Accounting Technician will allow for additional payroll support, updating of processes and procedures, and improving Departmental succession planning efforts. The increased cost of approximately \$50,000 will be offset by reduced insurance premiums.

Parks & Recreation Department

- After School Enrichment Program Contract Services - Increase Department appropriations by \$66,000.

The Parks & Recreation Department is recommending increased appropriations of \$66,000 for contract services related to the additional After School Enrichment Program site that will be added in FY 2026-27. This increase in cost will be offset by additional Department revenue.

- Temporary Staff for After School Enrichment Program - Increase Department appropriations by \$40,000.

The Parks & Recreation Department is recommending increased appropriations of \$40,000 for hourly staff related to the additional After School Enrichment Program site that will be added in FY 2026-27. This increase in cost will be offset by additional Department revenue.

- Increase Administrative Assistant to 0.70 FTE - Increase Department appropriations by \$19,808.

The 0.45 FTE Administrative Assistant for the Parks & Recreation Department is also recommended to be increased to 0.7 FTE. The Administrative Assistant provides front counter customer service at the Parks & Recreation Department and supports program registration, senior programs, and Department special events. The additional cost of the increased hours for the Administrative Assistant is approximately \$20,000 and will be offset by increased Department revenue.

- Supplies and Materials - Increase Department appropriations by \$17,192.

The Parks & Recreation Department is recommending increased appropriations of \$17,000 for supplies and materials for senior programming and the additional After School Enrichment Program site that will be added in FY 2026-27. This increase in cost will be offset by additional Department revenue.

Police Department

- Reclassification of 2 Police Corporals to Police Sergeants - Increase Police Department appropriations by \$36,019.

The Police Department currently has 6 Police Officers and 4 Corporal positions. Staff is

recommending the reclassification of 2 Corporals to Police Sergeants. The Police Sergeant is the classification between the Police Lieutenant and Police Corporal, and incumbents provide additional supervisory and administrative duties. The reclassification of these positions will bring the Department's structure in line with other Police Departments, improve Department succession planning efforts, and provide a promotional opportunity for existing staff, which in turn will support staff retention. The increased cost of approximately \$36,000 will be offset by reduced insurance premiums.

Public Works Department

- Public Works Departmental Appropriations - Increase Department appropriations by \$58,585.

The Public Works Department recommend increasing maintenance contractual budgets by \$58,585 in FY 2026-27 for street maintenance, building maintenance and storm drain maintenance. The increased appropriations will be offset by increased revenue.

Authorized Position Summary

The Town had 41.5 Full Time Equivalent (FTE) positions authorized when the FY 2026-27 budget was adopted on June 25, 2025. As described above, and shown in Attachment C, staff recommends the reclassification of 2 positions, and increasing staff hours for two positions. The overall net change in the Town's FTE is recommended to increase by .65 FTE, for a total of 42.15 FTE.

OTHER FUNDS (NON-GENERAL FUNDS)

CIP 26-304 - Commons Park All Access Playground Shade Structure

Staff recommends a new CIP project for the installation of a shade structure at the Commons Park All Access Playground. The Parks & Recreation Department has been working with the Community Foundation to identify the project and estimated costs. As shown in the CIP project worksheet (Attachment D), the estimated project cost is \$218,000. \$200,000 will be funded through donations from the Community Foundation, with \$18,000 funded by the Asset Replacement Fund. Staff is in discussion with community organizations in an attempt to have the project fully funded by donations, if possible.

FISCAL IMPACT

General Fund

With the recommended revenue and appropriation adjustments, the FY 2026-27 Budget is projecting revenues equaling appropriations. Revised revenue is projected to be \$13,965,046, and recommended appropriations are \$13,965,046.

The Town's General Fund Reserve has a current balance of \$6,824,996, which is equal to 50% of the adopted FY 2026-27 General Fund operating expenditures. Additional contributions to reserves will be made as the current fiscal year (FY 2025-26) closes to ensure the 50% reserve balance is met.

Other Funds

The proposed shade structure at the Commons Playground will be primarily funded through donations. Staff recommends \$18,000 of Asset Replacement Funds be used to make up the difference between donations and the full project cost. While staff are continuing to work with community organizations to ensure this project is fully funded by donations, the Asset Replacement Fund has sufficient fund balance to support this project. This project will have no impact on the Town's General fund.

CEQA COMPLIANCE

Adjustments to the Fiscal Year 2026-27 Budget are not subject to review under the California Environmental Quality Act (California Public Resources Code §§ 21000, et seq., "CEQA") and CEQA Guidelines (Title 14 California Code of Regulations §§ 15000, et seq.), because it constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment.

ALTERNATIVES

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

NEXT STEPS

Upon adoption of the resolution, staff will incorporate the FY 2026-27 budget adjustments into the Town's financial system and take necessary steps to implement personnel changes.

ATTACHMENTS

[Attachment A - DRAFT Resolution - FY27 Budget Adjustments](#)
[Attachment B - General Fund Budget Summary](#)
[Attachment C - FY27 Update Authorized FTE Summary](#)
[Attachment D - CIP 26-304 - All Access Playground Shade Structure](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. XX-2026

**APPROVING AMENDMENTS TO THE FISCAL YEAR 2026-27 OPERATING and
CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET**

WHEREAS, the Town Council adopted the Fiscal Year 2025-26 and Fiscal Year 2026-27 Operating and Capital Improvement Budgets on June 25, 2025 per Resolutions 37-2025, 38-2025, 039-2025, and 40-2025;

WHEREAS, the budget provides a working financial plan for the year based on estimated revenues and expenditures;

WHEREAS, staff conducts a periodic review of the status of revenues and appropriations as adopted in the Biennial Budget to verify that allocations remain accurate and reflective of the Town's current financial experience;

WHEREAS, as part of the budget review process, proposed budget amendments are presented for Town Council consideration;

WHEREAS, the FY 2026-27 budget amendments are outlined in Exhibit A attached to this resolution; and

WHEREAS, the FY 2026-27 Budget, as amended, is balanced, meaning that the annual appropriations are supported by the projected annual revenue sources, in accordance with Resolution 83-2014.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Moraga that it hereby approves the amendments to the Fiscal Year 2026-27 Operating and Capital Improvement Budget as shown in Exhibit A and made a part of this resolution. Except as amended herein, Resolution 40-2025 remains in full force and effect.

Exhibit A

FY 2026-27 Proposed General Fund Budget Adjustments		
Revenues		
Department	Amount	Description
Parks & Recreation	\$ 108,000	After School Enrichment Program
	\$ 35,000	Senior Programming Revenue
Total Parks & Recreation	\$ 143,000	
Public Works	\$ 58,585	Encroachment Permit Revenue
Total Public Works	\$ 58,585	
Total Revenue Adjustments	\$ 201,585	
Appropriations		
Department	Amount	Description
Administrative Services	\$ (88,664)	Decrease in General Liability Insurance Premiums
	\$ 52,645	Increase to 1.0 FTE Accounting Technician
Total Administrative Services	\$ (36,019)	
Parks & Recreation	\$ 66,000	After School Enrichment Contract Services
	\$ 40,000	Temporary Staff for After School Enrichment Program
	\$ 19,808	Increase to 0.70 FTE Administrative Assistant
	\$ 17,192	Supplies and Materials
Total Parks & Recreation	\$ 143,000	
Police Department	\$ 36,019	Reclassification of 2 Police Corporals to Police Sergeants
Total Police	\$ 36,019	
Public Works	\$ 58,585	Building, Storm Drain, & Road Maintenance Contractual Services
Total Public Works	\$ 58,585	
Total Appropriation Adjustments	\$ 201,585	
FY 2026-27 Proposed Capital Improvement Program (CIP) Budget Adjustments		
Project	Amount	Description
CIP 26-304 - Commons Park All Access Playground Shade Structure	\$ 218,000	Total Project Expenditures
	Funding Sources	
	\$ 200,000	Donations
	\$ 18,000	Asset Replacement Fund
	\$ 218,000	Total Funding Sources

General Fund Budget	FY 2025-26	FY 2026-27	FY 2026-27	FY 2026-27
	Revised Budget	Adopted Budget	Proposed Adjustments	Recommended Revised Budget
Revenues				
General Revenues				
Property Taxes	\$ 6,001,903	\$ 6,241,453	\$ -	\$ 6,241,453
Sales Tax	1,400,000	1,450,000	-	1,450,000
Franchise Fees	1,141,495	1,196,560	-	1,196,560
Interest	450,000	450,000	-	450,000
Other Revenues	251,010	254,011	-	254,011
General Revenues Total	\$ 9,244,408	\$ 9,592,024	\$ -	\$ 9,592,024
Department Revenues				
General Government	\$ 538,429	\$ 400,992	\$ -	\$ 400,992
Parks & Recreation	1,233,490	1,258,952	143,000	1,401,952
Planning	648,927	673,391	-	673,391
Police	76,440	77,743	-	77,743
Public Works	705,963	740,415	58,585	799,000
Total Department Revenues	\$ 3,203,249	\$ 3,151,493	\$ 201,585	\$ 3,353,078
Transfers In	839,331	1,019,944		\$ 1,019,944
Total Revenues & Transfers In	\$ 13,286,988	\$ 13,763,461	\$ 201,585	\$ 13,965,046
Expenditures				
Administrative Services	\$ 1,893,306	\$ 1,738,979	\$ (36,019)	\$ 1,702,960
General Government	2,280,921	2,332,662	-	2,332,662
Parks & Recreation	2,063,798	2,157,780	143,000	2,300,780
Planning	981,481	989,089	-	989,089
Police	3,854,084	3,997,896	36,019	4,033,915
Public Works	2,332,798	2,433,586	58,585	2,492,171
Total Operating Expenditures	\$ 13,406,388	\$ 13,649,992	\$ 201,585	\$ 13,851,577
Transfers Out	825,379	113,469	-	\$ 113,469
Total Expenditures & Transfers Out	\$ 14,231,767	\$ 13,763,461	\$ 201,585	\$ 13,965,046
Revenue less Expenditures	\$ (944,779)	\$ -	\$ -	\$ 0

Fiscal Year 2026-27 Authorized Position Summary

Department	Position	Authorized FY 2025-26	Adopted FY 2026-27	Proposed FY 2026-27	Proposed Change
Administrative Services	Accounting Technician	0.60	0.60	1.00	0.40
	Administrative Services Technician	1.00	1.00	1.00	0.00
	Administrative Services Director	1.00	1.00	1.00	0.00
	Senior Accountant	1.00	1.00	1.00	0.00
Administrative Services Subtotal		3.60	3.60	4.00	0.40
General Government	Senior Administrative Assistant	1.00	1.00	1.00	0.00
	Town Clerk	1.00	1.00	1.00	0.00
	Town Manager	1.00	1.00	1.00	0.00
General Government Subtotal		3.00	3.00	3.00	0.00
Parks & Rec	Administrative Assistant	0.45	0.45	0.70	0.25
	Maintenance Worker	2.00	2.00	2.00	0.00
	Parks and Rec Director	1.00	1.00	1.00	0.00
	PW/Parks Maintenance Supervisor	1.00	1.00	1.00	0.00
	Recreation Coordinator	0.00	0.00	0.00	0.00
	Recreation Supervisor	1.00	1.00	1.00	0.00
	Recreation Manager	1.00	1.00	1.00	0.00
Parks & Rec Subtotal		6.45	6.45	6.70	0.25
Planning	Assistant Planner	1.00	1.00	1.00	0.00
	Associate Planner	1.00	1.00	1.00	0.00
	Planner Director	1.00	1.00	1.00	0.00
	Principal Planner	1.00	1.00	1.00	0.00
	Senior Administrative Assistant	0.70	0.70	0.70	0.00
Planning Subtotal		4.70	4.70	4.70	0.00
Police	Police Chief	1.00	1.00	1.00	0.00
	Police Corporal	4.00	4.00	2.00	-2.00
	Police Lieutenant	1.00	1.00	1.00	0.00
	Police Officer	6.00	6.00	6.00	0.00
	Police Sergeant	0.00	0.00	2.00	2.00
	Police Services Technician	0.75	0.75	0.75	0.00
	Support Services Coordinator	1.00	1.00	1.00	0.00
Police Subtotal		13.75	13.75	13.75	0.00
Public Works	Assistant Engineer	1.00	1.00	1.00	0.00
	Associate Engineer	1.00	1.00	1.00	0.00
	Engineering Technician/Inspector	2.00	2.00	2.00	0.00
	Lead Maintenance Worker	1.00	1.00	1.00	0.00
	Public Works Director	1.00	1.00	1.00	0.00
	PW/Parks Maintenance Supervisor	1.00	1.00	1.00	0.00
	Senior Administrative Assistant	1.00	1.00	1.00	0.00
	Senior Engineer	2.00	2.00	2.00	0.00
Public Works Subtotal		10.00	10.00	10.00	0.00
Grand Total		41.50	41.50	42.15	0.65

Commons Park All Access Playground Shade Structure

Project No: 26-304**Category** Parks & Open Space**Project Location:** Commons Park**Responsible Department:** Public Works, Parks & Recreation

DESCRIPTION: Install a permanent shade structure at the Moraga Commons Park All Access Playground to provide sun protection for children, caregivers, and visitors utilizing the inclusive playground. The project includes design, permitting, procurement, and installation of a shade structure over portions of the playground area, along with any necessary site improvements and foundations.

JUSTIFICATION: The Moraga Commons Park All Access Playground is a heavily used community asset designed to provide inclusive play opportunities for children of all abilities. The playground currently lacks adequate shade, resulting in elevated surface temperatures and reduced comfort during warm weather. Community members, the Parks & Recreation Commission, and partner organizations have identified shade as a priority enhancement to improve accessibility, safety, and user experience. Adding shade will:

-Reduce heat exposure and UV radiation for children and caregivers.

-Improve comfort and accessibility for users of all ages and abilities.

-Extend the usable hours of the playground during warmer months.

-Protect playground users from excessive sun exposure.

-Enhance the long-term value and functionality of the Town's investment in the All Access Playground.

FISCAL IMPACT: Project costs include design, permitting, construction, and a contingency allowance. The project is anticipated to be funded entirely through private donations and fundraising efforts, with no impact to the Town's General Fund.

EXPENDITURES	(Thousands of Dollars)								PROJECT TOTAL
				2026-27	2027-28	2028-29	2029-30	2030-31	
071 - Administration				20					20
072 - Construction				180					180
074 - Contingency				18					18
EXPENDITURE TOTALS				218					218
FUNDING SOURCES									
-Donations				200					200
150-Asset Replacement				18					18
FUNDING TOTALS				218					218



Meeting Date: July 8, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Public Works Director/Town Engineer Mackenzie Brady,
Parks and Recreation Director

Subject: La Sala Building Update

RECOMMENDATION

Receive the report and direct staff to proceed with demolition planning for the La Sala building located at the Hacienda de las Flores property.

BACKGROUND

La Sala is a Town-owned building located at the Hacienda de las Flores property, at 2100 Donald Drive, that has historically been used for recreation programs, meetings, storage, and other Town operations.

Over time, La Sala has become a building without a clear long-term purpose, a funded repair plan, or an active capital investment strategy. The building has been discussed in prior Hacienda planning and asset-management efforts, but the Town Council has not made a specific decision regarding its future use, repair, replacement, or removal. In 2016, the Town Council accepted the final Gould Evans conceptual feasibility study for the Hacienda property. The holistic concept showed La Sala being removed in a later phase with the area being converted into an expanded drop-off courtyard and patio area. In that sense, the long-term concept did not identify La Sala as a permanent building to retain. However, the concept was not advanced into an implemented capital project, and the building was not removed.

In 2019, the Town accepted the MRG Capital Asset Replacement Report. That report listed the "1977 La Sala Building" as "Will not be replaced" and did not include capital replacement or repair funding for the building. At the same meeting, staff comments reflected a recommendation against making additional significant investments in La Sala given the building's condition. However, the Council action accepted the asset report and continued broader discussions regarding funding needs; it did not include a separate action deciding La Sala's future.

Since that time, no funded repair, reuse, or replacement plan has been advanced for La Sala. The recent water damage and environmental issues have now required staff to evaluate next steps for the building and return to the Town Council with recommendations.

DISCUSSION

Staff is requesting direction and authorization to prepare the technical documents necessary to accurately determine project costs, complete environmental review, prepare bid documents, and return to the Town Council with a competitive bid, CEQA determination, funding recommendation, and final demolition authorization. This phased approach allows the Town Council to make a fully informed decision based on actual bid pricing and completed environmental review before committing to the project.

Current Building Status

La Sala is currently closed due to recently discovered water damage and related environmental conditions identified during a preliminary assessment of the building by Titan Environmental Solutions, Inc in April 2026. The assessment included visual observations, moisture measurements, air sampling, and surface sampling. The report recommended remediation of affected materials. The assessment report is included as Attachment A.

Staff closed the building because remediation and repair work should be completed before the building is reopened, the work is unfunded, and staff needed to evaluate whether it's recommended and feasible to reinvest in the building before proceeding with repairs.

Returning La Sala to reliable use would require removing affected materials, completing remediation, repairing and restoring the removed materials, addressing roof and leak-related conditions to prevent recurrence, and completing any additional work identified once materials are opened up. It would also not address longer-term structural and site concerns unless the Town invested in a larger repair and stabilization project. This would be a significant investment in a building that does not currently have an adopted long-term use, funded reinvestment strategy, or identified capital improvement plan.

Doing nothing is not cost-free. Even if La Sala remains closed, the Town will still need to monitor and maintain the building, address ongoing deterioration, and respond to potential nuisance or abatement issues that can occur when a building remains vacant, including pest intrusion and weather-related damage. Delaying a decision would therefore continue to create maintenance and response costs before the Town ultimately spends additional funds on repair, stabilization, or demolition.

Attachment C provides a location map, and Attachment D includes existing conditions with photos.

Repair, Stabilization, and Demolition Options

Staff reviewed the practical options available to the Town at a planning level. These options are intended to provide general cost context and are not final project cost estimates. Preliminary cost information is included as Attachment B. Final demolition costs would be determined through competitive bidding.

- **Limited repair/reopening approach — approximately \$50,000 to \$100,000.** This approach would address only the most immediate water damage and remediation needs, so the building could potentially be reopened. It would not address the broader building issues and would likely leave the Town with ongoing needs for the roof, foundation, site, and building systems. Staff does not recommend this approach because it requires spending money to reopen a building that still lacks a long-term purpose and a repair plan.
- **Basic repair and stabilization approach — approximately \$350,000 to \$400,000.** This approach would include remediation, roof repair or replacement, basic foundation stabilization, and related work. It would not necessarily level or fully restore the building, and it would still leave the Town with an older building with limited current operational need.
- **Enhanced repair and stabilization approach — approximately \$750,000 to \$800,000.** This approach would include more substantial foundation work, roof work, remediation, repair of secondary building damage, utility-related repairs, and related improvements. This approach would still not include broader renovation, modernization, or new programmatic improvements.
- **Full repair/improvement approach — likely \$1,000,000 or more.** A broader repair and improvement effort would only be practical if the Town had a clear long-term use for La Sala and was prepared to make the building a higher capital priority. This approach would also need to consider the creek-bank condition adjacent to the building. Preliminary cost information notes that the creek bank will continue to slide. If the Town were to make a major reinvestment in La Sala, this site condition would need to be considered and could significantly increase the overall cost and complexity of the project. Staff does not recommend this approach given the Town's other facility, infrastructure, and capital needs.
- **Demolition planning — preliminary engineer's estimate of approximately \$150,000 – \$250,000;** Demolition would remove the building, avoid spending additional funds to remediate and then restore the existing structure, and allow the Town to consider a more useful outdoor area at the Hacienda property. Because demolition work may include hazardous materials handling, environmental handling requirements, utility disconnection and capping, site stabilization, contingency, and unknown field conditions, staff anticipates that the overall project budget need may be closer to \$200,000.

Based on the building's condition, the absence of an adopted long-term capital strategy, and the significant cost associated with reinvestment, staff recommends proceeding with demolition planning.

Demolition Scope and Future Site Use

If directed by the Town Council, staff will prepare plans, specifications, and bid documents for demolition of La Sala. The anticipated scope will include, at minimum:

- Hazardous materials testing, including asbestos and lead surveys before disturbance of building materials;
- Environmental handling requirements as needed for demolition;

- Utility disconnection, capping, and/or removal;
- Demolition and disposal of the building;
- Protection of adjacent Hacienda facilities and site improvements;
- Site grading, stabilization, and the minimum site restoration necessary to leave the area in a safe, functional, and visually appropriate condition for continued Hacienda operations;
- Evaluation of opportunities for salvage, reuse, or recycling of building materials where feasible; and
- Coordination regarding future use of the cleared area.

The demolition bid documents will also evaluate opportunities for salvage, reuse, or recycling of building materials where feasible, provided that doing so does not create unreasonable cost, schedule, safety, environmental, or contract administration issues for the Town.

Because La Sala is immediately adjacent to event facilities operated by Wedgewood Weddings, demolition will need to include an appropriate level of site restoration to ensure the area remains safe, functional, and visually compatible with ongoing event operations. The Town has an obligation to avoid unnecessary impacts to Hacienda operations, including events conducted by Wedgewood Weddings under the Town's operating agreement, and the associated revenue generated by the facility. Accordingly, the demolition project will include a minimum level of post-demolition grading, stabilization, landscaping, or other appropriate site restoration necessary to leave the area in a condition suitable for continued Hacienda operations and events. Any future enhancements beyond this baseline restoration would be considered separately, subject to available funding and future Town Council direction.

Existing Use, Operational Impact, and Master Plan

La Sala has historically supported Parks and Recreation, community, and Hacienda-related uses, including recreation programming, meetings, storage, and other Town operations.

Since the building was closed, Parks and Recreation staff has relocated most of the affected programming to other Town-owned facilities and outdoor spaces. These adjustments have allowed the Town to preserve most programs, but they have also reduced operational flexibility and required temporary accommodations, including use of other Hacienda rooms, outdoor program space, and renting of temporary restrooms for summer and additional storage. The primary program loss is the Town's cooking and culinary programming, which generated approximately \$28,000 in annual revenue and cannot currently be relocated because La Sala contains the Town's only kitchen used for public recreation programming.

While the closure has had operational and programming impacts, staff does not believe those impacts justify reinvesting in La Sala. The cost to remediate, repair, stabilize, and restore the building would substantially exceed the revenue associated with the programs that cannot continue, and the building does not provide a practical long-term solution for the Town's future programming needs. Staff believes those operational needs are more appropriately addressed through future facility planning rather than through continued investment in a building that lacks an adopted long-term capital strategy.

Staff has also coordinated with the Town's Parks, Recreation, and Open Space (PROS) Master Plan consultant team regarding demolition planning. The consultant team has indicated that removal of La Sala would not prejudice future master plan recommendations,

because the site's future use can continue to be evaluated through the PROS Master Plan process.

FISCAL IMPACT

There is no funding requested for this item at this time.

Staff's preliminary engineer's estimate for demolition bid items is approximately \$150,000. The final construction cost will be determined through competitive bidding. Because demolition work may include hazardous materials handling, environmental handling requirements, utility disconnection and capping, site stabilization, contingency, and unknown field conditions, and the minimum level of grading, stabilization, and restoration necessary to complete the demolition project and leave the area in an appropriate finished condition, staff anticipates that the overall project budget need may be closer to \$200,000. Potential funding sources for the demolition and associated costs include the Palos Colorados Fund and/or the Asset Replacement Fund.

Parks and Recreation Department operational costs associated with the building closure have been absorbed within the Department's existing budget. Staff will return to the Town Council with the final bid results and funding recommendation before any demolition contract is awarded.

Any limited staff or consultant costs needed to prepare the bid package will be addressed through existing available resources. If additional pre-award funding is needed, staff will return to the Town Council for direction.

CEQA COMPLIANCE

This item only directs staff to prepare demolition plans, specifications, and bid documents. No demolition work is being approved at this time, and no construction or demolition contract will be awarded with this action.

Planning staff has reviewed the historical-resource question for La Sala for purposes of this direction item. Staff will complete the appropriate CEQA review and return to the Town Council with the CEQA determination when the demolition contract is presented for award.

ALTERNATIVES

1. Direct staff to further evaluate repair or reuse options before proceeding with demolition planning.
2. Direct staff to return with additional analysis before proceeding with demolition planning.
3. Do not direct staff to proceed with demolition planning and provide other direction to staff.

NEXT STEPS

If the Town Council directs staff to begin demolition planning for the La Sala building, staff will:

- Prepare demolition plans, specifications, and bid documents;
- Include hazardous materials testing, utility disconnection/capping/removal, demolition,

- site stabilization, and environmental handling requirements in the demolition scope;
- Evaluate opportunities for salvage, reuse, or recycling of building materials where feasible;
- Coordinate with Wedgewood Weddings regarding potential post-demolition site considerations; and
- Return to the Town Council for final CEQA determination, contract award, and funding recommendation after bids are received.

ATTACHMENTS

[Attachment A - La Sala Environmental Assessment Report](#)

[Attachment B - La Sala Cost Summary](#)

[Attachment C - Site Map](#)

[Attachment D - La Sala Existing Conditions Photos](#)

[9B - Addendum - Public Communication Received Prior to Meeting](#)



LIMITED PRELIMINARY MOLD ASSESSMENT REPORT

SUBJECT PROPERTY LOCATED AT:

LA SALA
2100 DONALD DRIVE,
MORAGA, CALIFORNIA 94556

PREPARED FOR:

TOWN OF MORAGA PUBLIC WORKS DEPARTMENT
ATTN: KYLE SALVIN
2100 DONALD DRIVE,
MORAGA, CALIFORNIA 94556

PREPARED BY:



PROJECT No. 139176 – LM

ASSESSMENT DATE: APRIL 15 2026

REPORT DATE: APRIL 17, 2026

Northern California
1901 Harrison Street, Suite 1100
Oakland, CA 94612

Corporate Office
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Fullerton, CA 92831

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1.0 INTRODUCTION

On April 15th, 2026, Titan Environmental Solutions, Inc. (TES) conducted a preliminary mold assessment at the property located at 2100 Donald Drive, Moraga, California 94556 (hereinafter referred to as the "Subject Property"). The assessment was authorized by Town of Moraga Public Works Department, Representative, Kyle Salvin (hereinafter referred to as the "Client").

The following summarizes the assessment activities and findings, (herein referred to as the project area):

- As agreed upon with the Client, the assessment was limited to Main Room, Kitchen, Men's Restroom and Women's Restroom of the Subject Property.
- The assessment consisted of visual observations, moisture content measurements, non-viable mold air sampling and non-viable surface swab sampling as requested by the Client.
- Based on this assessment, please see Section 5.0 for our recommendations.

2.0 ASSESSMENT METHODOLOGY

The preliminary mold assessment was performed by TES Staff Hygienist, Gabriel Klein. The report was reviewed and approved by Ibrahim M. Sobeih, TES Certified Industrial Hygienist (CIH) in the Comprehensive Practice by the Board for Global EHS Credentialing (BGC Certificate #5628CP).

Standards and Guidelines

TES adheres to State-of-the-Art Industry Standards of Practices, which are based on relevant government regulations and guidelines established by professional organizations. These standards include, but are not limited to, the following:

- American National Standards Institute and Institute of Inspection, Cleaning and Restoration Certification (ANSI/IICRC):
 - S520 - *Standard and Reference Guide for Professional Mold Remediation*, 3rd Edition, 2015.
 - S500 - *Standard and Reference Guide for Professional Water Damage Restoration*, 4th Edition, 2015.
- U.S. Environmental Protection Agency (EPA). *Mold Remediation in Schools and Commercial Buildings*, September 2008.
- New York City Department of Health and Mental Hygiene. *Guidelines on Assessment and Remediation of Fungi in Indoor Environments*, November 2008.
- American Conference of Governmental Industrial Hygienists (ACGIH). *Bioaerosols Assessment and Control*, 1999.
- American Industrial Hygiene Association (AIHA):

- *Recognition, Evaluation, and Control of Indoor Mold*, 2008.
- *Field Guide for the Determination of Biological Contaminants in Environmental Samples*, 1996.
- American National Standards Institute and American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE):
 - *Standard 55-2017-Thermal Environmental Conditions for Human Occupancy*.
 - *Standard 62.1-2016-Ventilation for Acceptable Indoor Air Quality*.

SCOPE OF WORK

As agreed upon with the Client, the assessment consisted of the following scope of work:

- Conduct a visual inspection of the project area;
- Measure surface moisture content on select surfaces in the project area using either a Delmhorst® TechCheck or a Protimeter® Surveymaster BLD5360 dual function scan and pin-type moisture meter on building materials;
- Collect a limited number of spore trap mold spore air samples and surface samples in the project area in accordance with AIHA sampling protocol;
- Analyze the mold spore air samples and surface samples by an AIHA accredited laboratory under the Environmental Microbiology Laboratory Accreditation Program (EMLAP); and
- Provide a written report summarizing the assessment activities and findings.

3.0 FINDINGS AND RECOMMENDATIONS

- **Visual Observations:** During the assessment, TES made the following observations:
 - Main Room:
 - At the time of the assessment, visible water staining or damage such as buckling, bowing or bubbling were observed at the southwest end of the ceiling within the Main Room.
 - At the time of the assessment, visible water staining or damage such as buckling, bowing or bubbling were observed at the lower portion of the north end of the east wall immediately below the window within the Main Room.
 - At the time of the assessment, no suspect mold growth was observed at the within the Main Room.
 - Kitchen:
 - At the time of the assessment, visible water staining and damage such as buckling, bowing or bubbling was observed on the lower cabinet side support walls at the north end of the Kitchen.

- At the time of the assessment, suspect mold growth was observed on the lower cabinet side support walls at the north end of the Kitchen.
 - Men's Restroom:
 - At the time of the assessment no visible water staining, water damage such as buckling, bowing or bubbling or suspect mold growth were observed within the assessed areas of the Men's Restroom.
 - Women's Restroom:
 - At the time of the assessment no visible water staining, water damage such as buckling, bowing or bubbling or suspect mold growth were observed within the assessed areas of the Women's Restroom.
- **Surface Moisture Content Measurements:**
 - Moisture content levels of the assessed substrates within the Main Room, were identified within the **red zone** at the southwest end of the ceiling and the north end of the east wall immediately below the window.
 - Moisture content levels of the assessed substrates within the Kitchen, Men's Restroom and Women's Restroom were identified within the **green zone**.
- Protimeter Surveymaster, LCD displays colored LEDs into three color zones:
 - In the **green zone**, moisture content levels in substrates are in a safe air-dry condition;
 - In the **yellow zone**, moisture content levels in substrates are higher than normal but not critical; further investigation is recommended; and
 - In the **red zone**, moisture content levels in substrates are excessive and too high. If sustained, high moisture levels will lead to decay and mold growth.
- **Temperature and Relative Humidity Measurements:** ANSI/ASHRAE Standard 55-2017 stipulated a thermal comfort zone of 67-82°F for people doing light, primarily sedentary activity. Furthermore, the ANSI/ASHRAE Standard 62.1-2016 recommended maintaining relative humidity within 65%. According to these standards, the indoor relative humidity readings were below the ASHRAE guidance level and temperature readings were within the ASHRAE guidance range in the project area.

- **Spore Trap Mold Air Sample Analytical Results:**

- The indoor mold air samples airborne spore levels of molds generally able to grow indoor, consisting of *Chaetomium*, *Cladosporium*, *Other Brown and Penicillium/Aspergillus* were found to be slightly elevated within the Main Room and Kitchen, as compared to the outdoor mold air sample.
- The indoor mold air samples airborne spore levels of molds generally able to grow indoor, consisting of *Chaetomium*, *Cladosporium*, *Other Brown and Penicillium/Aspergillus* were found to be acceptable within the Men's Restroom and Women's Restroom as compared to the outdoor mold air sample.
- Molds not typically found colonizing indoor environments were detected as acceptable, including *Ascospores*, *Basidiospores* and *Smuts / Periconia / Myxomycetes* within the Main Room, Kitchen, Men's Restroom and Women's Restroom when compared to the outdoor air control sample.

- **Surface Swab Samples Analytical Results**

- **Sample No. 0415-07 – Kitchen** – The swab sample collected from the suspect mold growth at the N. End Kitchen cabinetry wood panel under the sink revealed:
 - 5 *Chaetomium* spores (*Hyphae*, fruiting bodies and clumps/chains of spores)
 - Very few miscellaneous spores
 - Mold growth detected

4.0 CONCLUSIONS AND RECOMMENDATIONS

In summary, the preliminary mold damage assessment conducted by TES has provided the following key findings:

1. At the time of the assessment, visible water staining or damage such as buckling, bowing or bubbling were observed at the southwest end of the ceiling within the Main Room.
2. At the time of the assessment, visible water staining or damage such as buckling, bowing or bubbling were observed at the lower portion of the north end of the east wall immediately below the window within the Main Room.
3. At the time of the assessment, no suspect mold growth was observed at the within the Main Room.
4. At the time of the assessment, visible water staining and damage such as buckling, bowing or bubbling was observed on the lower cabinet side support walls at the north end of the Kitchen.
5. At the time of the assessment, suspect mold growth was observed on the lower cabinet side support walls at the north end of the Kitchen.

6. At the time of the assessment no visible water staining, water damage such as buckling, bowing or bubbling or suspect mold growth were observed within the assessed areas of the Men's Restroom.
7. At the time of the assessment no visible water staining, water damage such as buckling, bowing or bubbling or suspect mold growth were observed within the assessed areas of the Women's Restroom.
8. Moisture content levels of the assessed substrates within the Main Room, were identified within the **red zone** at the southwest end of the ceiling and the north end of the east wall immediately below the window.
9. Moisture content levels of the assessed substrates within the Kitchen, Men's Restroom and Women's Restroom were identified within the **green zone**.
10. The indoor mold air samples airborne spore levels of molds generally able to grow indoor, consisting of *Chaetomium*, *Cladosporium*, *Other Brown* and *Penicillium/Aspergillus* were found to be slightly elevated within the Main Room and Kitchen, as compared to the outdoor mold air sample.
11. The indoor mold air samples airborne spore levels of molds generally able to grow indoor, consisting of *Chaetomium*, *Cladosporium*, *Other Brown* and *Penicillium/Aspergillus* were found to be acceptable within the Men's Restroom and Women's Restroom as compared to the outdoor mold air sample.
12. Molds not typically found colonizing indoor environments were detected as acceptable, including *Ascospores*, *Basidiospores* and *Smuts / Periconia / Myxomycetes* within the Main Room, Kitchen, Men's Restroom and Women's Restroom when compared to the outdoor air control sample.
13. Analytical results of the mold surface swab samples confirmed suspected mold growth on the tested surfaces of the Kitchen.
14. Based on the combined findings of the visual inspection, moisture content readings, and laboratory analytical results, mold remediation is recommended.

Recommendation

TES recommends conducting mold remediation of the affected substrates in the subject property in accordance with industry-recognized mold abatement practices and the specific remediation procedures outlined in Section 5.0 of this report. Prompt remediation will help prevent further moisture-related deterioration and limit the potential for additional microbial amplification.

5.0 MOLD AND WATER DAMAGE REMEDIATION PROTOCOL

Sources of Moisture Intrusion

Identify and correct all sources of water/moisture leaks or intrusions prior to mold remediation and structural demolition work.



Asbestos Hazards

In accordance with California Division of Occupational Safety and Health (Cal/OSHA) regulations, an asbestos survey by a Cal/OSHA Certified Asbestos Consultant (CAC) shall be performed prior to disturbing/removing building materials. If asbestos is detected at any concentration the disturbance of the material must be conducted in accordance with Cal/OSHA regulations including, but not limited to, Title 8 Code of California Regulations (CCR) Section 1529. If asbestos is detected at concentrations exceeding one percent ($>1\%$) then the material is also regulated by the United States Environmental Protection Agency (EPA) and the local air pollution control district with jurisdiction over the county where the property is located. Abatement and removal of asbestos containing materials must be performed by a California licensed and Cal/OSHA registered asbestos abatement contractor.

Lead Hazards

In accordance with California Department of Public Health (CDPH) and Cal/OSHA regulations, lead sampling by a CDPH Certified Lead Inspector/Assessor shall be performed prior to disturbing/removing building materials. Construction materials with detectable lead concentrations below 5,000 ppm and/or 1.0 mg/cm^2 are regulated by federal OSHA, Cal/OSHA, City of San Diego County ($\geq 0.5 \text{ mg/cm}^2$ and 1,000 ppm) and Los Angeles County. Furthermore, construction materials classified as lead-based paint (LBP) to include paint prior to 1978 and paints with lead concentrations equal to or greater than 5,000 ppm and/or 1.0 mg/cm^2 are regulated by HUD, EPA, Cal/OSHA, CDPH and local government agencies in the State of California. Abatement and removal of lead paint and/or surfaces with lead paint must be performed by a California licensed hazardous materials abatement contractor.

Mold and Water Damage Remediation Specifications

1. Main Room

- Under local containment with High-Efficiency Particulate Air (HEPA) filtration, remove the wallboard ceiling materials at the southwest end in the main room, continuing removal to two feet beyond the extent of any visible water damage and/or suspect mold growth;
- Under localized containment with High-Efficiency Particulate Air (HEPA) filtration, Remove the affected wallboard wall materials along the lower portion of the north end of the east wall in the main room, immediately below the window, starting from the floor to two feet up the wall, continuing removal to two feet beyond the extent of any visible water damage and/or suspect mold growth;
- If mold growth and/or suspect staining is observed in the wall and ceiling cavities, remove the affected wallboard wall or ceiling materials to two feet beyond the extent of visible mold growth and/or significant water damage;
- Remove and properly dispose of any affected insulation and debris located within the exposed wall or ceiling cavity;

- The remedial contractor shall observe the backside of the removed wall and ceiling materials, and look inside the wall and ceiling cavity to carefully evaluate for visible water damage and/or suspect mold growth into adjacent areas;
- If mold growth and/or suspect staining is observed within the exposed wall or ceiling cavities, remove the affected wallboard materials to a minimum of two (2) feet beyond the extent of visible mold growth and/or significant water damage.
- Exposed lumber and other surfaces behind the removed wall and ceiling materials (e.g., structural framing members, etc.) shall be appropriately cleaned using a combination of sanding and/or wire brushing, followed by vacuuming with a vacuum equipped with HEPA filters;
- This cleaning process shall be repeated until visually clean surfaces are achieved;
- Using an EPA-registered antimicrobial cleaning agent, thoroughly wet wipe and HEPA vacuum all accessible horizontal and vertical finished surfaces within the room, including but not limited to walls, ceilings, floors, doors, windows, window casings, and other non-porous or semi-porous surfaces to remove settled mold spores and residual contamination.

2. Kitchen

- Under local containment with High-Efficiency Particulate Air (HEPA) filtration, remove the lower cabinet along the north end of the Kitchen and thoroughly inspect the backside and the bottom wood framing of the cabinet for suspect mold growth and/or significant water damage. If the cabinet is restorable, wet wipe the cabinet with an anti-microbial cleaning detergent, and HEPA vacuum any debris until a visually clean surface is achieved and save for the reinstallation of the cabinets. If the cabinet is un-restorable, dispose of the cabinet with the owner's approval. Inspect the wallboard wall materials behind the removed cabinet for the presence of mold growth and/or significant water damage. If mold growth and/or significant water damage is present it warrants the removal of the affected wallboard wall materials to two feet beyond the extent of visible mold growth and/or significant water damage;
- This cleaning process shall be repeated until visually clean surfaces are achieved;
- Using an EPA-registered antimicrobial cleaning agent, thoroughly wet wipe and HEPA vacuum all accessible horizontal and vertical finished surfaces within the room, including but not limited to walls, ceilings, floors, doors, windows, window casings, and other non-porous or semi-porous surfaces to remove settled mold spores and residual contamination.

Note: During the course of remediation, it is possible that additional mold contamination or water-damaged materials may be discovered behind concealed or inaccessible areas (e.g., behind wall and ceiling cavities, cabinetry, baseboards, or under flooring). If such



conditions are observed, the scope of remediation should be extended to address the newly identified impacts.

Worker Protection

- The contractor's personnel shall wear respirators as part of the contractor's respiratory protection program in accordance with Cal/OSHA's Respiratory Protection Standard 8 CCR 5144.
- Half-face respirators with P-100 HEPA filters shall be worn in the contained work area at all times as a minimum respiratory protection.
- P-100 HEPA/Organic Vapor combination cartridges or P-100 HEPA/Organic Vapor/Acid Gas cartridges may be necessary depending on the types of agents used for the cleaning process.
- The contractor's personnel shall wear disposable clothing, head covering, ear protection, foot covering and gloves during the remediation activities.
- All workers shall be trained in handling and removing microbial waste.
- All personnel shall understand and perform all remediation work in accordance with the guidelines established by EPA, OSHA and ANSI/IICRC S520.
- All personnel should appropriately dispose of protective clothing, remove and clean respirators and eliminate any potential contamination upon each exit from the contained work area.

Engineering Controls and Isolation

- Complete isolation of the work area from the occupied spaces is required by sealing all critical barriers (e.g. openings, fixtures, windows, doorways, HVAC system openings, electrical outlets) of the contaminated area(s) with 1 layer of 6-mil Polyethylene plastic sheeting sealed with duct tape.
- Replacement or make-up air shall be readily available.
- Follow all applicable guidelines including, but not limited to OSHA, EPA and IICRC.
- Establish dehumidification within the containment as necessary until moisture is less than 15% in wood, 0.5% in drywall or other components depending on applicable conditions. Dehumidification should be performed by a qualified individual(s).
- It is the contractor's responsibility to ensure that the dehumidification equipment remains in place, working properly, and running continuously as needed for the duration of the cleaning process until TES establishes that the affected area is reasonably clear of mold from the related loss.

Waste Clean-Up and Disposal

- All waste generated during remediation activities shall be securely sealed in 6-mil polyethylene bags to prevent the release of particulates or potential mold spores.
- Once filled, each waste bag shall be wet-wiped to remove any surface contamination and then placed into a second clean bag. These double-bagged

waste materials shall be stored in the designated bag-out room for proper disposal.

- All equipment and tools used within the work area shall undergo general cleaning procedures prior to exiting the containment zone. This step is necessary to prevent mold cross-contamination outside the work area.

Post Mold Remediation Assessment

- An Independent Environmental Professional, experienced in mold contamination and remediation, shall perform the post remediation verification assessment prior to any re-construction / repair work being performed.
- All cleaned surfaces must be exposed for verification and visual inspection.
- Paints and/or encapsulants shall not be applied prior to clearance sampling, as they will hinder the ability of the investigator to perform a thorough investigation.
- Prior to collecting any post remediation verification samples, the investigator shall perform a thorough visual inspection of the remediated areas.
- If any portion of the remediated area is deemed suspect by the investigator based on the visual inspection, the investigator will bring these areas to the attention of the remediation contractor, and additional remediation efforts shall be implemented prior to collecting post remediation verification samples.
- Post remediation verification sampling shall include surface moisture content testing, adequate surface and aggressive air sample collection to evaluate the effectiveness of the remediation efforts. Air samples should exhibit mold spores at concentrations less than outside air samples collected at approximately the same time as the post remediation evaluation samples.

6.0 LIMITATIONS AND APPROVALS

Reasonable effort has been made by TES personnel to detect and identify where substrates have been affected by moisture intrusion and consequent suspected mold growth. However, it is important to note that mold can flourish in areas where water leaks remain unaddressed. These areas encompass concealed spaces and adjacent construction materials, which house plumbing or drainage lines, as well as areas adjoining the building's perimeter or enclosure system.

This assessment did not encompass areas that were not recognized as being impacted by water or moisture damage, or areas that were inaccessible. Hence, the potential for mold growth in these regions cannot be ruled out at this juncture.

The findings, conclusions, and recommendation of TES regarding moisture content levels within the examined substrates in the project areas pertain to the conditions as they existed during the investigation. These results are subject to the limitations and fluctuations inherent in the investigation methodology.



It is important to clarify that TES cannot be held accountable for the effects of moisture related to weather conditions or construction activities that may have influenced moisture content levels in the tested substrates after the conclusion of the project.

This inspection exclusively covers areas accessible to the inspector as stipulated by the scope of work. Furthermore, the study's scope is contingent upon the information provided by the Client at the time of the investigation. In the absence of federal or state standards during the investigation, we do not assume responsibility for subsequent technological or standard changes that may occur after this investigation date.

It is important to understand that this report is intended solely for the Client's use, and TES does not bear responsibility for its utilization by any third party.

Regarding the health of past, present, or future occupants of the structure, TES recommends consulting a qualified medical professional for all inquiries.

Should you have any questions, please contact our office toll free at (888) 948-4826.

Sincerely,

TITAN ENVIRONMENTAL SOLUTIONS, INC.



Ibrahim M. Sobeih, MS, MSPH, CIH, CAC, FAIHA
Director of Industrial Hygiene and Safety



APPENDIX: LABORATORY ANALYTICAL REPORT AND COC

**TITAN ENVIRONMENTAL
SOLUTIONS****CHAIN OF CUSTODY**

004494803

**CORP HEADQUARTERS**

1521 E Orangethorpe Avenue Suite B
Fullerton, CA 92831
(888) 948-4826

Mold & Bacteria**SAN DIEGO**

2305 Historic Decatur Road
Suite #100, Office #151
San Diego, CA 92106

www.titan-enviro.com

BAY AREA

1901 Harrison Street
Suite #1137
Oakland, CA 94612

PROJECT INFORMATION**PROJECT NO.**

139176 - LM

INSPECTOR NAME

Gabriel Klein

PROJECT NAME

La Sala

PROJECT MANAGER

Tony Lam

PROJECT ADDRESS

2100 Donald Drive, Moraga, CA 94556

LAB SELECTION

EMLab P&K Burlingame

SAMPLE DATE

4/15/2026

OCCUPANCY STATUS

Occupied

ANALYSIS REQUESTED



004494803

ANALYSIS TYPES

✓ Fungi (Air O Cell)

MC COLOR

Red

TURNAROUND TIME

6 hr

SAMPLES (7 total)

Date	Sample ID	Type	Location	Temp	Humidity	Start Time	End Time	Start Flow Rate	End Flow Rate	Total Vol	Sample Area
4/15/2026	01	Air O Cell	Baseline West Exterior Entrance	56	55	07:52	07:57	15	15	75	—
4/15/2026	02	Air O Cell	Kitchen Center	66	54	08:14	08:19	15	15	75	—
4/15/2026	03	Air O Cell	Main Room SW	68	49	08:21	08:26	15	15	75	—
4/15/2026	04	Air O Cell	Main Room NE	68	48	08:29	08:34	15	15	75	—
4/15/2026	05	Air O Cell	Men's Restroom Center	66	49	08:38	08:43	15	15	75	—
4/15/2026	06	Air O Cell	Women's Restroom Center	67	48	08:47	08:52	15	15	75	—
4/15/2026	07	Swab	Kitchen Cabinetry Wood Panel Under N Sink	66	54	NA	NA	NA	NA	NA	1 Inch Squared

CHAIN OF CUSTODY SIGNATURES



004494803

Relinquished By (Field)

NAME

Gabriel Klein

DATE/TIME

2026-04-15T09:15

SIGNATURE

CK

Received by Lab

NAME

- *Preciado T*

DATE/TIME

- *4/15/26 1500*

SIGNATURE

X

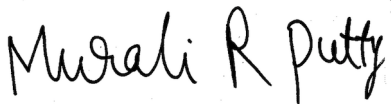
Report for:

EPK Burlingame
Titan Environmental Solutions, Inc.
1521 East Orangethorpe Ave, Ste B
Fullerton, CA 92831

Regarding: Eurofins Built Environment Testing West, LLC
Project: 139176-LM; La Sala, 2100 Donald Drive, Moraga, CA
EML ID: 4494803

Approved by:

Dates of Analysis:
Spore trap analysis: 04-15-2026



Technical Manager
Murali Putty

Service SOPs: Spore trap analysis (EBET-DE-SOP89537(formerly EB-MY-S-1038))
AIHA LAP, LLC accredited service, Lab ID #102856

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing West, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	0415-01: Baseline West exterior entrance			0415-02: Kitchen center		
Comments (see below)	None			None		
Lab ID-Version‡:	22602154-1			22602155-1		
Analysis Date:	04/15/2026			04/15/2026		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Ascospores	64	25	3,400	9	25	480
Basidiospores	264	25	14,000	22	25	1,200
Chaetomium				2	100	27
Cladosporium	77	25	4,100			
Curvularia						
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Other brown						
Other colorless						
Penicillium/Aspergillus types†	35	25	1,900	12	25	640
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes	27	100	360	1	100	13
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	2+			2+		
Hyphal fragments/m3	< 13			< 13		
Pollen/m3	< 13			13		
Skin cells (1-4+)	< 1+			1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			24,000			2,300

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	0415-03: Main room SW			0415-04: Main room NE		
Comments (see below)	None			None		
Lab ID-Version‡:	22602156-1			22602157-1		
Analysis Date:	04/15/2026			04/15/2026		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Ascospores	3	25	160	15	25	800
Basidiospores	14	25	750	32	25	1,700
Chaetomium	1	100	13			
Cladosporium	4	25	210	1	25	53
Curvularia						
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Other brown	1	100	13	2	100	27
Other colorless						
Penicillium/Aspergillus types†	13	25	690	11	25	590
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes						
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	3+			2+		
Hyphal fragments/m3	27			< 13		
Pollen/m3	40			< 13		
Skin cells (1-4+)	2+			1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			1,800			3,200

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	0415-05: Men's restroom center			0415-06: Women's restroom center		
Comments (see below)	None			None		
Lab ID-Version‡:	22602158-1			22602159-1		
Analysis Date:	04/15/2026			04/15/2026		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Ascospores	5	25	270	2	25	110
Basidiospores	13	25	690	9	25	480
Chaetomium						
Cladosporium	5	25	270	2	25	110
Curvularia						
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Other brown						
Other colorless						
Penicillium/Aspergillus types†	13	25	690	16	25	850
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes						
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	2+			3+		
Hyphal fragments/m3	< 13			27		
Pollen/m3	< 13			40		
Skin cells (1-4+)	1+			2+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			1,900			1,500

Comments:

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

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§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

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(833) 465-5857 www.eurofinsus.com/Built

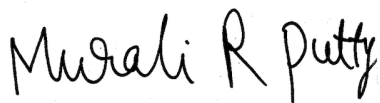
Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Murali Putty

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by AIHA LAP, LLC, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

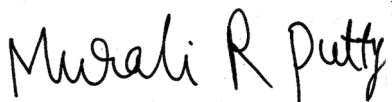
‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Report for:

EPK Burlingame
Titan Environmental Solutions, Inc.
1521 East Orangethorpe Ave, Ste B
Fullerton, CA 92831

Regarding: Eurofins Built Environment Testing West, LLC
Project: 139176-LM; La Sala, 2100 Donald Drive, Moraga, CA
EML ID: 4494803

Approved by:



Technical Manager
Murali Putty

Dates of Analysis:
Direct microscopic exam - Qualitative (ASTM D7658): 04-15-
2026

Service SOPs: Direct microscopic exam - Qualitative (ASTM D7658) (EBET-DE-SOP84326)

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested.

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Client: Titan Environmental Solutions, Inc.
 C/O: EPK Burlingame
 Re: 139176-LM; La Sala, 2100 Donald Drive,
 Moraga, CA

Date of Sampling: 04-15-2026
 Date of Receipt: 04-15-2026
 Date of Report: 04-15-2026

Semi-Quantitative Method for Direct Microscopy of Surface Fungal Structures by ASTM D7658

Non-Fungal Background Debris †	Miscellaneous Spores Present*	Fungal Loading††	Other Comments	Notes
Lab ID-Version‡: 22602153-1, Analysis Date: 04/15/2026: Swab sample 0415-07: Kitchen cabinetry wood panel under N sink				
2	Very few	5 <i>Chaetomium</i> (Hyphae, fruiting bodies and clumps/chains of spores)	None	Mold Growth Detected

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

Semi-Quantitative Method for Direct Microscopy of Surface Fungal Structures by ASTM D7658

†Non-Fungal Background Debris

The presence and relative amount of non-fungal background debris (e.g., skin cells, fibers, pollen, and dust) are documented in the Non-Fungal Background Debris section. Determination of the debris load is based on analytical judgment and reported using a semi-quantitative scale representing the relative abundance of observed material within the microscopic field of view.

- 0 No background debris is observed
- 1 ~< 5 % of a representative field of view
- 2 ~5 % and 25 % of a representative field of view
- 3 ~25 % and 75 % of a representative field of view
- 4 ~75 % and 90 % of a representative field of view
- 5 ~>90 % of a representative field of view

***Miscellaneous Spores**

Slides/specimens are examined for the presence, quantity, and distribution of mold spores. Under typical conditions, a mixture of spore types is observed with a distribution consistent with that commonly found in outdoor environments. In such cases, the biological component of the sampled surface reflects background environmental deposition rather than localized growth. Observed spores may include basidiospores, myxomycetes, plant-associated spores such as ascospores, rusts, and smuts, as well as a variety of saprophytic genera, with no single spore type predominating. Many of these spores are not associated with growth on indoor building materials, as they require living plants, decaying organic matter, or specific ecological associations for development. When this mixed spore population is observed in combination with pollen, the likely source is outdoor air rather than indoor mold growth. The relative abundance of miscellaneous spores is graded and reported as none, very few, few, variety, or wide variety.

- None – No miscellaneous spores detected
- Very Few – ~1-10 miscellaneous spores of the same spore type detected
- Few – ~>10 miscellaneous spores of the same spore type detected
- Variety – ~1-10 miscellaneous spores of 2 or more spore types detected
- Wide Variety – ~>10 miscellaneous spores of 2 or more spore types detected

††Fungal Loading

Quantities of molds observed with associated mycelial and/or sporulating structures are reported in the Fungal Loading section. Analytical judgement is applied to assess the level of fungal loading present in the sample. Results are expressed using a semi-quantitative rating scale that reflects the relative abundance of material observed within the examined microscopic field of view.

- 0 No fungal material is observed
- 1 ~< 5 % of a representative field of view
- 2 ~5 % and 25 % of a representative field of view
- 3 ~25 % and 75 % of a representative field of view
- 4 ~75 % and 90 % of a representative field of view
- 5 ~>90 % of a representative field of view

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

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111 Anza Boulevard, Suite 122, Burlingame, CA 94010
(833) 465-5857 www.eurofinsus.com/Built

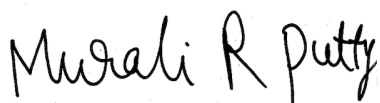
Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

Semi-Quantitative Method for Direct Microscopy of Surface Fungal Structures by ASTM D7658

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Murali Putty

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by AIHA LAP, LLC, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

MoldRANGE™, California Climate: Extended Outdoor Comparison

Outdoor Location: 0415-01, Baseline West exterior entrance

Fungi Identified	Outdoor data	Typical Outdoor Data for: April in California† Köppen-Geiger climate code¹ "Csa" Mediterranean/hot summer (n‡=4025)						Typical Outdoor Data for: The entire year in California† Köppen-Geiger climate code¹ "Csa" Mediterranean/hot summer (n‡=45232)					
		very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Project zip code 94556	spores/m3												
Generally able to grow indoors*													
Alternaria	-	13	13	27	67	110	60	13	13	27	67	110	57
Bipolaris/Drechslera group	-	7	13	13	27	53	11	7	13	13	27	53	12
Chaetomium	-	7	13	13	27	40	20	7	13	13	27	40	23
Cladosporium	4,100	100	160	450	1,200	1,800	94	110	210	590	1,500	2,600	95
Curvularia	-	7	13	13	31	53	2	7	13	13	27	53	6
Nigrospora	-	7	8	13	27	40	6	7	13	13	40	80	12
Other brown	-	8	13	13	40	53	37	13	13	13	40	53	38
Penicillium/Aspergillus types	1,900	53	53	160	370	640	61	53	80	210	540	960	71
Stachybotrys	-	7	13	13	27	67	5	7	13	13	39	67	5
Torula	-	7	13	13	40	67	14	7	13	13	40	67	12
Seldom found growing indoors**													
Ascospores	3,400	25	53	110	350	690	68	25	50	110	320	640	65
Basidiospores	14,000	40	53	200	750	1,600	90	38	53	200	850	2,100	87
Rusts	-	13	13	27	53	100	35	8	13	17	53	88	26
Smuts, Periconia, Myxomycetes	360	13	20	53	150	290	74	13	17	53	150	270	74
§ TOTAL SPORES/m3	24,000												

¹Köppen-Geiger climate codes are based upon a climate classification scheme for large geographic areas. The "MoldRANGE, California Climate" report uses the sampling location zipcode to identify the Köppen-Geiger climate code in that area. Because California has such diverse climates, this approach sharpens the precision of the MoldRANGE reporting system, providing more reliable estimates of the range and average concentrations of the different airborne fungal spore types for each region. Additional information on the Köppen-Geiger climate classification system can be found on the last page of this report.

†The Typical Outdoor Data represents the typical outdoor spore levels across North America for the time period and climate code indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

‡ n is the sample size used to calculate the MoldRange, California Climate data summarized in the table.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

Understanding Köppen-Geiger Climate Codes

Outdoor airborne fungal spore concentrations are strongly influenced by climate and weather patterns, often resulting in pronounced seasonal and diurnal cycles (Burge, 1995). The seasonal climatic changes directly affect the growth cycles of plants, thereby influencing fungal growth, spore maturation and release cycles. By evaluating outdoor spore concentration across similar climatic zones, rather than for the state as a whole, it is possible to provide a more precise and reliable estimate of typical outdoor spore levels and the frequency of occurrence for different airborne fungal spore types in a given area.

A widely used system for classifying climate was developed in the late nineteenth century by the climatologist Wladimir Köppen. He later collaborated with another climatologist Rudolf Geiger in making modifications to his original system. As new climatic data has become available other individuals have submitted revisions and modifications to this system which are commonly referred to as modified Köppen-Geiger climate classification systems.

The Köppen-Geiger climate classification system is a widely used system that provides an objective numerical definition of climate types in terms of climatic elements such as temperature, rainfall, and other seasonal characteristics. The modified Köppen-Geiger climate classification system adopted here includes 6 major climate categories designated by a capital letter:

- A Tropical
- B Dry
- C Mediterranean (Temperate)
- D Continental (Temperate)
- E Polar
- H Timberline

In order to represent the main climatic types, additional letter designations are added. Except for the Dry climates and Polar climates the second letter refers to rainfall regime. The second letter for Dry climates differentiates Dry Steppe climates from Dry Desert climates. The second letter for Polar climates differentiates Polar Tundra climates from Polar Ice climates. For all 6 major climate categories the third letter refers to temperature characteristics, and the fourth to special features of the climate.

California is unique in that it has a more diverse array of climate types than any other state. Based upon data mapped by the California Department of Fish and Game (2003), California displays 11 distinct climate types as defined by a modified Köppen-Geiger climate classification system:

- BSh Semi-arid, steppe hot
- BSk Semi-arid, steppe
- BSkn Semi-arid, steppe w/summer fog
- BWh Arid low latitude desert hot
- BWk Arid mid latitude desert
- Csa Mediterranean/hot summer
- Csb Mediterranean/cool summer
- Csbn Mediterranean/summer fog
- Dsb Cool continental/dry summer
- Dsc Cold winter/dry summer
- H Highland/Timberline

This report groups California zip codes in relation to these climate codes and summarizes the MoldRANGE™ data by month and by year within each climate code.

REFERENCES

California Department of Fish and Game, Atlas of the Biodiversity of California, p. 15, 2003.
Burge, Harriet A. Bioaerosols. Boca Raton: Lewis Publishers, pp. 163-171, 1995.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor data" are based on the results of the analysis of samples delivered to and analyzed by Eurofins Built Environment Testing and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. In addition, Eurofins Built Environment Testing may not have received and tested a representative number of samples for every region or time period. Eurofins Built Environment Testing hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the use or interpretation of the data contained in, or any actions taken or omitted in reliance upon, this report.

Eurofins Built Environment Testing West, LLC
111 Anza Boulevard, Suite 122, Burlingame, CA 94010
(833) 465-5857 www.eurofinsus.com/Built

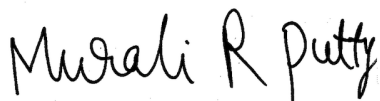
Client: Titan Environmental Solutions, Inc.
C/O: EPK Burlingame
Re: 139176-LM; La Sala, 2100 Donald Drive,
Moraga, CA

Date of Sampling: 04-15-2026
Date of Receipt: 04-15-2026
Date of Report: 04-15-2026

MoldRANGE™, California Climate: Extended Outdoor Comparison

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Murali Putty

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

ATTACHMENT B**Preliminary Planning-Level Cost Summary**

La Sala Building — Hacienda de las Flores, 2100 Donald Drive, Moraga, CA 94556

The following planning-level cost information is intended to compare general order-of-magnitude options for La Sala. These estimates are not bid results and are not final project budgets. Actual costs would depend on final scope, hazardous materials requirements, environmental handling, utility disconnections, site stabilization, contingency, contractor pricing, and unknown field conditions.

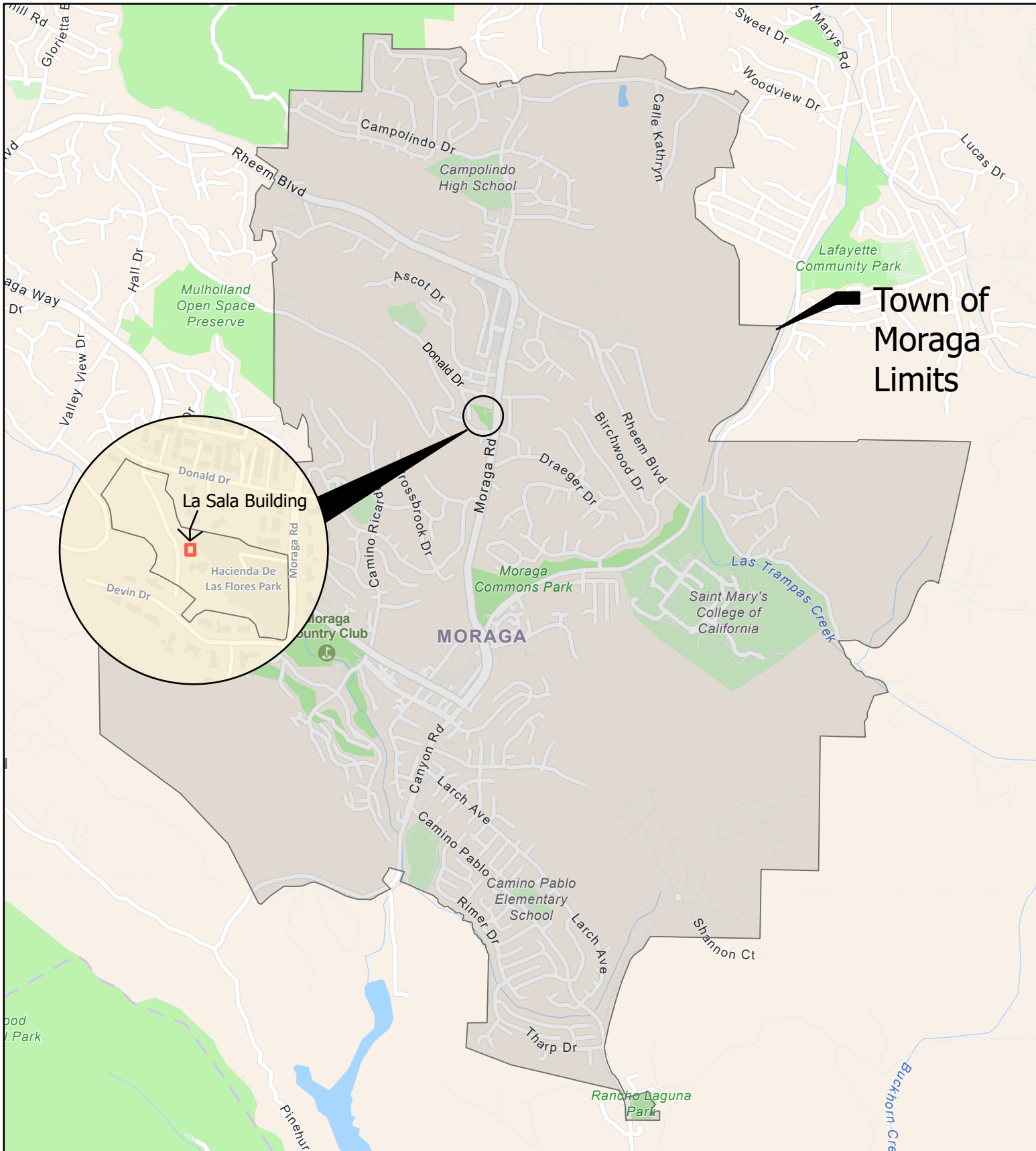
Option	Planning-Level Cost	Notes
Demolition	Base estimate approx. \$109,000; engineer's estimate approx. \$150,000; overall budget need may approach \$200,000	Includes demolition, permitting, temporary fencing, utility caps, hazardous-materials allowance, environmental handling, site stabilization, contingency, and unknowns. Final cost would be determined by bids.
Limited repair / reopening	Approx. \$75,000+	Addresses immediate dampness/remediation work only. Does not address roof, foundation, site movement, or broader building-system needs.
Basic repair / stabilization	Approx. \$350,000–\$400,000	Includes dampness/remediation work, re-roofing, and basic foundation stabilization. Does not fully restore, level, modernize, or repurpose the building.
Enhanced repair / stabilization	Approx. \$750,000–\$800,000	Includes more substantial foundation work, roof work, remediation, and secondary building/utility repairs. Does not include broader modernization or new programmatic improvements.
Full repair / improvement	\$1 million+ / to be determined	Would require a clear long-term use and may need to consider creek-bank stabilization or other site improvements. Cost and scope would depend on future direction.

Site Condition Note

The building is located near the creek, and preliminary cost information notes ongoing creek-bank movement. If the Town were to make a major reinvestment in La Sala, the creek-bank condition would need to be considered and could significantly increase the cost and complexity of a long-term repair or improvement project.

Cost Basis

The ranges above are based on preliminary cost information that included a direct demolition estimate of approximately \$109,000; basic foundation repair estimate of approximately \$173,000; enhanced foundation repair estimate of approximately \$563,000; re-roofing estimate of approximately \$139,000; dampness/remediation estimate of approximately \$48,000; and other related items. The ranges have been rounded and grouped for planning-level comparison.



**La Sala Building
Hacienda De Las Flores Park
Site and Location Map**

Town of Moraga

N

0 1,500 3,000 Feet

June, 2026 **148**

La Sala Building — Existing Conditions Photos

Hacienda de las Flores, 2100 Donald Drive, Moraga, CA 94556

The following photographs document existing conditions at the La Sala building, including roof deterioration and water intrusion, foundation cracking and structural separation, and site impacts associated with ongoing land movement near the creek.

Source: Photographs provided by Town of Moraga Public Works staff, June 2026.

Roof Conditions and Water Intrusion



Figure F-1. Hole in deteriorated wood shake roof



Figure F-2. Original wood shake roof exposed beneath failed tile roofing



Figure F-3. Roof leak / water intrusion at interior ceiling and light fixture

Foundation Cracking and Structural Separatio



Figure F-4. Foundation cracking at exterior wall



Figure F-5. Separation gap at chimney



Figure F-6. Separation gap at building addition

Site and Land-Movement Conditions



Figure F-7. Patio separation gap attributed to land movement



Figure F-8. Patio area closed to use due to ground movement



TOWN OF MORAGA
TOWN COUNCIL MEETING
July 08, 2026

Addendum(s) to Published Agenda

9: Department Reports

9B: Receive the report and direct staff to proceed with demolition planning for the La Sala building located at the Hacienda de las Flores property

Updates Include:

- Public Communication Received Prior to Meeting



Outlook

La Sala Building

From JANET DOBBS <dobbsjanet@sbcglobal.net>**Date** Tue 7/7/2026 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>; Town Clerk <townclerk@moraga.ca.us>

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

Hello,

I am strongly opposed to the demolition of this historic building! It belongs to the Town and its residents. They must have input and strong consideration!

Transparency, please!!

Thank you,
Janet Dobbs



Possible Demolition of La Sala building at the Hacienda

From Claire Roth <claire@rothskeller.net>

Date Tue 7/7/2026 9:41 PM

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

You don't often get email from claire@rothskeller.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.

Dear Council Members:

It is surprising to me to note the agenda item referring to **proceed with planning** for demolition of the La Sala building since I have seen no previous notice of such planning.

The staff report recommends pursuing this course of action because of the current state of the building. It should be noted that the current state of the building is a direct and foreseeable result of lack of attention and allotment of resources to maintaining it.

It is noted in the staff report that the building was used, prior to its closing, as a part of the current recreation program, and that some programs have had to be eliminated, lacking the space to provide them to the public. Demolition then would not be without permanent effect upon Parks and Recreation offerings.

Since the Town is in the process of designing a new Parks and Recreation master plan that may well recommend additional changes to the entire Hacienda property, I strongly urge Council to defer further planning and any action to demolish this building. Instead I would urge adoption of the first alternative listed in the staff report; Undertake the minimum and least expensive repairs necessary to return the building to a state where it can be used as it was prior to the recent closing.

Thank you for your consideration.

Claire Roth

168 Fernwood Drive, Moraga



SUPPLEMENTAL MATERIALS/PRESENTATIONS:

Meeting Date: July 8, 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

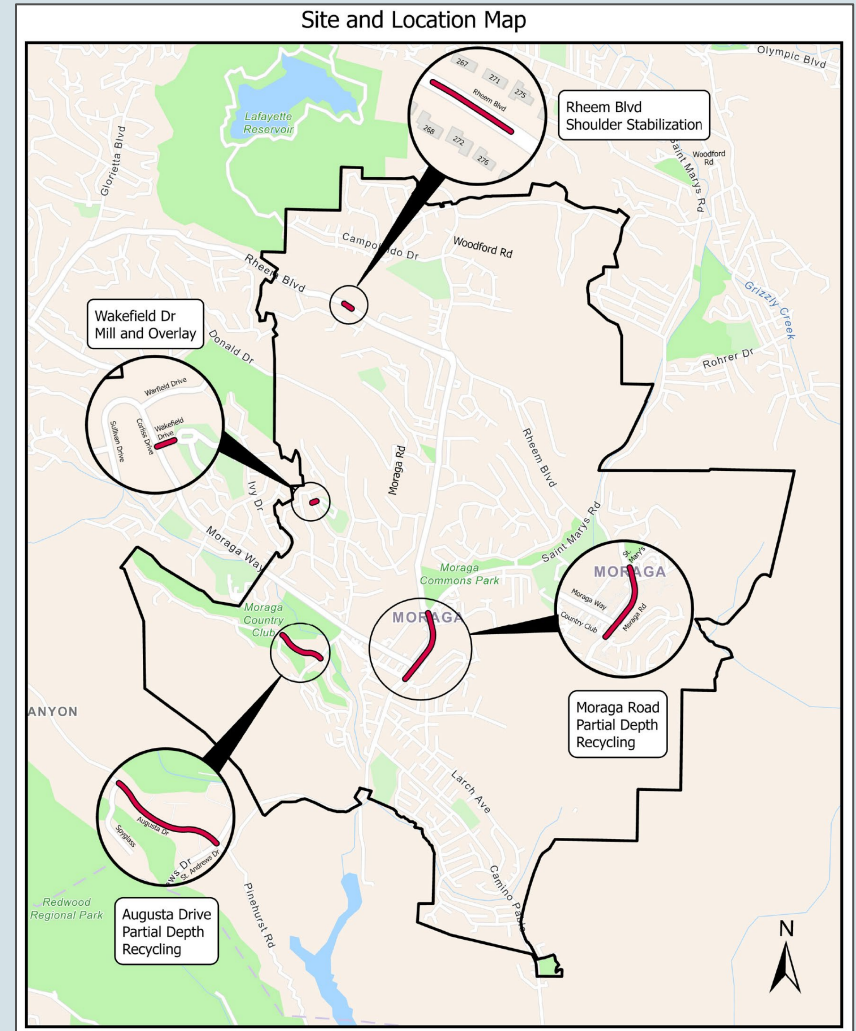
ATTACHMENTS

Town Manager Update - Rheem Blvd Project Update
9A Presentation - FY27 Budget Update
9B Presentation - La Sala Building Update



2025 & 2026 Street Rehabilitation Project Update

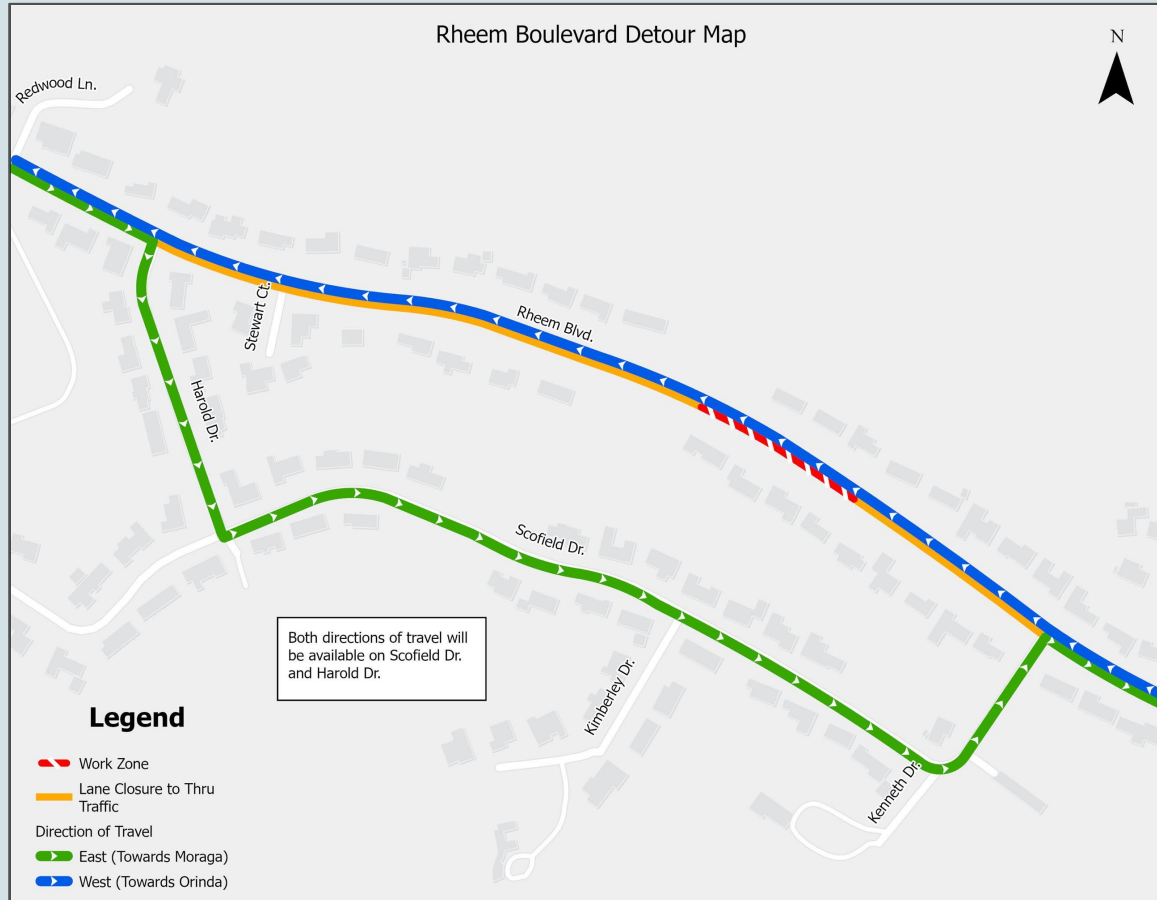
- Informational update only — no Council action tonight.
- Construction began July 6 on Augusta Drive.
- Project includes storm drain repairs, concrete work, and roadway rehabilitation.
- Near-term focus: Rheem Boulevard shoulder repair in July.





Rheem Boulevard Work

2



Planned Work Window

July 13–31, 2026
One Week Detour

Traffic Control

- Westbound Rheem remains open.
- Eastbound traffic detoured via Harold Drive and Scofield Drive.
- Local, driveway, and emergency access maintained.

Drivers should plan ahead and expect minor delays of about 5 minutes.

Fiscal Year 2026-27 Budget Update

Town Council

July 8, 2026



Recommendation

Adopt a
resolution:



Amending the
Fiscal Year
2026-27
General Fund
Budget



Amending the
Fiscal Year
2026-27
Capital
Improvement
Budget

General Fund

<i>In millions</i>	FY 2025-26 Revised Budget	FY 2026-27 Adopted Budget	FY 2026-27 Proposed Adjustments	FY 2026-27 Recommended Revised Budget
Revenues & Transfers In	\$ 13.29	\$ 13.76	\$ 0.20	\$13.97
Expenditures & Transfers Out	14.23	13.76	0.20	13.97
Revenue less Expenditures	\$ (0.94)	\$ 0.00		\$ 0.00

	FY 2025-26 Revised Budget	FY 2026-27 Adopted Budget	FY 2026-27 Proposed Adjustments	FY 2026-27 Recommended Revised Budget
General Revenues Total	\$ 9.24	\$ 9.59	\$ 0.0	\$ 9.59
Department Revenues				
General Government	\$ 0.54	\$ 0.40	\$ -	\$0.40
Parks & Recreation	1.23	1.26	0.14	1.40
Planning	0.65	0.67	-	0.67
Police	0.07	0.07	-	0.07
Public Works	0.70	0.74	0.06	0.80
Total Department Revenues	\$ 3.20	\$ 3.15	\$0.20	\$3.35
Transfers In	\$ 0.84	\$ 1.02	\$ -	\$ 1.02
Total Revenues & Transfers In	\$ 13.29	\$ 13.76	\$ 0.20	\$13.97

General Fund Revenues (in millions)

General Fund Revenue Adjustments

Department	Description	Amount
Parks & Recreation	After School Enrichment Program	\$ 108,000
	Senior Programming Revenue	35,000
Total Parks & Recreation		\$ 143,000
Public Works	Encroachment Permit Revenue	\$ 58,585
Total Public Works		\$ 58,585
Total Revenue Adjustments		\$ 201,585

	FY 2025-26 Revised Budget	FY 2026-27 Adopted Budget	FY 2026-27 Proposed Adjustments	FY 2026-27 Recommended Revised Budget
Administrative Services	\$ 1.89	\$ 1.74	\$ (0.04)	\$ 1.70
General Government	2.28	2.33	-	2.33
Parks & Recreation	2.06	2.16	0.14	2.30
Planning	0.98	0.99	-	0.99
Police	3.85	3.99	0.04	4.03
Public Works	2.33	2.43	0.06	2.49
Transfers Out	0.08	0.11	-	0.11
Total Expenditures & Transfers Out	\$ 14.23	\$ 13.76	\$ 0.20	\$ 13.96

General Fund Appropriations (in millions)

General Fund Appropriation Adjustments

Department	Description	Amount
Administrative Services	Decrease in General Liability Insurance Premiums	\$ (88,664)
	Increase to 1.0 FTE Accounting Technician	52,645
	Total Administrative Services	\$ (36,019)
Parks & Recreation	After School Enrichment Contract Services	\$ 66,000
	Temporary Staff for After School Enrichment Program	40,000
	Increase to 0.70 FTE Administrative Assistant	19,808
	Supplies and Materials	17,192
	Total Parks & Recreation	\$ 143,000
Police Department	Reclassification of 2 Police Corporals to Police Sergeants	\$ 36,019
	Total Police	\$ 36,019
Public Works	Building, Storm Drain, & Road Maintenance Contractual Services	\$ 58,585
	Total Public Works	\$ 58,585
Total Appropriation Adjustments		\$ 201,585

	FY 2026-27
Recommended Operating Expenditures	\$ 13,851,577
50% Reserve Requirement	\$ 6,925,788
Reserve Balance as of June 30, 2025	\$ 6,824,996
Required Contribution	\$ 100,792

General Fund Reserves

Authorized Positions

Increase
Parks &
Rec Admin
Assistant -
from 0.45
to 0.70 FTE

Increase
ASD
Account
Tech from
0.60 to 1.0
FTE

Reclassify
2 Police
Corporals
to Police
Sergeants

42.15 Total
Authorized
FTE

Other Funds

Capital Budget Adjustment

Shade Structure at Commons Park All Access Playground

- Total Cost \$218,000
- \$200,000 from Moraga Community Foundation
- \$18,000 from Asset Replacement Fund



Recommendation

Adopt a
resolution:



Amending the
Fiscal Year
2026-27
General Fund
Budget



Amending the
Fiscal Year
2026-27 Capital
Improvement
Budget



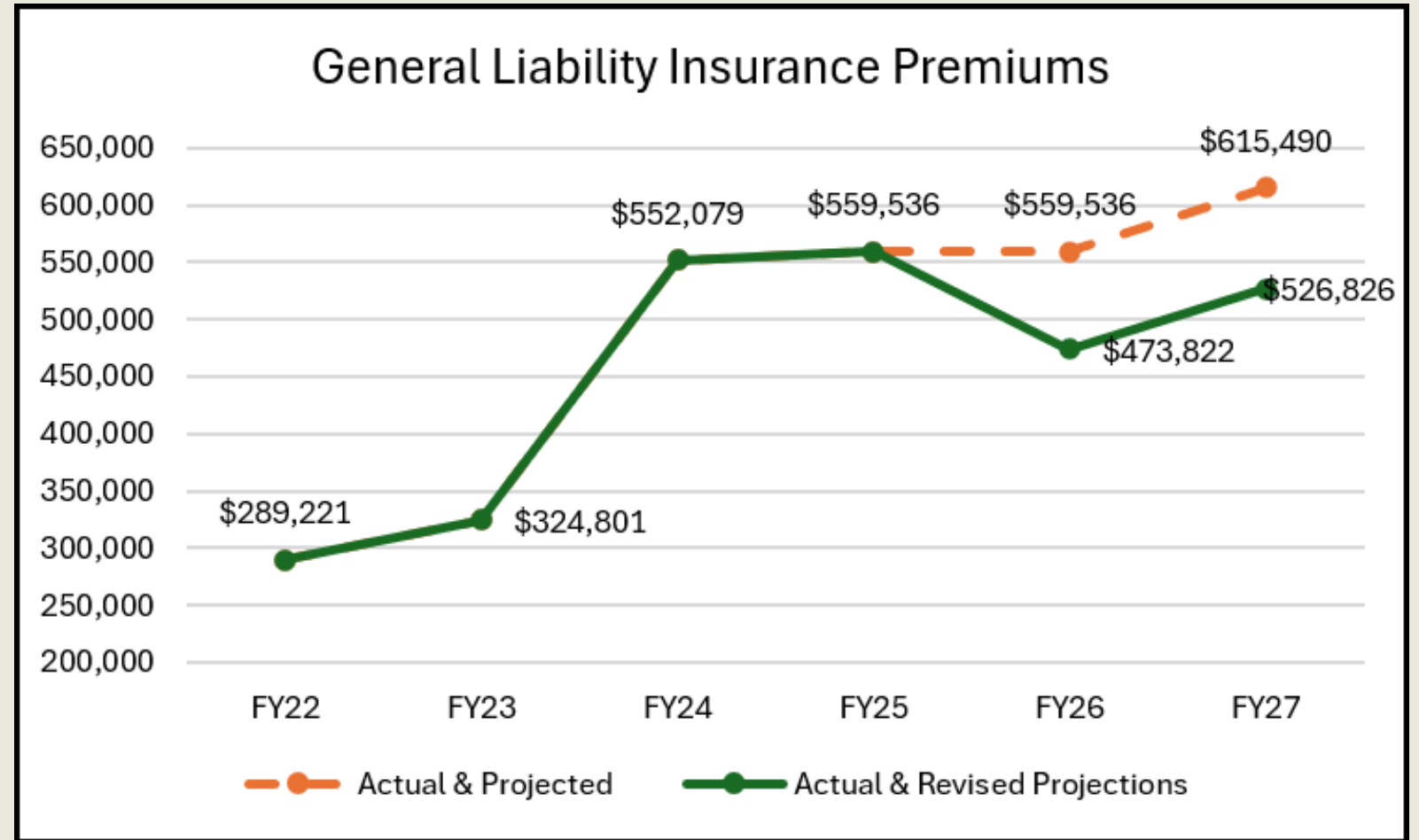
Questions?

General Liability Insurance Premiums

70% increase in premiums in FY24

Town increased its deductible in FY25 to lower premium increases

In FY26, premiums decreased by 10%.





La Sala Building Update

Town Council Update | July 8, 2026

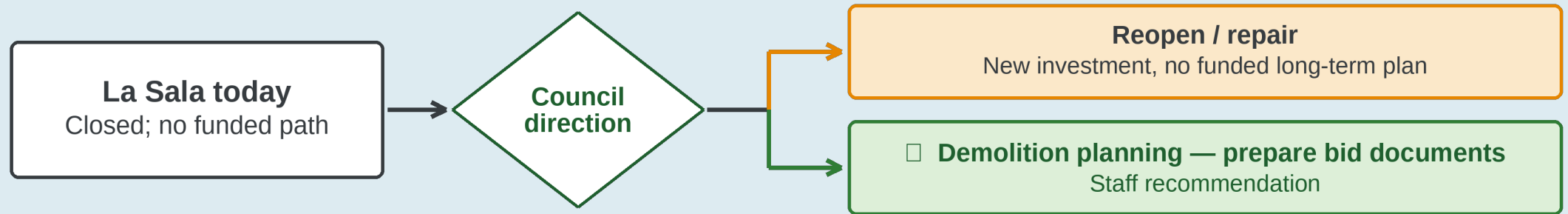


La Sala

**Presented by Public Works Director/Town Engineer
& Parks & Recreation**



Tonight's Action: Choose a Direction for La Sala



Staff recommends demolition planning rather than investing in reopening repairs.

La Sala: Previous Use, Context, and Condition



Previous use

- Parks & Recreation programming
- Community / Hacienda support
- Meetings, storage, Town operations

Site context

- Located near the creek
- Part of Hacienda campus
- Older support building, not core Hacienda structure (Formally called "Offices")
- Deck closed in 2025 due to slope stability



2016 Feasibility Study: La Sala



**Phase 1: La Sala retained / minor renovation
Parks & Recreation office + community use**



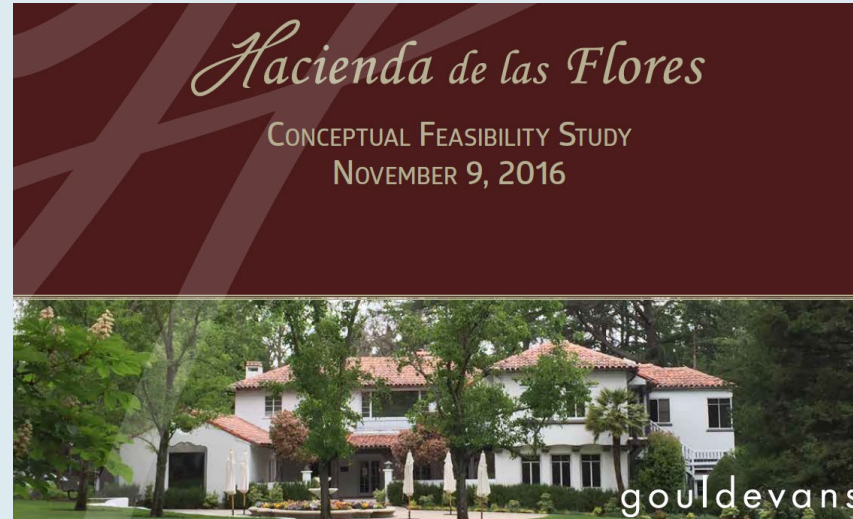
**Future Phase 2: La Sala removed
expanded drop-off courtyard / patio**

Key point: the removal idea was studied/presented/accepted; the project was not implemented.



2016 Study Accepted; Project Never Advanced

5



Council accepted
2016 conceptual
feasibility
study

Future phase
showed La Sala
removed

Follow-up efforts
focused elsewhere; no
La Sala project
advanced

Asset report:
“Will not be replaced”.
No funding allocated

La Sala is closed; Town
needs direction

The 2016 study presented La Sala removal as part of a future phase, but follow-up efforts did not advance a La Sala repair, reuse, replacement, or removal project.



Why This Is Before Council Now



The building is closed
Water damage and related environmental conditions require work before reopening.

The repair path is unfunded
No funded repair, reuse, replacement, or removal path exists today.

Doing nothing has a cost
A closed building still needs monitoring and maintenance. Roof repairs needed prior to winter

Staff needs direction before spending funds on either reopening, repairs, or demolition advancement.



Program Impacts Have Been Managed

Most programming preserved

Parks & Recreation relocated most affected programming to other Town facilities and outdoor spaces.

Temporary accommodations

Other Hacienda rooms, outdoor program space, temporary restrooms, and storage have been used to keep programs running.

Remaining loss

Cooking/culinary programs cannot currently continue because La Sala has the Town's public recreation kitchen.





Minimum Reopening Work vs. Long-Term Use

Minimum to reopen: \$50K-\$100K

Environmental

-Remove/handle affected materials

Roof/leak repair

-Needed to prevent recurrence

Building restoration

-Replace impacted finishes (walls/ceiling)



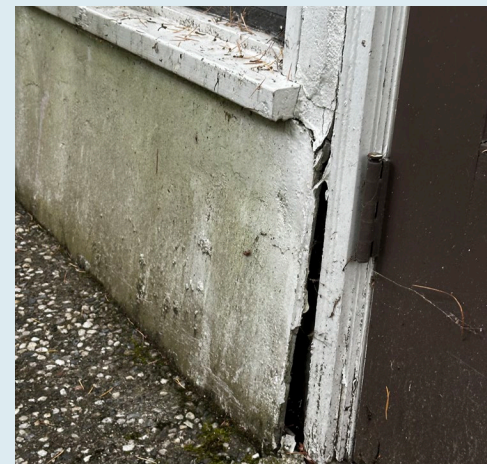
If keeping for long-term use: \$350K \$1M+

Foundation/stabilization

-Substantial cost to repair or improve

Creek-bank condition

-Must be considered before major reinvestment
-A creek set back should be considered



Base repairs are needed to reopen; reliable long-term use would require additional stabilization and site work.



Parks & Recs Open Space Master Planning Context: La Sala Was Reviewed in Context

9



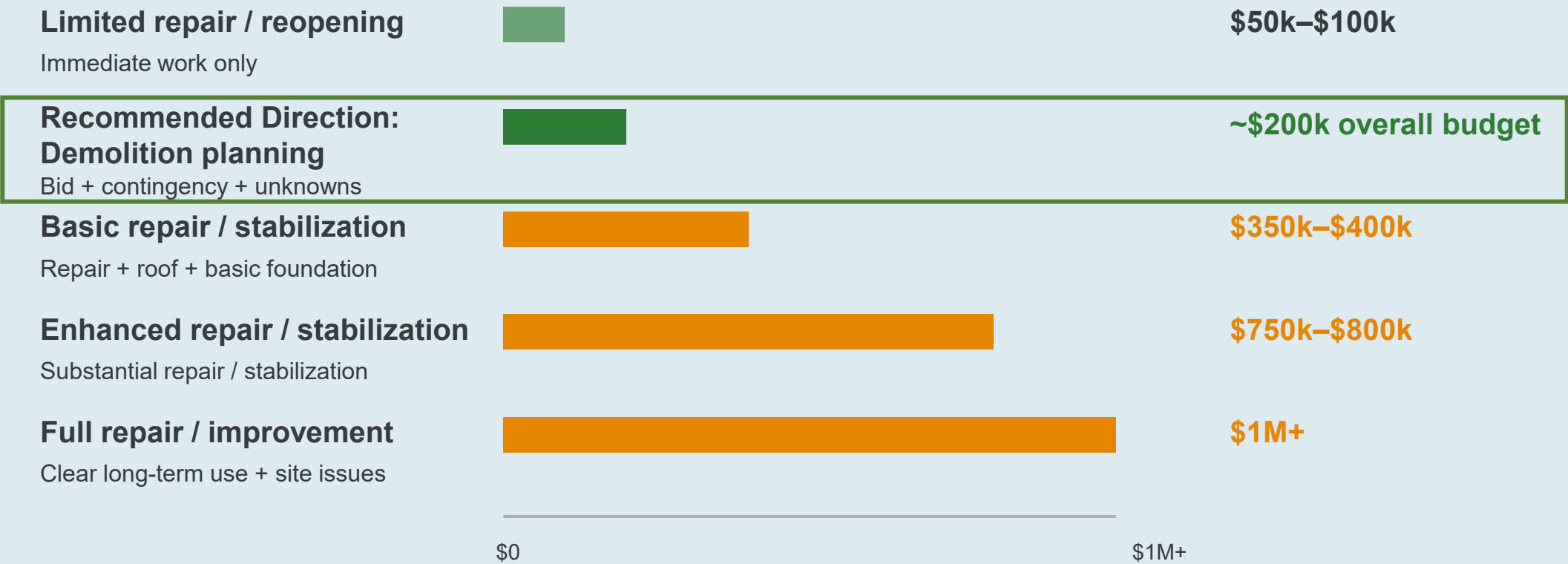
Existing La Sala
Not identified as a viable
future facility opportunity as-
is.

Future space needs
Indoor recreation,
community programming,
and support-space needs
remain part of PROS.

**Removal does not close off future planning. It may create more flexibility for
the Hacienda site.**



Cost Context: Repair Costs Quickly Exceed Demolition



Final demolition cost will be determined through competitive bid process

Staff recommends demolition planning over repair investment due to unfunded reopening work and larger long-term building/site needs



What Demolition Planning Would Include

Hazardous materials

Testing and handling requirements

Utilities

Disconnect, cap, or remove as needed

Demolition

Remove building and protect adjacent facilities and operations

Site stabilization

Grade, stabilize, and provide temporary/minimal restoration

Salvage / reuse

Evaluate material reuse or recycling where feasible

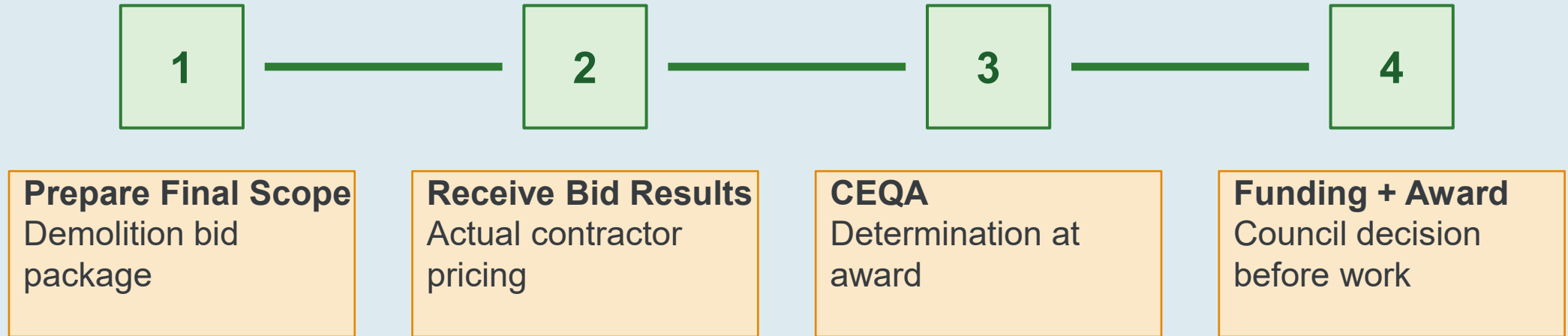
Future use

Coordinate cleared-area options for Hacienda opportunities

Bid documents can be structured to support reuse or salvage where feasible and practical.



Recommended Next Steps



Council will see and approve environmental determination, funding recommendation, and contract award before any work occurs.



Recommended Direction

Direct staff to proceed with demolition planning

- Prepare demolition plans, specifications, and bid documents
- Include hazardous materials, utilities, demolition, site stabilization, and environmental handling requirements
- Evaluate salvage, reuse, or recycling opportunities where feasible
- Return with CEQA determination, bid results, contract award, and funding recommendation

Questions?