



**TOWN OF MORAGA  
TOWN COUNCIL**

**WEDNESDAY, JANUARY 14, 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, Interim Public Works Director
Amy Heavener, Town Clerk	Mackenzie Brady, Parks & Recreation Director

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**Town of Moraga Mission Statement**

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

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

**VIEWING OPTIONS:** The Moraga Town Council meeting is scheduled to take place on the 2nd and 4th Wednesday of each month. The meeting may be attended in person at 335 Rheem Blvd, Moraga, on Community Access Television (CATV) Comcast Channel 26; or by viewing the Town's YouTube Live channel at: <https://www.youtube.com/@TownofMoraga335>

**PUBLIC INPUT:** To provide input to the Town Council please submit comments via the following email address: [publiccomment@moraga.ca.us](mailto: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 [aheavener@moraga.ca.us](mailto:aheavener@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, JANUARY 14, 2026  
5:30 PM**

TOWN COUNCIL CHAMBER  
335 RHEEM BOULEVARD  
MORAGA, CA

**1. CALL TO ORDER**

**ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS**

**4. PUBLIC COMMUNICATION**

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

**5. ADOPTION OF MEETING AGENDA**

**6. CONSENT CALENDAR**

A. Consideration of Consent Items Removed for Discussion

B. Acceptance of Consent Items

6.1 Receive Accounts Payable Claims for: December 5, 2025 – December 31, 2025 (\$297,184.39).

6.2 Approval of Minutes for the December 10, 2025 Regular meeting of the Moraga Town Council.

6.3 Adopt a Resolution authorizing the purchase of a Ventrac 4520-P all-terrain mower and HQ-682 Tough Cut brush/vegetation attachment in the amount of \$39,808 from Belcorp Ag, LLC, Stockton; and find the purchase categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 (Existing Facilities).

6.4 Adopt a Resolution:

1. Accepting the donation of two cement lion sculptures from the Lum family for installation at the Moraga Library entrance;
2. Accepting the donation of "Mirror Ball," a sculpture created by artist Doug Heine, for placement along the Lafayette-Moraga Regional Trail; and
3. Authorizing the Town Manager to execute applicable Public Artwork Donation Agreements in a form approved by the Town Attorney

**6.5** Adopt a resolution:

Authorizing the Town Manager to execute a professional services agreement with Municipal Resource Group, LLC (MRG) to conduct a Town-wide Organizational Assessment in the amount of \$56,840, with a contingency of \$3,160, for a total not to exceed amount of \$60,000 subject to approval as to form by the Town Attorney; and authorizing the Administrative Services Director to execute amendments to the agreements within the contingency, as necessary.

**6.6** Approve the 2026 Town Council Meeting calendar, cancelling, and rescheduling meetings as necessary, and direct staff to schedule a special meeting if needed.

**7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES**

**8. PUBLIC HEARING**

**8A** It is recommended that the Town Council take the following actions:

1. Waive the second reading and adopt an ordinance repealing and replacing MMC Chapter 15.04 "Building Codes" of Title 15 and adopting by reference certain sections of Contra Costa County Ordinance No. 2025-19, which adopts the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code and the 2025 California Green Building Standards Code with changes, additions and deletions, with adoption of findings to justify stricter construction standards to address local climatic, geological, or topographical conditions as authorized by Health and Safety Code sections 17958.5 and 18941.5.
2. Find the ordinance exempt from review pursuant to sections 15061(b)(3) and 15378(b) (5) of the California Environmental Quality Act.

**9. DEPARTMENT REPORTS**

**9A** Adopt a resolution allocating the FY 2024-25 General Purpose Fund unassigned fund balance.

**9B** Waive the first reading and introduce by title only an ordinance repealing and replacing Chapter 3.04 (Purchasing System) of the Moraga Municipal Code (MMC) relating to the Town's Purchases of Services, Supplies and Equipment; adopt a resolution adopting the revised Town of Moraga Purchasing Policy, to be effective

March 1, 2026 and find the Ordinance and the updated Purchasing Policy Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

- 9C Authorize, by minute order, a professional services agreement with Kosmont Companies (Kosmont) to provide on-call real estate and economic development advisory services to the Town of Moraga with an initial not-to-exceed amount of \$60,000, and authorize the Town Manager to execute the agreement, with minor amendments that may be approved by the Town Manager and Town Attorney.
- 9D It is recommended that the Town Council receive a report regarding SB 707, which enacts major amendments to the Ralph M. Brown Act effective January 1, 2026, and July 1, 2026 and provide direction to staff to move forward with implementation actions for eligible advisory bodies.
- 9E Staff recommends that the Town Council discuss the various appointments as presented by the Mayor during the Council meeting and direct staff to bring the 2026 Moraga Town Council Committee Appointments back to Council on the Consent Agenda at the next Town Council meeting for formal acceptance.

**10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**11. INFORMATIONAL ITEMS**

**12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS**

**13. ADJOURNMENT**

# Accounts Payable

## Checks by Date - Detail by Check Date

User: sthomason@moraga.ca.us  
 Printed: 1/8/2026 11:36 AM

Signed by:  
*Katie Bruner*  
 8C066257ADE040A...



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
65823	CASDU	California State Disbursement Unit PR Batch 40005.12.2025 Child Support	12/05/2025 PR Batch 40005.12.2025 Chil	410.76
Total for Check Number 65823:				410.76
Total for 12/5/2025:				410.76
65824	ABAG PWR T00171	Association of Bay Area Governments Natural Gas Pooled Power	12/11/2025	1,895.07
Total for Check Number 65824:				1,895.07
65825	AGRARIAN 12082025	Agrarian CKL Cooking Workshop Fall 2025	12/11/2025	1,536.00
Total for Check Number 65825:				1,536.00
65826	ALLCITY 105139	All City Management Services, Inc. School Crossing Guard Svcs: 2025.11.16-11.29	12/11/2025	1,227.15
Total for Check Number 65826:				1,227.15
65827	ALPHAGR 79904	Enradiance Business Solutions LLC Printing Svcs: Laminated Color FY26 & FY27 E	12/11/2025	2,842.12
Total for Check Number 65827:				2,842.12
65828	ARCO 11232025 11232025 11232025 12022025 12022025 12022025 12022025	G&K Petroleum, Inc. Streets Gas: 2025.11.14-11.23 Parks Gas: 2025.11.14-11.23 PD Gas: 2025.11.14-11.23 Parks Gas: 2025.11.23-12.02 Streets Gas: 2025.11.23-12.02 PD Carwash: 2025.11.23-12.02 PD Gas: 2025.11.23-12.02	12/11/2025	230.64 107.09 1,219.61 115.99 139.40 48.00 1,049.43
Total for Check Number 65828:				2,910.16
65829	AT&T 9391020642	AT&T Sprinkler Alarm: Town Hall 329 Rheem	12/11/2025	32.65
Total for Check Number 65829:				32.65
65830	AUTOHMOI 22853	Autohaus Moraga Veh. Maint Battery Svc	12/11/2025	771.07
Total for Check Number 65830:				771.07
65831	BLAISDEL 2001571-0	BLAISDELL & SOGNEY, INC. Office supplies	12/11/2025	109.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2002144-0	Office Supplies		134.74
	2002144-0	Office Supplies		146.94
	2002144-0	Office Supplies		134.74
	2002144-1	Office Supplies		10.33
Total for Check Number 65831:				536.73
65832	BWS 354914	Burke, Williams & Sorensen Legal Fees: Gen 05655-0136 2025.10	12/11/2025	1,419.60
Total for Check Number 65832:				1,419.60
65833	CCCFSC MOPD-2510	Fiscal Unit Forensic Services: 2025.10	12/11/2025	1,375.00
Total for Check Number 65833:				1,375.00
65834	CCCPCA 5021	CCC Police Chiefs' Association 2026 Police Chief's Association Workshop - King	12/11/2025	1,425.00
Total for Check Number 65834:				1,425.00
65835	CIVIC+ 352516	CivicPlus, LLC Town Website Annual Fee: 2025.12-2026.12	12/11/2025	5,689.80
Total for Check Number 65835:				5,689.80
65836	CME 264540	CME Lighting Supply, Inc Lighting Svc	12/11/2025	870.87
Total for Check Number 65836:				870.87
65837	COLESUP 284688	Cole Supply Company, LLC Janitorial Supplies: Parks	12/11/2025	995.08
Total for Check Number 65837:				995.08
65838	CREATSUP 28245	CSI Ergonomic Furniture, Inc Ergonomic Office Chair	12/11/2025	729.79
Total for Check Number 65838:				729.79
65839	CWC 2025-2026	City of Walnut Creek Contra Costa Local Gov't Leadership Academy -	12/11/2025	1,966.00
Total for Check Number 65839:				1,966.00
65840	DELTADEN 373939 373939	Health Care Dental Trust Dental Insurance: COBRA 2026.01 Dental Insurance: ER 2026.01	12/11/2025	85.90 3,758.82
Total for Check Number 65840:				3,844.72
65841	EBMUD 17421953287	East Bay Muni. Utility Dist. Water Svcs: 800 Canyon Rd	12/11/2025	152.28
Total for Check Number 65841:				152.28
65842	EBMUD 28260400001	East Bay Muni. Utility Dist. Water Svcs: 1401 St Marys Rd	12/11/2025	3,064.02
Total for Check Number 65842:				3,064.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
65843	EBMUD 28241200001	East Bay Muni. Utility Dist. Water Svcs: Library 1500 St. Marys Rd	12/11/2025	455.15
Total for Check Number 65843:				455.15
65844	EBMUD 31830300001	East Bay Muni. Utility Dist. Water Svcs: 1391 Moraga Rd	12/11/2025	181.59
Total for Check Number 65844:				181.59
65845	FOLGERGR 145788	FolgerGraphics, Inc. 2026 Winter Spring Activity Guide	12/11/2025	4,719.95
Total for Check Number 65845:				4,719.95
65846	GARDENIN 12012025 12012025	Yaron Shoshan Landscape Maint: Library Landscape Maint: 329 Rheem	12/11/2025	600.00 400.00
Total for Check Number 65846:				1,000.00
65847	IMPEC 2511133 2511133 2511133 2511133	Impec Group Inc. Janitorial Services - 329 Rheem Town Offices Janitorial Services - 1500 St Marys Library Janitorial Services - 2100 Donald Hacienda Janitorial Services - 335 Rheem Council Chamb	12/11/2025	1,271.71 1,271.71 1,271.71 423.91
Total for Check Number 65847:				4,239.04
65848	JNSPOWER INV-00646 INV-00647 INV-00648	JNS Power Washing Gutter Cleaning Gutter Cleaning Gutter Cleaning	12/11/2025	1,700.00 1,100.00 750.00
Total for Check Number 65848:				3,550.00
65849	LANDOINT 11172025	Lando Interactive, Inc Fall ASEP Session #1	12/11/2025	1,843.20
Total for Check Number 65849:				1,843.20
65850	MAZE 54509	Maze & Associates Prof Svcs: FY 2025 Audit incl ACFR and Mgmt	12/11/2025	2,837.00
Total for Check Number 65850:				2,837.00
65851	MILLERBA 2025-31 #26	Barry Miller 20-501 Prof Svcs: 2025.11	12/11/2025	2,175.00
Total for Check Number 65851:				2,175.00
65852	MORAH 39956	Benali Inc. Maint Supplies	12/11/2025	9.28
Total for Check Number 65852:				9.28
65853	MPA INV004799	Municipal Pooling Authority Unmet Liability Deductible: 2025.11	12/11/2025	1,487.71
Total for Check Number 65853:				1,487.71
65854	NATTRENC 1186771	National Trench Safety, Inc Trench Plate Rental	12/11/2025	517.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65854:	517.34
65855	PORACL 872457	Legal Defense Fund of the PORAC Legal Defense Fund: 2026.01	12/11/2025	24.00
			Total for Check Number 65855:	24.00
65856	PORACR 507161	Peace Officers Research Association of CA Membership Dues: 2026.01	12/11/2025	12.00
			Total for Check Number 65856:	12.00
65857	PTS 9259130665	PTS Communications Inc. Pay Phone Chrg: Rancho Laguna	12/11/2025	75.00
			Total for Check Number 65857:	75.00
65858	REVELENV 68793	Revel Environmental Manufacturing, Inc. Filter Maint	12/11/2025	2,979.90
			Total for Check Number 65858:	2,979.90
65859	ROADSAFE CA15827	RoadSafe Traffic Systems, Inc. 25-401 Augusta Pipe Repair Traffic Control	12/11/2025	924.04
			Total for Check Number 65859:	924.04
65860	ROTOR 510-27271373	Roto Rooter Services Company Plumbing Svc	12/11/2025	608.00
			Total for Check Number 65860:	608.00
65861	SANDIS 2504019 2509295 2509295 2510066 2510398	SANDIS Civil Engineers Surveyors Planne 21-207 Prof Svcs: through 2025.04 25-202 Prof Svcs through: 2025.09 correction 25-202 Prof Svcs: through 2025.09 correction 21-205 Prof Svcs: through 2025.10 25-202 Prof Svcs: through 2025.10	12/11/2025	462.00 -24,092.75 24,092.75 4,548.50 7,312.75
			Total for Check Number 65861:	12,323.25
65862	SHREDCIT 1218120225 1218120225 1218120225 1218120225	Shred City Document Destruction Document Destruction Document Destruction Document Destruction	12/11/2025	16.20 32.40 97.20 16.20
			Total for Check Number 65862:	162.00
65863	SWRCB WD-0302656 WD-0303013	State Water Resources Control Board Fac. ID: 2 CW408497 Index No: 684127 Annual 22-402 Fac. ID: 2 CW416756 Index No: 684484	12/11/2025	563.00 563.00
			Total for Check Number 65863:	1,126.00
65864	TMOBILE 201625790 201625790 201625790 201625790 201625790	T-Mobile Streets Cell Phones Storm Cell Phones PW Cell Phones Parks Cell Phones 329 Rheem Cell Phones	12/11/2025	134.66 101.55 183.22 132.44 22.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	201625790	P&R Phones and Internet		119.30
			Total for Check Number 65864:	693.25
65865	TMOBILE 973577418	T-Mobile Cell Phones: PD	12/11/2025	40.90
			Total for Check Number 65865:	40.90
65866	TPA 24447	Townsend Public Affairs, Inc Lamorinda Legislative Coalition Consulting Svc	12/11/2025	1,500.00
			Total for Check Number 65866:	1,500.00
65867	TRANSUNI 811153	TransUnion Risk & Alternative Data Soluti Police Search Engine	12/11/2025	100.00
			Total for Check Number 65867:	100.00
65868	TYLERTEC 025-536759	Tyler Technologies, Inc Tyler ERP Pro Cloud Impl Prof Svcs: 2025.11.2c	12/11/2025	906.25
			Total for Check Number 65868:	906.25
65869	UBS 22100 22100 22100 22100	Universal Building Services Janitorial Supplies: Council Chamber 335 Rheem Janitorial Supplies: Library 1500 St Marys Janitorial Supplies: Hacienda 2100 Donald Janitorial Supplies: Town Hall 329 Rheem	12/11/2025	43.07 129.25 129.25 129.25
			Total for Check Number 65869:	430.82
65870	VALKNIGH 4834	Valerie Knight 2026 Winter Spring Activity Guide Design	12/11/2025	3,000.00
			Total for Check Number 65870:	3,000.00
65871	VERIZON 471243537-2 471243537-2	Verizon Wireless Code Enforcement Cell Phones PD Cell Phones	12/11/2025	39.36 75.39
			Total for Check Number 65871:	114.75
65872	VERIZON 471243537-5	Verizon Wireless PD Data Cards	12/11/2025	240.06
			Total for Check Number 65872:	240.06
65873	WALLACER 4	Wallace Roberts & Todd INC Parks, Rec, Open Space Master Plan Prof Svcs: t	12/11/2025	26,423.48
			Total for Check Number 65873:	26,423.48
65874	ZINFRASE 03202025	InfraServices Group Wireless LLC D19-004 Deposit Refund Reissue	12/11/2025	2,681.50
			Total for Check Number 65874:	2,681.50
			Total for 12/11/2025:	110,663.57
6094	BAYAL	Balco Holdings, Inc.	12/15/2025	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	22629504	Monitoring Fee: Fire Council Chambers 335 Rhe		289.48
	22661317	Sec. Alm Monit. Svcs: Council Chambers 335 R		105.50
	22661526	Sec. Alm Mon. Svcs: Town Hall 329 Rheem		180.81
	22667468	Monitoring Fee: Fire Hacienda 2100 Donald		114.00
	22669287	Monitoring Fee Fire: Library 1500 St Marys		385.55
			Total for Check Number 6094:	1,075.34
6095	CALCHOIC	California Choice Benefit Administrators	12/15/2025	
	4943830	Medical Insurance: ER 2026.01		50,937.03
	4943830	Medical Insurance: EE 2026.01		5,868.95
	4943830	Medical Insurance: Admin Fee 2026.01		40.00
			Total for Check Number 6095:	56,845.98
6096	DELAGELA	De Lage Landen Financial Services, Inc.	12/15/2025	
	50407071	Copier Lease: PL		371.80
	50470361	Copier Lease: PW		137.01
			Total for Check Number 6096:	508.81
6097	OFF	Office Depot	12/15/2025	
	442361253001	Office Supplies Return		-264.90
	447232092001	Office Supplies		152.32
	449644144001	Office Supplies		66.53
	449644144001	Office Supplies		71.82
			Total for Check Number 6097:	25.77
6098	REPUBLIC	Republic Services, Inc.	12/15/2025	
	0210-014278795	Recycling Overage		66.90
			Total for Check Number 6098:	66.90
6099	UNUM	Unum Life Insurance Co.	12/15/2025	
	2026-01	AD&D Insurance: 2026.01		234.00
	2026-01	STD Insurance: 2026.01		569.42
	2026-01	Life Insurance: 2026.01		1,417.00
	2026-01	LTD Insurance: 2026.01		2,061.09
			Total for Check Number 6099:	4,281.51
6100	USBANK	U.S. Bank Equipment Finance	12/15/2025	
	500-0670316	Copier Lease: PD		244.54
			Total for Check Number 6100:	244.54
			Total for 12/15/2025:	63,048.85
6103	DELAGELA	De Lage Landen Financial Services, Inc.	12/18/2025	
	50407083	Copier Lease: PR		234.41
	50407087	Copier Lease: ASD Town Hall 329 Rheem		136.63
	50407087	Copier Lease: CL Town Hall 329 Rheem		136.63
	50407087	Copier Lease: PW Town Hall 329 Rheem		136.64
	50421959	Plotter Lease: PW		157.98
	50421959	Plotter Lease: PL		157.97
			Total for Check Number 6103:	960.26
6104	MYEVE	Myeve Capozzi	12/18/2025	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10	LP ASEP Session #2 Glee Club		2,205.00
			Total for Check Number 6104:	2,205.00
6105	VISION 2026-01 2026-01	Small Business Benefit Plan Trust Vision Insurance: ER 2026.01 Vision Insurance: ER COBRA 2026.01	12/18/2025	734.10 16.90
			Total for Check Number 6105:	751.00
6106	PERS-SUR 100000018137510 100000018137539	CalPERS Arrears-Employer Paid Admin Fee Arrears Contributions - Thomason	12/18/2025	500.00 5,681.13
			Total for Check Number 6106:	6,181.13
65876	ABCONSTR 106780146	AB Construction, Inc. Bench Replacement	12/18/2025	3,895.65
			Total for Check Number 65876:	3,895.65
65877	ADART 58507	Ad Art, Inc. CMS Annual Subscr for ECIS	12/18/2025	216.00
			Total for Check Number 65877:	216.00
65878	ARCO 12112025 12112025 12112025 12112025	G&K Petroleum, Inc. PD Carwash: 2025.12.03-12.11 Parks Gas: 2025.12.03-12.11 PD Gas: 2025.12.03-12.11 Streets Gas: 2025.12.03-12.11	12/18/2025	44.00 115.79 1,181.74 253.87
			Total for Check Number 65878:	1,595.40
65879	AUTOHMOI 22899 22900	Autohaus Moraga Veh. Maint Oil Svc Veh. Maint Oil Svc	12/18/2025	166.34 238.37
			Total for Check Number 65879:	404.71
65880	BWS 354913 354915 354916 354918 354923	Burke, Williams & Sorensen Legal Fees: Gen 05655-0010 2025.10 Legal Fees: Lit 05655-0165 2025.10 Legal Fees: Gen 05655-0168 2025.10 Legal Fees: Gen 05655-0186 2025.10 Legal Fees: Gen 05655-0211 2025.10	12/18/2025	2,594.28 1,264.64 1,310.40 756.60 40.56
			Total for Check Number 65880:	5,966.48
65881	CCCSD 915049 915049 915049 915049	Central CC Sanitary District Annual Sewer Svc - Library Annual Sewer Svc - Library Community Room Annual Sewer Svc - Commons Park Annual Sewer Svc - 2100 Donald Dr	12/18/2025	1,672.72 625.00 625.00 3,199.28
			Total for Check Number 65881:	6,122.00
65882	CHOUPANG 12122025	Pang Yen Chou LP ASEP Session #1 & 2	12/18/2025	2,592.60
			Total for Check Number 65882:	2,592.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
65883	COMCAST 0199957	Comcast Cable Communications, LLC Internet Svcs: Town Hall 329 Rheem	12/18/2025	635.81
Total for Check Number 65883:				635.81
65884	DOCUSIGN 111100596815 111100596815 111100596815 111100596815 111100596815	DocuSign, Inc. eSignature Bus Pro and Premier Support Annual eSignature Bus Pro and Premier Support Annual eSignature Bus Pro and Premier Support Annual eSignature Bus Pro and Premier Support Annual eSignature Bus Pro and Premier Support Annual	12/18/2025	667.00 667.00 667.00 667.00 667.00
Total for Check Number 65884:				3,335.00
65885	DOJ2 10151	Department of Justice LiveScan: 2025.11	12/18/2025	215.00
Total for Check Number 65885:				215.00
65886	EVERBRID M91353	Everbridge, Inc Nixle Engage	12/18/2025	4,774.05
Total for Check Number 65886:				4,774.05
65887	GOPHERTE 861795 862669 862764	Gopher Team Pest Control - Rancho Laguna Park Pest Control - Commons Park Pest Control - Rancho Laguna Park	12/18/2025	320.00 599.00 320.00
Total for Check Number 65887:				1,239.00
65888	GRADETEC 2303-04r1	Gradetech, Inc. 19-302 Commons Park Picnic Area Reno Final F	12/18/2025	7,934.30
Total for Check Number 65888:				7,934.30
65889	JCBC 1914	JC BC Enterprises LP ASEP Session #2 Bricks for Kidz	12/18/2025	1,940.40
Total for Check Number 65889:				1,940.40
65890	MATHNAS 12122025	IITMATH LLC LP ASEP Session #2 Mathnasium	12/18/2025	2,317.70
Total for Check Number 65890:				2,317.70
65891	RUNCKEL 12152025	Jennifer Runckel Fall Session #2 Yoga	12/18/2025	1,305.00
Total for Check Number 65891:				1,305.00
65892	SCHOOLBU 15	Lamorinda School Bus Program Rheem ASEP 25/26 Bus Rides Session #1 & 2	12/18/2025	4,408.00
Total for Check Number 65892:				4,408.00
65893	SIERRA 1040977	Sierra Pacific Turf Supply, Inc. Turf Fertilization	12/18/2025	3,701.17
Total for Check Number 65893:				3,701.17
65894	STRUM 12152025	Megan Dey-Toth Rheem ASEP Session #2	12/18/2025	1,096.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 65894:	1,096.20
65895	TACKITTR INV-2025	Robert L. Tackitt Santa Appearance Fee	12/18/2025	525.00
			Total for Check Number 65895:	525.00
65896	THEBERKE 6466 6468	The Berkeley Chess School LP ASEP Session #2 Rheem ASEP Session #2	12/18/2025	2,380.00 1,444.80
			Total for Check Number 65896:	3,824.80
65897	URZUASO 12152025	Sonia Urzua Travel for LCC Conf	12/18/2025	29.56
			Total for Check Number 65897:	29.56
			Total for 12/18/2025:	68,171.22
65875	CASDU	California State Disbursement Unit PR Batch 40019.12.2025 Child Support	12/19/2025 PR Batch 40019.12.2025 Chil	410.76
			Total for Check Number 65875:	410.76
			Total for 12/19/2025:	410.76
65898	ELKGRAUT 4548A	Knights Sacramento CD Inc Patrol Dodge Durango Purchase	12/22/2025	52,919.23
			Total for Check Number 65898:	52,919.23
			Total for 12/22/2025:	52,919.23
65901	MIAOYAO 12292025	Yao Miao Education Reimburse: Fall 2025	12/31/2025	1,560.00
			Total for Check Number 65901:	1,560.00
			Total for 12/31/2025:	1,560.00
			Report Total (88 checks):	297,184.39



**TOWN OF MORAGA  
REGULAR MEETING  
TOWN COUNCIL**

**WEDNESDAY, DECEMBER 10, 2025  
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, Steve Woehleke.

**ROLL CALL**

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

Councilmembers Absent: None

**2. PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS**

**A. Commendation in Honor of the Retirement of Shawn Knapp**

Town Manager, Scott Mitnick introduced the Commendation honoring Shawn Knapp in his retirement.

Council gave their comments pertaining to Shawn Knapp's retirement.

Council read the commendation aloud and presented it to retiring Public Works Director, Shawn Knapp.

Former Mayor Teresa Onoda, Cherise Khaund of Assemblymember Rebecca Bauer Kahan's office, and Supervisor Candace Andersen provided public comment.

Public Works Director, Shawn Knapp provided comment.

**4. PUBLIC COMMUNICATION**

Karl Davis, Kathy Brown & Jackie Cabasso

Town Manager, Mitnick provided a follow up comment.

## 5. ADOPTION OF MEETING AGENDA

### **ACTION:**

Motion: **Hillis** / Second: **Maglio**

Adoption of the meeting agenda as presented.

**Vote: (5-0)**

There were no public comments.

## 6. CONSENT CALENDAR

### **ACTION:**

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

Approve Consent as presented by a roll call vote.

**Vote: (5-0)**

There were no public comments.

**6.1** - Receive Accounts Payable Claims for: October 31, 2025 – November 25, 2025 (\$604,176.30).

**6.2** - Approval of Minutes for the October 15, 2025 Regular and Special meetings and the November 12, 2025 Regular meeting of the Moraga Town Council.

**6.3** - Approval of a Proclamation in Honor of the 2025 Don Jenkins Service Award Recipient, Barbara Papini.

**6.4** - Waive the second reading and adopt an Ordinance amending Title 8 of the Moraga Municipal Code to implement Program 32 of the 2023-2031 Moraga Housing Element and Action CD-C1 of the Moraga General Plan Community Design Element Regarding Scenic Corridors.

**6.5** – Adopt a Resolution:

1. Authorizing the Town Manger to execute a Consultant Services Contract to NCE for preliminary engineering design and environmental services for the Canyon Road Sinkhole Repair and Culvert Replacement Project (CIP 23-201 and ER-15J9) in the amount not to exceed \$384,198, subject to approval as to form by the Town Attorney;
2. Authorizing a twenty percent (20%) contingency for preliminary engineering in the amount of \$76,840, for a total not-to-exceed contract amount of \$461,038, and authorized the Town Engineer to execute change orders within this contingency as necessary;
3. Appropriating \$17,000 of Gas Tax (Fund 205) funds and \$408,000 of FHWA funds in CIP 23-201 for a total project budget of \$1,286,000; and

4. Finding that the recommended design and study work is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section §15306.

**6.6** - Adopt a Resolution to accept and file the Development Impact Fee Annual Report for the fiscal year ended June 30, 2025, in conformance with Government Code Sections 66000-66008 and make findings regarding funds collected but not expended.

**6.7** - Review and accept the Annual Comprehensive Financial Report, Memorandum on Internal Control, Required Communications, and Annual Gann Act Budget Appropriations Limit Calculation reports for the year ending June 30, 2025.

**6.8** - Adopt a Resolution approving the Employee Salary Schedule dated and effective January 1, 2026.

## **7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES**

Vice Mayor, Hillis apologized for missing the previous meeting. Vice Mayor Hillis invited the public to the Menorah Lighting at Commons Park on December 15, 2025. He attended the Cal Cities Conference in September as well as the Town of Moraga Holiday Tree Lighting. Vice Mayor Hillis is now on the Operating and Scheduling Committee for County Connections.

Councilmember Thiel had no reports.

Councilmember Maglio attended the Moraga Chamber meeting and thanked the Moraga chamber for the fun TurkeyTrot event.

Councilmember Dolan attended the Town of Moraga Holiday Tree Lighting and filled in for the Vice Mayor on some of the regional transportation group meetings.

Mayor Woehleke participated in various holiday events and reminded residents to clear their V-ditches before any heavy rains arrive.

Town Manager Mitnick deferred comments.

## **8. PUBLIC HEARING**

None.

## **9. DEPARTMENT REPORTS**

- A. State of the Town by Mayor Steve Woehleke

Mayor Woehleke presented the item.

Fire Chief, Jeff Isaacs, Supervisor Candace Anderson, Cherise Khaund of Assemblymember Rebecca Bauer Kahan's office, Kaylee DeLand of Congressman DeSaulnier's office and Kayce Rane provided public comment.

Councilmembers presented the outgoing Mayor with individual gifts and comments.

Town Manager, Mitnick provided comments on behalf of the Executive Team.

Mayor Woehleke remarked on the Councilmember gifts and comments.

Town Manager, Mitnick presented Mayor Woehleke’s wife, Peggy with a Christmas Cactus.

- B. Reorganize the Town Council and elect a Mayor and Vice Mayor for the ensuing twelve (12) month period.

Mayor Woehleke nominated Vice Mayor Hillis as the next Mayor of the Town of Moraga. There were no other nominations, the nomination period was closed.

Walnut Creek Mayor, Kevin Wilk and Arianna Hillis provided public comment.

**ACTION:**

Motion: **Woehleke**

**Council unanimously elected Kerry Hillis to Mayor.**

**ACTION:**

Motion: **Hillis**

Nominated Lisa Maglio for Vice Mayor.

**Lisa Maglio declined the nomination.**

**ACTION:**

Motion: **Maglio**

Nominated Brian Dolan for Vice Mayor.

**Council unanimously elected Brian Dolan to Vice Mayor.**

There were no public comments.

Mayor Hillis called for a five minute recess.

Mayor Hillis called the meeting back to order at 7:00pm.

Mayor Hillis made remarks pertaining to his election as Mayor.

Vice Mayor Dolan made remarks pertaining to his election as Vice Mayor.

**10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

None.

**11. INFORMATIONAL ITEMS**

None.

**12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS**

Town Manager Mitnick announced items planned for the next meeting. Gave comments pertaining to Mayor Hillis' election as Mayor.

**13. ADJOURNMENT**

Mayor Hillis adjourned the Town Council Regular meeting to closed session at **7:10 PM**.

Respectfully submitted by:

\_\_\_\_\_  
Amy Heavener, CMC  
Town Clerk

Approved by the Town Council:

\_\_\_\_\_  
Steve Woehleke, Mayor

DRAFT



Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**  
**From: Mackenzie Brady, Parks and Recreation Director**  
**Subject: Purchase of a Ventrac 4520-P Mower and Tough Cut Attachment**

**RECOMMENDATION**

Adopt a Resolution authorizing the purchase of a Ventrac 4520-P all-terrain mower and HQ-682 Tough Cut brush/vegetation attachment in the amount of \$39,808 from Belkorp Ag, LLC, Stockton; and find the purchase categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 (Existing Facilities).

**BACKGROUND**

The Town of Moraga maintains extensive parkland, athletic fields, trails, and open space areas that require regular mowing, vegetation management, and seasonal weed abatement. Parks and Recreation staff rely on specialized equipment to safely and efficiently maintain these areas.

The Town's rough mower, now more than 20 years old, is in need of replacement. A rough mower is a heavy-duty piece of equipment used to cut tall, dense, and uneven vegetation in natural areas, hillsides, and perimeter zones where traditional turf mowers cannot safely or effectively operate. It is relied upon for seasonal weed abatement, vegetation control, and wildfire fuel reduction.

**DISCUSSION**

The Town has always been responsible for the seasonal weed abatement, vegetation management and wildfire fuel reduction in Town parks and open spaces. Continued vegetation management is necessary to prevent regrowth, protect prior investment in fuel reduction work, and reduce future wildfire risk. This requires reliable, specialized equipment capable of safely operating on steep slopes, uneven terrain, and dense vegetation.

Currently, seasonal weed abatement requires up to three staff members working four to six

weeks to complete. This significantly impacts staffing resources and delays other essential maintenance responsibilities. At times, the Town has relied on contractors to complete portions of the work, resulting in ongoing recurring costs.

Staff proposes replacing the existing rough mower with a Ventrac 4520-P mower with HQ-682 Tough Cut attachment, which will allow one staff member to complete most seasonal weed abatement, substantially improving efficiency and responsiveness. The mower is designed for steep terrain, thick vegetation, and uneven ground, making it particularly effective for the Town's hillside and open space locations.

### *Cooperative Purchasing*

Ventrac equipment is available through Sourcewell, a nationally recognized government purchasing cooperative that has completed a formal competitive solicitation and contract award process. Utilizing Sourcewell allows the Town to benefit from competitively bid pricing while complying with the intent of the Town's purchasing requirements. This is consistent with the Town's purchasing policy.

### **FISCAL IMPACT**

The total purchase price, including equipment, accessories, setup, freight, and tax is \$39,808. The purchase price includes the Ventra 4520-P unit, the "Tough Cut" brush attachment, a Dual wheel kit, and freight and set up.

Funding for this purchase was included in the adopted FY 2025-26 Asset Replacement Fund Budget.

### **CEQA COMPLIANCE**

The purchase of this equipment is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15301 (Existing Facilities) as the purchase of this equipment is for the operation and maintenance of existing public facilities and equipment and will involve negligible or no expansion of use.

### **ALTERNATIVES**

1. Do not approve the purchase and direct staff to continue using aging equipment; or
2. Direct staff to solicit alternate quotes and return at a later date.

### **NEXT STEPS**

Upon Council approval, staff will finalize purchase arrangements with Belkorp Ag, LLC. Once delivered, the mower will be placed immediately into service to support parks maintenance and wildfire vegetation management responsibilities.

### **ATTACHMENTS**

[Attachment A - Draft Resolution](#)

[Attachment B - Quote](#)

BEFORE THE TOWN COUNCIL OF THE TOWN OF MORAGA  
**Resolution No. \_\_ - 2026**

AUTHORIZING THE PURCHASE OF A VENTRAC 4520-P MOWER AND TOUGH  
CUT ATTACHMENT FOR \$39,808 FROM BELKORP AG, LLC THROUGH  
SOURCEWELL COOPERATIVE PURCHASING

**WHEREAS**, the Parks and Recreation Department maintains parklands, open space, hillside areas, and trail corridors throughout the Town that require regular mowing, vegetation management, and seasonal weed abatement; and

**WHEREAS**, specialized equipment is necessary to safely and effectively perform this work, particularly in steep, uneven, and heavily vegetated locations; and

**WHEREAS**, Parks and Recreation currently relies on an aging rough mower that has required increasing maintenance and downtime, resulting in operational delays and reduced efficiency in completing seasonal weed abatement; and

**WHEREAS**, the Ventrac 4520-P mower with Tough Cut HQ-682 attachment meets the Town's operational and safety needs by allowing staff to efficiently manage vegetation in parks, open space, hillside slopes, and along trail corridors; and

**WHEREAS**, Ventrac equipment is available through Sourcewell, a nationally recognized cooperative purchasing organization that has completed a formal competitive solicitation and contract award process consistent with Moraga Municipal Code Chapter 3.04; and

**WHEREAS**, Belkorp Ag, LLC is an authorized vendor under the Sourcewell contract and has provided a purchase quote in the amount of \$39,808 including equipment, accessories, delivery, setup, and tax; and

**WHEREAS**, there is funding available in the 2023/2024 budget for the replacement of one of the PW/P&R vehicles; and

**WHEREAS**, staff originally obtained this quote in spring 2025 to support FY 2025/26 budget development and the vendor has confirmed that the pricing remains valid and will be honored; and

**WHEREAS**, sufficient funding for this purchase was included and approved in the adopted FY 2025/26 Budget.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Moraga hereby authorizes the purchase of a Ventrac 4520-P mower and Tough Cut HQ-682 attachment from Belkorp Ag, LLC in the amount of \$39,808 utilizing Sourcewell cooperative purchasing.

**PASSED AND ADOPTED** by the Town Council of the Town of Moraga at a Regular Meeting held on \_\_\_\_\_, 2026, by the following vote:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

Mayor:

\_\_\_\_\_  
Kerry Hillis

Attest:

\_\_\_\_\_  
Amy Heavener, CMC  
Town Clerk

Quote Id: 32687642

Attachment B

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Prepared For:  
**City Of Moraga**

Prepared By: **Ryan O'connor**

Belkorp Ag, LLC  
1120 W Charter Way  
Stockton, CA 95206

Tel: 209-944-5714  
Fax: 209-942-4346  
Email: [roconnor@belkorpag.com](mailto:roconnor@belkorpag.com)

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Date: 20 April 2025

Offer Expires: 27 April 2025

### Quote Summary

**Prepared For**  
 City Of Moraga  
 CA

**Prepared By**  
 Ryan O'connor  
 Belkorp Ag, LLC  
 1120 W Charter Way  
 Stockton, CA 95206  
 Phone: 209-944-5714  
 roconnor@belkorpag.com

**Quote Id:** 32687642  
**Created On:** 20 April 2025  
**Last Modified On:** 09 July 2025  
**Expiration Date:** 27 April 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
VENTRAC 4520-P	\$ 33,330.00	\$ 30,266.47	X 1 =	\$ 30,266.47
VENTRAC HQ-682	\$ 6,325.00	\$ 5,998.17	X 1 =	\$ 5,998.17
<b>Equipment Total</b>				<b>\$ 36,264.64</b>
<b>Trade In Total</b>				<b>\$ 0.00</b>

**Quote Summary**

Equipment Total	\$ 36,264.64
Trade In	
CA Tire Fee	\$ 7.00
Convenience CC Fee two and half percent	\$ 0.00
SubTotal	\$ 36,271.64
Sales Tax - (9.75%)	\$ 3,535.80
Est. Service Agreement Tax	\$ 0.00
<b>Total</b>	<b>\$ 39,807.44</b>
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 39,807.44</b>

# Selling Equipment

Quote Id:

<b>VENTRAC 4520-P</b>				
				<b>Suggested List</b>
				\$ 33,330.00
				<b>Selling Price</b>
				\$ 30,266.47
<b>Hours:</b>	0			
<b>Stock Number:</b>				
Code	Description	Qty	Unit	Extended
4520P	4520-P	1	\$ 30,620.00	\$ 30,620.00
Standard Options - Per Unit				
70.4067	Dual Wheel Kit	1	\$ 1,610.00	\$ 1,610.00
<b>Standard Options Total</b>				<b>\$ 1,610.00</b>
Other Charges				
	Freight	1	\$ 500.00	\$ 500.00
	Setup	1	\$ 600.00	\$ 600.00
<b>Other Charges Total</b>				<b>\$ 1,100.00</b>
<b>Suggested Price</b>				<b>\$ 33,330.00</b>
Customer Discounts				
<b>Customer Discounts Total</b>			<b>\$ -3,063.53</b>	<b>\$ -3,063.53</b>
<b>Total Selling Price</b>				<b>\$ 30,266.47</b>

<b>VENTRAC HQ-682</b>				
				<b>Suggested List</b>
				\$ 6,325.00
				<b>Selling Price</b>
				\$ 5,998.17
<b>Hours:</b>	0			
<b>Stock Number:</b>				
Code	Description	Qty	Unit	Extended
HQ682	Tough Cut HQ682	1	\$ 5,075.00	\$ 5,075.00
Standard Options - Per Unit				
70.8226	Flip Up Kit	1	\$ 550.00	\$ 550.00
<b>Standard Options Total</b>				<b>\$ 550.00</b>
Other Charges				

# Selling Equipment

Quote Id:

Freight	1	\$ 300.00	\$ 300.00
Setup	1	\$ 400.00	\$ 400.00
<b>Other Charges Total</b>			<b>\$ 700.00</b>
<b>Suggested Price</b>			
			<b>\$ 6,325.00</b>
<b>Customer Discounts</b>			
<b>Customer Discounts Total</b>		<b>\$ -326.83</b>	<b>\$ -326.83</b>
<b>Total Selling Price</b>			<b>\$ 5,998.17</b>



Meeting Date: January 14, 2026

**TOWN OF MORAGA**

**STAFF REPORT**

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**To: Honorable Mayor and Councilmembers**

**From: Mackenzie Brady, Parks and Recreation Director**

**Subject: Public Art Donations for Two Cement Lion Sculptures at the Moraga Library and “Mirror Ball” by Artist Doug Heine Along the Lafayette-Moraga Regional Trail**

**RECOMMENDATION**

Adopt a Resolution:

1. Accepting the donation of two cement lion sculptures from the Lum family for installation at the Moraga Library entrance;
2. Accepting the donation of “Mirror Ball,” a sculpture created by artist Doug Heine, for placement along the Lafayette-Moraga Regional Trail; and
3. Authorizing the Town Manager to execute applicable Public Artwork Donation Agreements in a form approved by the Town Attorney

**BACKGROUND**

In 2015, the Town Council established the Art in Public Spaces Committee (APSC), along with the Art in Public Spaces Policy and Art in Public Spaces Fund, to encourage public art throughout Moraga.

The Town currently has twelve (12) sculptures on loan from five artists, eleven (11) sculptures that are part of the Town’s permanent public art collection, one utility box wrap, and one mural, for a total of twenty-five (25) pieces of art located throughout the community. The APSC continues to work toward expanding and enhancing public art opportunities in Moraga.

The Town’s Art in Public Spaces Policy allows the Town to accept donations of artwork valued under \$50,000.

## **DISCUSSION**

### *Lion Sculptures*

In April 2025, the Town received a Public Art Application from the Lum family proposing donation of two cement lion sculptures (Attachment C). In October 2025, the Art in Public Spaces Committee approved this application and recommended placement on either side of the entry way stairs at the Moraga Library.

The sculptures are proposed to be placed symmetrically on either side of the Library's main entry stairway. Each sculpture is approximately 28 inches long by 11 inches tall, and weigh about 200 pounds. Town engineering staff have evaluated structural feasibility for placement of these sculptures at the recommended location. These sculptures are valued at \$2000.00 and would be a part of the Town's permanent collection.

### *"Mirror Ball"*

In November 2025, the Town received a Public Art Application from artist Doug Heine proposing donation of a large- scale steel sculpture (Attachment D). The Art in Public Spaces Committee approved this application and recommended placement along the Lafayette-Moraga Regional Trail. The Heine proposal was presented to the Parks and Recreation Commission in December 2025, and the Commission unanimously approved accepting the donation and recommending its placement.

"Mirror Ball" is a red painted steel sculpture consisting of curved structural arc elements with circular forms; approximately 9 feet tall, 5 feet wide; and approximately 400 pounds. The sculpture is proposed to be mounted to a concrete pad and installed as part of the Town's permanent collection. The "Mirror Ball" sculpture is valued at \$14,000.00.

Attachment E shows the approximate installation location for each sculpture.

Both submittals were evaluated by the Art in Public Spaces Committee for artistic merit, community benefit, placement suitability, safety, installation feasibility, and maintenance requirements. If approved by the Town Council, the Town will enter into Public Artwork Donation Agreements with the donors. A copy of the Agreement form is included in this report (Attachment B).

## **FISCAL IMPACT**

Staff estimates installation costs of approximately \$500 per installation, plus staff labor. Funding is available Parks and Recreation annual operating budget. Annual maintenance needs are expected to be minimal.

## **CEQA COMPLIANCE**

Placing these two sculptures is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000, et seq. and the CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et. seq.), including without limitation, Public Resources Code section 21065 and California Code of Regulations 15378 as this is not a

“project” that may cause a direct, or reasonably foreseeable indirect, physical change in the environment.

### **ALTERNATIVES**

1. Do not approve one or both sculpture installations; and
2. Request additional information or provide alternate direction to staff.

### **NEXT STEPS**

Upon Council approval, staff will execute the donation agreements and coordinate the installation schedule.

### **ATTACHMENTS**

[Attachment A - Draft Resolution](#)

[Attachment B - Public Artwork Agreement](#)

[Attachment C - Cement Lions](#)

[Attachment D - Mirror Ball](#)

[Attachment E - Project Locations](#)

**TOWN OF MORAGA  
TOWN COUNCIL**

**RESOLUTION NO. \_\_-2026**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MORAGA  
ACCEPTING THE DONATION AND INSTALLATION OF TWO CEMENT LION  
SCULPTURES AT THE MORAGA LIBRARY AND ACCEPTING THE DONATION  
AND INSTALLATION OF “MIRROR BALL,” A SCULPTURE BY ARTIST DOUG  
HEINE, ON TOWN-OWNED PROPERTY ALONG THE LAFAYETTE-MORAGA  
REGIONAL TRAIL**

**WHEREAS**, the Town Council established the Art in Public Spaces Committee (APSC) and adopted an Art in Public Spaces Policy to expand and encourage access to public art throughout the Town;

**WHEREAS**, the Town currently has twelve (12) sculptures on loan from five artists, eleven (11) sculptures in its permanent public art collection, one utility box wrap, and one mural, for a total of twenty-five (25) pieces of art throughout the community;

**WHEREAS**, in April 2025, the Town received a Public Art Application from the Lum family proposing donation of two cement lion sculptures;

**WHEREAS**, the APSC reviewed the lion sculptures at its May, October, and November 2025 meetings, with Town staff working with Town engineers to evaluate feasibility of installation along the Library stairs, and in October 2025 the APSC approved acceptance and recommended placement of the sculptures on either side of the Moraga Library entry stairs;

**WHEREAS**, in November 2025, the Town received a Public Art Application from artist Doug Heine proposing donation of his sculpture titled “Mirror Ball” for installation on Town-owned property along the Lafayette-Moraga Regional Trail;

**WHEREAS**, the APSC reviewed and approved acceptance and recommended placement of “Mirror Ball” in November 2025;

**WHEREAS**, the Parks and Recreation Commission reviewed the “Mirror Ball” proposal in December 2025 and unanimously recommended acceptance and installation along the Lafayette-Moraga Regional Trail; and

**WHEREAS**, the Town Council desires to continue supporting public art, enhancing cultural character, and providing accessible artistic experiences for residents and visitors.

**NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF  
THE TOWN OF MORAGA HEREBY:**

1. The Town Council hereby accepts the donation of two cement lion sculptures and approves their installation along either side of the stairs at the entry of the Moraga Library.
2. The Town Council hereby accepts the donation and installation of "Mirror Ball," a sculpture by artist Doug Heine, on Town-owned property along the Lafayette-Moraga Regional Trail.
3. The Town Manager is authorized to execute Public Artwork Donation Agreements in a form approved by the Town Attorney and to take all actions necessary to complete installation of the sculptures, including coordination of site preparation and installation.

**PUBLIC ARTWORK LOAN AGREEMENT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_ between the Town of Moraga (“Town”), a municipal corporation, and \_\_\_\_\_ (“Artist/Donor”).

**RECITALS**

**WHEREAS**, pursuant to Resolution 91 - 2015, the Town Council established an Art in Public Spaces Policy for the Town;

**WHEREAS**, the policy authorizes the Town to acquire artwork for public display through leases, loans, and donations of artwork;

**WHEREAS**, on November 18, 2015, the Town Council adopted Resolution No. 91 - 2015, which authorized acquisition by loan of the artwork described in this Agreement;

**NOW, THEREFORE**, Town and Artist/Donor agree as follows:

**1. Purpose of Agreement**

Artist/Donor, as the sole owner and creator of the artwork entitled “\_\_\_\_\_” (“Artwork”), hereby agrees to loan Artwork to the Town for the period of time specified in Section 2 of this Agreement. The Public Art Application prepared by Artist/Donor, which describes the Artwork and includes a photograph of the Artwork, is attached and incorporated into this Agreement as Exhibit A.

In consideration of Artist/Donor’s loan of the Artwork to Town, Town agrees to publicly display the Artwork \_\_\_\_\_ (insert area for display), to credit Artist/Donor for the loan on a sign posted with the Artwork, and to insure the Artwork against loss or damage as specified in Section 6 of this Agreement. This Agreement is intended to implement and shall be interpreted in accordance with the terms of the Town of Moraga Art in Public Spaces Policy, which is attached and incorporated into this Agreement as Exhibit B.

**2. Effective Date and Term of Agreement**

This Agreement shall be effective on the date that it has been signed and executed by both parties. It shall remain in effect until \_\_\_\_\_, with a possible one-year extension, unless it is terminated earlier pursuant to Section 9 of this Agreement. The term of this Agreement shall be extended by one year, to \_\_\_\_\_, if the Town and Artist/Donor so agree in writing prior to \_\_\_\_\_. At the end of the term, the Town shall remove the Artwork and return it to the Donor, as provided in Section 10 of this Agreement.

**3. Payments**

a. Artist/Donor shall loan the Artwork to Town for the limited term of this Agreement specified in Section 2 without the payment of compensation by the Town.

b. Artist/Donor agrees to pay any and all costs incurred by the Town in connection with the installation, maintenance, and removal of the Artwork, as provided in this Agreement.

#### **4. Artist/Donor's Representations and Warranties**

a. Artist/Donor represents and warrants that Artist/Donor is the original and only creator of the Artwork.

b. Artist/Donor represents and warrants that Artist/Donor is the sole owner of the Artwork. Artist/Donor further represents and warrants that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights, or any other rights in the Artwork or parts of the Artwork. Artist/Donor represents and warrants that Artist/Donor is the sole owner of any and all copyrights and other intellectual rights pertaining to the Artwork.

c. Artist/Donor represents and warrants that the Artwork will not pose a danger to public property, health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

d. Artist/Donor represents and warrants that foreseeable exposure to the elements and general wear and tear will cause the Artwork to experience only minor, repairable damage and will not cause the Artwork to fall below an acceptable standard of public display;

e. Artist/Donor represents and warrants that general routine maintenance and repair of this Artwork will maintain the Artwork within an acceptable standard of public display.

f. Artist/Donor represents and warrants that the installation and removal of the Artwork will not unacceptably damage or alter the Artwork.

g. Artist/Donor represents and warrants that the total value of the Artwork is \$ \_\_\_\_\_, which is less than the \$50,000 maximum value established by the Town of Moraga Art in Public Spaces Policy.

#### **5. Intellectual Property and Publicity Rights**

a. Town's Intellectual Property License. Artist/Donor grants to Town, and to Town's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Artwork:

(1) Use and Display. Town may use and display the Artwork for the term provided in Section 2.

(2) Reproduction and Distribution. Town may make and distribute, and authorize the making,

display and distribution of, photographs and other two-dimensional reproductions of the Artwork. Town may use such reproductions for any Town-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, documentation of Town's Art in Public Spaces Policy, and catalogues or similar publications. Town shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the Town.

b. Third Party Infringement. The Town is not responsible for any third party infringement of any copyright to the Artwork held by Artist/Donor and is not responsible for protecting the intellectual property rights of Artist/Donor.

c. Credit. On each Town reproduction of the Artwork, the Artist/Donor shall be acknowledged, using designations provided by the Artist/Donor, to be the Artist/Donor of the Artwork.

d. Trademark. In the event that Town's use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, Town shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

e. Alteration. If Town alters the Artwork without Artist/Donor's consent in a manner that is prejudicial to Artist/Donor's reputation, Artist/Donor retains the right to disclaim authorship of the Artwork.

## **6. Liability for Damage to Artwork and Risk of Loss**

a. Town shall insure the Artwork against damage and loss through the Municipal Pooling Authority ("MPA"). If the Artwork is lost or damaged while on public display, Town's liability (including the liability of MPA) shall in no event exceed the value of the Artwork stated in Section 4 of this Agreement.

b. The risk of loss or damage to the Artwork shall be borne solely by Artist/Donor until the Town takes possession and accepts the Artwork. Once the Artwork has been removed from public display pursuant to this Agreement, the risk of loss or damage to the Artwork shall be borne solely by Artist/Donor.

## **7. Repair and Maintenance**

a. Artist/Donor shall be responsible for all reasonably necessary maintenance and repairs of the Artwork during the term of this Agreement. "Maintenance" includes, but is not limited to, routine cleaning of the Artwork as necessary to maintain the Artwork in a condition appropriate for public display and any and all actions taken to preserve, restore, or conserve the Artwork.

b. Prior to conducting any maintenance or repairs on the Artwork, Artist/Donor shall obtain the approval of the Town. Artist/Donor shall request approval of the Town in writing, at the address

provided in Section 18 of this Agreement. The Artist/Donor's request shall identify the method(s) of maintenance or repair proposed, the person(s) who will perform the repair or maintenance, and the time period in which the repair or maintenance will be performed. If the Town approves the request, it may impose conditions on that approval as necessary to protect public property, health and safety.

c. Maintenance and repairs must be performed in a manner that does not damage public property. Artist/Donor is liable to the Town for any damage to public property caused by maintenance or repair activities.

d. Town shall not be liable to Artist/Donor for any damage to Artwork caused by maintenance or repairs undertaken by Artist/Donor or by the failure to undertake any such maintenance or repairs.

## **8. Indemnification**

Artist/Donor shall indemnify, protect, defend and hold harmless the Town and its subdivisions, officials, employees and agents from and against all liabilities, obligations, losses, damages, judgments, costs or expenses (including legal fees and costs of investigation) (collectively "Losses") arising from, in connection with or caused by: (a) any personal injury or property damage caused, directly or indirectly, by any act or omission of Artist/Donor and/or Artist/Donor's agents, employees, or assigns; (b) any infringement of patent, copyright, trademark, trade secret or other proprietary right; or (c) any infringement of Artist's rights under 16 U.S.C. § 106A, 16 U.S.C. § 113, Civil Code §§ 987 *et seq*, or similar state, federal, or international law. Notwithstanding the foregoing, Artist/Donor shall have no obligation under this Section with respect to any Loss that is caused solely by the active negligence or willful misconduct of the Town and is not contributed to by any act or omission (including any failure to perform any duty imposed by law) by Artist/Donor. Artist/Donor acknowledges and agrees that its obligation to defend in this Section: (i) is an immediate obligation, independent of its other obligations hereunder; (ii) applies to any Loss which actually or potentially falls within the scope of this Section, regardless of whether the applicable allegations are or may be groundless, false or fraudulent; and (iii) arises at and continues after the time the Loss is tendered to Artist/Donor.

## **9. Termination of Agreement**

a. Town's Right to Terminate Agreement Before Expiration of the Term. Prior to the expiration of the term of this Agreement set forth in Section 2, the Town may decide to remove the Artwork from public display and terminate this Agreement in accordance with the procedures established in Section 8 of the Town's Art in Public Spaces Policy, as may be amended from time to time, including without limitation, amendments to allow for consideration of removal upon request by the Town. The policy is attached and incorporated hereto in its current form as Exhibit B. Prior to the meeting of the Art in Public Spaces Committee where the removal of the Artwork is being considered, the Town shall provide written notice of the intent to remove the Artwork and terminate the Agreement to the Artist/Donor at the address listed in Section 18 of this Agreement.

b. Artist/Donor's Right to Terminate Agreement Before Expiration of the Term. Prior to the expiration of the term of this Agreement set forth in Section 2, the Artist/Donor may provide written notice of Artist/Donor's intent to terminate this Agreement to the Town, at the address listed in Section 18 of this Agreement. Upon receipt of Artist/Donor's notice of termination, the Town shall follow the procedures specified in Section 8 of the Town's Art in Public Spaces Policy, attached and incorporated hereto as Exhibit B. Artist/Donor shall be solely responsible for any and all costs incurred by the Town in connection with removal of the Artwork in the event Artist/Donor elects to terminate this Agreement prior to the expiration of the term set forth in Section 2. Artist/Donor shall pay any such costs within thirty (30) days of receiving a written invoice from the Town.

#### **10. Installation and Removal of Artwork**

The Town will have authority over the installation and removal of the Artwork. The Town and Artist/Donor have jointly developed a plan for installation and removal of the Artwork in a manner that is cost-effective as well as protective of Town property and the Artwork. That plan is attached to this Agreement as Exhibit C. Artist/Donor shall take all actions reasonably necessary to facilitate and permit implementation of the plan described in Exhibit C, including making the Artwork available on a timely basis. Artist/Donor shall also be solely responsible for any and all activities identified in Exhibit C as being the responsibility of Artist/Donor. The Town will secure funding to cover the cost of those activities described in Exhibit C that are not identified as being the responsibility of Artist/Donor.

In light of the Artist/Donor's commitment to comply with the plan described in Exhibit C and the financial commitment made by the Town Council, the Town is not anticipated to bear any costs associated with the installation and removal of the Artwork. If the Town incurs any unanticipated costs as a result of any failure by Artist/Donor to carry out obligations under this Agreement and/or the plan contained in Exhibit C, Artist/Donor shall reimburse the Town for those costs. Artist/Donor shall pay any such costs within thirty (30) days of receiving a written invoice from the Town.

If the Artwork can be removed from public display without significant damage to the Artwork or the site where the Artwork is installed, the Town shall take reasonable precautions to minimize alteration of the Artwork during removal. If the Artwork cannot be removed from public display without alteration of the Artwork (e.g., it is incorporated into a building), Artist waives any and all such claims, and any rights granted under the Visual Artists Rights Act, the California Art Preservation Act, or similar law, against the Town, its agents, officers and employees, for alteration of the Artwork.

#### **11. Choice of Law & Venue**

This Agreement shall be governed by the laws of California. The venue for all litigation or other disputes relative to this Agreement shall be the Superior Court for the County of Contra Costa.

#### **12. Captions**

Section headings are for reference only and shall not be used to interpret this Agreement.

**13. Severability**

If any provision hereof is found to be invalid or unenforceable, such finding shall not affect the validity of any other provision hereof; and such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties.

**14. No Waiver**

Any failure to enforce any right or to require performance of any provision of this Agreement shall not be considered a waiver of such right or performance.

**15. Entire Agreement**

This Agreement, including the attached and incorporated exhibits, contains the entire agreement between the parties, and supersedes all other oral or written provisions.

**16. Provisions that Survive Termination of this Agreement**

Sections 4, 5, 6, 8, 10, and 11 shall survive the termination of this Agreement or the expiration of the term of this Agreement.

**17. Modifications and Amendments**

No amendment or modification to this Agreement shall be effective unless it is in writing and signed by authorized representatives of each of the parties hereto.

**18. Notices**

a. Unless otherwise indicated in this Agreement, all written communications sent by the parties may be made by U.S. Mail, e-mail, or fax, and shall be addressed as follows:

Town of Moraga  
Director of Parks and Recreation  
2100 Donald Drive  
Moraga, CA 94556  
Fax: (925) 376-2034

Artist Name  
Street Address  
Town, State  
( ) \_\_\_\_ - \_\_\_\_

b. Artist/Donor shall provide written notice to Town of any change in address, or change in ownership of the Artwork, within thirty (30) days of such change.

**19. Binding Effect**

a. The provisions, covenants, and conditions in this Agreement shall inure to and bind the

parties, their legal heirs, representatives, successors, and assigns.

b. If Artist/Donor transfers ownership of the Artwork during the term of this Agreement, all rights and obligations of Artist/Donor under this Agreement shall be transferred to the successor owner of the Artwork, and said successor owner shall be bound by this Agreement.

**20. Enforcement**

In the event of litigation between the parties arising out of this Agreement, the prevailing party shall recover its costs of litigation, including attorney's fees.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by having their signatures affixed below.

**Town of Moraga**

**Artist/Donor**

\_\_\_\_\_  
Scott Mitnick,  
Town Manager

\_\_\_\_\_  
Artist Name  
Artist/Donor Signature

*Attest:*

\_\_\_\_\_  
Amy Heavener  
Town Clerk

*Approved as to form:*

\_\_\_\_\_  
Michelle Kenyon  
Town Attorney

**EXHIBIT A**  
**Public Art Application**

**EXHIBIT B**  
**Town of Moraga Art in Public Spaces Policy**

**EXHIBIT C**  
**Plan for Installation and Removal of Artwork**

**Exhibit C: Plan for Installation and Removal of Artwork**

Installation and deaccession (removal) of the Artwork \_\_\_\_\_ by Artist/Donor \_\_\_\_\_, which will be on loan to the Town of Moraga will require the participation and cooperation of the Artist/Donor and the Town as follows:

	Responsible Party (check appropriate column)	
	Artist/Donor	Town
1. Transport to site from current location	( )	( )
2. Transport back from site to original location	( )	( )
3. Preparation of anchoring or support	( )	( )
4. Placement of anchoring or support	( )	( )
5. Removal of anchoring or support	( )	( )
6. Movement of Artwork from transport vehicle to display site	( )	( )
7. Movement of Artwork from display site to transport vehicle	( )	( )
8. Other related costs for installation (specified below)	( )	( )
9. Other related costs for deaccession (specified below)	( )	( )

Note: Those items identified as being the responsibility of the Town shall be arranged by the Town and the costs covered under the provisions of the Agreement. Those items identified as being the responsibility of the Artist/Donor shall be arranged by the Artist/Donor, in cooperation with the Town and its schedule, at no cost to the Town. In accordance with the Agreement, any costs that result from Artist/Donor’s deviations from the responsibilities and schedules identified in this plan shall be borne by the Artist/Donor.

Schedule for Installation and Deaccession:

*Installation* (check all that apply)

- The Artist/Donor will make the Artwork available for pick up at \_\_\_\_\_ (address) by the transporter retained by the Town beginning at \_\_\_\_\_ (date/time).
- The Artist/Donor will be at the display site to assist with installation at \_\_\_\_\_ (date/time).
- The Artist/Donor will arrange in advance with the Town for a date and time to install the Artwork.

- The Artist/Donor will ensure that the Artwork is ready for display no later than \_\_\_\_\_ (date).

*Deaccession* (check all that apply)

- The Artist/Donor will arrange in advance with the Town for a date and time to remove the Artwork at the end of the loan term.
- At the end of the loan term, on the date and time arranged in advance by the Town, the Artist/Donor will be present at the display site to assist with de-installation.
- The Artist/Donor will be available to receive the Artwork from transporter at \_\_\_\_\_ (address) on the date and time arranged in advance by the Town.

The Artist/Donor understands and acknowledges that the Artwork will be part of a public art display involving multiple pieces donated by numerous artists. In order to limit the installation and deaccession costs associated with this display the Town has, to the greatest extent possible, arranged for the participating artists to undertake as much of the installation and deaccession work as possible, at no cost to the Town. In addition, installation and deaccession of all of the artwork in the display will proceed in a coordinated manner designed to limit associated labor and equipment costs. The Artist/Donor understands and acknowledges that they will need to cooperate and comply with the schedule and activities for installation and de-installation of the artwork established by the Town.

NOTES AND ADDITIONAL SPECIFICATIONS

# Town of Moraga Public Art Application

*(Please complete this application as fully as possible)*

Date: 4/21/2025

**Project Name**

Donation of 2 Cement Stone Lion Statues

**Proposed Location/Address**

Hacienda or Moraga Parks

**Proposed by**

Janice Lum Ennik

Phone

[Redacted]

Email

[Redacted]

Address

[Redacted]

Town Moraga

Zip 94556

**Artist Name**

un known

Phone

[Redacted]

Email

[Redacted]

Address

[Redacted]

Town

Zip

**Description of Artwork (Include finish and color)**

2 Cement lion statues from late 1970s or early 1980's to donate from the Lum family who have resided in Moraga since 1968,

<sup>un known</sup>  
Approximate Weight 200 lbs?

Approximate Dimensions 28" x 11" each

**System for Mounting of Displaying Artwork**

N/A

**Maintenance, Mounting or Display Requirements**

Maybe cleaning 1x a year

Approximate Value: \$ 2000

Approximate Annual Maintenance Costs: \$ 25

Application is for (circle one)

donation

loan commissioned

Term of Loan

\_\_\_\_\_ years/months

**Please attach**

- Photo, plans, model or other representation of proposed artwork
- Artist biography N/A





# Town of Moraga Public Art Application

*(Please complete this application as fully as possible)*

Date: 11/1/25

Project Name Sculpture hiking Trail

Proposed Location/Address Moraga Lafayette Sculpture Trail

Proposed by Doug Heine

Phone [Redacted] Email [Redacted]  
Address [Redacted] Town Berkeley Zip 94710

Artist Name Doug Heine

Phone [Redacted] Email [Redacted]  
Address [Redacted] Town Berkeley Zip 94710

Description of Artwork (Include finish and color) [Redacted]

Red Painted Steel Arcs encompassing black circles

Approximate Weight Weight 400 LBS Approximate Dimensions 9' Tall, 5' Wide 24" Base

System for Mounting of Displaying Artwork  
The steel piece should be bolted to a concrete pad

Maintenance, Mounting or Display Requirements  
The red arc pad should measure 80" x 30" x 8" deep

Approximate Value: \$ Steel 4,000 Approximate Annual Maintenance Costs: \$ ???

Application is for (circle one) donation loan commissioned

Term of Loan forever years/months

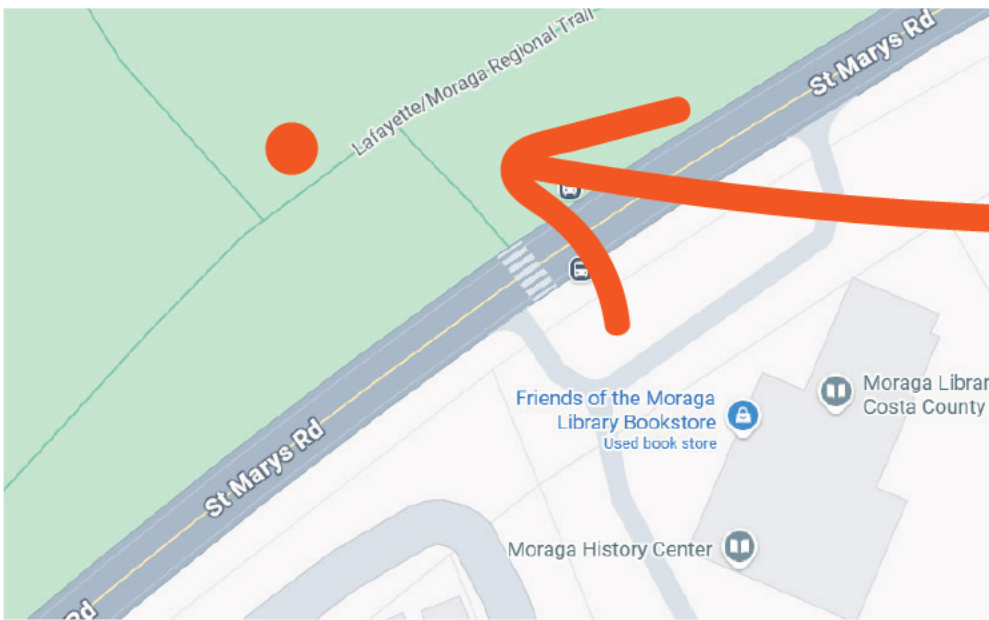
- Please attach
- Photo, plans, model or other representation of proposed artwork
  - Artist biography

### **Biography of Douglas Heine for Public Art Application 11/1/2025**

I learned most of my metal working skills early on by working on reactor plants in nuclear submarines. I increased that knowledge working in astrophysics at U.C. Berkeley by making experimental apparatus for the study of cosmic particles. I brought these skills to the art department at Cal where I was in charge of the art bronze foundry with Peter Voulkos. I later did a stint of teaching art students how to weld and make sculpture while in charge of the sculpture shop. When I turned 42, I took on making my own sculpture like a religion. I have expanded on to painting in addition to sculpture.

**Image of Douglas Heine's "Mirror Ball"**



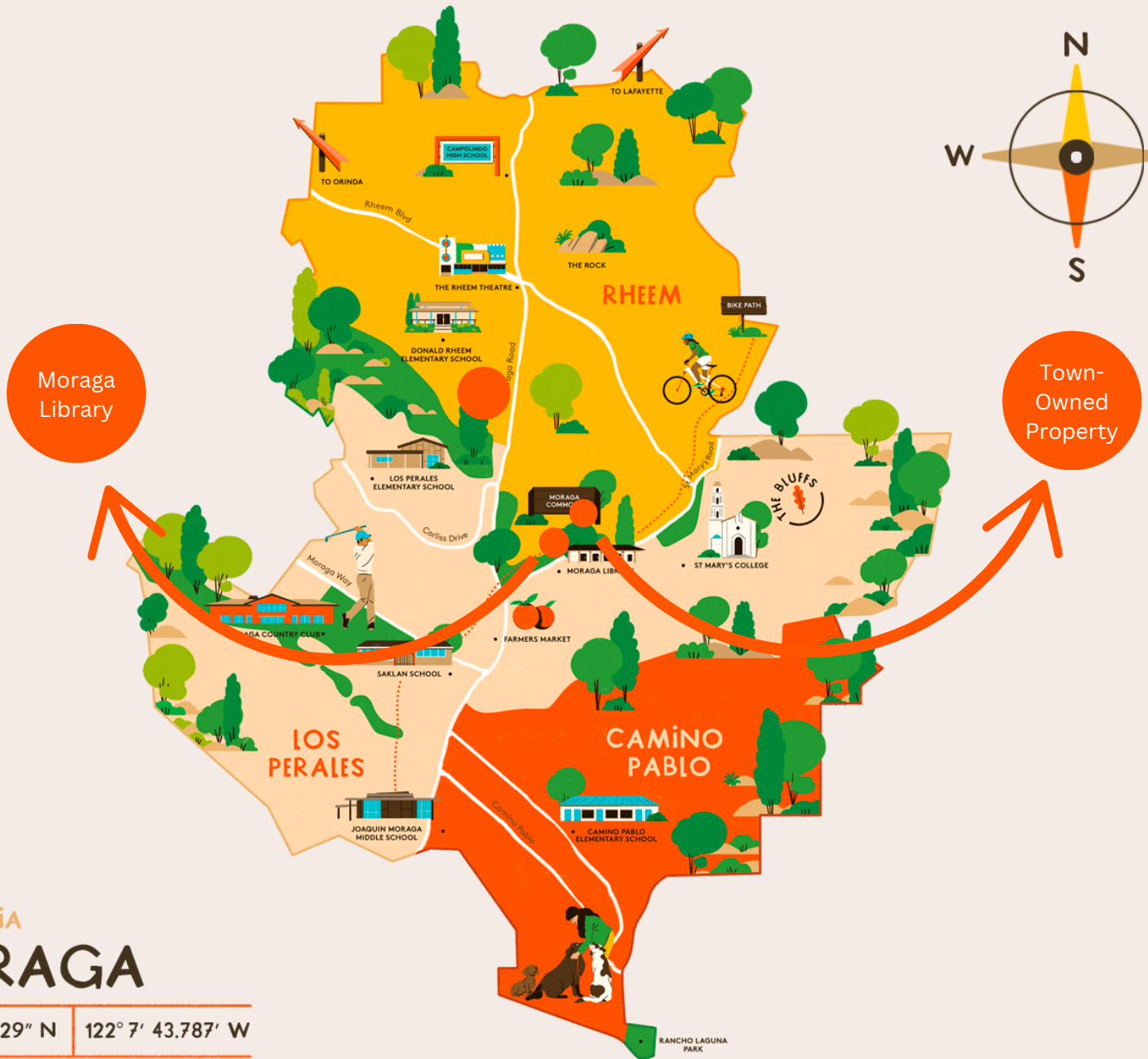


“Mirror Ball”  
Placement

# Rendering



# Project Locations





Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**

**From: Katie Bruner, Administrative Services Director**

**Subject: Proposed Professional Services Agreement with Municipal Resource Group, LLC for Organizational Assessment**

**RECOMMENDATION**

Adopt a resolution:

Authorizing the Town Manager to execute a professional services agreement with Municipal Resource Group, LLC (MRG) to conduct a Town-wide Organizational Assessment in the amount of \$56,840, with a contingency of \$3,160, for a total not to exceed amount of \$60,000 subject to approval as to form by the Town Attorney; and authorizing the Administrative Services Director to execute amendments to the agreements within the contingency, as necessary.

**BACKGROUND**

The Town of Moraga is projected to face a structural deficit as early as FY 2027-28. Further, with 42 full-time employees, the Town acknowledges that its employees must be responsible for a wide variety of tasks, some of which may have been added over time without a comprehensive evaluation. Given the Town's limited staffing and resources, there may also be critical service gaps. To address these challenges, the Town is seeking assistance in assessing the Town-wide organization and service delivery models to determine operational efficiencies and effectiveness.

**DISCUSSION**

The proposed organizational assessment will provide Town staff with a snapshot of observations and recommendations regarding organizational needs, organizational structure, resource allocations, and service delivery models. All Town departments will be assessed, including Administrative Services, Planning, Public Works & Engineering, Parks & Recreation, and Police. The primary objectives of the assessment include:

- Examine and explore the organizational, functional, and cultural issues to assess department culture, levels of employee engagement, team effectiveness, role/goal clarity, and skillsets/competencies.
- Conduct a gap analysis to determine programs and services that the Town is not able to deliver due to resource constraints.
- Evaluate organizational structure, staffing levels, positions, functions, and contracted services in relation to the workload, and program efficiency and effectiveness.
- Evaluate service delivery methods and outcomes, and the policies, legislative requirements, and other influences that impact town operations.

The organization assessment will include staff interviews, review of historical and current organizational and budgetary reports and community surveys, and result in a report of observations, findings, recommendations, and prioritization for implementation.

MRG is an experienced, full-service consulting firm dedicated to assisting public sector agencies in attaining their strategic goals. Their consultants have extensive experience in all aspects of executive coaching, governance, organizational assessment & development, and human resources, including staffing and effectiveness analyses. MRG’s experienced team of subject matter experts includes consultants with strong knowledge and experience in the areas of law enforcement services, planning and public works operations, finance and administrative functions, and parks and recreation services.

The proposed organizational assessment will provide the Town’s executive team with key data to strategically plan for the current and future needs of the organization and continue to provide high quality services to the community.

On December 2, 2025, the Audit & Finance Committee recommended Town Council allocate \$60,000 of the Fiscal Year 2024-25 General Fund Unassigned Fund Balance for an organizational assessment. Town Council will take action on the allocation of the FY 2024-25 General Fund Unassigned Fund Balance at the January 14, 2026 Town Council meeting.

**FISCAL IMPACT**

The funding source for this contract is a portion of the FY 2024-25 General Fund Unassigned Fund Balance, which will be allocated by Town Council on January 14, 2026.

**CEQA COMPLIANCE**

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

**ALTERNATIVES**

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

## **NEXT STEPS**

Upon approval, staff will finalize and execute the professional services agreement and coordinate a kickoff meeting with MRG. Staff anticipates the assessment will take approximately six months. Once the assessment and recommendations are finalized, staff will begin implementing the recommendations.

## **ATTACHMENTS**

[Attachment A - Draft Resolution - MRG Org Assessment](#)

[Attachment B - Professional Services Agreement - MRG Org Assessment](#)

**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 CONTRACT WITH  
MUNICIPAL RESOURCE GROUP, LLC FOR AN ORGANIZATIONAL ASSESSMENT**

**WHEREAS**, Municipal Resource Group, LLC (MRG) is an experienced, full-service consulting firm dedicated to assisting public sector agencies in attaining their strategic goals;

**WHEREAS**, the Town of Moraga desires to have a Town-wide Organizational Assessment conducted, to assess the Town's organizational structure, resource allocation, and service delivery models;

**WHEREAS**, MRG is qualified to perform an organizational assessment for the Town of Moraga; and

**WHEREAS**, staff and the Audit and Finance Committee recommended Town Council allocate up to \$60,000 of Fiscal Year 2024-25 unallocated fund balance for an organizational assessment.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Moraga does hereby authorize the Town Manager to execute the agreement MRG for an organizational assessment in the amount of \$56,840, with a contingency of \$3,160 in an amount not to exceed \$60,000.

**BE IT FURTHER RESOLVED**, that the Administrative Services Director is authorized to execute change orders within the contingency.

**BE IT FURTHER RESOLVED**, that the Town Manager is hereby authorized to execute the Agreement in the form attached to the staff report, with minor revisions that may be approved by the Town Manager and the Town Attorney, and to execute any other necessary documents to effectuate the terms of the Agreement.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the \_\_\_ day of \_\_\_\_\_, 2026 by and between the TOWN OF MORAGA, hereinafter called the “Town”, and MUNICIPAL RESOURCE GROUP, LLC (MRG) hereinafter called the “Consultant.” Town and Consultant shall be sometimes collectively referred to as “Parties.”

### Recitals

WHEREAS, Town desires to obtain an organization assessment of the Town’s structure, staffing, and service levels; 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 Consultant are to commence no sooner than the date of contract execution and continue through project completion.
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 “A”. However, in no event shall the amount Town pays Consultant exceed fifty-six thousand, eight hundred forty dollars (\$56,840). 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 upon 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. Reserved.

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: Katie Bruner, Administrative Services Director  
Town of Moraga  
329 Rheem Blvd  
Moraga, CA 94556

If to Consultant: Andi Stanley, Business Manager  
Municipal Resource Group, LLC  
PO Box 561  
Wilton, CA 95693  
contract@solutions-mrg.com

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 & Compensation

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: \_\_\_\_\_

By: \_\_\_\_\_

Scott Mitnick,  
Town Manager

Name: Mary  
Egan \_\_\_\_\_  
Title:  
\_CEO\_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_

Address:  
PO Box 561  
Wilton, CA 95693  
Phone No:  
(866) 774-3222

Amy Heavener,  
Town Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Michelle Marchetta Kenyon,  
Town Attorney

FUNDING:  
By: \_\_\_\_\_

Katie Bruner,  
Administrative Services Director

Exhibit A  
Scope of Services

November 18, 2025

Ms. Kaitlin Bruner  
Administrative Services Director  
Town of Moraga  
329 Rheem Blvd.  
Moraga, CA 94556

Dear Ms. Bruner:

On behalf of Municipal Resource Group (MRG), we are pleased to submit the attached scope of work for the Town of Moraga's **Town-wide Organizational Assessment**.

The primary purpose of the organizational and staffing level assessment is to provide the Town with a snapshot of observations and recommendations regarding organizational staffing needs, organizational structure, resource allocations, and service delivery models. The work plan is designed to ensure a collaborative process with Town leadership and staff, resulting in practical findings and recommendations to guide future decisions.

We appreciate the opportunity to assist and support the Town of Moraga in its commitment to organizational effectiveness and excellence in service delivery. Please do not hesitate to reach out with any questions or clarifications regarding the proposed approach.

Sincerely,



Mary Egan, CEO  
MRG, LLC  
916-261-7547  
[egan@solutions-mrg.com](mailto:egan@solutions-mrg.com)

## MRG – FIRM PROFILE

MRG was founded in 2009 by highly skilled and broadly experienced professionals. Municipal Resource Group, LLC is an experienced, full-service consulting firm dedicated to assisting public sector agencies in attaining their strategic goals. Our 60+ consultants have extensive experience in all aspects of Executive Coaching, Governance, Organizational Assessment & Development, and Human Resources, including staffing and effectiveness analyses. Our team is experienced in working with elected officials, agency executives, managers, and staff. MRG’s consulting work focuses on the five practice areas listed below.

 <p><b>Governance, Evaluations, Strategic Planning</b></p> <ul style="list-style-type: none"> <li>▪ Goal Setting</li> <li>▪ Strategic Planning</li> <li>▪ Executive Evaluations</li> <li>▪ Governance Protocols &amp; Manuals</li> </ul>	 <p><b>Human Resource Services</b></p> <ul style="list-style-type: none"> <li>▪ HR-On-Demand</li> <li>▪ Classification / Comp</li> <li>▪ Labor Relations</li> <li>▪ Recruitments</li> <li>▪ Performance Improvement</li> </ul>	 <p><b>Investigations, Mediation, Conflict Resolution</b></p> <ul style="list-style-type: none"> <li>▪ Workplace investigations</li> <li>▪ Harassment</li> <li>▪ Conflict resolution &amp; mediation</li> <li>▪ Government Ethics</li> </ul>	 <p><b>Organizational Assessments &amp; Development</b></p> <ul style="list-style-type: none"> <li>▪ Organizational Assessments &amp; Audits</li> <li>▪ Employer of Choice</li> <li>▪ Financial Management</li> <li>▪ City Clerk Practice</li> <li>▪ Project Management</li> </ul>	 <p><b>Coaching, Leadership &amp; Team Development</b></p> <ul style="list-style-type: none"> <li>▪ Executive Coaching</li> <li>▪ Manager &amp; Supervisor Training</li> <li>▪ Coaching for Promoted</li> <li>▪ Retreats</li> <li>▪ Team Building</li> <li>▪ Performance Coaching</li> </ul>
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## SCOPE OF WORK

### Town of Moraga Town-wide Organizational and Staffing Assessment

The Town of Moraga is projected to face a structural deficit as early as FY 2028. Further, with only 42 full-time employees, the Town acknowledges that its employees must be responsible for a wide variety of tasks, some of which may have been added over time without a comprehensive evaluation. Given the Town’s limited staffing and resources, there may also be critical service gaps. To address these challenges, the Town is seeking assistance in assessing its town-wide organization and service delivery models to determine operational efficiencies and effectiveness. As such, MRG has prepared this proposal to conduct a town-wide organizational assessment.

The primary purpose of the organizational assessment is to provide the Town with a snapshot of observations and recommendations regarding organizational needs, organizational structure, resource allocations, and service delivery models. Town departments to be assessed include Administrative Services, Planning, Public Works & Engineering, Parks & Recreation, and Police. The primary objectives of the assessment include:

- Examine and explore the organizational, functional, and cultural issues to assess department culture, levels of employee engagement, team effectiveness, role/goal clarity, and skillsets/competencies.
- Conduct a gap analysis to determine programs and services that the Town is not able to deliver due to resource constraints.

- Evaluate organizational structure, staffing levels, positions, functions, and contracted services in relation to the workload, and program efficiency and effectiveness.
- Evaluate service delivery methods and outcomes, and the policies, legislative requirements, and other influences that impact town operations.

MRG has assembled a team of subject matter experts to lead this critical project. The team includes consultants with strong knowledge and experience in the areas of law enforcement services, planning and public works operations, finance and administrative functions, and parks and recreation services. See below for biographies of the consultant team.

MRG recognizes that this effort can have a significant impact on town operations. As such, MRG will work with the Town to conduct the assessment through a phased approach, if necessary. However, the work plan below assumes the individual departmental assessments are conducted simultaneously.

## **WORK PLAN**

MRG has developed the following work plan for the project to meet the Town’s needs. The scope of work is dependent upon the needs of the organization and may be modified as needed during the initial video conference:

### **1. Project Initiation / Launch:**

- Initial video conference with major stakeholders including but not limited to Town Manager and Administrative Services Director.
- Review project outcomes, process timing, expectations, define interview subjects, and set initial timeline.
- Request and obtain numerous documents including but not limited to the department organizational charts, organizational accomplishments, historical budgetary and staffing level data, community surveys, and any other relevant reports and documents. Obtain anecdotal perspectives on issues and concerns that drive this request.
- Conduct a kick-off meeting with the department heads introducing the project and discussing their role.
- Prepare communication for the Town Manager to use to outline the project as an update for all staff as part of the project launch.

### **2. Conduct Data Analysis and Staff Interviews:**

- Review and analyze obtained data.
- Develop interview format and questions.
- Conduct interviews via on-site and/or video conferencing with all department heads, key managers, and selected town staff.
- Anticipate conducting approximately 18 interviews.
- Compile and analyze interview data and information.

### **3. Prepare Findings and Recommendations:**

- Compile data, perform analysis, and prepare key initial findings and observations.

- Review initial findings with Town Manager and designated staff, and conduct additional research and outreach as needed.
- Based on agreed-upon findings, prepare initial recommendations.
- Review initial recommendations with Town Manager and designated staff, and conduct additional research and outreach as needed.
- Review recommendations with departmental stakeholders and make appropriate revisions.

**4. Prepare Final Report and Presentations:**

- Compile a draft Summary Report (PowerPoint Presentation) that will be reviewed with Town Manager and designated staff. Revise as necessary, prepare final Summary Report, and deliver to the Town.
- The Report will include observations and findings, and associated recommendations, as well as prioritization of implementation.
- The scope of work includes one virtual presentation to Executive-level staff.

**PROJECT FEES AND TIMELINE**

MRG proposes an estimated not-to-exceed contract amount of \$56,840, including expenses. The project will be invoiced upon completion of each milestone with associated travel costs. Based on the client’s direction, many of the interviews can be conducted on-site unless it is determined remote interviews are feasible. All other work is intended to be completed remotely via email, teleconference, and video conference. Should the client and MRG mutually agree to conduct any other meetings or work activities on-site, travel expenses will be billed to the client at cost.

<b>MILESTONES</b>	<b>HOURS</b>	<b>COST</b>
MILESTONE #1 - Project Launch / Administration	25	\$ 7,280
MILESTONE #2 - Data Analysis and Interviews	66	\$ 19,140
MILESTONE #3 - Develop Findings & Recommendations	78.5	\$ 22,780
MILESTONE #4 - Final Report & Presentation	21	\$ 6,100
<i>Expenses</i>		\$ 1,540
<b>TOTAL PROJECT</b>	<b>190.5</b>	<b>\$ 56,840</b>

If additional services are requested or additional time needed (such as for assistance in implementation or professional development), those hours will be billed at \$290 per hour for the Lead Consultants and \$300 per hour for the Project Director after being approved by the Town of Moraga and MRG.

**Rick Otto, Senior Consultant** - As the former City Manager for the City of Orange, Rick Otto understands the many challenges today's local government executives face on a daily basis. Rick successfully navigated his organization through the pandemic, recessions, periods of political transition, local emergencies, and community tragedies. His compassionate, collaborative, and results-orientated leadership style allows him to create and foster a positive work environment and forge excellent working relationships with political leaders, labor associations, community groups, and fellow city managers.



Rick has over 32 years of local government experience working for small and medium-sized cities in Southern California. In addition to serving as the City Manager for Orange, a full-service city with an annual budget of \$200 million and 750 employees, Rick also served as their Assistant City Manager, Community Development Director, and Economic Development Manager. Prior to his tenure in Orange, Rick worked for three contract cities in Los Angeles County: Rancho Palos Verdes, La Mirada and Temple City. Throughout his career, Rick has been involved in nearly every aspect of local government, including land use planning, historic preservation, citizen engagement, affordable housing, economic development, finance and budgeting, capital projects, information technology, labor negotiations, staff development, and public safety coordination. Rick brings his unique and diverse background to clients by specializing in Organizational Assessments, Operational Reviews, Executive Evaluations, Staff Development and Mentoring, Strategic Planning, Fiscal and Economic Development Analysis, and Land Use Entitlements.

A facilitator of governmental regionalization, Rick has chaired numerous regional committees including the Metro Cities Fire Authority, the Orange County Animal Control Taskforce, the Orange County City Manager's Solid Waste Committee, the North Orange County Cities Homelessness Coalition, and Orange County City Manager's Homelessness Task Force.

In addition to his professional achievements, Rick earned a Bachelor of Arts in Public Administration and a Master of Public Policy and Administration, both from California State University, Long Beach. Rick is a frequent guest speaker for public policy and journalism classes at California State University, Fullerton, and Chapman University. He also has been a speaker for the American Planning Association. Finally, Rick is proud to have been a Disneyland Cast Member and still uses that customer-centric approach with his clients.

**Joseph Kreins, Lead Consultant** – Joe is a tenured law enforcement and municipal executive with over 40 years of experience, working with cities, counties, and special districts. He has worked as an independent government and law enforcement consultant for more than 10 years and has served as a POST certified facilitator for law enforcement agencies in team building and strategic planning workshops in numerous police departments and cities. He has experience working with City Managers and City Councils with goal setting and strategic planning, coaching, and mentoring, and budget development. Additional services include leadership development, executive recruitments, promotional processes, and



organizational assessments. Kreins has become a subject matter expert in managing executive transitions in law enforcement agencies and working with cities to develop goal-setting and strategic planning.

Kreins began his career with the City of Concord, where he rose through the ranks of the police department, including their first-ever Public Information Officer and District Commander. He was one of the key architects in working to develop their community engagement and community policing strategies.

Prior to affiliating with MRG, Joseph served as the interim Chief of Police in the cities of Vallejo, Benicia, Winters, Novato, Clayton, and Suisun City. As the Police Chief and Assistant City Manager for Sausalito, his responsibilities included Fire Department leadership and management, as well as Information Technology and City Parking Services. Chief Kreins provided leadership in Vallejo during a critical period following that City's emergence from bankruptcy. During his tenure, they reduced crime across all categories, enhanced community trust & relationships, and significantly restored police staffing. Joseph has also served as a Special Advisor and public safety consultant. He has facilitated several organizational audits/assessments of numerous agencies throughout the San Francisco Bay Area.

**Julie Mares, Vice President/Affiliated Consultant** - Julie is a seasoned public sector executive with over two decades of leadership experience in municipal government, specializing in process improvement, strategic planning, and community partnerships. Throughout her career, she has been recognized for helping organizations adapt to fiscal and service delivery challenges while ensuring efficiency, accountability, and high-quality services for residents.



As City Manager of Milpitas, California, Julie oversaw 400 employees serving a diverse population of nearly 80,000. She led efforts to align organizational goals with community priorities, streamline operations, and strengthen interdepartmental collaboration to improve outcomes.

Prior to that, Julie spent more than a decade with the City of San José, the nation's tenth largest city. There she served as Deputy City Manager of Neighborhood Services and as Director of Parks, Recreation, and Neighborhood Services. In these roles, she championed initiatives to enhance neighborhood vitality, expand recreational opportunities, and promote active, healthy lifestyles. She worked closely with community-based organizations, public agencies, and civic partners to deliver impactful programs, create safe and welcoming spaces, and build stronger connections between the City and its residents.

Julie's leadership is grounded in a commitment to continuous improvement and responsible stewardship of public resources. She has a proven record of implementing strategic change that enhances service quality, strengthens community trust, and ensures long-term sustainability.

She holds a bachelor's degree in business management, a master's degree in education, and is a graduate of the Southwest Leadership Program in Public Policy Management at the University of Arizona Eller College.

**Cathy Capriola, Project Director** - Cathy is an experienced local government leader with over 30 years of experience in the areas of general management, emergency management, organizational development, human resources, finance, information technology, and risk management. Cathy's key strengths are strategic planning, facilitation, team building, coaching, mentoring, and project management. As a developer of people and organizations, Cathy enjoys delivering best practices, new systems, and innovation. With a strategic entrepreneurial lens, Cathy has the ability to see enhanced levels of service delivery and to drive initiatives to help organizations reach the next level. As a coach, Cathy is able to help executives focus on their strengths and provide strategic and tactical assistance to navigate issues and problems.





**Meeting Date: January 14, 2026**

**TOWN OF MORAGA**

**STAFF REPORT**

**To: Honorable Mayor and Councilmembers**

**From: Amy Heavener, Town Clerk**

**Subject: 2026 Town Council Meeting Calendar**

**RECOMMENDATION**

Approve the 2026 Town Council Meeting calendar, cancelling, and rescheduling meetings as necessary, and direct staff to schedule a special meeting if needed.

**BACKGROUND**

The Town historically cancels several Town Council meetings throughout the year due to holidays that may fall on a normally scheduled Council meeting date. To assist the public and elected officials in planning their schedules and establishing their calendars for the upcoming year, staff has reviewed the entire upcoming year to develop the attached schedule.

**DISCUSSION**

The regular Town Council meeting schedule includes meetings on the second and fourth Wednesday of each month at 5:30 pm with the following exceptions:

Date	Reason for Change/Cancellation
August 13, 2026	Cancelled due to Legislative Break
August 26, 2026	Cancelled due to Legislative Break
November 11, 2026	Cancelled due to Veterans Day Holiday

The Town typically closes its public counters (Planning, Public Works, Parks and Recreation and Town Clerk) during the holidays. In 2026, the Town offices will be closed between Friday, Thursday December 24, 2026 and Friday, January 1, 2027. While the public counters will be closed during this week, staff will be required either to work or use vacation days to take the time off.

**FISCAL IMPACT**

None.

**CEQA COMPLIANCE**

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

**ALTERNATIVES**

1. Approve the 2026 Town Council meeting calendar with modifications, or
2. Do not approve the 2026 Town Council meeting calendar and provide direction to staff.

**NEXT STEPS**

Upon approval, the 2026 Town Council meeting calendar will be posted to the Town’s website.

**ATTACHMENTS**

[Attachment A - 2026 Town Council Meeting Calendar](#)

# TOWN OF MORAGA

## COUNCIL MEETING CALENDAR


(Schedule may vary due to Holidays or Special Meetings)

# 2026

Town Council - 5:30 PM  
2nd and 4th Wednesdays of Month

Town Offices Closed - Holidays

Town Offices Closed

 break in normal meeting schedule

JANUARY						
S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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AUGUST						
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SEPTEMBER						
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NOVEMBER						
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DECEMBER						
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Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**

**From: Sonia Urzua, AICP, Planning Director, Brian Horn, Principal Planner**

**Subject: Adoption of Ordinance Repealing and Replacing Moraga Municipal Code Chapter 15.05 “Building Codes” of Title 15 and Adopt by Reference Certain Sections of Contra Costa County Ordinance No. 2025-19, which Adopts the 2025 California Building Code Standards with Changes, Additions, and Deletions**

### **RECOMMENDATION**

It is recommended that the Town Council take the following actions:

1. Waive the second reading and adopt an ordinance repealing and replacing MMC Chapter 15.04 “Building Codes” of Title 15 and adopting by reference certain sections of Contra Costa County Ordinance No. 2025-19, which adopts the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code and the 2025 California Green Building Standards Code with changes, additions and deletions, with adoption of findings to justify stricter construction standards to address local climatic, geological, or topographical conditions as authorized by Health and Safety Code sections 17958.5 and 18941.5.
2. Find the ordinance exempt from review pursuant to sections 15061(b)(3) and 15378(b) (5) of the California Environmental Quality Act.

### **BACKGROUND**

The California Building Standards Commission has adopted the 2025 California Building Standards Code (CBSC), which replaces the 2022 CBSC and takes effect on January 1, 2026. The 2025 CBSC—which includes the California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Wildland Urban Interface, Energy, Historical Building, Fire, and Existing Building Codes—establishes the minimum standards for building construction statewide. While these Building Codes apply throughout California, Health and

Safety Code Sections 17958.5 and 18941.5 allow local jurisdictions to adopt more restrictive standards when necessary due to local climatic, geological, topographical, or environmental conditions.

On November 4, 2025, the Contra Costa County Board of Supervisors adopted County Ordinance 2025-19, which adopts and amends the Building Codes to address County-specific conditions, as supported by the findings in the ordinance. The Contra Costa County Department of Conservation and Development provides building inspection and CBSC compliance services to the Town under a Joint Exercise of Powers Agreement (JEPA) dated June 17, 1975. Under the JEPA, the Town is required to adopt the County's Building Code ordinance within 120 days of receiving notice of any changes.

Assembly Bill (AB) 130, a budget trailer bill effective June 30, 2025, significantly limits local governments' ability to adopt new or more restrictive building standards affecting residential units between October 1, 2025, and June 1, 2031. During this period, local amendments affecting residential construction may only be adopted if they are substantially equivalent to local amendments in effect as of September 30, 2025, are approved by the State as emergency standards, relate to home hardening (including when proposed by a fire protection district), are necessary to implement certain pre-existing general plan policies, or are limited to administrative practices such as permit processing, fee schedules, permitting platforms, internal operating efficiencies, or programs related to enforcement of building code violations.

## **DISCUSSION**

On November 12, 2025, the Town Council held a public hearing. It introduced an ordinance repealing and replacing Moraga Municipal Code Chapter 15.04 ("Building Codes") and adopting by reference certain sections of Contra Costa County Ordinance No. 2025-19, which implements the 2025 California Building Standards Code (CBSC). The Council did not propose any changes to the ordinance at that meeting, and at that time, set a public hearing date of January 14, 2026 for the second reading and adoption of the ordinance.

County Ordinance 2025-19 amends the Building Codes to address local climatic, geological, topographical, and environmental conditions. The local amendments carried forward into the 2025 CBSC are the same as those adopted in the 2022 CBSC cycle and include: (1) Building Code provisions addressing smoke detection in existing flat-roof buildings when pitched roofs are added, enhanced concrete inspection and design requirements to improve seismic performance, minimum standards for slabs-on-ground, and a requirement that wood shakes or shingles used as exterior wall coverings be fire-treated; (2) Residential Code provisions restricting the use of certain wall-bracing materials that have performed poorly in California earthquakes; and (3) more stringent CalGreen requirements for Level 2 electric vehicle charging in new multifamily and non-residential developments.

The County ordinance also includes CalGreen amendments for construction and demolition (C&D) debris recycling. Because the Town already regulates C&D recycling under MMC §15.08, consistent with the RecycleSmart model ordinance, staff continues to recommend that the Town not adopt the County's C&D-related CalGreen amendments, as allowed under the Joint Exercise of Powers Agreement (JEPA).

Assembly Bill (AB) 130 limits local jurisdictions' ability to adopt new or more restrictive building standards affecting residential units between October 1, 2025, and June 1, 2031, except under narrowly defined circumstances. The proposed local amendments, which mirror those in

effect during the 2022 CBSC cycle, may continue under AB 130. The only more restrictive residential amendment is the revision to California Building Code Section 1405.2, requiring all wood shakes or shingles used for exterior wall coverings to be fire-treated. This change qualifies as a home-hardening measure by providing additional fire protection for the subject dwelling and neighboring homes and is therefore permissible under AB 130.

Part 7 (Wildland Urban Interface Code) and Part 9 (California Fire Code) of the CBSC are not adopted by County Ordinance 2025-19. These codes, with local amendments, will instead be adopted by the Moraga-Orinda Fire District (MOFD) and brought to the Town Council for ratification at a future meeting. Once adopted for the Town's geographic boundaries, the Contra Costa County Department of Conservation and Development will enforce the special building construction requirements in Chapter 5 of Part 7 for structures located in Wildland Urban Interface and High or Very High Fire Hazard Severity Zones, while MOFD will enforce the remaining fire- and vegetation-management-related provisions.

If the proposed ordinance is adopted, it must be filed with the California Building Standards Commission before it can be enforced.

### **FISCAL IMPACT**

There is sufficient funding in the adopted FY 2025-2026 General Fund Budget to cover the time and publication costs associated with preparing the proposed Ordinance. The attached amendments will not increase costs for existing residents, as they are consistent with the County's existing building code regulations.

### **CEQA COMPLIANCE**

The proposed ordinance is exempt from the California Environmental Quality Act (CEQA), in that the adoption of State codes and the local amendments herein described do not have the potential for causing a significant effect on the environment, pursuant to Sections 15061(b)(3) and 15378(b) (5) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

### **ALTERNATIVES**

1. Waive the second reading and adopt the proposed ordinance with modifications, which would require the ordinance to undergo another first reading.
2. Do not waive the second reading and adopt the ordinance and provide staff direction.
3. Take no action. In this case, the California Building Standards would remain in effect within the Town's jurisdiction without amendments, and the Town's regulations would not be consistent with the County's building code regulations, which would violate the 1975 Joint Exercise of Powers Agreement between Contra Costa County and the Town of Moraga.

### **NEXT STEPS**

Ordinances that are adopted by reference require the Town Council to set a date for the second public hearing of the proposed Ordinance, and a public hearing notice of the second hearing be published pursuant to California Government Code sections 50022.2 and 50022.3.

**ATTACHMENTS**

Attachment A - Proposed Ordinance Adopting 2025 Building Code

Attachment B - Contra Costa Ordinance No. 2025-19 - Findings

Attachment C - Contra Costa Ordinance No. 2025-19 - Adoption of 2025 Building Standards Code

**TOWN OF MORAGA  
TOWN COUNCIL**

**ORDINANCE NO. XX-2025**

**Repealing and Replacing Moraga Municipal Code Chapter 15.05 “Building Codes” of Title 15 and Adopting by Reference Certain Sections of Contra Costa County Ordinance No. 2025-19, which Adopts, the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code and the 2025 California Green Building Standards with Changes, Additions and Deletions, with Adoption of Findings to Justify Stricter Construction Standards to Address Local Climatic, Geological, or Topographical Conditions as Authorized by Health and Safety Code Sections 17958.5 and 18941.5; and Finding the Ordinance Exempt from Review Pursuant to Sections 15061(b)(3) and 15378(b) (5) of the California Environmental Quality Act**

**WHEREAS**, on June 17, 1975, the Town of Moraga ("Town") entered into a Joint Exercise of Powers Agreement with the County of Contra Costa ("County") requiring the Town to enact and maintain building code ordinances that are "identical in all material respects with the corresponding County Codes now in force in the County;" and

**WHEREAS**, on November 4, 2025, the County Board of Supervisors adopted County Ordinance No. 2025-19 (the "County Ordinance") adopting the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Green Building Standards Code, the 2025 California Electrical Code, the 2025 California Plumbing Code, and the 2025 California Mechanical Code and 2025 California Existing Buildings Code (collectively, the "Statewide Codes") which are found at the California Code of Regulations, Title 24, Parts 2, 2.5, 11, 3, 5, 4 and 10) with amendments pursuant to Health and Safety Code Sections 17958.5 and 18941.5; and

**WHEREAS**, in connection with adoption of the County Ordinance, the County made certain findings (the "County Findings") required by Health and Safety Code Sections 17985.7 related to the local climatic, geological, topographical and environmental conditions that make reasonably necessary the County Ordinance's amendments to the Statewide Codes; and

**WHEREAS**, this ordinance is enacted pursuant to Health & Safety Code Sections 17958. 5 and 17958. 7 and Government Code Section 50022. 2 to make local amendments to the California Building Standards Code; and

**WHEREAS**, the Town Council has reviewed the local amendments set forth herein and finds that they are consistent with and equivalent to changes or modifications previously filed by the Town with the State Building Standards Commission amending the 2022 Building Standards and there is no material change in regulatory effect to the

standards in effect in the Town of Moraga as of September 30, 2025. Additionally, as discussed in the County Findings restated herein, certain changes or modifications previously filed relate to home hardening and continue to be necessary due to local climatic, geologic or topographical conditions, as described therein.

**WHEREAS**, the Town has reviewed the County Ordinance and the County Findings and now desires to adopt by reference the County Ordinance and to independently make the findings required pursuant to Health and Safety Code Section 17985.7 and set forth herein; and

**WHEREAS**, a copy of this Ordinance, the County Ordinance and County Findings, and the California Building Standards adopted herein, have been on file and available for public inspection in the office of the Town Clerk prior to consideration of the Ordinance and will continue to be available for as long as this Ordinance remains in effect.

**WHEREAS**, on November 12, 2025, the Town Council held a public meeting and introduced by title only an Ordinance Repealing and Replacing Moraga Municipal Code (MMC) Chapter 15.04 "Building Codes" of Title 15 and Adopting by Reference Certain Sections of Contra Costa County Ordinance No. 2025-19, which Adopts the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, and Making Certain Amendments Thereto and scheduled the public hearing date for the second reading of the Ordinance on January 14, 2026.

**WHEREAS**, the Town has given proper notice of the adoption of the various building codes and standards by reference pursuant to California Government Code sections 50022.2 and 50022.3.

**NOW THEREFORE**, the Town Council of the Town of Moraga does ordain and find that:

**SECTION 1.**

A. Pursuant to the California Environmental Quality Act ("CEQA"), in that the adoption of State codes and the local amendments herein described do not have the potential for causing a significant effect on the environment, pursuant to Sections 15061(b) (3) and 15378(b) (5) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

B. Findings regarding local climatic, topographical and geological conditions pursuant to Health and Safety Code Section 17958.7 and Assembly Bill 130.

The California Building Standards Commission has adopted and published the 2025 Building Standards Code (California Code of Regulations, Title 24), which is comprised of the 2025 California Building, Residential, Green Building Standards, Electrical, Plumbing, Mechanical, and Existing Building Codes. These codes are enforced in Contra

Costa County by the Building Inspection Division of the Department of Conservation and Development which also provides building inspection services to the Town.

Although these codes apply statewide, Health and Safety Code Sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. For amendments to the California Green Building Standards Code, local climatic, geological, and topographical conditions include local environmental conditions.

Contra Costa County Ordinance No. 2025-19 adopts the statewide codes and amends them to address local conditions. Pursuant to Health and Safety Code section 17958.7, the Contra Costa County Board of Supervisors found, and the Town Council of Moraga similarly finds, that most of the more restrictive standards contained in Ordinance No. 2025-19 are reasonably necessary because of the local climatic, geological, and topographic conditions that are described below and exist in the Town of Moraga, within Contra Costa County and support the local amendments.

## I. Local Conditions.

### A. Geological and Topographic.

#### 1. Seismicity.

##### (a) Conditions.

Contra Costa County is mapped as Seismic Design Categories D and E, indicating very high risk for earthquakes. Buildings and other structures in these zones can experience major seismic damage. Contra Costa County is near numerous earthquake faults including the San Andreas Fault, and all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults.

##### (b) Impact.

A major earthquake could severely restrict the response of Contra Costa County Fire Districts and their capability to control fires. When buildings not equipped with earthquake structural support move off their foundations, gas pipes may rupture. Fires may develop from line ruptures and spread from house to house, causing an extreme demand for fire protection resources. The proximity of large areas within the county to fault traces necessitates adopting stricter structural construction standards.

#### 2. Soils.

##### (a) Conditions.

The area is replete with various soils, many of which are expansive. Many areas have landslide prone soils, and some areas are potentially liquefiable during severe seismic

shaking.

Throughout Contra Costa County, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percentage of slope, many exceeding twenty (20) percent. Several of these roads extend up through the winding passageways in the hills providing access to remote housing subdivisions. Most of these roads are private with no established maintenance program

(b) Impact

During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be unpassable preventing fire protection resources from reaching fires caused by gas line ruptures or other sources.

3. Topographic.

(a) Conditions.

(i) Vegetation.

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations six to eight months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in those developed and developing areas of the county. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress fire district resources.

(ii) Surface Features.

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit feasible response routes for fire district resources in and to district areas.

(iii) Buildings, Landscaping, and Terrain.

Many buildings and building complexes have building access and landscaping features and designs which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width, and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

When fire district vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Access problems often result in severely delay fire and smoke control efforts. In existing structures where pitched roofs have been built over an existing roof, smoke detectors should be required to warn residents of

smoke and fire before the arrival of fire personnel.

(b) Impact.

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the Town's fire resources. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Most earthquake fires are caused by natural gas line ruptures. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur.

Other variables may intensify the situation:

1. The extent of damage to the water system.
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic condition (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingle coverings (both on the roof diaphragm and sides of the dwellings) could result in conflagrations.
8. The large number of dwellings that slip off their foundations and rupture gas lines and electrical systems resulting in further conflagrations.

More restrictive electric vehicle charging standards would not impact the availability of fire or public safety resources.

B. Climatic.

1. Precipitation and Relative Humidity.

(a) Conditions.

Precipitation ranges from fifteen (15) to twenty-four (24) inches per year with an average of approximately twenty (20) inches per year. Ninety-six (96) percent of precipitation falls during the months of October through April, and four percent from May through September. May through September is a dry five (5) month period each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from forty-five (45) to sixty-five (65) percent during spring, summer, and fall, and from sixty (60) to ninety (90) percent in the winter. It occasionally falls as low as fifteen (15) percent.

(b) Impact.

Locally experienced dry periods cause extreme dryness of untreated wood shakes

and shingles on buildings and non-irrigated grass, brush and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely. Gas fires due to gas line ruptures can also spark and engulf a single- family residence during these dry periods.

Because of dryness, a rapidly burning gas fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks or embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the fire district resulting in an excessive fire loss.

## 2. Greenhouse Gas Emissions.

### (a) Conditions.

The California Air Resources Board has collected information on emissions from air pollution sources since 1969. This information is periodically compiled by State and local air pollution control agencies to create regional and statewide greenhouse gas emissions inventories. The California greenhouse gas emissions inventory maintains information on various air pollution sources and identifies " transportation" (all on-road vehicles such as automobiles and trucks, and off-road vehicles such as trains, ships, aircraft, and farm equipment) as a primary pollution source. According to the 2020-2022 statewide inventory (2024 Edition), the transportation sector remains the largest source of greenhouse gas emissions, accounting for thirty-seven-point seven (37.7) percent of the total greenhouse gas emissions. Emissions from recycling and waste, comprising 2.2% of the total greenhouse gas emissions, have grown by 14.1% since 2000, and 96% of that amount is landfill emissions. California adopted land use and transportation policies and mandatory recycling laws to help reduce greenhouse gas emissions by promoting the use of renewable energy sources and reducing landfill disposal.

### (b) Impact.

More restrictive electric vehicle charging standards would be consistent with the intent of state legislation and county and town requirements to aggressively implement energy policies designed to ensure success in meeting their greenhouse gas emission reduction and reusable energy goals.

## 3. Temperature.

### (a) Conditions.

Temperatures have been recorded as high as 114° F. Average summer highs are in the 75° to 90° range, with average maximums of 105° F in some areas of unincorporated Contra Costa County.

### (b) Impact.

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building, wildland fires, and fires caused by gas line ruptures.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more fire resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the fire districts in Contra Costa County. The change of temperatures throughout the county between very low and extreme highs contributes to a voltage drop in conductors used for power pole lines. This necessitates that voltage drops be considered.

More restrictive electric vehicle charging standards would not have a negative impact on the temperature conditions within the county.

#### 4. Winds.

##### (a) Conditions.

Prevailing winds in many parts of Contra Costa County are from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities can reach fourteen (14) mph to twenty-three (23) mph ranges, gusting to twenty-five (25) to thirty-five (35) mph. Forty (40) mph winds are experienced occasionally and winds up to fifty-five (55) mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

##### (b) Impact.

Winds such as those experienced locally can and do exacerbate fires, both interior and exterior, to burn, and spread rapidly. Fires involving non-irrigated weeds, grass, brush, and fires caused by gas line ruptures can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the fire services very quickly even by relatively moderate winds. When such fires are not controlled; they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by all Contra Costa County Fire Districts on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials, buildings

with inadequately separated interior areas, or buildings lacking automatic fire protection systems, proper gas shut-off devices or proper electrical systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

More restrictive electric vehicle charging standards would not have a negative impact on the wind conditions within the County.

## II. Necessity of more restrictive standards

Because of the conditions described above, the Contra Costa County Board of Supervisors found and the Town Council of Moraga finds that there are hazards unique to Contra Costa County and the Town of Moraga that require more restrictive structural and design load requirements, and energy and waste management policies set forth in Ordinance No. 2025-19.

## III. Assembly Bill 130 Findings

In addition to the requirement that modifications and changes be reasonably necessary because of local climatic, geological, or topographical conditions, Assembly Bill 130 imposed additional limitations to modifications and changes that impact residential units. After October 1, 2025, a local jurisdiction may not make any modification or change to these codes that is applicable to residential units, except under specifically enumerated conditions. (Health & Saf. Code, § 17958.5(c).) The enumerated conditions that permit a local jurisdiction to make a modification or change affecting residential units include but are not limited to: (i) the change or modification is substantially equivalent to a change or modification that was in effect as of September 30, 2025 (Health & Saf. Code, § 17958.5(c)(1)), and (ii) the change or modification relates to home hardening (Health & Saf. Code, § 17958.5(c)(3)).

With one exception, each of the modifications applicable to residential units included in Ordinance No. 2025-19 were also included in Ordinance No. 2022-35, Contra Costa County's adoption of the 2022 California Building Code with local amendments. The Contra Costa County Board of Supervisors adopted Ordinance No. 2022-35 on November 8, 2022, and the County's adopted 2022 California Building Code with local amendments was effective on January 1, 2023. According, the modifications applicable to residential units included in Ordinance No. 2025-19, with one exception, are permitted under AB130 because they are substantially similar to modifications that were in effect in Contra Costa County as of September 30, 2025.

Ordinance No. 2025-19 modifies Section 1405.2 of the California Building Code (§ 74-4.002(c)), to require that wood shakes or shingles used for exterior wall covering to be fire treated. Ordinance No. 2022-35 also included this modification but included an exception for when the exterior wall was at least 10 feet from the property line or faced a street. Thus, the modification in Ordinance No. 2025-19 is more restrictive than the modification previously in effect in Contra Costa County.

Nevertheless, Ordinance No. 2025-19's modification to Section 1405.2 is permitted under AB130 because it relates to home hardening as it further protects the subject residential unit from fire and inhibits the spread of fire to surrounding residential units.

Because of the conditions described above, the Contra Costa County Board of Supervisors found and the Town Council of Moraga finds that there are building and fire hazards unique to Contra Costa County and the Town of Moraga that require more restrictive structural and design load requirements, and energy and waste management policies set forth in Ordinance No. 2025-19.

**SECTION 3. REPEAL AND REPLACE:** Moraga Municipal Code Section 15.04 – “Buildings and Construction” within Title 15 is deleted in its entirety and replaced with the following:

**“Title 15 - BUILDINGS AND CONSTRUCTION**

**CHAPTER 15.04 - BUILDING CODES**

**15.04.010 - Adoption of portions of the Contra Costa County Ordinance Code.**

The following portions of the Ordinance Code of Contra Costa County, California are adopted by reference under the authority of Sections 50020-50022.9 of the California Government Code:

The provisions of County Ordinance 2025-19, approved by the Contra Costa County Board of Supervisors on November 4, 2025, adopting the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code and the 2025 California Green Building Standards Code with changes, additions and deletions to the County Ordinance Code Sections as listed in Section II through Section IX of said County Ordinance, with the exception of the following: Section III subsections 301.1.1 (Additions and Alterations) and 301.3.2 (Waste Diversion) of the 2025 California Green Building Standards Code (CGBSC) Chapter 3; section 4.408.1 of the CGBSC Chapter 4 (Construction Waste Management); section 4.408.2 of the CGBSC Chapter 4 (Construction Waste Management Plan); section 4.408.5 of the CGBSC Chapter 4 (Waste Management Plan Documentation); section 5.408.1 of the CGBSC Chapter 5 (Nonresidential Construction Waste Management); section 5.408.1.1 of the CGBSC Chapter 5 (Nonresidential Construction Waste Management Plan), and section 5.408.1.4 (Nonresidential Waste Management Plan Documentation). The ordinance from which this chapter derives is adopted pursuant to Health and Safety Code Sections 17922, 17958, 17958.5, and 17958.7, and Government Code Sections 50020 through 50022.10.

**15.04.020 - Amendment to Section 4.410 of the California Green Building Standards Code (aka CalGreen).**

1. The maintenance and operations manuals for new buildings required under CalGreen Section 4.410 shall be provided as computer files on a suitable digital storage format, such as CDs, DVDs or flash drives and in a commonly used file format, such as Adobe pdf. The organization of the maintenance and operations manual shall follow the sample standard format from the State Department of Housing and Community Development.
2. Nothing in this Code shall prohibit the town from imposing stricter standards than those set forth in the mandatory requirements of CalGreen.

**15.04.030 - Amendment to adopted portions of the Contra Costa County Ordinance Code relating to drainage.**

Adopted by reference in Section II of this section, Contra Costa County Ordinance Code Section 74-6.004, Drainage Facility Requirements, is amended by changing subsection (c) to read as follows:

"(c) Drainage of water from swimming pools and similar improvements (but not waste from water treatment facilities) shall be conveyed in accordance with the requirements of the NPDES Municipal Stormwater Permit for the Contra Costa Clean Water Program."

**15.04.040 - References to officials and offices.**

In the Ordinance Code of Contra Costa County and each of the statewide codes adopted by reference, a reference to "board of supervisors" means the town council of the town of Moraga, and a reference to an office, official title or other designation means the office, official title or designation in the governmental structure of the town, or if there is none, the official or titleholder in the town who performs the function of the duty referred to."

**SECTION 4: PUBLICATION.**

The Town Clerk shall cause this Ordinance to be published in accordance with State Law.

**SECTION 5: SEVERABILITY**

The Town Council hereby declares that every section, paragraph, sentence, clause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses, or phrases.

**SECTION 6: EFFECTIVE DATE**

This Ordinance shall be effective thirty days after the ordinance is adopted.

The foregoing Ordinance first reading was introduced at a regular meeting of the Town Council of the Town of Moraga held on November 12, 2025, and is scheduled to be adopted and ordered published at a regular meeting of the Town Council on January 14, 2026, by the following vote:

**CONTRA COSTA COUNTY**  
**FINDINGS IN SUPPORT OF CHANGES, ADDITIONS, AND DELETIONS**  
**TO STATEWIDE BUILDING STANDARDS CODE**

The California Building Standards Commission has adopted and published the 2025 Building Standards Code, which is comprised of the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Existing, and Green Building Standards Codes. These codes are enforced in Contra Costa County by the Building Inspection Division of the Department of Conservation and Development.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. For amendments to the California Green Building Standards Code, local climatic, geological, and topographical conditions include local environmental conditions.

Ordinance No. 2025-19 adopts the statewide codes and amends them to address local conditions. Pursuant to Health and Safety Code section 17958.7, the Contra Costa County Board of Supervisors finds that the more restrictive standards contained in Ordinance No. 2025-19 are reasonably necessary because of the local climatic, geological, and topographic conditions that are described below.

I. Local Conditions

A. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is mapped as Seismic Design Categories D and E, indicating very high risk for earthquakes. Buildings and other structures in these zones can experience major seismic damage. Contra Costa County is near numerous earthquake faults including the San Andreas Fault, and all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults.

(b) Impact

A major earthquake could severely restrict the response of Contra Costa County Fire Districts and their capability to control fires. When buildings not equipped with earthquake structural support move off their foundations, gas pipes may rupture. Fires may develop from line ruptures and spread from house to house, causing an extreme demand for fire protection resources. The proximity of large areas within the County to fault traces necessitates adopting stricter structural construction standards.

## 2. Soils

### (a) Conditions

The area is replete with various soils, many of which are expansive. Many areas have landslide prone soils, and some areas are potentially liquefiable during severe seismic shaking.

Throughout Contra Costa County, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percentage of slope, many exceeding 20%. Several of these roads extend up through the winding passageways in the hills providing access to remote housing subdivisions. Most of these roads are private with no established maintenance program.

### (b) Impact

During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be unpassable preventing fire protection resources from reaching fires caused by gas line ruptures or other sources.

## 3. Topographic

### (a) Conditions

#### i. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations 6 to 8 months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in those developed and developing areas of the County. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress fire district resources.

#### ii. Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit feasible response routes for Fire District resources in and to District areas.

#### iii. Buildings, Landscaping, and Terrain

Many buildings and building complexes have building access and landscaping features and designs which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width, and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Access problems often severely delay fire and smoke control efforts. In existing structures where

pitched roofs have been built over an existing roof, smoke detectors should be required to warn residents of smoke and fire before the arrival of fire personnel.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the County fire resources. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Most earthquake fires are caused by natural gas line ruptures. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur.

Other variables may intensify the situation:

- The extent of damage to the water system.
- The extent of isolation due to bridge and/or freeway overpass collapse.
- The extent of roadway damage and/or amount of debris blocking the roadways.
- Climatic condition (hot, dry weather with high winds).
- Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
- The availability of timely mutual aid or military assistance.
- The large portion of dwellings with wood shake or shingle coverings (both on the roof diaphragm and sides of the dwellings) could result in conflagrations.
- The large number of dwellings that slip off their foundations and rupture gas lines and electrical systems resulting in further conflagrations.

More restrictive electric vehicle charging standards, construction and demolition waste recovery requirements, and building electrification requirements would not impact the availability of the County's fire or public safety resources.

B. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April, and 4% from May through September. May through September is a dry 5-month period each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45 to 65% during spring, summer, and fall, and from 60 to 90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush and weeds, which are

often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely. Gas fires due to gas line ruptures can also spark and engulf a single-family residence during these dry periods.

Because of dryness, a rapidly burning gas fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks or embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

## 2. Greenhouse Gas Emissions

### (a) Conditions

The California Air Resources Board has collected information on emissions from air pollution sources since 1969. This information is periodically compiled by State and local air pollution control agencies to create regional and statewide greenhouse gas emissions inventories. The California greenhouse gas emissions inventory maintains information on various air pollution sources and identifies “transportation” (all on-road vehicles such as automobiles and trucks, and off-road vehicles such as trains, ships, aircraft, and farm equipment) as a primary pollution source. According to the 2020-2022 statewide inventory (2024 Edition), the transportation sector remains the largest source of greenhouse gas emissions, accounting for 37.7% of the total greenhouse gas emissions. Emissions from waste, comprising 2.2% of the total greenhouse gas emissions, have grown by 14.1% since 2000, and 96% of that amount is landfill emissions. California adopted land use and transportation policies and mandatory recycling laws to help reduce greenhouse gas emissions by promoting the use of renewable energy sources and reducing landfill disposal.

On November 5, 2024, Contra Costa County adopted its 2045 General Plan and 2024 Contra Costa County Climate Action and Adaptation Plan (CAAP). An updated local greenhouse gas emission inventory was included as part of the 2024 CAAP. For the purpose of reducing greenhouse gas emissions, the C2024 CAAP contains 29 climate action strategies, 11 of which directly result in greenhouse gas emission reductions. These strategies include, among other things, actions to support limiting the amount of waste disposal in landfills, actions to increase the installation of electric vehicle charging stations for all vehicle types as well as actions to increase the use of zero-emission vehicles throughout unincorporated Contra Costa County.

### (b) Impact

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would be consistent with the intent of State legislation and County requirements to aggressively implement energy and waste policies designed to ensure success in meeting their greenhouse gas emission reduction goals.

3. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 75° to 90° range, with average maximums of 105° F in some areas of unincorporated Contra Costa County.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building, wildland fires, and fires caused by gas line ruptures.

Another impact from high temperatures is that combustible building material and non- irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more fire resources to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire Districts in Contra Costa County. The change of temperatures throughout the County between very low and extreme highs contributes to a voltage drop in conductors used for power pole lines. This necessitates that voltage drops be considered.

More restrictive electric vehicle charging standards, construction and demolition waste recovery requirements, and building electrification requirements would not have a negative impact on the temperature conditions within the County.

4. Winds

(a) Conditions

Prevailing winds in many parts of Contra Costa County are from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities can reach 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry condition.

(b) Impact

Winds such as those experienced locally can and do exacerbate fires, both interior and exterior, to burn, and spread rapidly. Fires involving non-irrigated weeds, grass, brush, and fires caused by gas line ruptures can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the fire services very quickly even by relatively moderate winds. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior

water streams used by all Contra Costa County Fire Districts on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials, buildings with inadequately separated interior areas, or buildings lacking automatic fire protection systems, proper gas shut-off devices or proper electrical systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred. More restrictive electric vehicle charging standards, construction and demolition waste recovery requirements, and building electrification requirements, would not have a negative impact on the wind conditions within the County.

## II. Necessity of More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors finds that there are building and fire hazards unique to Contra Costa County that require the more restrictive fire protection, structural and design load requirements, and energy and waste management policies set forth in Ordinance No. 2025-19.

### A. The ordinance amends the 2025 California Building Code by:

1. Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.002(b).)
2. Requiring wood shakes or shingles used for exterior wall covering to be fire treated. (§ 74-4.002(c).)
3. Requiring special inspections for concrete compressive strength at certain foundations to be consistent with code requirements for concrete at other locations. (§ 74-4.002(d).)
4. Addressing the poor performance of plain concrete structural elements during seismic events. (§ 74-4.002(e), § 74-4.002(g), and § 74-4.002(h).)
5. Prohibiting placement of reinforcement while the concrete is in a semifluid condition thus increasing quality control during construction. Enhanced quality control is necessary because of seismic considerations. (§ 74-4.002(f).)
6. Requiring minimum strength and construction standards for slabs-on-ground. (§ 74-4.002(i).)

### B. The ordinance amends the 2025 California Residential Code by:

1. Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.004(b).)
2. Prohibiting the use of gypsum wallboard as braced wall panels in single- and two-family dwellings and accessory structures, and by limiting the use of Portland

Cement Plaster braced walls to one story single- and two-family dwellings, as these materials have performed poorly during recent California seismic events. (§74- 4.004(c) and §74-4.004(d).)

C. The ordinance amends the 2025 California Green Building Standards Code by:

1. Imposing more restrictive electric vehicle charging standards, as follows:
  - (a) For new multi-family buildings, requiring ten percent of the total number of parking spaces be equipped with fully-operational Level 2 electric vehicle supply equipment for all multi-family buildings. (§ 74-4.006(c).)
  - (b) For new non-residential buildings, other than office and retail buildings, increasing the number of designated electric vehicle parking spaces that must have fully functional charging equipment. (§ 74-4.006(h).)
2. Imposing more restrictive construction waste reduction, disposal, and recycling standards consistent with those presently enforced in the County as follows:
  - (a) Imposing the mandatory restrictions from Chapter 4 of the 2025 CGBSC on certain projects for existing residential buildings, including:
    - i. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more. (§ 74-4.006(a).)
    - ii. Projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area. (§ 74-4.006(a).)
    - iii. Demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance. (§ 74-4.006(a) and § 74-4.006(b).)
  - (b) Eliminating the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities. (§ 74- 4.006(d).)
  - (c) Requiring measuring of all generated debris to ensure that at least 65% is diverted from landfills. (§ 74-4.006(g) and § 74-4.006(l).)
  - (d) Requiring more comprehensive documentation for construction waste management be provided to the enforcing agency and making submittal of the same a prerequisite for scheduling final inspections. (§ 74-4.006(e) and § 74-4.006(j).)

D. The amendments to the 2025 California Existing Building Code are not substantive in nature and are limited to administrative provisions for the use and enforcement of this Code, and to be consistent with the administrative provisions of the statewide codes as amended.

### III. Assembly Bill 130 Findings

In addition to the requirement that modifications and changes be reasonably necessary because of local climatic, geological, or topographical conditions, Assembly Bill 130 imposed additional limitations to modifications and changes that impact residential units.

After October 1, 2025, a local jurisdiction may not make any modification or change to these codes that is applicable to residential units, except under specifically enumerated conditions. (Health & Saf. Code, § 17958.5(c).) The enumerated conditions that permit a local jurisdiction to make a modification or change affecting residential units include but are not limited to: (i) the change or modification is substantially equivalent to a change or modification that was in effect as of September 30, 2025 (Health & Saf. Code, § 17958.5(c)(1)), and (ii) the change or modification relates to home hardening (Health & Saf. Code, § 17958.5(c)(3)).

With one exception, each of the modifications applicable to residential units included in Ordinance No. 2025-19 were also included in Ordinance No. 2022-35, Contra Costa County's adoption of the 2022 California Building Code with local amendments. The Contra Costa County Board of Supervisors adopted Ordinance No. 2022-35 on November 8, 2022, and the County's adopted 2022 California Building Code with local amendments was effective on January 1, 2023. Accordingly, the modifications applicable to residential units included in Ordinance No. 2025-19, with one exception, are permitted under AB130 because they are substantially similar to modifications that were in effect in Contra Costa County as of September 30, 2025.

Ordinance No. 2025-19 modifies Section 1405.2 of the California Building Code (§ 74-4.002(c)), to require that wood shakes or shingles used for exterior wall covering to be fire treated. Ordinance No. 2022-35 also included this modification, but included an exception for when the exterior wall was at least 10 feet from the property line or faced a street. Thus, the modification in Ordinance No. 2025-19 is more restrictive than the modification previously in effect in Contra Costa County. Nevertheless, Ordinance No. 2025-19's modification to Section 1405.2 is permitted under AB130 because it relates to home hardening as it further protects the subject residential unit from fire and inhibits the spread of fire to surrounding residential units.

ORDINANCE NO. 2025-19

ADOPTION OF CALIFORNIA BUILDING STANDARDS CODES

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

**SECTION I. SUMMARY.** This ordinance adopts the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, and the 2025 California Green Building Standards Code, with changes, additions, and deletions that are necessary because of local climatic, geological, or topographical conditions. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

**SECTION II.** Section 74-2.002 (Adoption) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

**74-2.002 Adoption.**

- (a) The building code of this county is the 2025 California Building Code (California Code of Regulations, Title 24, Part 2, Volumes 1 and 2), the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5), the 2025 California Energy Code (California Code of Regulations, Title 24, Part 6), the 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8), the 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10), and the 2025 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2025 California Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (c) The 2025 California Residential Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (d) The 2025 California Energy Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (e) The 2025 California Historical Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (f) The 2025 California Existing Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division
- (g) The 2025 California Green Building Standards Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (h) At least one copy of this building code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (i) As of the effective date of the ordinance from which this division is derived, the provisions of the building code are controlling and enforceable within the county. (Ords. 2025-19, § 2, 2022-35 § 2, 2022-02 § 2, 2019-31 § 2, 2016-22 § 2, 2013-24 § 2, 2011-03 § 2, 2007-54 §3, 2002-31 § 3, 99-17 § 5, 99-1, 90-100 § 5, 87-55 § 4, 80-14 § 5, 74-30.)

**SECTION III.** Chapter 74-4 (Modifications) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

**Chapter 74-4  
MODIFICATIONS**

**74-4.002 Amendments to CBC.** The 2025 California Building Code (“CBC”) is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Building Code.

- (a) CBC Chapter 1 (Administration) is amended by the provisions of Division 72 of this code and as follows:
  - (1) Sections 103 and 113 of CBC Chapter 1 are deleted.
  - (2) In Section 105.2 (Work exempt from permit) of CBC Chapter 1 (Administration), subsection 4, is amended to read:
    - 4. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.

- (3) Section 107.2.1 (Information on Construction Documents) of CBC Chapter 1 (Administration) is amended to read:

**107.2.1 Information on Construction Documents.** Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

- (4) Section 110.1 (Inspections - General) of CBC Chapter 1 (Administration) is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

- (b) Section 907.2.11.2.5.1 is added to Section 907.2.11.2.5 (Existing Group R occupancies) of CBC Chapter 9 (Fire Protection and Life Safety Systems), to read:

**907.2.11.2.5.1 Existing flat roof buildings.** In existing flat roof buildings, the installation of a smoke detector that complies with California Residential Code Section R310.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

- (c) Section 1405.2 is added to Section 1405 (Combustible materials on the exterior side of exterior walls) of CBC Chapter 14 (Exterior Walls), to read:

**1405.2 Wood shakes or shingles.** Wood shakes or shingles used for exterior wall covering shall be fire treated.

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- (d) In Section 1705.3 (Concrete construction) of CBC Chapter 17 (Special Inspections and Tests), Exception 1 is amended to read:
1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength of no greater than 2,500 pounds-per-square inch (psi) (17.2 MPa).
- (e) Section 1809.8 (Plain concrete footings) of CBC Chapter 18 (Soils and Foundations) is deleted.
- (f) Section 1810.3.9.3 (Placement of reinforcement) of CBC Chapter 18 (Soils and Foundations) is amended by deleting Exception 3.
- (g) Section 1905.6.2 (Seismic design categories C, D, E, and F) of CBC Chapter 19 (Concrete) is amended to read:
- 1905.6.2 Seismic design categories C, D, E, and F.** Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:
1. Reserved.
  2. Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.
  3. Reserved.
- (h) Section 1906 (Footings for light-frame construction) of CBC Chapter 19 (Concrete) is deleted.
- (i) Section 1907.5 (Minimum Slab Provisions – General) is added to Section 1907 (Slabs-On-Ground) of CBC Chapter 19 (Concrete), to read:
- Section 1907.5 Minimum Slab Provisions – General.** Slabs shall have a minimum reinforcement of 6-inch by 6-inch, 10-gauge wire mesh or equal at mid-height of the slab.
- (j) Appendix C, Appendix I, and Appendix P of the CBC are incorporated into the County building code. (Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3, 2007-54 § 4, 2002-31 § 3, 99- 17 § 6, 99-1, 90-100 § 6, 87-55 § 5, 80-14 § 6, 74-30 § 1.)

**74-4.004 Amendments to CRC.** The 2025 California Residential Code (“CRC”) is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Residential Code.

(a) CRC Chapter 1 (Administration) is amended by the provisions of Division 72 of this code and as follows:

(1) Sections R103 and R112 of CRC Chapter 1 are deleted.

(2) In Section R105.2 (Work exempt from permit) of CRC Chapter 1 (Administration), subsection 3 is amended to read:

3. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.

(3) Section R106.1.1 (Information on Construction Documents) of CRC Chapter 1 (Administration) is amended to read:

**106.1.1 Information on Construction Documents.** Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(4) Section R109.1.1 (Foundation inspection) of CRC Chapter 1 (Administration) is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This

requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

- (b) Section R310.8.1.1 is added to Section R310.8 (Existing Group R-3 occupancies) of CRC Chapter 3 (Building Planning), to read:

**R310.8.1.1 Existing flat roof buildings.** In existing flat roof buildings, the installation of a smoke detector that complies with Section R310.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

- (c) Section R602.10.3(3) (Bracing Requirements Based on Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

- (1) The title of Table R602.10.3(3) is amended to read:

TABLE R602.10.3(3)<sup>i</sup>

- (2) Footnote “i” is added to Table R602.10.3(3), to read:

- i. Method GB is not permitted and the use of Method PCP is limited to one-story dwellings and accessory structures.

- (d) Section R602.10.4.5 (Limits on methods GP and PCP) is added to Section R602.10.4 (Construction methods for braced wall panels) of CRC Chapter 6 (Wall Construction), to read:

**R602.10.4.5 Limits on methods GB and PCP.** Method GB is not permitted, but gypsum board is permitted to be installed on the opposite side of the studs from other types of braced wall panel sheathing. The use of Method PCP is limited to one-story dwellings and accessory structures.

- (e) Appendix BB, Appendix BF, Appendix BJ, and Appendix CI of the CRC are incorporated into the County building code. (Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3.)

**74-4.006 Amendments to CGBSC.** The 2025 California Green Building Standards Code ("CGBSC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Green Building Standards Code.

- (a) Section 301.1.1 (Additions and alterations) of CGBSC Chapter 3 (Green Building) is amended by adding the following to the end of that section:

The mandatory provisions of Section 4.408 shall apply to the following types of construction or demolition projects for existing residential buildings:

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1. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.
2. Alterations to existing structures impacting 5,000 square feet or more of total combined conditioned and unconditioned building area.
3. Demolition projects when a demolition permit is required.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

For the purposes of determining whether a project meets the 5,000 square-foot threshold, the enforcing agency may deem all phases of a project and all related projects taking place on a single parcel, or on two or more adjoining parcel(s), as a single project.

- (b) Section 301.3.2 (Waste diversion) of CGBSC Chapter 3 (Green Building) is amended to read:

**Section 301.3.2 Waste diversion.** The requirements of Section 5.408 shall be required for additions, alterations, and demolition whenever a permit is required for work.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

- (c) Section 4.106.4.2.2 (Multifamily Dwellings) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended by adding subsection (2)(d) to the end of that section, to read:

d. **EV Chargers.** Notwithstanding anything in this section to the contrary, at least ten (10) percent of the total number of parking spaces shall be equipped with fully-operational Level 2 EVSE.

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- (d) Section 4.408.1 (Construction waste management) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

**Section 4.408.1 Construction waste management.** Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.2.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

- (e) Section 4.408.2 (Construction waste management plan) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

**Section 4.408.2 Construction waste management plan.** Submit a construction waste management plan for the project in conformance with Items 1 through 5 prior to issuance of a building permit. The construction waste management plan shall be updated as necessary, subject to approval by the enforcing agency. The approved plan, and any updates, shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements

for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales, or not practical due to materials being reused on-site or elsewhere, or not practical due to other considerations, and upon approval by the enforcing agency, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

- (f) Section 4.408.3 (Waste management company) of CGBSC Chapter 4 (Residential Mandatory Measures) is deleted.
- (g) Section 4.408.5 (Documentation) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

**Section 4.408.5 Documentation.** A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 4.408.1, Section 4.408.2, Items 1 through 5, and, when applicable, Section 4.408.4 or Section 4.408.4.1, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity, by weight, of each material type diverted or disposed, consistent with the requirements of Section 4.408.2, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose of waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 4.408.4 or Section 4.408.4.1, documentation of the quantity, by weight, of each material type disposed of and the total combined weight of construction and demolition waste disposed in landfills as a result of the project, the corresponding pounds disposed per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

- (h) Table 5.106.5.3.1 (EV Capable Spaces and EVCS) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

TABLE 5.106.5.3.1 – EV CAPABLE SPACES AND EVCS

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	OTHER THAN OFFICE AND RETAIL NUMBER OF REQUIRED EVCS <sup>2,3</sup>	OFFICE AND RETAIL NUMBER OF REQUIRED EVCS <sup>2,3</sup>
1-9	0	0	0
10-25	4	3	3
26-50	8	5	6
51-75	13	8	8
76-100	17	10	13
101-150	25	15	19
151-200	35	20	26
201 and over	20 percent of EV capable spaces <sup>1</sup>	50 percent of EV capable spaces <sup>1</sup>	75 percent of EV capable spaces <sup>1</sup>

1. Calculation for spaces shall be rounded up to the nearest whole number.
2. Each EVCS shall reduce the number of required EV capable spaces by the same number.
3. At least one Level 2 EVSE shall be provided.

- (i) Section 5.408.1 (Construction waste management) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

**Section 5.408.1 Construction waste management.** Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist.

- (j) Section 5.408.1.1 (Construction waste management plan) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

**Section 5.408.1.1 Construction waste management plan.** Submit a construction waste management plan for the project in conformance with Items 1 through 5 prior to issuance of a building permit. The construction waste

management plan shall be updated as necessary, subject to approval by the enforcing agency. The approved plan, and any updates, shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales, or not practical due to materials being reused on-site or elsewhere, or not practical due to other considerations, and upon approval by the enforcing agency, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

(k) Section 5.408.1.2 (Waste management company) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.

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- (1) Section 5.408.1.4 (Documentation) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

**Section 5.408.1.4 Documentation.** A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 5.408.1, Section 5.408.1.1, Items 1 through 5, and, when applicable, Section 5.408.1.3, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but may not necessarily be limited to, the following:

1. Documentation of the quantity, by weight, of each material type diverted or disposed, consistent with the requirements of Section 5.408.1.1, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose of waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 5.408.1.3, documentation of the quantity, by weight, of each new construction material type disposed and the total combined weight of new construction waste disposed as a result of the project, the corresponding pounds of new construction disposal per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose of waste generated by the project that substantiate the amounts specified on the construction waste management final report.

(Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3, 2015-22 § 2.)

**74-4.008 Amendments to CEBC.** The 2025 California Existing Building Code (“CEBC”) is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Existing Building Code

- (a) CEBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:

- (1) Sections 103 and 112 of CEBC Chapter 1 (Scope and Administration) are deleted.
- (2) Section 106.1 (Construction Documents - General) of CEBC Chapter 1 (Scope and Administration) is amended by deleting the exception.
- (3) Section 106.2.1 (Construction documents) of CEBC Chapter 1 (Scope and Administration) is amended to read:

**106.2.1 Construction documents.** Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic

media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all applicable laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and for the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the tops and toes of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3.)

**74-4.010 Reserved.**

(Ords. 2025-19 § 3, 2022-35 § 3, 2022-02 § 3.)

**SECTION IV.** Section 76-2.002 (Adoption) of Division 76 (Electrical Code) of the County Ordinance Code is amended to read:

**76-2.002 Adoption.**

- (a) The electrical code of this county is the 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3) (“CEC”), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2025 California Electrical Code, with the changes, additions, and deletions set forth in Chapter 76-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (c) At least one copy of this electrical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the electrical code are controlling and enforceable within the county.  
(Ords. 2025-19 § 4, 2022-35 § 4, 2019-31 § 4, 2016-22 § 4, 2013-24 § 4, 2011-03 § 4, 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 79-67, 76-24.)

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**SECTION V.** Section 78-2.002 (Adoption) of Division 78 (Plumbing Code) of the County Ordinance Code is amended to read:

**78-2.002 Adoption.**

- (a) The plumbing code of this county is the 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2025 California Plumbing Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.
- (c) At least one copy of this plumbing code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the plumbing code are controlling and enforceable within the county. (Ords. 2025-19 § 5, 2022-35 § 5, 2019-31 § 5, 2016-22 § 6, 2013-24 § 5, 2011-03 § 5, 2007-54 § 6, 2002-31 § 5, 99-17 § 12, 74-29.)

**SECTION VI.** Section 710-2.002 (Adoption) of Division 710 (Mechanical Code) of the County Ordinance Code is amended to read:

**710-2.002 Adoption.**

- (a) The mechanical code of this county is the 2025 California Mechanical Code (California Code of Regulations, Title 24, Part 4), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2025 California Mechanical Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.
- (c) At least one copy of this mechanical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the mechanical code are controlling and enforceable within the county. (Ords. 2025-19 § 6, 2022-35 § 6, 2019-31 § 6, 2016-22 § 7, 2013-24 § 6, 2011-03 § 6, 2007-54 § 7, 2002-31 § 6, 99-17 § 13, 88-91 § 5, 74-31.)

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**SECTION VII.** Section 72-6.212 of the County Ordinance Code is amended to read:

**72-6.212 Expiration of permit.**

- (a) A permit issued by the county building official becomes void if either of the following occur:
  - (1) The work authorized by the permit is not commenced within 12 months after the permit issuance date. Evidence that work has commenced consists of at least one approved inspection.
  - (2) The work authorized by the permit is suspended or abandoned for a period of 12 consecutive months after the work is commenced. Work is deemed suspended or abandoned for a period of 12 consecutive months if no approved inspection occurs during that time.
- (b) A permittee holding an unexpired permit may apply to the county building official for a permit extension. Upon written request by the permittee demonstrating justifiable cause for the delay, the county building official may grant one or more extensions of time for additional periods not exceeding 180 days per each extension.
- (c) Once a permit becomes void, a new permit must be obtained before any work is commenced or recommenced, and a new permit fee must be paid. (Ords. 2025-19 § 7, 2022-35 § 7, 2019-31 § 7, 2007-54 § 2, 2002-31 § 2, 99-1 § 5, 87-55 § 3, 80-14 § 3, 74-32 § 2, 71-32 § 1, 67-70 § 3: prior code § 7106: Ord. 1372 § 5H).

**SECTION VIII. VALIDITY.** The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence, or word of this ordinance or of the 2025 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Energy Code, Historical Building Code, Existing Building Code, or Green Building Code, as adopted and amended herein, is declared for any reason to be invalid by a court, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination herefrom of any portion or provision as may be declared invalid by a court.

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**SECTION IX. EFFECTIVE AND OPERATIVE DATES.** This ordinance becomes effective 30 days after passage. This ordinance becomes operative January 1, 2026, or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

PASSED on \_\_\_\_\_, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: MONICA NINO,  
Clerk of the Board of Supervisors  
and County Administrator

\_\_\_\_\_  
Board Chair

By: \_\_\_\_\_  
Deputy

[SEAL]



Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor & Councilmembers**  
**From: Katie Bruner, Administrative Services Director**  
**Subject: Allocation of FY 2024-25 General Purpose Fund Unassigned Fund Balance**

**RECOMMENDATION**

Adopt a resolution allocating the FY 2024-25 General Purpose Fund unassigned fund balance.

**BACKGROUND**

Pursuant to the Town's General Fund Reserve Policy, the Town is required to maintain a reserve equal to 50% of the General Purpose Fund's adopted total budget appropriation. This policy also allows for year-end net revenues/expenditure savings that exceed the 50% reserve target to be allocated to one-time uses upon recommendation of the Town Manager and approval of the Town Council. Please refer to Attachment B (Resolution 12-2025) for a copy of this policy.

FY 2024-25 concluded on June 30, 2025. Since this time, Town staff have worked with the Town's outside financial auditor to prepare the Annual Comprehensive Financial Report (ACFR) which details the financial operations and net position of the Town. As part of this process, the year-end balance for General Purpose Fund, including any "unassigned" balance, has been identified.

The Audit and Finance Committee (AFC) reviewed and supported the recommendations for the allocation of the FY 2024-25 unassigned fund balance on December 2, 2025.

**DISCUSSION**

*FY 2024-25 General Purpose Fund Year-End Fund Balance:*

The Town's auditor confirmed a total year-end General Purpose fund balance of \$7,527,773 as of June 30, 2025. Of this total, \$6,824,996 is the Town's General Fund reserve, and \$367,873 is designated as "unassigned fund balance."

As contained in the ACFR, operating revenues and “transfers in” totaled \$12,568,667, while operating expenditures and “transfers out” totaled \$13,380,660 resulting in a decrease in General Fund balance of \$811,993 from FY 2023-24. This decrease in fund balance included the following two General Fund transfers which were authorized by Town Council on

March 12, 2025:

- \$1,000,000 General Fund transfer to the Asset Replacement Fund.
- \$500,000 General Fund transfer to the Town’s Section 115 Pension Trust.

Please refer to Attachment C for the FY 2024-25 General Fund Combining Balance Sheet, and Attachment D for an overview of the FY 2024-25 General Fund Combining Schedules of Revenues, Expenditures, and Changes in Fund Balance. Both attachments are from the Town’s FY 2024-25 ACFR, which was accepted by Town Council on December 10, 2025.

*Proposed Allocation of FY 2024-25 General Fund Unassigned Fund Balance:*

Staff recommends allocating the \$367,873 Unassigned Fund Balance as follows:

1. Revenue Study -- \$125,000

The Town’s Ten-year General Fund Financial Forecast, which was presented to Town Council March 12, 2025, projected a future structural deficit. While the adopted FY 2025-26 and FY 2026-27 budget reflect both years remaining balanced, future recurring revenues beyond 2027 are projected to not keep up with recurring expenditures.

In keeping with the direction to remain financially sustainable, as articulated in Town Council’s Five Broad Goals and Top Ten Priorities (Priority #2 in particular), staff recommends hiring a consultant to prepare a revenue study to identify options for both capital improvement projects and operating revenue streams to avoid future structural deficits. In particular, this study will review the Town’s landscaping and lighting district, Palos Colorados Developer Fund, potential Transient Occupancy Tax, grant funding, and other revenue opportunities.

2. Asset Replacement -- \$107,873

The Town’s Asset Replacement Fund is used to both fund maintenance and improvement projects to Town facilities, and replace capital equipment, including vehicles and technology equipment. To facilitate Town Council’s goal of maintaining the Town’s infrastructure, facilities, and assets, staff recommends transferring the remaining unassigned fund balance to the Asset Replacement Fund.

3. Economic Development Consultant -- \$75,000

To help facilitate Town Council’s goal and top priority to encourage commercial landowners and businesses to develop their underutilized properties such as the Rheem Shopping Center, Moraga Center, and other commercial corridors, staff recommends hiring an economic development and land use consultant. Part of this effort will include an analysis and identification of in-fill and mixed-use development opportunities, techniques, design options, and infrastructure funding options.

4. Organizational Assessment Study -- \$60,000

Staff recommends hiring a consultant to conduct an organizational assessment of the Town's organizational structure, staffing levels, and services, in support of Town Council's goal to ensure that the Town remains financially viable and sustainable, and to support Town Council's priority to attract, retain, and develop productive Town employees. This review will identify gaps in services and develop recommendations for improved operating efficiencies, effectiveness, resource allocation, and service delivery models.

### **FISCAL IMPACT**

The General Fund Unassigned Fund Balance is \$367,873 as of June 30, 2025. Staff is recommending appropriating \$260,000 for three one-time uses (revenue study, economic development consultant, and an organizational assessment study) in the General Fund. The remaining \$107,873 is recommended to be transferred to the Asset Replacement Fund.

The Town's General Fund Reserve has a balance of \$6,824,996, which is equal to 50% of the total FY 2026-27 adopted General Fund budget appropriation.

### **CEQA COMPLIANCE**

Allocating of the FY 2024-25 General Purpose Fund Unassigned Fund Balance 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, or
2. Do not adopt the resolution and provide direction to staff.

### **NEXT STEPS**

Upon adoption of the resolution, staff will transfer funds to the Asset Replacement Fund and will bring forward proposed contracts for a revenue study, economic development consultant, and organization assessment to Town Council for approval.

### **ATTACHMENTS**

[Attachment A - Draft Resolution - Allocation of FY 24-25 GF Unassigned Fund Balance.docx](#)

[Attachment B - Resolution 12-2025 - General Fund Reserve Policy Update.pdf](#)

[Attachment C - FY2024-25 General Fund Combining Balance Sheet.pdf](#)

[Attachment D - FY2024-25 General Fund Combining Schedule of Revenues & Expenditures.pdf](#)

**TOWN OF MORAGA  
TOWN COUNCIL**

**RESOLUTION NO. xx-2026**

**ALLOCATION OF FISCAL YEAR 2024-25 GENERAL PURPOSE FUND  
UNASSIGNED FUND BALANCE**

**WHEREAS**, the Town Council established the Town's General Purpose Fund Reserve Policy of Fifty Percent (50%) of General Fund expenditures in 2009;

**WHEREAS**, the Town Council amended the Reserve Policy to transfer any additional net surplus at each fiscal year end one-time uses as approved by Town Council via Resolution 12-2025;

**WHEREAS**, the Town's audited financial statements for FY 2024-25 confirm a General Fund Reserve balance of \$6,824,996, which is equal to 50% of the Adopted FY 2026-27 General Fund budget appropriation;

**WHEREAS**, the Town's audited financial statements for FY 2024-25 confirm an available unassigned fund balance of \$367,873 as of June 30, 2025; and

**WHEREAS**, The Town's Audit and Finance Committee recommended, at its meeting held on December 2, 2025, allocation of the FY 2024-25 General Purpose Fund unassigned fund balance to one time uses and the Asset Replacement Fund.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Moraga authorizes the allocation of the \$367,873 FY 2024-25 General Purpose Fund unassigned fund balance as follows:

1. \$125,000 for a revenue study;
2. \$107,873 transfer to the Asset Replacement Fund;
3. \$75,000 for an economic development consultant;
4. \$60,000 for an organizational assessment.

**BE IT FURTHER RESOLVED** the Town Manager or their designee is hereby authorized and directed to take all actions necessary and proper to implement this resolution.

TOWN OF MORAGA  
TOWN COUNCIL

RESOLUTION NO. 12-2025

UPDATING THE TOWN'S GENERAL FUND RESERVE POLICY AND THE  
ALLOCATION OF FISCAL YEAR 2023-24 GENERAL FUND UNASSIGNED FUND  
BALANCE

**WHEREAS**, the Town Council established the Town's General Purpose Fund Reserve Policy of Fifty Percent (50%) of General Fund expenditures in 2009;

**WHEREAS**, the Town Council amended such policy to transfer any additional net surplus at each fiscal year end to the Town's Asset Replacement Fund via Resolution 5-2015;

**WHEREAS**, the Town desires to achieve and maintain a General Fund Reserve equal to fifty percent (50%) of operating expenditures (50% Reserve Policy);

**WHEREAS**, Resolution 83-2014 resolved that the General Fund Reserve may be used in the event of an economic hardship and/or natural disaster to temporarily support ongoing operating expenditures in order for the Town to continue providing services;

**WHEREAS**, Resolution 24-2011 adopted Fund Balance Reporting and Governmental Fund Type Definitions as required under the Governmental Accounting Standards Board (GASB) Statement No.54;

**WHEREAS**, the Town desires to allocate year-end surpluses to one-time funding needs;

**WHEREAS**, the Town projects a required 50% reserve requirement of \$6.44 million at the end of Fiscal Year (FY) 2024-25;

**WHEREAS**, the Town projects an available unassigned fund balance in excess of the Town's 50% Reserve Policy of \$1.9 million at the end of FY 2024-25;

**WHEREAS**, the Town's Audit and Finance Committee (AFC) recommended at its meeting held on March 3, 2025, changes to the Town's 50% Reserve Policy; and

**WHEREAS**, The Town's AFC recommended, at its meeting held on March 3, 2025, allocation of General Fund unassigned fund balance exceeding the Town's 50% Reserve Policy to the Town's Asset Replacement Fund and the Town's Section 115 Pension Trust;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Moraga that the General Fund Reserve shall be equal to fifty percent (50%) of General Purpose Fund operating expenditures of the current budget year.

**BE IT FURTHER RESOLVED**, that the General Fund Reserve shall be designated as a “Committed Fund Balance” designation, as established and defined under Resolution 24-2011;

**BE IT FURTHER RESOLVED**, that the General Fund Reserve may be used in the event of an economic hardship and/or natural disaster to temporarily support ongoing operating expenditures in order for the Town to continue providing services;

**BE IT FURTHER RESOLVED**, that any additional net revenues at each fiscal year end above the amount needed to satisfy the General Fund Reserve target of 50% may be allocated to one-time uses upon recommendation of the Town Manager, or designee, and approval of the Town Council;

**BE IT FURTHER RESOLVED**, that the Town Council authorizes the transfer of one million dollars (\$1,000,000) of the Fiscal Year (FY) 2023-24 General Fund unassigned fund balance to the Asset Replacement Fund (Fund 750); and

**BE IT FURTHER RESOLVED**, that the Town Council authorizes the transfer of five hundred thousand dollars (\$500,000) of the Fiscal Year (FY) 2023-24 General Fund unassigned fund balance to the Section 115 Pension Trust (Fund 605).

**PASSED AND ADOPTED** by the Town Council of the Town of Moraga at a regular meeting held on March 12, 2025 by the following vote:

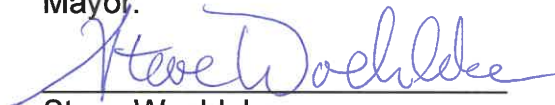
AYES: Mayor Woehleke, Councilmembers, Hillis, Dolan, Maglio and Thiel

NOES: None

ABSTAIN: None

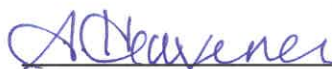
ABSENT: None

Mayor:



Steve Woehleke,  
Town of Moraga

Attest:



Amy Heavener, CMC  
Town Clerk

TOWN OF MORAGA  
GENERAL FUND  
COMBINING BALANCE SHEETS  
JUNE 30, 2025

	<u>General Purpose</u>	<u>Developer Fees</u>	<u>Deposits</u>	<u>Total</u>
<b>ASSETS</b>				
Cash and investments	\$7,184,762	\$2,785,733		\$9,970,495
Restricted cash			\$938,650	938,650
Accounts receivable	509,632			509,632
Due from other funds				
Lease receivable	3,197,603			3,197,603
	<u>3,197,603</u>	<u>                    </u>	<u>                    </u>	<u>3,197,603</u>
Total Assets	<u>\$10,891,997</u>	<u>\$2,785,733</u>	<u>\$938,650</u>	<u>\$14,616,380</u>
<b>LIABILITIES</b>				
Accounts payable and accrued expenses	\$209,390		\$23,759	\$233,149
Deposits payable			898,371	898,371
	<u>209,390</u>	<u>                    </u>	<u>922,130</u>	<u>1,131,520</u>
Total Liabilities	<u>209,390</u>	<u>                    </u>	<u>922,130</u>	<u>1,131,520</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Related to leases	3,154,834			3,154,834
	<u>3,154,834</u>	<u>                    </u>	<u>                    </u>	<u>3,154,834</u>
<b>FUND BALANCES</b>				
Nonspendable				
Restricted			16,520	16,520
Committed	6,824,996	\$2,785,733		9,610,729
Assigned	334,904			334,904
Unassigned	367,873			367,873
	<u>7,527,773</u>	<u>2,785,733</u>	<u>16,520</u>	<u>10,330,026</u>
Total Fund Balances	<u>7,527,773</u>	<u>2,785,733</u>	<u>16,520</u>	<u>10,330,026</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balances	<u>\$10,891,997</u>	<u>\$2,785,733</u>	<u>\$938,650</u>	<u>\$14,616,380</u>

TOWN OF MORAGA  
GENERAL FUND  
COMBINING SCHEDULES OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCES  
FOR THE YEAR ENDED JUNE 30, 2025

	<u>General Purpose</u>	<u>Developer Fees</u>	<u>Deposits</u>	<u>Total</u>
REVENUES				
Property taxes and assessments	\$3,342,459			\$3,342,459
Property tax - in lieu	2,457,473			2,457,473
Sales and use tax	1,279,510			1,279,510
Franchise fees	975,829			975,829
Real property transfer fees	151,872			151,872
Motor vehicle license fees	27,282			27,282
Planning and permits	561,408			561,408
Interest	484,929			484,929
Property rentals	120,256			120,256
Parks and recreation	995,489			995,489
Police services	219,924			219,924
Public works services	667,546			667,546
Intergovernmental	24,500			24,500
Other revenues	292,452			292,452
	<u>11,600,929</u>			<u>11,600,929</u>
EXPENDITURES				
Current operations:				
General administration	3,344,697			3,344,697
Planning	786,520			786,520
Public safety	3,699,124			3,699,124
Public works	2,056,147			2,056,147
Parks and recreation	1,994,172			1,994,172
	<u>11,880,660</u>			<u>11,880,660</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES				
	<u>(279,731)</u>			<u>(279,731)</u>
OTHER FINANCING SOURCES (USES)				
Transfers in	967,738			967,738
Transfers out	<u>(1,500,000)</u>			<u>(1,500,000)</u>
Total Other Financing Sources (Uses)	<u>(532,262)</u>			<u>(532,262)</u>
NET CHANGE IN FUND BALANCES				
	(811,993)			(811,993)
BEGINNING FUND BALANCES				
	<u>8,339,766</u>	<u>\$2,785,733</u>	<u>\$16,520</u>	<u>11,142,019</u>
ENDING FUND BALANCES				
	<u>\$7,527,773</u>	<u>\$2,785,733</u>	<u>\$16,520</u>	<u>\$10,330,026</u>



Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**

**From: Katie Bruner, Administrative Services Director**

**Subject: Proposed Ordinance Repealing and Replacing Moraga Municipal Code Chapter 03.04 (Purchasing System) and Revised Town of Moraga Purchasing Policy**

**RECOMMENDATION**

Waive the first reading and introduce by title only an ordinance repealing and replacing Chapter 3.04 (Purchasing System) of the Moraga Municipal Code (MMC) relating to the Town's Purchases of Services, Supplies and Equipment; adopt a resolution adopting the revised Town of Moraga Purchasing Policy, to be effective March 1, 2026 and find the Ordinance and the updated Purchasing Policy Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

**BACKGROUND**

Moraga Municipal Code (MMC) Chapter 3.04 outlines the Town's purchasing system, pursuant to State Government Code sections 54201 through 54205, and establishes procedures for the purchase of services, supplies and equipment.

The Town's Purchasing Ordinance was last updated in 2019, increasing the Town Manger's spending authority from \$15,000 to \$25,000. Staff recommends updating the Purchasing Ordinance as included in Attachments A and B and adopting an updated Purchasing Policy (Attachment D).

**DISCUSSION**

*Purchasing Ordinance*

MMC Chapter 3.04 outlines the Town's current purchasing system, including purchasing authority and bidding procedures for non-public works projects. Staff recommends removing these details from MMC Chapter 3.04 and instead have the ordinance refer to a Town Purchasing Policy which shall be adopted by resolution of the Town Council.

Including details such as purchasing authority and bidding procedures within the MMC Section 3.04 requires that any change to the ordinance take effect 30 days after the 2nd reading and adoption of the ordinance, which delays recommended efficiencies and updated purchase authority. The recommended change in the ordinance maintains Town Council direction and authority over Town purchasing authority and procedures. At the same time, it will also allow for future changes to the Town’s purchasing authority and procedures to be updated through the policy only, which will result in a streamlined update process.

Purchasing Policy

The Town's Purchasing Policy was last updated in 2022. Staff is recommending the following revisions to the Policy to achieve the following objectives:

- Adjust purchasing authority threshold to reflect changes in the economy, marketplace, and the Town’s operational needs;
- Standardize procedures to promote organizational efficiency;
- Reinforce existing Town purchasing values of ethics and transparency to maintain the public’s trust; and
- Continue to encourage fair and open competition among potential contractors.

The proposed updated policy separates administrative practices from policy, allowing the Town to adapt processes as technology and organizational needs change. The updated policy also includes concise information about types of purchases and requirements, and a section on ethics to document existing standards and practices.

Purchasing Authority

The recommended policy clearly defines purchasing authority and other standards for policy enforcement, including competitive purchasing thresholds. Staff recommends a purchasing authority threshold of \$75,000 for the Town Manager, as shown in the table below.

<b>Current Purchase Authority</b>	<b>Recommended Purchase Authority</b>	<b>Approver</b>
\$0-\$10,000	\$0-\$30,000	Department Director
\$10,000-\$25,000	\$30,000 - \$75,000	Town Manager
\$25,000 +	\$75,000 +	Town Council

Purchasing limits have not been adjusted since 2019 and have do not reflect the impact of

inflation on purchasing power. Staff also surveyed the purchasing thresholds of other cities in Contra Costa County, of which nine have a spending threshold of \$60,000 or greater. Seven jurisdictions have a spending threshold of \$75,000 or greater.

\$175,000	Lafayette
\$125,000	Walnut Creek
\$100,000	Oakley, San Ramon
\$ 95,000	Concord
\$ 75,000	Pittsburg, Martinez
\$ 60,000	Clayton, Orinda
\$ 50,000	Antioch, Brentwood, Hercules, San Pablo
\$ 45,000	El Cerrito, Pinole
\$ 25,000	Danville, Pleasant Hill
\$ 10,000	Richmond

Based on this information, staff recommends adjusting the Town Manager's purchasing authority to \$75,000. This also aligns with the "Force Work" or "Negotiated Contract" limit currently set by the California Uniform Public Construction Cost Accounting Act (CUPCCA), which the Town participates in for public works contracts. Force work or negotiation contracts are projects that public agencies can perform without going through an informal or formal bid process.

Additionally, the updated Policy clarifies that the purchasing authority is the cumulative, multi-year dollar threshold (compared to annual). Therefore, purchasing thresholds at all levels were increased to account for potentially higher multi-year contract amounts.

Updating the purchasing authority and policy will modernize practices, improve transparency, and increase efficiency of the Town's purchasing practices.

### **FISCAL IMPACT**

There is no direct fiscal impact associated with this action. Purchases made by the Town must also have sufficient budget appropriation before the purchase may be executed. Town Council must approve any increases in budget appropriation outside of the budget adoption process.

### **CEQA COMPLIANCE**

The proposed Purchasing Ordinance and updated Purchasing Policy is exempt from the provisions of the California Environmental Quality Act (CEQA), under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.) because it can be seen with certainty that there is no possibility that the adoption of this Ordinance and Policy may have a significant effect on the environment since they both make administrative changes and do not specifically approve any purchase.

### **ALTERNATIVES**

1. Adopt the proposed resolution and introduce the prepared ordinance with changes; or
2. Do not adopt the proposed Resolution or introduce the prepared ordinance and provide

direction to staff.

**NEXT STEPS**

If approved, staff will return with a second reading and adoption of the updated Purchasing Ordinance on January 28, 2026. If approved, the ordinance and updated Purchasing Policy will be effective March 1, 2026.

**ATTACHMENTS**

[Attachment A - Proposed Ordinance Repealing and Replacing Chapter 3.04.docx](#)

[Attachment B - MMC Chapter 3.04 - REDLINED.docx](#)

[Attachment C - Draft Resolution - Purchasing Policy.docx](#)

[Attachment D - Draft 2026 Purchasing Policy.pdf](#)

**TOWN OF MORAGA  
TOWN COUNCIL**

**ORDINANCE NO. XX-2026**

**An Ordinance of the Town of Moraga Repealing and Replacing Moraga Municipal Code Chapter 3.04 (Purchasing System); and Finding the Ordinance Exempt from Review Pursuant to Sections 15061(b)(3) of the California Environmental Quality Act**

**The Town Council of the Town of Moraga does ordain and find that:**

**SECTION 1. CEQA**

The proposed ordinance is exempt from the California Environmental Quality Act (“CEQA”), in that the adoption of State codes and the local amendments herein described do not have the potential for causing a significant effect on the environment, pursuant to Sections 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

**SECTION 2. REPEAL AND REPLACE:** Moraga Municipal Code Chapter 3.04, “Purchasing System” within Title 3, “Revenue and Finance” is deleted in its entirety and replaced with the following:

**“Chapter 3.04 Purchasing System**

**3.04.010 Adoption of purchasing system.**

A purchasing system is adopted in order to establish efficient procedures for the purchase of services, supplies and equipment, to obtain services, supplies and equipment at the lowest possible cost commensurate with quality, and to exercise positive financial control over purchases. This chapter is adopted under Government Code Sections 54201 through 54205.

**3.04.020 Duties of town manager or designee.**

The town manager or designee shall:

- A. Purchase and contract for services (professional and non-professional), supplies and equipment required by the town in accordance with the town purchasing policy;
- B. Negotiate and recommend execution of contracts for the purchase of services, supplies and equipment;
- C. Obtain for the town the needed quality in services, supplies and equipment at the least expense to the town;
- D. Obtain as full and open competition as possible on all purchases;
- E. Prepare and recommend to the town council supplemental rules governing the purchase of services, supplies and equipment for the town as he or she considers necessary or appropriate;

- 
- F. Keep informed of current developments in the field of purchasing prices, market conditions and new products;
  - G. Prescribe and maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations;
  - H. Supervise the inspection of all supplies, equipment and services to ensure conformance with specifications or requirements;
  - I. Recommend the transfer of surplus or unused supplies and equipment between departments as needed;
  - J. Maintain a bidders' list, vendors' catalogue file and other records needed for the efficient operation of the purchasing division;
  - K. From time to time, re-examine current vendors' prices as to their competitiveness.
  - L. The Town manager or designee may sign contracts on behalf of the Town when authorized by ordinance, resolution, or other action of the Town Council.

#### **3.04.040 Purchasing procedures.**

The town manager or designee shall enter into and execute contracts for an on behalf of the town up to the authority level specified for the town manager in the town purchasing policy. The town purchasing procedures shall be set forth in the town's purchasing policy shall specify the procedures for the procurement of services (professional and non-professional), supplies and equipment required by the town and shall be adopted by resolution of the City Council. The town purchasing policy shall not apply to public projects which are subject to the procedures in Chapter 3.06.

#### **3.04.100 Reserved.**

**3.04.110 Reserved.”**

**SECTION 3: PUBLICATION.**

The Town Clerk shall cause this Ordinance to be published in accordance with State Law.

**SECTION 4: SEVERABILITY**

The Town Council hereby declares that every section, paragraph, sentence, clause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses, or phrases.

**SECTION 5: EFFECTIVE DATE**

This Ordinance shall become effective on March 1, 2026.

- MORAGA, CALIFORNIA  
Title 3 - REVENUE AND FINANCE  
Chapter 3.04 PURCHASING SYSTEM

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### ***Chapter 3.04 PURCHASING SYSTEM<sup>1</sup>***

#### **3.04.010 Adoption of purchasing system.**

A purchasing system is adopted in order to establish efficient procedures for the purchase of services, supplies and equipment, to obtain services, supplies and equipment at the lowest possible cost commensurate with quality, and to exercise positive financial control over purchases. This chapter is adopted under Government Code Sections 54201 through 54205.

(Ord. No. 231, § 2, 3-9-2011)

#### **3.04.020 Duties of town manager or designee.**

The town manager or designee shall:

- A. Purchase and contract for services (professional and non-professional), supplies and equipment required by the town in accordance with the town purchasing policy;
- B. Negotiate and recommend execution of contracts for the purchase of services, supplies and equipment;
- C. Obtain for the town the needed quality in services, supplies and equipment at the least expense to the town;
- D. Obtain as full and open competition as possible on all purchases;
- E. Prepare and recommend to the town council supplemental rules governing the purchase of services, supplies and equipment for the town as he or she considers necessary or appropriate;
- F. Keep informed of current developments in the field of purchasing prices, market conditions and new products;
- G. Prescribe and maintain such forms as reasonably necessary to the operation of this chapter and other rules and regulations;
- H. Supervise the inspection of all supplies, equipment and services to ensure conformance with specifications or requirements;
- I. Recommend the transfer of surplus or unused supplies and equipment between departments as needed;
- J. Maintain a bidders' list, vendors' catalogue file and other records needed for the efficient operation of the purchasing division;
- K. From time to time, re-examine current vendors' prices as to their competitiveness.

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<sup>1</sup>Editor's note(s)—Ord. No. 231, § 1, adopted March 9, 2011, repealed the former Chapter 3.04, §§ 3.04.010—3.04.070, and § 2 of Ord. No. 231 enacted a new Chapter 3.04 as set out herein. The former Chapter 3.04 pertained to similar subject matter and derived from prior code §§ 2-201—2-207.

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L. The Town manager or designee may sign contracts on behalf of the Town when authorized by ordinance, resolution, or other action of the Town Council.

(Ord. No. 231, § 2, 3-9-2011)

### **3.04.040 Purchasing procedures.**

The town manager or designee shall enter into and execute contracts for an on behalf of the town up to the authority level specified for the town manager in the town purchasing policy. The town purchasing procedures shall be set forth in the town's purchasing policy shall specify the procedures for the procurement of services (professional and non-professional), supplies and equipment required by the town and shall be adopted by resolution of the City Council. The town purchasing policy shall not apply to public projects which are subject to the procedures in Chapter 3.06.

### **3.04.100 Reserved.**

### **3.04.110 Inspection and testing.**

(Ord. No. 231, § 2, 3-9-2011)

**TOWN OF MORAGA  
TOWN COUNCIL**

**RESOLUTION NO. xx-2026**

**AMENDING THE TOWN'S PURCHASING POLICY**

**WHEREAS**, the Town purchasing policy was last updated on March 9, 2022, to incorporate requirements for SB 1383;

**WHEREAS**, the current spending authorization for the purchase of goods and services and professional services, except for auditing and legal services, is limited to \$25,000 without Town Council approval;

**WHEREAS**, the costs of goods and services has continued to increase since the last adjustment of the authorization limit; and

**WHEREAS**, on January 14, 2026, the Town Council during its regular meeting considered proposed amendments to the Town's Purchasing Ordinance and Purchasing Policy and desires to approve said amendments.

**NOW, THEREFORE, BE IT RESOLVED** that the Town Council of the Town of Moraga hereby finds the updated Purchasing Policy is exempt from the provisions of the California Environmental Quality Act (CEQA), under Section 15061(b)(3) of the CEQA Guidelines (14 Cal. Code Regs. 15000 et seq.) because it can be seen with certainty that there is no possibility that the adoption of this updated Policy may have a significant effect on the environment since it makes administrative changes and does not specifically approve any purchase.

**BE IT FURTHER RESOLVED**, the Town Council does hereby adopt the Town of Moraga Purchasing Policy, attached to the Staff Report for this item and on file with the Town Clerk and incorporated herein by reference, to be effective March 1, 2026.

**BE IT FURTHER RESOLVED** the Town Manager or their designee is hereby authorized and directed to take all actions necessary and proper to implement this resolution.



# TOWN OF MORAGA

## PURCHASING POLICY

### March 1, 2026

## 1. PURPOSE

This Purchasing Policy (“Policy”) has been established to achieve the following objectives:

- Establish authority and responsibility for purchasing activities conducted on behalf of the Town and ensure compliance with all applicable laws, regulations, and standards.
- Standardize procedures to promote organizational efficiency.
- Promote strong Town purchasing values of ethics and transparency to maintain the public’s trust.
- Encourage fair and open competition amongst potential contractors leading to improved public confidence in public procurement.

## 2. POLICY

The responsibility for all purchases made by the Town of Moraga is held by the Town Council. Town Council has delegated certain authority for purchases meeting requirements of this policy and with approval by the individuals identified in Section 3.0 of this policy. The Town Council has delegated certain authority for the Town Manager, or their designee, to create any necessary administrative procurement rules, regulations, and procedures necessary for the efficient operation of the purchasing function. Purchases that exceed this delegated authority must be approved by the Council.

When authorized to procure goods or services, all Town employees shall follow this policy to correctly and ethically process a procurement need and ensure the efficient use of public funds. This policy is intended to be a practical application guide to Moraga Municipal Code Chapters 3.04 and 3.06.

In the event of an emergency, the processes in this Policy shall be suspended and procurement procedures will be handled as outlined in Moraga Municipal Code Section 2.48.

### 2.1 COMPLIANCE WITH POLICY:

Failure to follow financial procedures for procurement may result in disciplinary action, loss of purchasing privileges and a personal liability for purchases.

# Town of Moraga Purchasing Policy

### 3. PURCHASING AUTHORITY

Purchasing (Signature) authority is based upon the total purchase cost of goods, equipment, supplies and materials and services (not connected with a public project), as specified herein. For goods, equipment, and materials, taxes, shipping, handling, and set-up are included in the total purchase amount. For multi-year contracts, the total multi-year cost of the agreement, including optional term extensions, are included in the purchase amount for purposes of determining who the signature/approval authority is for the purchase.

Level	Purchase Amount	Approver
1	<\$30,000	<ul style="list-style-type: none"><li>• Department Director</li></ul>
2	\$30,000-\$74,999	<ul style="list-style-type: none"><li>• Department Director and</li><li>• Town Manager</li></ul>
3	\$75,000+	<ul style="list-style-type: none"><li>• Department Director and</li><li>• Town Manager and</li><li>• Council</li></ul>

### 4. PURCHASE TYPES

#### 4.1 GOODS, EQUIPMENT, SUPPLIES, AND MATERIALS (NOT CONNECTED WITH A PUBLIC PROJECT):

Goods, equipment, supplies, or materials are purchases where the Town makes a payment to acquire the item(s). However, if the purchase is connected with a public project then the procurement must follow the procedures in section 6.

#### 4.2 SERVICES (NOT CONNECTED WITH A PUBLIC PROJECT):

Services include any professional or personal services. Certain personal services may require licensing or certification by state agencies, such as accounting, legal, or medical services. However, if the services are connected with a public project then the procurement must follow the procedures in section 6.

#### 4.3 PUBLIC PROJECTS:

Public Projects are defined by California Public Contract Code, Section 22002.c as “1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, or repair work involving any publicly owned, leased or operated facility; 2) Painting or repainting of any publicly owned, leased or operated facility; 3) In the case of a publicly owned utility system, “public project” shall include only the construction, erection, improvement or repair of dams, reservoirs, power plants and electrical transmission lines of 230,000 volts and higher.” Public projects do not include maintenance work pursuant to Public Contract Code section 22002(d). Public projects shall follow the procedures in Section 6 of this Policy relating to the California Uniform Construction Cost Accounting Act.

## Town of Moraga Purchasing Policy

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### 5. COMPETITIVE PURCHASING REQUIREMENTS

Unless otherwise exempted by this purchasing policy, the Town will use a competitive process as defined below for purchases meeting the following criteria. Purchases below the thresholds below may be purchased without a competitive bid process.

Purchase Type	Informal Bidding Threshold	Informal Method	Formal Bidding Threshold	Formal Method	Required Contract Documents
<b>Goods, Equipment, Supplies, Materials</b>	\$10,000+	Written request or documented phone request.	\$75,000+	Notice Inviting Bid	Purchase Order
<b>Services</b>	\$75,000+		\$150,000	Requests for Proposals or Quotes	Contract and/or Purchase Order
<b>Public Projects</b>	As defined by Law		As defined by Law		Contract and/or Purchase Order

#### 5.1 CIRCUMVENTING BIDDING REQUIREMENTS:

Circumventing bidding requirements is defined as intentional splitting of a purchase into two or more smaller orders for the purpose of evading a policy rule or bidding requirement. It is prohibited.

#### 5.2 AB 339 COMPLIANCE

AB 339, effective January 1, 2026, requires public agencies to give recognized employee organizations no less than 45 days written notice before issuing a request for proposals (RFP), request for quotes, or renewing or extending an existing contract to perform services that are within the scope of work of the job classifications represented by the recognized employee organization.

Departments looking to issue an RFP or gather quotes for services that may be within the scope of work within existing job classifications should discuss the services needed with the Administrative Services Director before soliciting quotes or releasing an RFP.

Exceptions to this requirement include:

1. Contracts for construction, alteration, demolition, installation, repair or maintenance work that is subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code (i.e., prevailing wage public works projects);
2. Contracts for highly specialized data or software services that directly support public works projects; or
3. Contracts for services described in CA Government Code Section 4225 or 45239.1 or that is related to the planning, design, administration, oversight, review or delivery of public works, residential, commercial, or industrial buildings, or other infrastructure projects subject to adopted uniform codes or standards.

## Town of Moraga Purchasing Policy

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### 5.3 INFORMAL BIDDING:

Informal bids shall be obtained by written or telephone request. The purchase requestor must obtain and document at least three (3) quotes. All vendors must be provided with the same information to assure quotes are for equal and comparable items. If three (3) quotes are not available, the requestor must document why.

### 5.4 FORMAL BIDDING:

The formal bid process generally consists of a written request, allowed time for response, evaluation of responses, and recommendation to the Town Council for approval of best response. Selection of the most responsive bidder depends on the formal bid process used. The three types of formal bid processes are:

- **Notice Inviting Bid (NIB):**  
A Notice Inviting Bid (NIB) procurement method may be chosen when requirements are known and the award is based primarily on price, which can include total cost of ownership. To be eligible for recommendation of award, a bid must be “responsive” and the bidder must be “responsible.”
- **Request for Proposal (RFP):**  
A Request for Proposals (RFP) is a solicitation document issued through a competitive procurement method. An RFP is used when the requirements are not clearly known, are qualitative rather than quantitative, or when the Town is looking for a solution to a problem. An RFP tends to be utilized for technical and complex procurements as proposers are encouraged to offer creative solutions that are customized to the Town’s need. A key characteristic of an RFP is the evaluation of proposals using pre-established criteria to select a proposer(s) for contract award. When an RFP is used to solicit a proposal, a proposer is selected based on a combination of price and non-price evaluation criteria.
- **Request for Qualifications (RFQ):**  
A Request for Qualifications (RFQ) uses a "qualifications-based selection." Prospective vendors submit qualifications to the Town. The Town then assesses the expertise of the competing firms based on qualifications that may include knowledge, skill, experience, and other project specific factors, rather than fees to identify the most highly qualified firm. Once selected, the Town negotiates the final project scope and fee or the Town may decide to further issue an RFP to the top-ranked respondents from the RFQ review. If the Town and most highly qualified firm cannot reach an agreement on project scope, schedule, and budget, the Town then negotiates with the next most highly qualified firm.

### 5.5 SOLE SOURCE/SINGLE SOURCE PURCHASES:

The Town provides exceptions to the competitive purchasing requirements listed above for Sole Source and Single Source opportunities.

- Sole Source is defined as having only one supplier of the product or service.

## Town of Moraga Purchasing Policy

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- Single source is defined as the Town’s strategic decision to purchase product/services from one vendor based on past competitive solicitation and weighing the benefits of using competitive procurement (for example using a single manufacturer of equipment that would allow the Town to standardize produces benefits outweighing competitive solicitation)

A sole/single source purchase may be approved if one or more of the following conditions exist:

1. Standardization or compatibility to existing Town standard or to existing equipment, inventory, systems, data, programs or service.
2. Market analysis determines only one supplier available to meet Town needs
3. Licensed or patented product with only one dealer (and the license or patent is paramount to the procurement).
4. Only one authorized service provider for current Town asset
5. Unique design and no alternatives exist

### 5.6 COOPERATIVE PURCHASING EXCEPTION:

The Town may elect to award a contract by using a cooperative purchasing process as a substitute for the competitive purchasing processes discussed above, with approval from the Town Manager or Designee.

To qualify for cooperative purchasing, the price for the item to be purchased from a third-party must have been previously established by the Federal Government, State of California, another municipal or county government, or eligible cooperative government purchasing program.

The Town may act as the cooperating purchasing agent for other public entities.

### 5.7 GRANT AND FEDERAL FUNDING PURCHASES:

Purchases involving grant or federal funding often have their own procurement requirements. Some grants may require additional terms and conditions or competitive purchasing requirements. Similarly, in the event of a disaster, federal reimbursement requirements may require competitive process not typically necessary under Town process. It is the Purchase Requestor’s responsibility to understand all requirements to receive funding. In the event of a conflict between the Town’s policies and any required by external funding, the Town is required to follow both.

### 5.8 PURCHASE REQUISITIONS:

A Purchase Requestion is an official document used to commit the Town for a purchase transaction with a vendor. It identifies terms and conditions of the order, confirms the Town has appropriate budget, and allows the Town to clearly and explicitly communicate intentions to the selected vendors. It may include but not limited to price, performance, description of the requested item,

## **Town of Moraga Purchasing Policy**

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delivery schedule, transportation mode, terms and condition, and all other agreements pertinent to the purchase and its execution by the vendor. purchases must

A vendor's acceptance of a Purchase Order constitutes a contract. Purchase Orders shall be issued by the employee with appropriate procurement authority after all required procedures for selection are met.

Purchases with a total cost greater than \$10,000 require a Purchase Requisition. Purchase requisitions are optional for goods or services with a total cost of less than \$10,000.

Purchases over \$10,000 must be evidenced by a service contract, professional services agreement, purchase order, or other agreement approved as to form by the Town Attorney.

### *5.8.1 Purchase Requisition Modifications*

Departments that require a change to an existing purchase order must submit a change request through the financial system. Change requests that increase the total amount of the purchase order beyond standard acceptable tolerance level must be approved using the process defined in Section 3.0 for the revised total of the purchase order.

Unless specifically authorized on a specific purchase order or contract, the standard Town tolerance for purchase order modification will be \$1,000 or 10%, whichever is less.

Change requests to reduce the total amount of the purchase order must be approved by the Administrative Services Director or designee.

### 5.9 PURCHASING CARD (P-CARD):

P-Cards are designed to provide an alternative, convenient and efficient method for eligible purchases P-Cards are not intended to be used to avoid or bypass purchasing policies and all Town purchase policies apply to all P-Card transactions regardless of an individual cardholder's card limits.

Policies and guidelines for P-Card uses and restrictions are outlined in the Town's Purchasing Card Use and Procedures Policy, incorporated into this Policy as Exhibit A.

## **6. California Uniform Public Construction Cost Accounting Act (CUPCAA)**

### 6.1 INTRODUCTION:

The Town of Moraga (Town) elected to become subject to uniform public construction cost accounting procedures under Public Contract Code Section 22010 et seq.. California Uniform Public Construction Cost Accounting Act (CUPCAA) procedures summarized in this section apply to all Town departments in the performance of and contracting for construction of public projects. The procedures provide an alternative, informal bidding process for projects up to the amount specific by law. The Town Purchasing Policy incorporates CUPCAA for informal bidding procedures related to public project contracts.

## Town of Moraga Purchasing Policy

### 6.2 PROCEDURES

The dollar value of the project or service determines which procedures must be followed. For projects up to \$220,000 or as later amended by California law.

Tier	Price (as of 12/15/2025)*	Approach
1-A	\$75,000 or less (for internal work)	Force Account
1-B	\$75,000 or less (for external work)	Negotiated Contract
2	\$75,001 to \$220,000	Informal Bid Process

\*Town policy amounts will automatically adjust based on adjustments to CUPCCAA policy.

#### 6.2.1 Force Account:

Public projects meeting threshold defined above may be performed by force account (force work). For all force work, the Public Works (PW) Department shall prepare an estimate of costs. The estimate is used to determine whether completing the project via force account or contract is appropriate. The estimate shall include all direct and indirect costs, including labor, materials, equipment, subcontracts and overhead. Public agencies are required to add a government-wide overhead rate to all project costs, which represents administrative support services. Agencies with an overall population of less than 75,000, such as the Town of Moraga, have a government-wide overhead rate of 20%.

The Public Works Director or designee shall determine whether to complete the project by force account.

#### 6.2.2 Negotiated Contract:

Public projects and purchase orders of \$75,000 or less may be performed by negotiated contract and do not require advertising. The PW Department shall obtain an estimate of costs to complete the project.

The Public Works Director or designee may also determine that the informal bid process is appropriate for public projects of \$75,000 or less.

#### 6.2.3 Informal Bid Process

The informal bid process is required when the total cost of a public project is between \$75,001 and \$220,000 or as determined by the Town. The Public Works Director shall make the determination of whether the informal or formal bid process will be used for projects that may approach the \$220,000 informal bid process limit.

The PW Department is required to maintain a list of qualified contractors (Bidders List), which is used to solicit bid proposals or quotations. The PW Department is responsible for preparing the Request for Proposal (including project specifications, insurance/bond requirements, minimum

## Town of Moraga Purchasing Policy

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qualifications, submittal requirements and draft of proposed contract) and the Notice Inviting Informal Bids.

### *6.2.4 Award Process*

For public projects of \$75,001 or over, the bid/contract must be awarded to the responsive bidder who submits the lowest bid. If two bids are the same and the lowest, the Department may accept the one it chooses. In addition to price, the following elements should be considered in determining whether a bid is responsive.

- A responsive bid is one that is in substantial conformance with the requirements of the RFP, including specifications and the Town's contractual terms and conditions. Conformance may also include completed forms, references, and all other information as requested in the RFP. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability shall be considered non-responsive bidders.
- The successful bidder must demonstrate the ability to fulfill a contract, including providing subsequent and continuing service. Staff may request proof of a prospective bidder's reliability, proof of financial resources, client references, and other pertinent data. Such requests may also be taken after receipt of bids.
- A bidder may be determined to be non-responsive if the bidder fails to furnish proof of qualifications when required.

### *6.2.5 Qualified Bidders List*

The Town is responsible for maintaining a qualified bidder (vendor, consultant and/or contractor) list, categorized by the type of product sold or work performed for use in soliciting bids. This list is referred to as the Bidders List and is maintained by the Public Works Department to be used for all public projects and maintenance contracts completed using CUPCAA procedures.

A "qualified" bidder demonstrates the following characteristics:

- Has a contractor's license for the project category of work, if applicable.
- Has the ability, capacity and skill to perform the contract or provide the service required.
- Can provide product quality, fitness, and capacity for the required usage.
- Has registered with the Town of Moraga.
- Can meet the insurance requirements specified in the RFP.

### *6.2.6 Bond Requirements*

Payment bonds are required for all public projects of \$25,000 or more at 100% of the bid value. Performance bonds may also be necessary to protect the best interests of the Town. Performance bond requirements shall be determined by the Public Works Director, or designee. All bond requirements must be stated in the Notice inviting Informal Bids and/or Request for Proposal.

# Town of Moraga Purchasing Policy

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## 7. ETHICS

Every employee or official engaging in purchasing activities on behalf of the Town is required to employ the following standards of conduct:

- Only authorized purchases must be used to conduct Town business within predetermined budgets and under appropriate purchasing authority.
- Purchasing actions of employees must be impartial and fair.
- Public employment must not be used for personal gain.
- Town employees must not solicit, accept, or agree to accept any gratuity for themselves, their families or others that could result in personal gain affecting their impartiality toward decision-making on the job.
- Identify and eliminate participation of any individual in operational situations where a conflict of interest may be involved.

### 7.1 PROHIBITED PURCHASES AND PRACTICES

Without express permission from the Town Manager, the following purchases are prohibited.

- Purchasing between Town departments,
- Purchasing anything for the Town using “store credit”,
- Prepayments, unless authorized by statute or contract,
- Purchases that violate Federal, State and local laws and Town ordinances, resolutions, rules and policies,
- Items and services for personal or non-professional use,
- Items and services for immediate family,
- Gifts, including gift cards or gift certificates.

### 7.2 VENDOR RELATIONS:

To maintain a fair process that supports competition, employees and other officials engaged in purchasing activities shall:

- Safeguard the procurement process from political or outside influence.
- Refrain from showing favoritism or being influenced by suppliers through the acceptance of gifts, gratuities, loans or favors.
- Refrain from requiring suppliers to pay to be included on an approved or preferred supplier list.
- Refrain from requesting donations of goods or services from any vendor to the public entity.

### 7.3 CONFLICT OF INTEREST:

Both Town employees and officials shall comply with the Political Reform Act and Government Code section 1090 et seq., and any other State laws relating to conflicts of interest.

## Town of Moraga Purchasing Policy

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### 7.4 VENDOR ETHICS REQUIREMENTS

Certain ethical requirements shall apply to vendors participating in procurement transactions, including:

- No contractor, prospective contractor, or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services, present or promised.
- All contractors, prospective contractors, and subcontractors shall inform the Town of any personal interest of any public official with respect to any Town procurement.
- No contractor, prospective contractor, or subcontractor shall give, demand or receive from any suppliers, subcontractors or competitors any bribe or kickback or anything of value in return for participation in a procurement transaction or agreeing not to compete in a transaction.

#### 7.4.1 Remedies:

Any attempt by a contractor, prospective contractor, or subcontractor to improperly influence a public official, employee or former employee may result in the Town terminating or not entering into any contracts with the contractor, prospective contractor or subcontractor .

### 7.5 PROHIBITED PRACTICES AND ACTIONS

The following practices are specifically prohibited in performing purchasing activities on behalf of the Town:

- Having a financial or personal beneficial interest (directly or indirectly) in any contract or purchase order for supplies, equipment, services, or projects furnished to the Town.
- Accepting or receiving (directly or indirectly) from any person, firm, or corporation to whom any contract or purchase order may be awarded (by rebate, gift or otherwise) any money or anything of value, or any promise, obligation or contract for future reward or compensation. Inexpensive advertising items bearing the name of the firm—such as pens, pencils, paper weights or calendars—are not considered articles of value or gifts in relation to this policy.
- Using information available to officials and employees, solely because of their Town position, for personal profit, gain or advantage.
- Directly or indirectly furnishing services or information not available to all prospective bidders to any person or firm bidding on, or who may reasonably be expected to bid on, a contract with the Town.
- Providing confidential information to persons to whom issuance of such information has not been authorized.

## **Town of Moraga Purchasing Policy**

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- Using a position or status in the Town to solicit (directly or indirectly) business of any kind; or to purchase products at special discounts or upon special concessions for personal private use from any person or firm who sells or solicits sales to the Town.
  
- Serving the interests of any organization (either as an officer, employee, member of the board of directors, or in any capacity for consideration) which transacts or attempts to transact business with the Town for profit when holding a Town position of review or control over such business transactions.

### **7.6 PURCHASING FOR PERSONAL USE**

Town employees shall not use their official capacity or work hours to negotiate or make personal purchases for themselves or others. Employees must act purely in the best interest of the public at all times and avoid the introduction of personal factors.

### **7.7 UNETHICAL USE OF CONFIDENTIAL INFORMATION**

Town employees are frequently made privy to confidential information in the course of their duties, and the prohibition against the misuse of confidential information is just as fundamental to ethical purchasing as it is to any other sphere of government. It shall be unethical for any employee, or former employee, knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

## **8. LOCAL VENDORS:**

A local vendor is a firm, individual, partnership, association, corporation or other legal entity that regularly maintains a place of business and transacts business in, or maintains an inventory of materials, supplies, or equipment for sale in Moraga. Where quality and price are equal, preference shall be given to local merchants for the purchase of goods and services.

## **9. PURCHASES OF RECYCLED MATERIAL:**

The Town shall, consistent with the requirements of the Public Contract Code and SB 1383, purchase recycled products instead of non-recycled products whenever recycled products are available at the same or a lesser total cost than non-recycled items, if fitness and quality are equal.

### **9.1 PRICE PREFERENCE FOR RECYCLED-CONTENT PAPER:**

If fitness and quality of all paper products, including but not limited to writing paper, office supplies, packaging, and janitorial products, ("Recycled Paper Products") are equal to that of non-recycled items, all departments and divisions of Town shall purchase Recycled Paper Products that consist of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever the total cost is no more than ten percent (10%) more than the total cost for the non-recycled items, consistent with the requirements of the Public Contract Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended. The Recycled Paper Products shall meet the Federal Trade Commission Recyclability standard as defined in 16 CFR Section 260.12 (2013).

All vendors providing printing services to the Town via a printing contract or written agreement shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight,

## **Town of Moraga Purchasing Policy**

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postconsumer fiber, or as amended by Public Contract Code Section 12209 whenever the cost is no more than ten percent (10%) more than the total cost for non-recycled Paper Products.

In addition, consistent with 14 CCR 18993.3, all vendors that provide Recycled Paper Products to the Town shall certify in writing:

1. The minimum percentage, if not the exact percentage, of postconsumer material in the Recycled Paper Products. The certification shall be furnished under penalty of perjury in a form and manner determined by the Town. The Town may waive the certification requirement if the percentage of postconsumer material in the Recycled Paper Products can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.
2. That the Recycled Paper Products are eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12 (2013).

### **9.2 RECYCLED PAPER PRODUCT REPORT:**

The Administrative Services Director or their designee shall track the purchase of all Recycled Paper Products including maintaining copies of invoices, receipts or other proof of purchase that includes the volume and type for all Recycled Paper Product purchases and the required certifications or other verifications. A report shall be generated annually for each calendar year with the aforementioned information. These records must be kept for five years as part of Town's documentation of its compliance with 14 CCR Section 18993.3.

## **10.0 ADMINISTRATION AND INTERPRETATION OF THIS POLICY**

The Administrative Services Department Director shall be responsible for administering this Policy and answering any questions regarding interpretation of this Policy.



Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**

**From: Sonia Urzua, Planning Director**

**Subject: Proposed Professional Services Agreement with Kosmont Companies for On-Call Real Estate and Economic Development Advisory Services**

**RECOMMENDATION**

Authorize, by minute order, a professional services agreement with Kosmont Companies (Kosmont) to provide on-call real estate and economic development advisory services to the Town of Moraga with an initial not-to-exceed amount of \$60,000, and authorize the Town Manager to execute the agreement, with minor amendments that may be approved by the Town Manager and Town Attorney.

**BACKGROUND**

To facilitate private investment and the development and/or redevelopment of key properties throughout Moraga, specialized on-call assistance in real estate economics, development feasibility, and public-private transaction structuring and negotiation consulting services are needed to augment the current effort by Town staff. On February 26, 2025, the Town Council approved a top priority to develop and implement a plan to encourage commercial landowners and business owners to develop their underutilized properties.

Kosmont is a highly regarded California-based local-government economics and real estate advisory firm with a 39-year track record of supporting public agencies on more than 1,000 economic development strategies, real estate market analyses, and public-private projects.

**DISCUSSION**

The proposed agreement would allow the Town to access Kosmont on an on-call basis to support economic development.

The detailed scope of services is provided in Attachment A. In summary, Kosmont would begin with an in-person kickoff meeting with Town staff and a review of background materials (including prior studies and available market data), and coordinate with Town staff to engage

private property owners and better understand near-term and long-term objectives and development constraints, including challenges associated with underutilized properties.

Kosmont's team would then conduct a market site analysis (including national and regional land-use trends and key market variables), develop comparable redevelopment case studies, and prepare high-level pro forma feasibility analyses for selected opportunity sites and hypothetical development scenarios. Based on these findings, Kosmont would evaluate potential economic development tools and financial incentives (such as the use of state-approved Enhanced Infrastructure Financing Districts [EIFDs] and site-specific incentives) and help develop concepts for phased development and other potential projects. Kosmont would summarize the findings and present the results to the Town Council, with additional due diligence and/or negotiation support provided as requested.

Kosmont will begin work upon receipt of an executed agreement and the relevant project information.

### **FISCAL IMPACT**

Kosmont's proposal recommends an initial budget not to exceed \$60,000 for on-call professional services billed at hourly rates and approved reimbursable expenses. There is sufficient funding in the adopted FY 2025-2026 General Fund Budget to cover the initial budget. Staff would authorize individual tasks and manage the overall budget consistent with the amount approved by the Town Council. The term of the agreement would be one year. Actual expenditure would depend on the amount of work requested by the Town during the term of the agreement. If additional funds are required beyond the initial amount, staff would return to the Town Council for direction and approval, as appropriate.

On December 2, 2025, the Audit and Finance Committee endorsed the allocation of the FY 2024-2025 General Purpose Fund Unassigned Fund Balance. Of the \$367,873 unassigned fund balance, up to \$75,000 to be available for hiring an economic development consultant.

### **CEQA COMPLIANCE**

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

### **ALTERNATIVES**

1. Direct staff to revise the scope of services and return with a modified professional services agreement.
2. Direct staff to not enter into the professional services agreement and to rely on internal staff resources and/or other available regional, county, and professional resources for economic development support.
3. Provide an alternate direction to the staff.

## **NEXT STEPS**

Upon approval, the following steps will take place:

- Town staff will finalize and execute the professional services agreement and coordinate a kickoff meeting with Kosmont.
- Town staff will provide background materials and identify initial priorities (e.g., opportunity sites, policy questions, or potential tools) for Kosmont's support.
- Kosmont will initiate requested analysis and provide findings in the form of memoranda and/or presentations, with additional work performed on an as-needed basis within the authorized budget.

## **ATTACHMENTS**

[Attachment A - Kosmont Proposal for Real Estate - Economic Advisory Services](#)



January 9, 2026

Mr. Scott Mitnick  
Town Manager  
Town of Moraga  
329 Rheem Blvd.  
Moraga CA 94556

**Re: Proposal for Real Estate/Economic Advisory Services**

Dear Mr. Mitnick:

Kosmont & Associates, Inc. doing business as Kosmont Companies (“Consultant” or “Kosmont”) is pleased to present this proposal to the Town of Moraga (“Client” or “Town”) to provide on call economic development advisory services.

Kosmont, a certified Minority Business Enterprise (“MBE”) and Small Business Enterprise (“SBE”), is a full-service local government, economics, and real estate advisory firm with a 39-year track record of working with cities and public agencies on over 1,000 economic development strategies, real estate market analyses, and public-private projects. See Attachment B for list of Kosmont Companies service areas.

What sets Kosmont apart is our understanding of how economics relates to project shaping, as well as our understanding of both the public and private sectors. Kosmont has provided hundreds of cities and other public agencies with economic development services since 1986. For more information visit the Kosmont website [www.kosmont.com](http://www.kosmont.com) This proposal may serve as an Agreement when executed and returned by City to Kosmont.

**I. BACKGROUND**

In order to facilitate development of new residential, commercial and other important economic projects, Client seeks real estate /economic advisory consultant to be available on call to provide development feasibility analysis, public private transaction structuring and negotiation assistance.

Development feasibility for parcels within a suburban environment is driven by, among other site specific/location factors, allowable/required density, market rents that are achievable near term and longer term, construction costs, zoning requirements and imposed development standards (e.g, parking, height, setbacks, other)., debt and equity financial market, specific property financial and operating conditions, and existing “as is” property value.

General Plan land use zoning does not by itself cause redevelopment to occur if for example underlying economic conditions are unsupportive. A primary key to feasible redevelopment is a real estate market that exhibits strong demand coupled with viable financial conditions.



When redeveloping commercial centers, it is also important to understand existing retail tenant rent levels, lease terms and options. When seeking residential development, it is key to provide appropriate product for the market with competitive pricing, rent structure and amenities. Appropriate response to site specific constraints and opportunities must also be achieved.

## II. SCOPE OF SERVICES

**Approach to Scope of Services:** The prospective assignment and consulting services that Kosmont will provide will be of a relatively limited scope and duration, and advisory in nature. Kosmont will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject. None of Kosmont's staff will act as an elected official, appointed official, or as staff, nor as serving in a "designated" position.

Kosmont has suggested a series of tasks to help Town achieve its economic goals.

### **Kickoff Meeting**

Kosmont Companies ("Kosmont") will participate an in-person kickoff meeting with the Town ("Town") staff to discuss project objectives, review the proposed scope and understand Client goals and objectives from the analysis.

Town will provide Kosmont with appropriate background information including previous studies and applicable market data. Kosmont will review a wide range of commercial properties, property site plans, vacant parcel maps and property APNs,

Kosmont recommends that Town facilitate property owner engagement to understand their short-term and long-term goals, as well as insights into development and financing constraints as well as relevant development opportunities. In addition to market based due diligence, Kosmont will review and evaluate the designated land uses, maximum density, height limits and other development standards, development impact fees.

### **Site Analysis**

Kosmont will outline current national and regional land use trends and current market conditions primarily for retail and multifamily residential asset classes. Kosmont will gather data for variables including asset inventory, vacancy, market asking rents, market absorption rates, land values, new construction, and other data to evaluate opportunities, constraints, and demand for retail and multifamily residential land uses and other uses as may be requested.

### **Case Studies**

Kosmont will highlight redevelopment case studies that involved multiple property owners and a mix of land uses. These examples will inform stakeholders appropriate land use and conceptual designs.



### **Feasibility Analysis**

A primary feature of identifying credible approaches to develop/redevelop surplus or underutilized parcels is understanding the profitable return on investment potential of such development, as compared to the existing uses. To support the prospect of advantageous use/reuse, Kosmont will prepare high-level pro forma analyses for identified development opportunity sites in conjunction with relevant market demand data. For each site, Kosmont will prepare a pro forma using hypothetical development scenarios utilizing market supportable land uses and development standards. Consideration will be given to each site's capacity to function as a trigger to further revitalization and create positive economic impacts. Findings will inform property owners of the financial feasibility of each development scenario, ensuring that recommended land use and zoning strategies align with expectations of return on investment (ROI) and the realities of the local market and broader community goals.

### **Incentive Recommendations**

Kosmont will evaluate potential economic development tools to encourage investment in the Specific Plan Area. Such tools may include Enhanced Infrastructure Financing Districts ("EIFDs"), and site-specific financial incentives, as may be appropriate. For each tool selected, Kosmont will highlight the benefits of using the tool, and identify how utilization of the tool will align with the Town's development objectives.

### **Concepts for Phased Development and Other Projects**

Based on feedback received in previous tasks, Kosmont may recommend a phased development strategy that balances retail retention with the introduction of residential uses for each Specific Plan project area. Kosmont can collaborate with Town planners or architects, as appropriate to illustrate development scenarios. Kosmont may assist in evaluating other projects such as hotel development and special entertainment/sports facilities that may be considered and/or proposed.

### **Reports**

Kosmont will prepare summary confidential memorandum that illustrates analysis methodology, range of financial results and risk/benefits of various options / public private transaction structures for Client's review.

### **Council Presentation / Negotiation Support**

Kosmont will be available to present findings / analysis to Town Council in closed or open session, which may result in further due diligence / analysis / negotiation assistance.

## **III. SCHEDULE AND REQUIRED DATA**

Kosmont is prepared to commence work upon receipt of executed Agreement and relevant Project information including:

1. Town General Plan, Specific Plan(s), and Zoning Ordinance
2. Development standards (density, height, parking, setbacks etc)
3. Development impact fees
4. Other relevant zoning, design and land use/entitlement policies



#### IV. COMPENSATION

Kosmont will bill Client for the requested professional services (hourly) fees at Consultant's billing rates as shown on Attachment B. Based on fluid nature of scope of services, it is difficult to provide a fixed budget. We suggest an initial budget not to exceed \$60,000. Additional budget may be required for further due diligence, analysis and ongoing support, as requested.

Any future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment B. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodation.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone, and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Kosmont's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "Make a Payment" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Kosmont Companies' accounting desk at (424) 297-1072) to make a credit card payment.

***Consultant is prepared to commence work upon receipt of executed Agreement.***

#### **DISCLOSURE: Compensation for possible transaction-based services**

The following is being provided solely as an advance disclosure of possible real estate brokerage and finance services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. dba Kosmont Realty ("KR") is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.



When assignments involve public finance services on behalf of a public agency, such municipal advisory services are provided by Kosmont Financial Services (KFS). KFS is an independent Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

SEC registration does not constitute an endorsement of the firm by the Commission or state securities regulators.

**V. OTHER PROVISIONS DELETE THIS SECTION. USE THE TOWN'S FORM AGREEMENT**

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding, shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms execute this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.



**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto, are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, if transmitted by telecopier, electronic or digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., Federal Express), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other, in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision herein.

**L. Governing Law.** The statutory, administrative and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement shall have the same full force and effect as such person's original signature.



**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in the analysis performed by Consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates, are deemed to be based on Client's understanding and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such, cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications between the Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount Consultant has received from Client.

**Q. Force Majeure.** Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

**R. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

**S. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.



**VI. ACCEPTANCE AND AUTHORIZATION**

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to Kosmont Companies. Upon receipt of both signed contracts, we will return one fully executed original for your files. Kosmont will be available to commence work upon receipt of executed Agreement.

Read, understood, and agreed to this \_\_\_\_ Day of \_\_\_\_\_ 2026

**Town of Moraga**

**Kosmont & Associates, Inc.**  
doing business as "Kosmont Companies"

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)




Name: Ken K. Hira

Its: \_\_\_\_\_  
(Title)

Its: President

**ATTACHMENT A**

**KOSMONT COMPANIES SERVICES OVERVIEW**

 <p><b>KOSMONT ADVISORY SERVICES</b> ADVISORY</p> <p><a href="http://www.Kosmont.com">www.Kosmont.com</a> / (424) 297-1070 Certified MBE &amp; SBE</p>	 <p><b>KOSMONT REALTY</b> BROKERAGE</p> <p><a href="http://www.KosmontRealty.com">www.KosmontRealty.com</a> / (424) 297-1076 Certified MBE</p>	 <p><b>KOSMONT FINANCIAL SERVICES</b> PUBLIC FINANCE</p> <p><a href="http://www.KosmontFinancial.com">www.KosmontFinancial.com</a> / (424) 297-1073 Certified MBE</p>
<p>← * Since 1986 * Full Service * Integrated * Experienced * →</p>		
<p><b>ECONOMIC DEVELOPMENT, HOUSING, PUBLIC-PRIVATE PROJECTS, PROJECT IMPLEMENTATION</b></p> <ul style="list-style-type: none"> <li>Public / Private Transactions <i>Structuring / Project Shaping / Entitlements</i></li> <li>Developer Selection RFQ/P &amp; ENA/DDA</li> <li>Project Funding / Financing Strategies</li> <li>Housing Analysis &amp; Strategies <i>Housing Element as Economic Development™</i></li> <li>TIFs, EIFD, CRIA, Climate Districts (CRD) <i>Analysis and Formation</i></li> <li>Economic Development Strategies / Plans</li> <li>Green Economic Development <i>Sustainability / Resilience / Climate Action</i></li> <li>Kosmont Retail NOW!® <i>Analytics / Recruitment / Predictive A.I.</i></li> <li>Market/Feasibility Analysis &amp; Fiscal Impact</li> </ul>	<p><b>PROPERTY SALES, LEASING, ASSET SERVICES, SURPLUS LAND ACT</b></p> <ul style="list-style-type: none"> <li>Brokerage (CA DRE # 02058445)</li> <li>Surplus Land Act (SLA) <i>Advisory, Compliance, &amp; Transactions</i></li> <li>Real Estate Market Analysis and Negotiations</li> <li>Buy / Sell / Lease / Ground Lease</li> <li>Developer / Buyer Selection</li> <li>RFQ/P &amp; ENA/DDA Negotiations</li> <li>Zoning &amp; Implementation</li> <li>Valuation/Broker Opinion of Value (BOV)</li> <li>Asset Management Plans</li> </ul>	<p><b>PUBLIC FINANCE ADVISORY AND TRANSACTIONS SERVICES</b></p> <ul style="list-style-type: none"> <li>SEC/MSRB Registered Municipal Advisor</li> <li>Lease Revenue Bonds</li> <li>Pension Advisory Services</li> <li>Tax Increment Financing (TIF) Funding <i>EIFD / CRIA / Housing / Climate Districts</i></li> <li>Land-Secured Financings (CFDs &amp; ADs)</li> <li>General Fund &amp; Lease Financings</li> <li>Public/Private Partnerships (P3)</li> <li>Utility / Enterprise Lease Financings</li> <li>Private Placements</li> <li>Financial Scorecard / Financial Planning</li> <li>Energy, Sustainability, Infrastructure <i>Green Financing Programs</i></li> </ul>



**ATTACHMENT B**

**Kosmont Companies  
2026 Public Agency Fee Schedule**

**Professional Services**

President	\$435.00/hour
Sr. Vice President/Sr. Advisor/Sr. Managing Director	\$405.00/hour
Vice President/Project Advisor	\$295.00/hour
Senior Project Analyst	\$210.00/hour
Project Analyst/Project Research	\$195.00/hour
Assistant Project Analyst/Assistant Project Manager	\$170.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 90.00/hour

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**Additional Expenses**

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest and other based on quoted project cost.
- 4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's attendance or participation at any public meeting in person, digital, video and/or telephonic (e.g., City Council, Planning Commission, Public Agency Board, other) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

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*Rates Effective until December 31, 2026. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2027, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, which represented a change of **3.0 percent** over the index for January 2024.*



Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**

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

**Subject: Public Meeting Access and Related Brown Act Meeting Requirements (SB 707)**

### **RECOMMENDATION**

It is recommended that the Town Council receive a report regarding SB 707, which enacts major amendments to the Ralph M. Brown Act effective January 1, 2026, and July 1, 2026 and provide direction to staff to move forward with implementation actions for eligible advisory bodies.

### **BACKGROUND**

On October 3, 2025, Governor Gavin Newsom signed California Senate Bill 707 (Durazo) into law, enacting a significant overhaul of open meeting requirements for local governments. Although the revisions were aimed at improving access and transparency, the bill also creates significant operational, fiscal and other challenges for public agencies as they make changes to comply with these new laws.

SB 707 takes effect in two phases: January 1, 2026 and July 1, 2026. The bulk of the requirements relating to public access, two-way participation, captioning, and language-translation requirements are taking effect on July 1, 2026.

### **DISCUSSION**

The following contains a summary of some of the major changes to the Brown Act effected by SB 707:

#### **Eligible Legislative Body Requirements (Applicable to Town Council)**

The Brown Act meeting requirements apply to all meetings of a “legislative body.” That term is defined in Government Code section 54952 to include, among others:

a) The governing body of a local agency or any other local body created by State or Federal statute; and

b) A commission, committee, board, or other body of a local agency, whether permanent or temporary, decision making or advisory, created by charter, ordinance, resolution, or formal action of a legislative body.

Beginning July 1, 2026, SB 707 requires that the meetings of “eligible legislative bodies”<sup>1</sup> provide the following:

- The public **must** be able to attend meetings and participate remotely and provide comments in real time via a “two-way telephonic” or “two-way audiovisual platform.” A “two-way telephonic” service is one that does not require internet access and allows participants to dial a telephone number to listen and verbally participate. A two-way audiovisual platform is defined as an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service (e.g., Zoom);
- Adoption of a policy on disruptions to telephonic or internet service, which among other things, provides that the body shall recess open session for at least one hour and attempt in “good faith” to restore service;
- Reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive an interpretation provided by another member of the public, so long as it does not disrupt the meeting. The Town would not be required to provide the interpretation services itself. However, the Town will need to provide reasonable assistance, which may include arranging space for an interpreter or allowing extra time. The Town must also publicize how to request assistance;
- Real-time captioning if “two-way audiovisual platform” is provided and if the function is included in the platform;
- A broadcast-restoration policy, to be adopted by Council, with a one-hour recess requirement if access is lost;
- Agenda translation into any languages spoken by 20% or more of residents with limited English proficiency (does not apply to the Town of Moraga);
- A webpage “dedicated to public meetings” that include or provides links to general explanation of public meeting process, explanation of public comment procedures as well as procedures to provide written public comments, calendar of public meeting dates and agendas; and
- Make reasonable efforts to invite groups “that do not traditionally participate in public meetings” to attend meetings.<sup>2</sup>

Because the Town of Moraga is an incorporated city located in a county with a population of

600,000 or more people, the Town Council is considered an “eligible legislative body.” Thus, by July 1, 2026 Town Council meetings must conform to the requirements identified above, including among other things, allowing the public to attend meetings and participate remotely via a “two-way telephonic” or “two-way audiovisual platform.” The Town will not be required to translate the agenda into any different languages because the percentage of people who have limited English proficiency is below 20% (7.8% according to the ACS 5-year estimates).

### **Potential to Allow Alternative Teleconferencing Rules For All Legislative Bodies**

SB 707 allows—but does not require—cities and towns to use technology that would allow all legislative bodies (including the Town Council) to attend a limited number of meetings annually for “just cause” from a remote location that is not noticed, open, and public. SB 707 extends the existing Assembly Bill (AB) 2449 alternative teleconferencing provisions until January 1, 2030.<sup>3</sup> As Council may recall, AB 2449 authorizes limited remote participation via two-way audio-video from undisclosed locations due to “just cause” and “emergency circumstances.” The Brown Act also allows remote participation under the “traditional” method which requires that the agenda disclose the remote location.

SB 707 revises the AB 2449 remote participation requirements to do the following:

- Allow members with certain military service obligations that result in them being unable to attend in person to use this provision.
- Remove the requirement for the legislative body to approve each instance a member wants to participate remotely for “emergency circumstances,” and applies the same rules for participating remotely for “just cause” to “emergency circumstances.”<sup>4</sup>
- Requires that the minutes for the meeting identify the specific provision that each member relied upon to participate remotely. A member is not required to disclose any medical diagnosis, disability, or any personal medical information that is otherwise exempt under existing law.

The Town Council may wish to provide direction to Staff regarding future availability of the “just cause” option for Town Council members and other Brown Act committees and commissions, such as the Planning Commission and the Parks and Recreation Commission. Town Council may decide to only make the technology and staffing available for certain bodies or all the bodies which may depend on the Town’s staffing levels for meetings.

### **Eligible Subsidiary Body Options (Applicable to Purely Advisory Bodies)**

SB 707 provides an alternative teleconferencing option for an “eligible subsidiary body” that would allow **all** the members of the body to participate remotely during a meeting.<sup>5</sup> “Eligible subsidiary bodies” are defined as bodies that: 1) Serve exclusively in an advisory role; 2) Cannot take final action on legislation, regulations, contracts, licenses, permits, entitlements, grants, or fund allocations; and 3) Do not have primary subject matter jurisdiction over elections, budgets, police oversight, privacy, restricting access to library materials, taxes, or related spending proposals.<sup>6</sup>

To use this alternative teleconferencing option, the legislative body that established the

“eligible subsidiary body” must make specific findings by majority vote (i.e., teleconferencing will enhance public access and promote attraction, retention, and diversity of subsidiary body members).<sup>7</sup>

An “eligible subsidiary body” may request to present recommendations to its legislative body, which must hold a discussion at a regular meeting within 60 days (or the next regular meeting).<sup>8</sup> This discussion cannot be on consent, but may be combined with the legislative body’s subsequent findings for the next 12 months and a legislative body may not act on recommendations until the meeting following the discussion.<sup>9</sup>

The legislative body may elect to prohibit the “eligible subsidiary body” from using this alternative teleconferencing option at any time.<sup>10</sup>

For the Town, the Art in Public Spaces Committee, Parks and Recreation Commission, and Youth Advisory Committee, would be eligible subsidiary bodies because they are purely advisory bodies and were created by the Town Council. The Planning Commission would not be an “eligible subsidiary body” because it is not a purely advisory body. For example, it makes decisions on permits, entitlements, etc.

The Audit and Finance Committee and the Local Sales Tax Oversight Committee are excluded by SB 707 because they have primary subject matter jurisdiction over budgets and/or taxes. SB 707 also does not authorize 2-by-2 Council Committees or Council Subcommittees as eligible subsidiary bodies.

For those bodies that meet the definition of “eligible subsidiary bodies,” the following meeting requirements could apply:

- One physical meeting location open to the public, with at least one staff member present.
- Members may participate remotely via a two-way audiovisual connection.
- Teleconferencing option must be reauthorized every six months.
- All teleconferencing members must participate with their camera on.

As indicated above, Town Council may consider whether or not to allow this type of alternative teleconferencing for the meetings and make the necessary findings if the Council is inclined to authorize the alternative teleconferencing.

Some benefits to allowing the alternative teleconferencing include possible increased:

- Accessibility.
- Participation and community engagement.

However, some of the downsides to allowing this type of teleconferencing would include:

- Additional technology, staffing and cost.

- Increased administrative and implementation complexity.

Staff seeks Town Council guidance on whether to implement optional teleconferencing for eligible advisory bodies. If Town Council does want to implement this option for the “eligible subsidiary bodies,” staff will need to return to Town Council for formal authorization at a future meeting.

## **Other Miscellaneous Changes**

SB 707 makes a number of other general amendments to the Brown Act. The more significant amendments are summarized below.

### Multijurisdictional Bodies Teleconferencing

Alternative teleconferencing for an “eligible multijurisdictional body” may be authorized by resolution of that multijurisdictional body.<sup>11</sup> “Multijurisdictional” means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.<sup>12</sup>

If authorized, a member may participate remotely only when their location is more than 20 miles each way from the meeting location and the member receives no compensation other than reimbursement for actual and necessary expenses. Additionally, the eligible multijurisdictional body must identify each member of the eligible multijurisdictional body who plans to participate remotely in the agenda. The member must participate through both audio and visual technology. Finally, there are limits to how many times per year a member can participate via teleconference per year.<sup>13</sup>

### Emergency Teleconferencing

SB 707 expands the ability of a local agency to use teleconferencing during periods of proclaimed local emergencies. A “local emergency” is defined as a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code.<sup>14</sup> Local emergency, refers only to local emergencies within the boundaries of the territory over which the local agency exercises jurisdiction.

### Social Media Usage

The Brown Act prohibits a majority of the members of a legislative body to, outside of a formal meeting, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.<sup>15</sup> These types of prohibited communications are referred to

as “serial meetings”. However, the Brown Act has an exception to this general rule which allows a member of a legislative body to have communications with members of the public on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body. While other members of the legislative body may also be on the internet-based social media platform, members cannot respond directly to any communication that is made, posted, or shared by any other member of the legislative body. This prohibition includes the use of digital icons that express reactions (i.e., a “like” button) to communications made by other members of the legislative body.<sup>16</sup>

SB 707 removes the sunset date for this exception and makes the exception indefinite.

### Zoom Bombing

The Brown Act currently authorizes the Chair of the legislative body conducting a meeting or their designee to remove an individual for “disrupting” the meeting. “Disruption” is defined as engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force. A “True threat of force” means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SB 707 specifies that these rules are also applicable to any teleconferenced meeting.<sup>17</sup>

### Open Meeting Compensation Discussions

The Brown Act currently requires the Town Council to orally report a summary of a recommendation for a final action on specified forms of compensation for a local agency executive, as defined, during the open meeting in which the final action is to be taken. This was most recently done for the amendment to the Town Manager employment agreement.

SB 707 adds department heads to the reporting requirement.<sup>18</sup>

### Copy of the Brown Act and List of Meeting Locations

SB 707 requires that an agency must provide a copy of the Brown Act to any person elected or appointed to serve as a member of a legislative body of the local agency.<sup>19</sup> It also requires that each member of the legislative body be provided with a “list” of meeting locations “available for use by the legislative bodies to conduct their meetings.” The Town Clerk has already complied with this requirement.

### ADA/Reasonable Accommodations for Members of a Legislative Body

SB 707 specifies that a legislative body member with a disability may participate remotely as a reasonable accommodation under the applicable law.<sup>20</sup> The member must use AV

technology, unless a disability-related condition requires audio-only.<sup>21</sup> The remote participation counts as in-person attendance for purposes of the quorum.<sup>22</sup> Other teleconferencing requirements would apply, such as disclosure of whether there are any adults over 18 years of age in the room.<sup>23</sup>

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[1] SB 707 creates a new sub-category of a legislative body, which is an “eligible legislative body,” to which certain meeting requirements will apply. An “eligible legislative body” means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

[2] Government Code § 54953.4(b) and (c).

[3] Government Code § 54953.8.3(d).

[4] “Just cause” circumstances under SB 707 includes caregiving/childcare for designated family members; contagious illness; physical or mental condition requiring teleconferencing; travel on official government business, including city business; care for immunocompromised family members (as specified); physical or family medical emergency; military service obligations requiring services 50 or more miles outside city. (Government Code §54953.8.3(c)(1)-(7)).

[5] Government Code § 54953.8.6.

[6] Government Code § 54953.8.6 (b)(1).

[7] Government Code § 54953.8.6(a)(4)(A).

[8] Government Code § 54953.8.6(a)(4)(B)(i) and (ii).

[9] Government Code § 54953.8.6(a)(4)(B)(iii) and (iv).

[10] Government Code § 54953.8.6(a)(4)(D).

[11] Government Code § 54953.8.7(a)(1).

[12] Government Code § 54953.8.7(b)(2).

[13] Government Code § 54953.8.7(a)(6).

[14] Government Code § 54953.8.2(e)(1).

[15] Government Code § 54952.2(b)(1).

[16] Government Code § 54952.2(b)(3)(A) and (B).

[17] Government Code § 54957.95(a)(1).

[18] Government code § 54953(d)(3)(A)(ii).

[19] Government Code § 54952.7.

[20] Government Code § 54953(c)(1).

[21] Government Code § 54953(c)(2)(A).

[22] Government Code § 54953(c)(3).

[23] Government Code § 54953(c)(2)(B) and (c)(3).

## **FISCAL IMPACT**

There will be a financial impact to the Town to comply with these new State mandated requirements, including adding technology to the Council Chamber to allow for teleconferenced meetings and potentially adding staffing to the meetings. Based on the direction provided by Town Council, Staff will return with the necessary budget amendment request at a future Town Council meeting.

## **CEQA COMPLIANCE**

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

### **ALTERNATIVES**

This is a discussion item, so no alternatives have been identified.

### **NEXT STEPS**

Staff will begin preparations in early 2026 in order to meet the July 1, 2026 implementation deadline, focusing on the following:

- Staffing and technology upgrade needs to comply with public participation requirements for Town Council meetings;
- Develop a plan to encourage public participation in meetings;
- Evaluate what, if any upgrades are necessary to the Town’s meeting webpages;
- Develop disruption policy for connectivity issues;
- Training for Council members, Commission/Committee members, and staff on any new procedures/requirements; and
- Prepare, as necessary, any formal action that may be directed to allow “eligible subsidiary bodies” to utilize alternative teleconferencing.

### **ATTACHMENTS**

[Attachment A - SB 707](#)


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## SB-707 Open meetings: meeting and teleconference requirements. (2025-2026)

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Date Published: 10/06/2025 02:00 PM

### Senate Bill No. 707

#### CHAPTER 327

An act to amend Sections 54952.7, 54953, 54953.5, 54953.7, 54954.2, 54954.3, 54956, 54956.5, 54957.6, 54957.9, and 54957.95 of, to amend and repeal Section 54952.2 of, to add Sections 54953.8, 54953.8.1, 54953.8.2, and 54957.96 to, and to add and repeal Sections 54953.4, 54953.8.3, 54953.8.4, 54953.8.5, 54953.8.6, and 54953.8.7 of, the Government Code, relating to local government.

[ Approved by Governor October 03, 2025. Filed with Secretary of State October 03, 2025. ]

#### LEGISLATIVE COUNSEL'S DIGEST

SB 707, Durazo. Open meetings: meeting and teleconference requirements.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate.

This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified.

(2) Existing law prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. Existing law defines "meetings" for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. Until January 1, 2026, existing law excepts from the prohibition a member engaging in separate conversations or communications outside of a meeting with any other person using an internet-based social media platform for specified purposes, provided, among other things, that a

majority of the members do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

This bill would make the above-described exception related to communications on an internet-based social media platform applicable indefinitely.

(3) Existing law requires a legislative body, prior to taking final action, to orally report a summary of a recommendation for a final action on specified forms of compensation for a local agency executive, as defined, during the open meeting in which the final action is to be taken.

This bill would also require the legislative body to make that oral report, as provided above, prior to taking final action on those specified forms of compensation for a department head or other similar administrative officer of the local agency.

(4) Existing law requires a legislative body of a local agency or its designee, at least 72 hours before a regular meeting, to post an agenda that meets specified requirements, including that the agenda contain a brief general description of each item of business to be transacted or discussed at the meeting, as specified.

This bill would, beginning July 1, 2026, and until July 1, 2030, require the agenda for each meeting of an eligible legislative body, as defined, to be translated into all applicable languages. The bill would define "applicable languages" to mean languages, according to data from the most recent American Community Survey, spoken jointly by 20% or more of the applicable population, as specified, provided that 20% or more of the population that speaks that language that in that city or county speaks English less than "very well," as specified, and except as provided.

Existing law requires every agenda for regular meetings to provide an opportunity for members of the public to directly address the legislative body on any item of interest of the public, as specified. Existing law specifies that the agenda is not required to provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, as specified, except if the item has been substantially changed since the committee heard the item, as determined by the legislative body.

This bill would add certain exceptions to the provision related to an item that has already been considered by a committee, including excepting committees whose primary subject matter jurisdiction focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals, except as specified.

(5) Existing law authorizes a legislative body of a local agency to require a copy of the act to be given to each member of the legislative body and specified persons elected to serve as a member of the legislative body, and authorizes an elected legislative body member to require a copy to be given to each member of each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body.

This bill would instead require a local agency to provide a copy of the act to any person elected or appointed to serve as a member of a legislative body of the local agency.

Existing law authorizes legislative bodies of local agencies to impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in the act, and authorizes an elected legislative body of a local agency to also impose those requirements on those appointed legislative bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body.

This bill would remove the above-described requirement that members of an appointed legislative body of a local agency must be appointed by or under the authority of the elected legislative body of a local agency in order for the elected legislative body to impose the above-described requirements on the appointed legislative body.

(6) Existing law provides any person attending an open and public meeting of a legislative body of a local agency with the right to record the proceedings with an audio or visual recorder or a still or motion picture camera, as specified.

This bill would remove the reference to an audio or visual recorder or a still or motion picture camera for purposes of recording the proceedings, as described above.

(7) Existing law authorizes a legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified general requirements, including that the local agency post agendas at all teleconference locations, identify each

teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified.

Existing law authorizes members who are outside the jurisdiction of a health authority, as defined, that conducts a teleconferencing meeting to, notwithstanding the above-described general teleconference provisions, count towards the establishment of a quorum when participating in the teleconference if, among other things, at least 50% of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction.

Existing law authorizes, in certain circumstances, the legislative body of a local agency to use specified alternative teleconferencing which include provisions related to, among others, notice of the means by which members of the public may access the meeting and offer public comment and identifying and including an opportunity for all persons to attend via a call-in option or an internet-based service option. Those circumstances in which the legislative body of a local agency is authorized to use the alternative teleconferencing provisions include specified circumstances relating to a state of emergency, as defined, and, until January 1, 2026, subject to specified limitations, a member's need to participate remotely due to just cause, defined to include, among other things, a need related to a physical or mental disability, or emergency circumstances, as defined, if certain quorum and disclosure requirements are met.

Existing law also authorizes certain eligible legislative bodies, including neighborhood councils and student body associations and student-run community college organizations to, until January 1, 2026, use alternate teleconferencing if, among other requirements, the city council or board of trustees, as applicable, has adopted an authorizing resolution and  $\frac{2}{3}$  of the neighborhood city council or specified student organization, as applicable, votes to use alternate teleconference provisions, as specified.

This bill would revise and recast the above-specified teleconferencing and alternative teleconferencing provisions to uniformly apply certain noticing, disclosure, accessibility, and public commenting provisions. The bill would require a legislative body of a local agency that elects to use teleconferencing pursuant to these alternative teleconferencing provisions to comply with, in addition to any other applicable requirements under the act, specified requirements, including that the legislative body provides at least either 2-way audiovisual platform or 2-way telephonic service and a live webcasting of the meeting as a means by which the public may, among other things, remotely hear and visually observe the meeting, and that a member of the legislative body who participates in a teleconference meeting from a remote location pursuant to these alternative teleconferencing provisions and the specific provision of law that the member relied upon to permit their participation by teleconferencing are listed in the minutes of the meeting. The bill would require a local agency to identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

The bill would specify that nothing in the bill's provisions is to be construed to prohibit a member of a legislative body with a disability, as defined, from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law. The bill would apply certain provisions relative to, among other things, quorum establishment to that circumstance.

The bill would instead authorize a health authority, as defined, to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in a state of emergency, as defined. The bill would also include a local emergency, as defined, as a circumstance in which a legislative body of a local agency is authorized to use the alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in cases of a member's need to participate remotely due to just cause or emergency circumstances, as defined, to remove the provision applicable to emergency circumstances, to revise related definitions, including broadening the definition of just cause to include, among other things, a physical or family medical emergency that prevents a member from attending in person, and to require the minutes for a meeting to identify the specific provision of law that each member relied upon to participate remotely, as specified. The bill would extend the authorization to use the alternative teleconferencing provision until January 1, 2030.

The bill would revise and recast the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations. In regards to the alternative

teleconferencing provisions applicable to student body associations and student-run community college organizations, the bill would exempt the California Online Community College from specified requirements for an in-person quorum, a physical location for public participation, and certain accommodations under the authorization, and remove the ability for a person with a disability that requires certain accommodations to count towards the in-person quorum requirement. The bill would specify that the student body associations and student-run community college organizations described above are those in any community college recognized within the California Community Colleges system, and would extend the authorization to the Student Senate for California Community Colleges. The bill would extend the authorization to use the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations until January 1, 2030.

The bill would, until January 1, 2030, also authorize a specified subsidiary body of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the subsidiary body designates one physical meeting location within the boundaries of the legislative body that created the subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting, as specified.

The bill would, until January 1, 2030, also authorize specified multijurisdictional bodies of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the eligible multijurisdictional body has adopted a resolution that authorizes the multijurisdictional body to use teleconferencing at a regular meeting in open session.

The bill would specify that these teleconferencing provisions are cumulative, and would authorize a legislative body to elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

Existing law defines "teleconference" for purposes of the authorization for a legislative body of a local agency to use teleconferencing to mean a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

This bill would specify that "teleconference" does not include the attendance of one or more members of a legislative body in a meeting of the body solely by watching or listening via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(8) Existing law authorizes a special meeting to be called any time by, among other persons, the presiding officer of the legislative body of a local agency, by delivering specified written notices and posting a notice on the local agency's internet website, if the local agency has one. Existing law requires specified legislative bodies to comply with the internet website posting requirement.

The bill would remove the requirement that only specified legislative bodies comply with the internet website posting requirement, thereby imposing that requirement on all legislative bodies.

(9) Existing law authorizes a legislative body of a local agency to hold an emergency meeting without complying with specified notice and posting requirements in the case of emergency circumstances, as specified, and imposes various requirements under these provisions applicable to either legislative bodies generally or legislative bodies which are a school board.

This bill would remove the school board distinction from the above-described provisions, thereby imposing the same requirements to hold an emergency meeting on all legislative bodies of local agencies.

By imposing additional duties on legislative bodies of local agencies, the bill would impose a state-mandated local program.

(10) Existing law authorizes, in addition to other related specified authorizations, the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. Existing law defines "disrupting" for these purposes to mean engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified.

This bill would specify that a meeting for purposes of that provision includes any teleconferenced meeting. The bill would specify that the existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified, applies to members of the public participating in a meeting via a 2-way telephonic service or a 2-way audiovisual platform, as those terms are defined.

(11) The bill would make other updates to references in the act.

(12) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(13) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(14) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

(15) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

## THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

**SECTION 1.** Section 54952.2 of the Government Code, as amended by Section 1 of Chapter 89 of the Statutes of 2020, is amended to read:

**54952.2.** (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

**SEC. 2.** Section 54952.2 of the Government Code, as added by Section 2 of Chapter 89 of the Statutes of 2020, is repealed.

**SEC. 3.** Section 54952.7 of the Government Code is amended to read:

**54952.7.** A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

**SEC. 4.** Section 54953 of the Government Code, as amended by Section 2 of Chapter 534 of the Statutes of 2023, is amended to read:

**54953.** (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all

otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) "Disability" means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

**SEC. 5.** Section 54953.4 is added to the Government Code, to read:

**54953.4.** (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(i) Arranging space for one or more interpreters at the meeting location.

(ii) Allowing extra time during the meeting for interpretation to occur.

(iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) "Applicable languages" means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than "very well."

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), "applicable languages" shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence,

that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) "Eligible legislative body" means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars (\$400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 6.** Section 54953.5 of the Government Code is amended to read:

**54953.5.** (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

**SEC. 7.** Section 54953.7 of the Government Code is amended to read:

**54953.7.** Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

**SEC. 8.** Section 54953.8 is added to the Government Code, to read:

**54953.8.** (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

**SEC. 9.** Section 54953.8.1 is added to the Government Code, to read:

**54953.8.1.** (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

**SEC. 10.** Section 54953.8.2 is added to the Government Code, to read:

**54953.8.2.** (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

**SEC. 11.** Section 54953.8.3 is added to the Government Code, to read:

**54953.8.3.** (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, "just cause" means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

(7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 12.** Section 54953.8.4 is added to the Government Code, to read:

**54953.8.4.** (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 13.** Section 54953.8.5 is added to the Government Code, to read:

**54953.8.5.** (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting,

or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, "eligible community college student organization" means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 14.** Section 54953.8.6 is added to the Government Code, to read:

**54953.8.6.** (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the

request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 15.** Section 54953.8.7 is added to the Government Code, to read:

**54953.8.7.** (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, "compensation" does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) "Eligible multijurisdictional body" means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) "Multijurisdictional" means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

**SEC. 16.** Section 54954.2 of the Government Code, as amended by Section 92 of Chapter 131 of the Statutes of 2023, is amended to read:

**54954.2.** (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there

is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

**SEC. 17.** Section 54954.3 of the Government Code is amended to read:

**54954.3.** (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

**SEC. 18.** Section 54956 of the Government Code is amended to read:

**54956.** (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

**SEC. 19.** Section 54956.5 of the Government Code is amended to read:

**54956.5.** (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as

provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

**SEC. 20.** Section 54957.6 of the Government Code is amended to read:

**54957.6.** (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

**SEC. 21.** Section 54957.9 of the Government Code is amended to read:

**54957.9.** In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

**SEC. 22.** Section 54957.95 of the Government Code is amended to read:

**54957.95.** (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

**SEC. 23.** Section 54957.96 is added to the Government Code, to read:

**54957.96.** (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

**SEC. 24.** The Legislature finds and declares that Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 19 of this act, which amends Section 54956.5 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

**SEC. 25.** The Legislature finds and declares that Sections 1 and 2 of this act, which amend and repeal Section 54952.2, respectively, of, Section 3 of this act, which amends Section 54952.7 of, Section 4 of this act, which

amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Section 6 of this act, which amends Section 54953.5 of, Section 7 of this act, which amends Section 54953.7 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 16 of this act, which amends Section 54954.2 of, Section 17 of this act, which amends Section 54954.3 of, Section 18 of this act, which amends Section 54956 of, Section 19 of this act, which amends Section 54956.5 of, Section 20 of this act, which amends Section 54957.6 of, Section 21 of this act, which amends Section 54957.9 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

**SEC. 26.** The Legislature finds and declares that adequate public access to meetings is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this bill would apply to all cities, including charter cities.

**SEC. 27.** No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.



Meeting Date: January 14, 2026

TOWN OF MORAGA

STAFF REPORT

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**To: Honorable Mayor and Councilmembers**  
**From: Amy Heavener, Town Clerk**  
**Subject: Town Council Committee Appointments for 2026**

**RECOMMENDATION**

Staff recommends that the Town Council discuss the various appointments as presented by the Mayor during the Council meeting and direct staff to bring the 2026 Moraga Town Council Committee Appointments back to Council on the Consent Agenda at the next Town Council meeting for formal acceptance.

**BACKGROUND**

The members of the Town Council are requested to serve on various committees and boards in local, county, and state agencies. Appointments are made annually in a two-step process. The initial step, scheduled to occur at this meeting, is for the Mayor to present their recommendations and for the Council to discuss the recommended appointments to the committees and boards. Based on Council direction, the list of appointments will be brought to the Council for adoption on the consent agenda on January 28, 2026.

**DISCUSSION**

Included for reference, as Attachment A is the 2025 Moraga Town Council Committee Appointments that lists the standing committee, Ad Hoc committee, and Liaison positions as well as the organizations on which a Moraga official serves as a voting delegate or board member. The appointments are for one year, and meetings are held monthly, quarterly, or as needed depending upon the committee.

**FISCAL IMPACT**

None.

**CEQA COMPLIANCE**

This item is not subject to review under the California Environmental Quality Act (CEQA)

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

### **ALTERNATIVES**

Town Council may choose to delay discussion of the 2026 Town Council Appointments to a future meeting and provide further direction to staff.

### **NEXT STEPS**

After updating the Council Committee Appointments matrix based on Council discussion, staff will bring the finalized Council Committee Appointments matrix back for approval on Consent at the January 28, 2026 Town Council meeting.

### **ATTACHMENTS**

[Attachment A - 2025 Council Committee Appointments](#)

[Attachment B - Draft 2026 Council Committee Appointments](#)

# 2025 Moraga Town Council Committee Appointments

<i>Committee/ Representative (Number of appointees)</i>	<i>Description/ Expectations</i>	<i>Meeting Times</i>	<i>Staff Support</i>	<i>First Appointment</i>	<i>Second Appointment/ Alternate</i>	<i>Notes</i>
<b>STANDING COMMITTEE</b>						
AFC (Audit & Finance Committee) (2)	Standing committee/working group on Finance & Budget, focused on process and Financial oversight. Town Council members (2), charter Treasurer, Citizens (2) & Admin Services Director.	Once a quarter; possibly a 5th meeting during Budget preparation	Town Manager/ Admin Services Director	Woehleke	Hillis	
<b>AD HOC COMMITTEES</b>						
None at this time						
<b>COUNCIL LIAISONS</b>						
ABAG (Association of Bay Area Governments) (1)	Stay abreast of ABAG activities; represent Town Council; report as needed.	General Assembly twice a year – spring and fall	Town Clerk	Maglio	Dolan	
AUHSD (Acalanes Union High School District) Liaison (1)	Establish contacts; stay abreast and report to Town Council.	As needed	N/A	Thiel	Maglio (Alternate)	
Contra Costa County Mayors' Conference (1)	Attend monthly meetings. Vote Town Council positions on issues. Report to Town Council. Mayors' Conference expects Mayor/Vice Mayor to be representative/alternate.	1st Thursday of month, 6-9 pm	Town Clerk	Woehleke	Hillis	
EBMUD Liaison (1)	Develop contacts with EBMUD Board. Represent Town's interests. Report to Town Council.	2nd and 4th Tuesday of month; 1:15 p.m. EBMUD Board Room	Public Works Director	Woehleke	Thiel (Alternate)	

## 2025 Moraga Town Council Committee Appointments

<b>COUNCIL LIAISONS (cont'd)</b>	<b>Description/ Expectations</b>	<b>Meeting Times</b>	<b>Staff Support</b>	<b>First Appointment</b>	<b>Second Appointment/ Alternate</b>	<b>Notes</b>
League of California Cities – East Bay Division (1)	Establish contacts. Attend LCC division (local) mtgs. Stay abreast of State-wide developments. Report to Town Council.	4th Thursday of month, 6:30 pm 8 Months of year	Town Clerk	Dolan	Hillis (Alternate)	
Moraga Chamber of Commerce Liaison (1)	Attend monthly meetings; may attend Board Meetings at invitation of Board. Report activities to Town Council.	Every other month, 3rd or 4th Friday, 7:30 a.m.	Town Manager	Dolan	Maglio (Alternate)	
MOFD (Moraga-Orinda Fire District) Liaison (1)	Establish relationships with MOFD Board. Report to Town Council.	3rd Wednesday of month, 7:00 pm	Town Manager	Dolan	Thiel (Alternate)	
Moraga School District (MSD) Liaison (1, add 2 <sup>nd</sup> when negotiating agreements)	Establish contacts with MSD Board; stay abreast and report to Town Council. When appropriate, second member joins to form ad hoc committee to negotiate agreements on recreation facilities usage and operation.	2nd Tuesday of month, 7:30 pm	N/A	Hillis	Maglio	
Moraga Youth Involvement Committee (MYIC) (1)	Work with MYIC staff. Report activities to Town Council.	2nd Thursday of month, 7:00 pm	Parks & Rec Coordinator	Maglio	Thiel	
Saint Mary's College (SMC) Liaison (2)	Develop Action Plans with SMC representatives to address issues of joint interest.	As needed	Town Manager	Maglio	Dolan	
Art in Public Spaces Committee	Review and recommend the acceptance of loaned or donated artwork to the Town Council.	Quarterly	Parks and Recreation Director	Thiel	Woehleke	

## 2025 Moraga Town Council Committee Appointments

VOTING DELEGATE/ BOARD MEMBERS	<i>Description/ Expectations</i>	<i>Meeting Times</i>	<i>Staff Support</i>	<i>First Appointment</i>	<i>Second Appointment/ Alternate</i>	<i>Notes</i>
Recycle Smart (formerly CCCSWA - Central Contra Costa Solid Waste Authority) (2)	Serve as voting Board member for this JPA. Serve on committees as appointed by Board. Report Authority activities to Town Council.	4th Thursday of month, 3:00 pm	Town Manager	Maglio	Woehleke (6/25/25)	
League of California Cities (LCC) Delegate (1)	Voting delegate at LCC convention. Seek Town Council voting positions prior to ballot. LCC expects Mayor to be delegate.	Annual Sep / Oct Conference	Town Clerk	Woehleke	Hillis (Alternate)	If neither can attend, Council will elect a delegate
CCCTA – Central Contra Costa Transit Authority Board (1) (County Connection)	Voting member on Authority Board. Serve on committee(s) as appointed by Board. Report activities to Town Council.	3rd Thursday of month, 9:00 am	N/A	Hillis	Dolan	
Lamorinda School Bus Transportation Agency (LSBTA) (1)	Voting Board member for this JPA. Serve on committees as appointed by LSBTA. Report activities to Town Council.	1st or 2nd Monday of month, usually 8:30 am, Lafayette	Planning Director	Maglio	Woehleke (Alternate)	
SWAT/ LPMC/LFFA (1) (South West Area Transportation planning committee; Lamorinda Program Management Committee; Lamorinda Fee & Financing Authority) (RTPC=Regional Transportation Planning Committee)	Voting member on all three committees. SWAT (one of four of RTPCs of CCTA) meets monthly. Serve on subcommittees as appointed by SWAT. Serve on CCTA Board per Lamorinda rotation. Report Authority activities to Town Council. LPMC/LFFA meets occasionally, at least once per annum. All three bodies closely linked; should not be split apart.	SWAT meets: 1st Monday of each month, 3-5 pm,  LFFA & LPMC meets once per annum	Public Works/ Engineering Director	Hillis	Dolan (Alternate)	
MCE Clean Energy (1)	Voting Board member for this JPA. Attend meetings and report activities to Town Council.	3rd Thursday of month 7:00 pm	N/A	Thiel	Woehleke (Alternate)	

## 2025 Moraga Town Council Committee Appointments

NON-COUNCIL APPOINTMENTS	<i>Description/ Expectations</i>	<i>Meeting Times</i>	<i>Staff Support</i>	<i>First Appointment</i>	<i>Second Appointment/ Alternate</i>	<i>Start Date/ Sunset Date (if applicable)</i>
None at this time						
NON-COUNCIL LIAISONS (Appointed by Council)	<i>Description/ Expectations</i>	<i>Meeting Times</i>	<i>Staff Support</i>	<i>First Appointment</i>	<i>Second Appointment/ Alternate</i>	<i>Term Info</i>
CCCTA – CAC County Connection Advisory Committee	Review and advise County Connection BOD on issues and policies relating to fixed route and paratransit service.	2nd Tuesday of every other month at 1 pm	N/A	Peggy Hall	None	7/10/24 – 7/10/26
CCMVCD - Contra Costa Mosquito & Vector Control District (1)	Public health trustee dedicated to ensuring residents’ health and safety from mosquito-borne and vector diseases.	2nd Monday of every other month at 7 pm	N/A	James Frankenfield	None	2/21/24 – 2/21/28
Library Commissioner for Moraga (1)	Establishes a forum for the community to express its views on the goals and operations of the County Library; and develops and recommends proposals to the BoS and County Librarian.	4th Thursday of alternating months at 7:00 pm	N/A	Amenda Kung	Vacant (Alternate)	9/25/24 – 9/25/28
CCTA – CAC Contra Costa Transportation Authority – Citizens’ Advisory Committee	Provide citizen perspective, participation and involvement in Authority policy development and implementation.	4th Wednesday at 6:30 pm	N/A	Chris Sanders	None	3/22/23 – 3/22/27
ACOA - Contra Costa County Advisory Council on Aging	City/local committee representative to advise the BoS on planning, development and administration of programs relating to older adults.	3rd Wednesday of month, 9:30 am	N/A	Francisco Benavides	None	2/21/24 – 9/30/26

**DEFINITIONS:**

<p><b>Standing Committees:</b> These are ongoing established committees with no sunset dates. The members are interviewed and selected by the Town Council. Sometimes there are Town Council appointees. These committees have a meeting regular time and place and are open to the public.</p>	<p><b>Voting Delegate Board Members:</b> Serve as voting Board members. They are a Town Council member or an appointed representative who votes on behalf of the Town.</p>	<p><b>Charter Committees:</b> Charter Committees are appointed by the Council or a subset thereof and consist of a group of volunteer residents who are tasked with accomplishing a number of objectives outlined in their Charter. These committees meet at regular times, are open to the public and usually have sunset date.</p>	<p><b>Ad Hoc Committees:</b> The committees consist of one or two Council members who represent the Council on a specific issue. They are appointed by the Council, meet on an as needed basis, and are generally not open to the public.</p>	<p><b>Liaisons:</b> A Council member appointed by the Mayor, who represents the Town of Moraga and meets with a number of diverse groups in the community at regularly scheduled open meetings. Liaison appointments are routine in nature and consist of one Council member.</p>
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## 2026 Moraga Town Council Committee Appointments

Attachment B

COMMITTEE/ REPRESENTATIVE (NUMBER OF APPOINTEES)	SUBJECT MATTER	DESCRIPTION/ EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT/ ALTERNATE
<b>STANDING COMMITTEE</b>						
AFC (Audit & Finance Committee) (2)	Financial Oversight	Standing committee/working group on Finance & Budget, focused on process and financial oversight. Town Council members (2), charter Treasurer, Citizens (2) & Admin Services Director.	Once a quarter; possibly a 5th meeting during Budget preparation	Town Manager/ Admin Services Director	Hillis	Dolan
AD HOC COMMITTEES	SUBJECT MATTER	DESCRIPTION/EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT/ ALTERNATE
Lamorinda Mayors Working Group (liaison)	Regional Coordination	<b>New</b>	TBD	Town Manager	Hillis	Dolan

VOTING DELEGATE/ BOARD MEMBERS	SUBJECT MATTER	DESCRIPTION/ EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT / ALTERNATE
Contra Costa County Mayors' Conference (1)	Regional Coordination	Attend monthly meetings. Vote Town Council positions on issues. Report to Town Council. Mayors' Conference expects Mayor/Vice Mayor to be representative/ alternate.	1st Thursday of month, 6-9 pm	Town Clerk	Hillis	Dolan
ABAG (Association of Bay Area Governments) (1)	Regional Coordination	Stay abreast of ABAG activities; represent Town Council; report as needed.	General Assembly twice a year – spring and fall	Town Clerk	Hillis	Woehleke
Fire Services Committee	Fire and Emergency Response	<b>NEW</b> - 2 x 2 With MOFD	TBD	TBD	Hillis	Dolan

# 2026 Moraga Town Council Committee Appointments

Attachment B

VOTING DELEGATE/ BOARD MEMBERS CONT.	SUBJECT MATTER	DESCRIPTION/ EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT / ALTERNATE
Recycle Smart (formerly CCCSWA - Central Contra Costa Solid Waste Authority) (2)	Environmental Quality	Serve as voting Board member for this JPA. Serve on committees as appointed by Board. Report Authority activities to Town Council.	4th Thursday of month, 3:00 pm	Town Manager	Maglio	Woehleke (Voting Second Member)
League of California Cities (LCC) Delegate (1)	Statewide Coordination	Voting delegate at LCC convention. Seek Town Council voting positions prior to ballot. LCC expects Mayor to be delegate.	Annual Sep / Oct Conference	Town Clerk	Hillis	Dolan (Alternate)
CCCTA – Central Contra Costa Transit Authority Board (1) (County Connection)	Transportation	Voting member on Authority Board. Serve on committee(s) as appointed by Board. Report activities to Town Council.	3rd Thursday of month, 9:00 am	N/A	Hillis	Dolan
Lamorinda School Bus Transportation Agency (LSBTA) (1)	Education/ Transportation	Voting Board member for this JPA. Serve on committees as appointed by LSBTA. Report activities to Town Council.	1st or 2nd Monday of month, usually 8:30 am, Lafayette	Planning Director	Maglio	Dolan (Alternate)
VOTING DELEGATE/ BOARD MEMBERS CONT.	SUBJECT MATTER	DESCRIPTION/ EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT / ALTERNATE

## 2026 Moraga Town Council Committee Appointments

Attachment B

SWAT/ LPMC/LFFA (1) (South West Area Transportation planning committee; Lamorinda Program Management Committee; Lamorinda Fee & Financing Authority)  (RTPC=Regional Transportation Planning Committee)	Transportation	Voting member on all three committees. SWAT (one of four of RTPCs of CCTA) meets monthly. Serve on subcommittees as appointed by SWAT. Serve on CCTA Board per Lamorinda rotation. Report Authority activities to Town Council. LPMC/LFFA meets occasionally, at least once per annum.  All three bodies closely linked; should not be split apart.	SWAT meets: 1st Monday of each month, 3-5 pm,  LFFA & LPMC meets once per annum	Public Works/ Engineering Director	Dolan	Hillis (Alternate)
MCE Clean Energy (1)	Energy/Environmental Quality	Voting Board member for this JPA. Attend meetings and report activities to Town Council.	3rd Thursday of month 7:00 pm	N/A	Thiel	Hillis

COUNCIL LIAISONS	SUBJECT MATTER	DESCRIPTION/EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT/ ALTERNATE
AUHSD (Acalanes Union High School District) Liaison (1)	Education	Establish contacts; stay abreast and report to Town Council.	As needed	N/A	Maglio	Dolan (Alternate)
EBMUD Liaison (1)	Water Policy	Develop contacts with EBMUD Board. Represent Town's interests. Report to Town Council.	2nd and 4th Tuesday of month; 1:15 p.m. EBMUD Board Room	Public Works Director	Woehleke	Thiel (Alternate)
League of California Cities – East Bay Division (1)	Regional Coordination	Establish contacts. Attend LCC division (local) mtgs. Stay abreast of State-wide developments. Report to Town Council.	4th Thursday of month, 6:30 pm  8 Months of year	Town Clerk	Dolan	Hillis (Alternate)
COUNCIL LIAISONS (CONT'D)	SUBJECT MATTER	DESCRIPTION/EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT/ ALTERNATE
Moraga Chamber of Commerce Liaison (1)	Economic Development	Attend monthly meetings; may attend Board Meetings at invitation of Board. Report activities to Town Council.	Every other month, 3rd or 4th Friday,	Town Manager	Hillis	Maglio (Alternate)

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			7:30 a.m.			
Moraga School District (MSD) Liaison (1, add 2 <sup>nd</sup> when negotiating agreements)	Education	Establish contacts with MSD Board; stay abreast and report to Town Council. When appropriate, second member joins to form ad hoc committee to negotiate agreements on recreation facilities usage and operation.	2nd Tuesday of month, 7:30 pm	N/A	Maglio	Dolan
Moraga Youth Involvement Committee (MYIC) (1)	Education	Work with MYIC staff. Report activities to Town Council.	2nd Thursday of month, 7:00 pm	Parks & Rec Coordinator	Thiel	Maglio
Saint Mary's College (SMC) Liaison (2)	Education	Develop Action Plans with SMC representatives to address issues of joint interest.	As needed	Town Manager	Maglio	Dolan
Art in Public Spaces Committee	Community Development	Review and recommend the acceptance of loaned or donated artwork to the Town Council.	Quarterly	Parks and Recreation Director	Thiel	Dolan

NON-COUNCIL LIAISONS (APPOINTED BY COUNCIL)	DESCRIPTION/ EXPECTATIONS	MEETING TIMES	STAFF SUPPORT	FIRST APPOINTMENT	SECOND APPOINTMENT/ ALTERNATE	TERM INFO
CCCTA – CAC County Connection Advisory Committee	Review and advise County Connection BOD on issues and policies relating to fixed route and paratransit service.	2nd Tuesday of every other month at 1 pm	N/A	Peggy Hall	None	7/10/24 – 7/10/26

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CCMVCD - Contra Costa Mosquito & Vector Control District (1)	Public health trustee dedicated to ensuring residents' health and safety from mosquito-borne and vector diseases.	2nd Monday of every other month at 7 pm	N/A	James Frankenfield	None	2/21/24 – 2/21/28
Library Commissioner for Moraga (1)	Establishes a forum for the community to express its views on the goals and operations of the County Library; and develops and recommends proposals to the BoS and County Librarian.	4th Thursday of alternating months at 7:00 pm	N/A	Amenda Kung	Vacant (Alternate)	9/25/24 – 9/25/28
CCTA – CAC Contra Costa Transportation Authority – Citizens' Advisory Committee	Provide citizen perspective, participation and involvement in Authority policy development and implementation.	4th Wednesday at 6:30 pm	N/A	Chris Sanders	None	3/22/23 – 3/22/27
ACOA - Contra Costa County Advisory Council on Aging	City/local committee representative to advise the BoS on planning, development and administration of programs relating to older adults.	3rd Wednesday of month, 9:30 am	N/A	Francisco Benavides	None	2/21/24 – 9/30/26

**DEFINITIONS:**

<p><b>Standing Committees:</b> These are ongoing established committees with no sunset dates. The members are interviewed and selected by the Town Council. Sometimes there are Town Council appointees. These committees have a meeting regular time and place and are open to the public.</p>	<p><b>Voting Delegate Board Members:</b> Serve as voting Board members. They are a Town Council member or an appointed representative who votes on behalf of the Town.</p>	<p><b>Charter Committees:</b> Charter Committees are appointed by the Council or a subset thereof and consist of a group of volunteer residents who are tasked with accomplishing a number of objectives outlined in their Charter. These committees meet at regular times, are open to the public and usually have sunset date.</p>	<p><b>Ad Hoc Committees:</b> The committees consist of one or two Council members who represent the Council on a specific issue. They are appointed by the Council, meet on an as needed basis, and are generally not open to the public.</p>	<p><b>Liaisons:</b> A Council member appointed by the Mayor, who represents the Town of Moraga and meets with a number of diverse groups in the community at regularly scheduled open meetings. Liaison appointments are routine in nature and consist of one Council member.</p>
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