



TOWN OF MORAGA TOWN COUNCIL

WEDNESDAY, OCTOBER 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, Public Works Director
Amy Heavener, Town Clerk	Mackenzie Brady, Parks & Recreation Director

Town of Moraga Mission Statement

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

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

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

You may now view and participate in the Town of Moraga Town Council meetings via Zoom by navigating to [Zoom.com](https://zoom.us) and using the unique Meeting ID and Password published with each agenda.

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

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

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

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



TOWN OF MORAGA TOWN COUNCIL

TC - REGULAR MEETING
WEDNESDAY, OCTOBER 14, 2026
5:30 PM

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

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

INSTRUCTIONS FOR VIEWING AND PARTICIPATING IN THIS MEETING

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

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

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

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

Zoom Link: <https://us02web.zoom.us/j/81364000105?pwd=IXSJRwNcD7XOuSRA3yppKK1UOI1Szh.1>

Webinar ID: 813 6400 0105

Passcode: 334993

Dial In Option (AUDIO ONLY): +1-669-900-6833

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: September 01, 2026 - September 30, 2026 (\$1,412,656.75).

[Attachment A - September 01 - September 31 2026 AP Report](#)

6.2 Approval of the Meeting Minutes from the September 09, 2026 Regular meeting and the September 09, 2026 Joint Town Council and Parks & Recreation Commission Special Study Session.

[Attachment A - DRAFT - SEP 09 2026 - TC Meeting Minutes - REG](#)

[Attachment B - DRAFT - SEP 09 2026 - Joint TC and Parks & Recreation Meeting Minutes - SPC](#)

6.3 Waive the second reading and adopt an ordinance repealing and replacing Chapter 2.08 (Town Manager) of the Moraga Municipal Code (MMC) allowing the Town Manager to appoint the Town Treasurer and find the Ordinance Exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines.

[Staff Report](#)

[Attachment A - Proposed Ordinance Repealing and Replacing Chapter 2.08](#)

[Attachment B - MMC 2.08.070 - Town Treasurer REDLINED](#)

6.4 Adopt a Resolution:

1. Authorizing the Town Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the School Street Feasibility, Concept Development, and Implementation Study (CIP 25-402), in a contract amount not to exceed \$454,121.66 and authorizes a 10% Town-held contingency of \$45,412.17, for total project authority not to exceed \$499,533.83;
2. Authorizing the Town Manager or designee to approve additional study services and related agreement amendments using the contingency within the approved total authorization;
3. Approving the proposed CIP 25-402 budget revision (Attachment C), which funds the study with the \$600,000 grant and removes the previously programmed Measure J funding; and
4. Finding that the feasibility and planning study is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15306 (Information Collection).

[Staff Report](#)

[Attachment A - Draft Resolution](#)

[Attachment B - Project Location Map](#)

[Attachment C - Federal PSA Revised Draft](#)

[Attachment D - Proposed CIP 25-402 Revision](#)

6.5 Adopt a Resolution:

1. Approving the acquisition of Douglas Heine's Full Circle #2 sculpture for \$900 from the Art in Public Spaces fund;
2. Approving placement of Full Circle #2 at Location C within the Town-owned linear park along St. Mary's Road, adjacent to the Lafayette-Moraga Regional Trail; and
3. Authorizing the Town Manager to execute any applicable agreement or other documents necessary to complete the acquisition and installation, in a form approved by the Town Attorney.

[Staff Report](#)

[Attachment A - Draft Resolution - Doug Heine Sculpture](#)

[Attachment B - SEP 14 2026 Parks and Recreation Commission Staff Report](#)

[Attachment C - Proposed Sculpture Locations](#)

[Attachment D - Full Circle Application with Renderings](#)

6.6 Adopt a Resolution:

1. Authorizing submission of grant application to the Statewide Park Development and Community Revitalization Program (SPP) for eligible outdoor recreation improvements to the linear park along St. Mary's Road and related improvements within the southern area of Moraga Commons Park along St. Mary's Road, and
2. Designating the Town Manager, or designee, as the authorized representative for application preparation and submission.

[Staff Report](#)

[Attachment A - Draft SPP Resolution](#)

[Attachment B - Concept Map](#)

- 6.7 Adopt a resolution to reclassify the Administrative Services Director position to Assistant Town Manager/Administrative Services Director and approving the Employee Salary Schedule dated and effective October 18, 2026.

[Staff Report](#)

[Attachment A - Draft Resolution - Reclassification of Administrative Director Position](#)

[Attachment B - Salary Schedule FY 27 Eff 10-18-26](#)

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

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

8. PUBLIC HEARING

- 8A. Accept the report detailing the Moraga Police Department's use of Military Equipment and renew the Military Equipment Use Policy for the Moraga Police Department (MPD).

[Staff Report](#)

[Attachment A - Draft Resolution - Military Equipment Policy](#)

[Attachment B - MPD Policy 708](#)

[Attachment C - Annual Report RE Use of Military Equipment 25-26](#)

9. DEPARTMENT REPORTS

- 9A. Receive a Presentation on Police Department Activities.
- 9B. Staff recommends that the Town Council receive the presentation, review the draft Mobile Food Vending Ordinance, and provide direction on whether the proposed regulatory framework reflects the Council's prior direction. No action to introduce or adopt the ordinance is requested at this meeting.

[Staff Report](#)

[Attachment A - Draft Ordinance - Establishing Chapter 9.14 Mobile Food Vending](#)

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

11. INFORMATIONAL ITEMS

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

13. ADJOURNMENT



Town of Moraga

Signed by:

Katie Bruner

8C066257ADE040A...

Monthly Check Report

By Check Number

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
Bank Code: AP Bank -AP Bank						
2285	Ad Art LLC	09/03/2026	Regular	0.00	22,457.59	66748
A593272	Invoice	09/01/2026	Replacement Electronic Screen	0.00	22,457.59	
0091	Amazon Capital Services, Inc	09/03/2026	Regular	0.00	47.32	66749
1YKG-96W3-DF71	Invoice	09/01/2026	Office Supplies	0.00	47.32	
0176	Association of Bay Area Governments	09/03/2026	Regular	0.00	1,033.67	66750
1003000	Invoice	08/19/2026	Hacienda Pooled Power Customer No: T00...	0.00	1,033.67	
0221	Bay Cities Paving & Grading Inc.	09/03/2026	Regular	0.00	584,521.03	66751
1	Invoice	09/02/2026	025-401 Prof Services 2026.08	0.00	584,521.03	
0232	Benali Inc.	09/03/2026	Regular	0.00	644.09	66752
040643	Invoice	09/01/2026	Supplies	0.00	28.26	
040651	Invoice	07/20/2026	Supplies	0.00	147.96	
40710	Invoice	09/01/2026	Irrigation Parts	0.00	75.01	
40734	Invoice	09/01/2026	Irrigation Parts and PUC Pipe	0.00	66.49	
40754	Invoice	09/01/2026	LUMBER/BUILDING MATERIALS	0.00	288.53	
40755	Invoice	09/01/2026	Lumber materials for concrete slab for art ...	0.00	19.76	
40756	Invoice	09/01/2026	Small supplies - Streets	0.00	18.08	
0252	BKF Engineers	09/03/2026	Regular	0.00	32,610.00	66753
26081324	Invoice	09/02/2026	023-305 Prof Svcs through 2026.07.26	0.00	32,610.00	
0305	Burke, Williams & Sorensen	09/03/2026	Regular	0.00	6,632.08	66754
362855	Invoice	03/18/2026	05655-0180	0.00	187.20	
362856	Invoice	03/18/2026	D25-013 Legal Fees: 05655-0200.002 2026...	0.00	5,578.56	
374289	Invoice	09/01/2026	Legal Fees: Gen 05655-0136 2026.07	0.00	866.32	
0429	City of Lafayette	09/03/2026	Regular	0.00	20,000.00	66755
2026.09	Invoice	09/01/2026	Lamorinda Spirit Van Program FY 2026-20...	0.00	20,000.00	
0472	Contra Costa County Library	09/03/2026	Regular	0.00	2,318.64	66756
MOR-TECH-Q3-25.	Invoice	09/01/2026	Q3 2026 Technology and Equipment	0.00	1,026.38	
MOR-TECH-Q4-25.	Invoice	09/01/2026	Q4 2026 Technology and Equipment	0.00	1,292.26	
0473	Contra Costa County Public Works Dept.	09/03/2026	Regular	0.00	2,012.92	66757
709767	Invoice	09/01/2026	Traffic Signal Maintenance 2026.07	0.00	2,012.92	
0611	Diamond K Supply Ltd	09/03/2026	Regular	0.00	403.28	66758
5516800	Invoice	09/02/2026	APSC install - Pear @ Commons Park	0.00	60.09	
5516812	Invoice	09/01/2026	APSC install - Pear @ Commons Park	0.00	261.76	
5516813	Invoice	09/01/2026	APSC install - Pear @ Commons Park	0.00	22.22	
5516817	Invoice	09/01/2026	APSC install - Pear @ Commons Park	0.00	59.21	
0666	East Bay Municipal Utility Dist.	09/03/2026	Regular	0.00	14,736.65	66759
48312700001 20...	Invoice	09/01/2026	Water Svcs 1310 Camino Pablo Acct: 4831...	0.00	14,736.65	
0666	East Bay Municipal Utility Dist.	09/03/2026	Regular	0.00	246.92	66760
12212300001 20...	Invoice	09/01/2026	Water Svcs 848 Country Club Dr Acct: 122...	0.00	246.92	
0673	Ebne Mujadidi	09/03/2026	Regular	0.00	213.94	66761
13083	Invoice	09/01/2026	Battery MT 34 1996 Ford F250	0.00	213.94	
0764	Fiscal Unit - Office of the Sheriff - CCC	09/03/2026	Regular	0.00	100.00	66762
MOPD-2607	Invoice	09/01/2026	Forensic Svcs: 2026.07	0.00	100.00	
0776	Francisco & Associates, Inc.	09/03/2026	Regular	0.00	16,766.71	66763

Monthly Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
4303	Invoice	09/01/2026	Street Lighting Assess Dist FY2026-27	0.00	16,766.71	
0786	G&K Petroleum, Inc.	09/03/2026	Regular	0.00	2,699.05	66764
INV0000939	Invoice	09/01/2026	Fuel Purchases 2026.07.29-2026.08.21	0.00	2,699.05	
0827	Gopher Team	09/03/2026	Regular	0.00	959.00	66765
871402	Invoice	09/01/2026	Gopher abatement Rancho Laguna Park 2...	0.00	40.00	
871489	Invoice	09/01/2026	Pest Control - Commons Park 2026.08	0.00	599.00	
871636	Invoice	09/01/2026	Pest Control - Rancho Laguna Park 2026.08	0.00	320.00	
0865	Harris & Associates, Inc.	09/03/2026	Regular	0.00	32,438.75	66766
73727	Invoice	09/01/2026	025-202 Corliss Dr Prof Svcs 2026.01.01-2...	0.00	32,438.75	
0876	Health Care Dental Trust	09/03/2026	Regular	0.00	3,798.46	66767
382254	Invoice	09/01/2026	Dental Insurance: 2026.09	0.00	3,798.46	
0900	Horizon Distributors, Inc.	09/03/2026	Regular	0.00	524.81	66768
1R365718a	Invoice	09/01/2026	Maint Supplies	0.00	524.81	
0918	Impec Group Inc.	09/03/2026	Regular	0.00	4,239.04	66769
2608135	Invoice	09/01/2026	Facility Janitorial Svc	0.00	4,239.04	
2339	Jakob Haas	09/03/2026	Regular	0.00	115.00	66770
INV0000940	Invoice	09/01/2026	Petting Zoo Event Deposit	0.00	115.00	
1268	Leave Your Mark PHXOR, LLC	09/03/2026	Regular	0.00	57.00	66771
1608	Invoice	09/01/2026	Brick Plaque for Memorial Bench	0.00	57.00	
1272	Legal Defense Fund of the PORAC	09/03/2026	Regular	0.00	12.00	66772
542808	Invoice	09/01/2026	Legal Defense Fund: 2026.08	0.00	12.00	
1501	MNG PARTNERSHIP HOLDINGS LLC	09/03/2026	Regular	0.00	1,771.80	66773
0001478552	Invoice	09/01/2026	Legal Advertising	0.00	787.80	
0001480886 072...	Invoice	09/01/2026	Legal Advertising	0.00	984.00	
1573	National Trench Safety, Inc	09/03/2026	Regular	0.00	524.04	66774
RC00782025-04	Invoice	09/01/2026	023-201 Trench Plate Rental	0.00	524.04	
1581	Nichols Consulting Engineers, Chtd.	09/03/2026	Regular	0.00	37,128.35	66775
576255505	Invoice	08/18/2026	023-201 Prof Svcs thru 2026.08.07	0.00	37,128.35	
2299	Pierre Riche	09/03/2026	Regular	0.00	4,000.00	66776
003	Invoice	08/18/2026	Public Art Project - Pear, Final Payment	0.00	4,000.00	
1697	PlaceWorks, Inc.	09/03/2026	Regular	0.00	587.25	66777
TNMO-06.0 16	Invoice	09/01/2026	P90-039 Prof Svcs: 2026.07	0.00	587.25	
1868	SANDIS Civil Engineers Surveyors Planners	09/03/2026	Regular	0.00	2,094.13	66778
2607259	Invoice	09/01/2026	25-202 Prof Svcs through 2026.07.31	0.00	2,094.13	
2019	Suburban Propane-1645	09/03/2026	Regular	0.00	308.70	66779
16450228088	Invoice	09/01/2026	PROPANE	0.00	213.70	
169609	Invoice	09/01/2026	Propane tank @ 335 Rheem rental	0.00	95.00	
2105	TK Elevator Corp.	09/03/2026	Regular	0.00	940.61	66780
3009775455	Invoice	09/01/2026	Quarterly Elevator Maint 2026.09.01-2026...	0.00	940.61	
2045	T-Mobile	09/03/2026	Regular	0.00	41.86	66781
973577418 2026....	Invoice	09/01/2026	Cell Phones: PD 973577418 2026.08	0.00	41.86	
2174	Wallace Roberts & Todd INC	09/03/2026	Regular	0.00	7,913.50	66782
0000012	Invoice	08/19/2026	PROS Prof Svcs through 2026.07.26	0.00	7,913.50	
2217	Yaron Shoshan	09/03/2026	Regular	0.00	1,000.00	66783
INV0000930	Invoice	09/01/2026	Landscape Maint: 2026-09	0.00	1,000.00	
1712	PTS Communications Inc.	09/15/2026	Regular	0.00	75.00	66784

Monthly Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
2157037	Invoice	09/01/2026	Pay Phone Chrg: Rancho Laguna 9259130...	0.00	75.00	
2340	AAAAA RENT-A-SPACE-MORAGA LTD	09/16/2026	Regular	0.00	5,652.00	66785
#12869	Invoice	09/09/2026	Engineering Filing Storage Facility	0.00	5,652.00	
0081	Alta Planning + Design, Inc.	09/16/2026	Regular	0.00	1,670.00	66786
304.2600677.000..	Invoice	09/10/2026	13-101 Proj Admin Mgmt thru 2026.08.21	0.00	1,670.00	
2326	Andrew Merovich	09/16/2026	Regular	0.00	1,129.80	66787
1902	Invoice	09/10/2026	LEGO Camp	0.00	1,129.80	
0176	Association of Bay Area Governments	09/16/2026	Regular	0.00	7,413.07	66788
1004008	Invoice	09/14/2026	ABAG Annual Dues FY 2026-2027	0.00	6,484.00	
1006018	Invoice	09/10/2026	Hacienda Pooled Power Customer No: T00...	0.00	929.07	
0180	AT&T	09/16/2026	Regular	0.00	133.55	66789
000025712743	Invoice	09/10/2026	Alarm: 335 Rheem BAN 9391019309 2026...	0.00	133.55	
0180	AT&T	09/16/2026	Regular	0.00	29.11	66790
000025712798	Invoice	09/10/2026	Fax: Hacienda 2100 Donald BAN 9391020...	0.00	29.11	
0180	AT&T	09/16/2026	Regular	0.00	26.98	66791
000025788835	Invoice	09/10/2026	Sprinkler Alm 329 Rheem BAN 939102064...	0.00	26.98	
0180	AT&T	09/16/2026	Regular	0.00	156.45	66792
000025712805	Invoice	09/10/2026	AT&T BAN 9391020639 2026.09	0.00	156.45	
0180	AT&T	09/16/2026	Regular	0.00	27.96	66793
000025713506	Invoice	09/10/2026	Emer. Phone: 329 Rheem BAN 939106343...	0.00	27.96	
0180	AT&T	09/16/2026	Regular	0.00	27.96	66794
000025712799	Invoice	09/10/2026	Fax 329 Rheem BAN 9391020641 2026.09	0.00	27.96	
0180	AT&T	09/16/2026	Regular	0.00	168.10	66795
000025712742	Invoice	09/10/2026	AT&T BAN 9391019310 2026.09	0.00	168.10	
0188	Autohaus Moraga	09/16/2026	Regular	0.00	2,571.22	66796
#25197	Invoice	09/14/2026	Veh Maint Oil, Radiator Svc	0.00	280.64	
#25302	Invoice	09/14/2026	Veh Maint Oil, Control Arm, Brake Svc	0.00	1,999.73	
#25415	Invoice	09/14/2026	Veh Maint Thermostat Svc	0.00	290.85	
0232	Benali Inc.	09/16/2026	Regular	0.00	140.34	66797
40762	Invoice	09/10/2026	Maint Supplies	0.00	133.77	
40770	Invoice	09/10/2026	Maint Supplies	0.00	6.57	
0262	Bomac's Inc.	09/16/2026	Regular	0.00	195.00	66798
63260	Invoice	09/14/2026	Service Call	0.00	195.00	
0305	Burke, Williams & Sorensen	09/16/2026	Regular	0.00	13,350.21	66799
374286	Invoice	09/10/2026	P90-035 Legal Fees: 05655-0076 2026.07	0.00	1,513.20	
374287	Invoice	09/10/2026	Legal Fees: Pers 05655-0111 2026.07	0.00	1,414.40	
374288	Invoice	09/10/2026	Legal Fees: Gen 05655-0010 2026.07	0.00	2,998.94	
374290	Invoice	09/10/2026	Legal Fees: Lit 05655-0165 2026.07	0.00	950.04	
374291	Invoice	09/10/2026	Legal Fees: Gen 05655-0168 2026.07	0.00	335.29	
374292	Invoice	09/10/2026	Legal Fees: Gen 05655-180 2026.07	0.00	128.96	
374294	Invoice	09/10/2026	Legal Fees: Gen 05655-0211 2026.07	0.00	1,521.00	
374295	Invoice	09/10/2026	D26-021 Legal Fees: 05655-0212 2026.07	0.00	4,488.38	
0445	Cole Supply Company, LLC	09/16/2026	Regular	0.00	1,064.26	66800
12139655	Invoice	09/10/2026	Janitorial Supplies	0.00	1,064.26	
2334	D7 Roofing Servcies Inc	09/16/2026	Regular	0.00	97,052.95	66801
260041-01	Invoice	09/14/2026	023-108 329 Rheem Blvd Roof Replaceme...	0.00	97,052.95	
0601	Department of Justice	09/16/2026	Regular	0.00	753.00	66802
065685	Invoice	09/10/2026	LiveScan: 2026.07	0.00	194.00	

Monthly Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
072206	Invoice	09/14/2026	LiveScan: 2026.08	0.00	559.00	
0611	Diamond K Supply Ltd	09/16/2026	Regular	0.00	270.61	66803
5516132	Invoice	09/10/2026	Maint Supplies	0.00	76.48	
5516373	Invoice	09/10/2026	Maint Supplies	0.00	76.48	
5517066	Invoice	09/10/2026	Maint Supplies	0.00	117.65	
0632	Donald Scully	09/16/2026	Regular	0.00	1,861.62	66804
INV0000983	Invoice	09/10/2026	Tuition Reimb: Summer 2026	0.00	1,861.62	
0666	East Bay Municipal Utility Dist.	09/16/2026	Regular	0.00	816.70	66805
53401400001 20...	Invoice	09/10/2026	Water Svcs Town Hall 329 Rheem Acct: 53...	0.00	816.70	
0666	East Bay Municipal Utility Dist.	09/16/2026	Regular	0.00	265.20	66806
11316400001 20...	Invoice	09/14/2026	Water Svcs 390 Moraga Rd Acct: 1131640...	0.00	265.20	
0666	East Bay Municipal Utility Dist.	09/16/2026	Regular	0.00	7,483.78	66807
11448800001 20...	Invoice	09/14/2026	Water Svcs 99 Devin Dr Acct: 11448800001	0.00	7,483.78	
0666	East Bay Municipal Utility Dist.	09/16/2026	Regular	0.00	1,804.40	66808
11316600001 20...	Invoice	09/14/2026	Water Svcs Council 331 Rheem Acct: 1131...	0.00	1,804.40	
0786	G&K Petroleum, Inc.	09/16/2026	Regular	0.00	2,274.74	66809
INV0001003	Invoice	09/14/2026	Fuel Purchases: 2026.08.24-09.14	0.00	2,274.74	
0822	Golden State Fleet Services, Inc.	09/16/2026	Regular	0.00	250.00	66810
14-27429	Invoice	09/10/2026	Veh Towing	0.00	250.00	
0886	Henry Siu	09/16/2026	Regular	0.00	2,694.14	66811
7.08.26	Invoice	09/10/2026	Lunch BBQ	0.00	2,694.14	
0920	IncrediFlix, Inc.	09/16/2026	Regular	0.00	1,305.54	66812
INV-2078	Invoice	09/10/2026	Action Move Flix and Prod Fees: Summer ...	0.00	1,305.54	
2339	Jakob Haas	09/16/2026	Regular	0.00	1,000.00	66813
INV0000988	Invoice	09/10/2026	Pear + Wine Petting Zoo	0.00	1,000.00	
1010	Jennifer Runckel	09/16/2026	Regular	0.00	2,112.00	66814
INV0000986	Invoice	09/10/2026	Summer Yoga	0.00	2,112.00	
1272	Legal Defense Fund of the PORAC	09/16/2026	Regular	0.00	12.00	66815
924527	Invoice	09/10/2026	Legal Defense Fund: 2026.09	0.00	12.00	
2274	Lisa Maglio	09/16/2026	Regular	0.00	59.00	66816
INV0000072	Invoice	02/18/2026	League of California Cities Per Diem Reim...	0.00	59.00	
1365	Maria Inez Martinez	09/16/2026	Regular	0.00	1,062.00	66817
INV0000984	Invoice	09/10/2026	Yoga Sessions	0.00	1,062.00	
1501	MNG PARTNERSHIP HOLDINGS LLC	09/16/2026	Regular	0.00	237.80	66818
0001483256	Invoice	09/10/2026	Notice of Election	0.00	237.80	
1519	Moraga Country Club HOA	09/16/2026	Regular	0.00	9,136.69	66819
05029461	Invoice	09/10/2026	Mayor's Conf 2026.09.03	0.00	9,136.69	
1553	Municipal Pooling Authority	09/16/2026	Regular	0.00	111.00	66820
INV005153	Invoice	09/10/2026	MG Paint the Town Billback 7/15/26	0.00	111.00	
1669	Peace Officers Research Association of CA	09/16/2026	Regular	0.00	12.00	66821
542808	Invoice	09/10/2026	Membership Dues: 2026.10	0.00	12.00	
1783	Rincon Consultants, Inc.	09/16/2026	Regular	0.00	32,349.45	66822
76413	Invoice	09/14/2026	D25-025 Prof Svcs: 2026.07	0.00	20,104.00	
77133	Invoice	09/14/2026	D25-025 Prof Svcs: 2026.08	0.00	12,245.45	
1790	RoadSafe Traffic Systems, Inc.	09/16/2026	Regular	0.00	375.89	66823
283818	Invoice	09/14/2026	Streets Supplies	0.00	178.34	

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
284339	Invoice	09/14/2026	Streets Supplies	0.00	197.55	
1823	Ross Recreation Equipment	09/16/2026	Regular	0.00	728.27	66824
130399	Invoice	09/14/2026	Maint Supplies	0.00	728.27	
1936	Shred City	09/16/2026	Regular	0.00	162.00	66825
1218090826	Invoice	09/14/2026	Document Destruction: 2026.09	0.00	162.00	
1942	Sierra Display, Inc.	09/16/2026	Regular	0.00	986.82	66826
29102	Invoice	09/14/2026	Art in Public Spaces Banner	0.00	986.82	
1950	SNG & Associates, Inc	09/16/2026	Regular	0.00	3,757.50	66827
2026-0715	Invoice	09/14/2026	On Call Eng Land Dev Svcs WA#4: 2026.06...	0.00	3,757.50	
2069	The Berkeley Chess School	09/16/2026	Regular	0.00	5,640.00	66828
6679	Invoice	09/10/2026	Rheem ASEP	0.00	1,600.00	
6721	Invoice	09/10/2026	LP ASEP	0.00	1,800.00	
6759	Invoice	09/10/2026	LP ASEP	0.00	2,240.00	
2284	Theis Engineering & Associates	09/16/2026	Regular	0.00	20,470.00	66829
MOR12608	Invoice	09/14/2026	025-402 Prof Svcs: 2026.08	0.00	1,035.00	
MOR22608	Invoice	09/14/2026	Staff Augmentation Services: 2026.08	0.00	19,435.00	
2045	T-Mobile	09/16/2026	Regular	0.00	700.95	66830
201625790-23	Invoice	09/14/2026	Monthly Cell Phone 2026.08	0.00	700.95	
2123	TransUnion Risk & Alternative Data Solutions, Ir	09/16/2026	Regular	0.00	100.00	66831
811153-202608-1	Invoice	09/10/2026	Police Search Engine Acct: 811153 2026.08	0.00	100.00	
2156	Veritone Inc.	09/16/2026	Regular	0.00	1,300.00	66832
1190412	Invoice	09/15/2026	RIPA Collecting and Reporting FY2027	0.00	1,300.00	
2201	William W. Davis	09/16/2026	Regular	0.00	391.04	66833
INV0000987	Invoice	09/10/2026	Training Reimb: Lodging	0.00	391.04	
2242	Mission Square Retirement Trust	09/11/2026	Bank Draft	0.00	1,271.04	DFT0001529
INV0000949	Invoice	09/11/2026	401A Employer Contribution	0.00	1,271.04	
2242	Mission Square Retirement Trust	09/11/2026	Bank Draft	0.00	2,350.96	DFT0001530
INV0000950	Invoice	09/11/2026	401A Employee Contribution	0.00	2,350.96	
2242	Mission Square Retirement Trust	09/11/2026	Bank Draft	0.00	1,851.14	DFT0001531
INV0000951	Invoice	09/11/2026	Employee 457 Contribution	0.00	1,851.14	
0210	BASIC Benefits LLC	09/11/2026	Bank Draft	0.00	865.38	DFT0001532
INV0000952	Invoice	09/11/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust	09/11/2026	Bank Draft	0.00	8,806.21	DFT0001533
INV0000953	Invoice	09/11/2026	457 Employee Contribution	0.00	8,806.21	
0210	BASIC Benefits LLC	09/11/2026	Bank Draft	0.00	1,019.89	DFT0001534
INV0000954	Invoice	09/11/2026	FSA Employee Contribution	0.00	1,019.89	
0338	CalPERS	09/11/2026	Bank Draft	0.00	5,001.98	DFT0001535
INV0000955	Invoice	09/11/2026	Misc Classic Employee Contribution	0.00	5,001.98	
0338	CalPERS	09/11/2026	Bank Draft	0.00	3,601.43	DFT0001536
INV0000956	Invoice	09/11/2026	Misc Classic Employer Contribution	0.00	3,601.43	
0338	CalPERS	09/11/2026	Bank Draft	0.00	7.44	DFT0001537
INV0000957	Invoice	09/11/2026	Misc Classic PERS Survivor Benefits Emplo...	0.00	7.44	
0338	CalPERS	09/11/2026	Bank Draft	0.00	86.62	DFT0001538
INV0000958	Invoice	09/11/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS	09/11/2026	Bank Draft	0.00	6,622.48	DFT0001539

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0000959	Invoice	09/11/2026	Misc PEPR Employee Contribution	0.00	6,622.48	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	6,776.30	DFT0001540
INV0000960	Invoice	09/11/2026	Misc PEPR Employer Contribution	0.00	6,776.30	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	17.67	DFT0001541
INV0000961	Invoice	09/11/2026	Misc PEPR PERS Survivor Benefits Emplo...	0.00	17.67	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	110.60	DFT0001542
INV0000962	Invoice	09/11/2026	Misc PEPR PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	09/11/2026	09/11/2026 Bank Draft	0.00	70.00	DFT0001543
INV0000963	Invoice	09/11/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	09/11/2026	09/11/2026 Bank Draft	0.00	350.00	DFT0001544
INV0000964	Invoice	09/11/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust	09/11/2026	09/11/2026 Bank Draft	0.00	330.00	DFT0001545
INV0000965	Invoice	09/11/2026	ROTH IRA Employee Contribution	0.00	330.00	
2242	Mission Square Retirement Trust	09/11/2026	09/11/2026 Bank Draft	0.00	2,838.30	DFT0001546
INV0000966	Invoice	09/11/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	6,377.83	DFT0001547
INV0000967	Invoice	09/11/2026	Safety Classic Employee Contribution	0.00	6,377.83	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	7,933.04	DFT0001548
INV0000968	Invoice	09/11/2026	Safety Classic Employer Contribution	0.00	7,933.04	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	6.51	DFT0001549
INV0000969	Invoice	09/11/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	4,727.47	DFT0001550
INV0000970	Invoice	09/11/2026	Safety PEPR Employee Contribution	0.00	4,727.47	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	4,782.44	DFT0001551
INV0000971	Invoice	09/11/2026	Safety PEPR Employer Contribution	0.00	4,782.44	
0338	CalPERS	09/11/2026	09/11/2026 Bank Draft	0.00	4.65	DFT0001552
INV0000972	Invoice	09/11/2026	Safety PEPR PERS Survivor Benefits Empl...	0.00	4.65	
0335	California State Disbursement Unit	09/11/2026	09/11/2026 Bank Draft	0.00	410.76	DFT0001553
INV0000973	Invoice	09/11/2026	Child Support Payable	0.00	410.76	
2241	IRS	09/11/2026	09/11/2026 Bank Draft	0.00	7,495.03	DFT0001554
INV0000974	Invoice	09/11/2026	Medicare taxes	0.00	7,495.03	
2241	IRS	09/11/2026	09/11/2026 Bank Draft	0.00	33,388.33	DFT0001555
INV0000975	Invoice	09/11/2026	Federal taxes withheld	0.00	33,388.33	
2240	Employment Development Department	09/11/2026	09/11/2026 Bank Draft	0.00	14,592.55	DFT0001556
INV0000976	Invoice	09/11/2026	State Tax Payable	0.00	14,592.55	
2241	IRS	09/11/2026	09/11/2026 Bank Draft	0.00	344.18	DFT0001557
INV0000977	Invoice	09/11/2026	Social Security tax	0.00	344.18	
0200	Balco Holdings, Inc.	09/03/2026	09/03/2026 Bank Draft	0.00	720.00	DFT0001558
23168540	Invoice	09/01/2026	SERVICE CALL SI#4698493-Detector	0.00	720.00	
2266	Comcast Holdings Corporation	09/03/2026	09/03/2026 Bank Draft	0.00	137.58	DFT0001560
8155 40 005 031...	Invoice	09/01/2026	Internet Svcs: Elect St Sign 8155 40 005 03...	0.00	137.58	
2266	Comcast Holdings Corporation	09/03/2026	09/03/2026 Bank Draft	0.00	373.76	DFT0001561
8155 40 005 040...	Invoice	09/01/2026	Internet/Phone: 335 Rheem 8155 40 005 ...	0.00	373.76	
2247	Flex Technology Group LLC	09/03/2026	09/03/2026 Bank Draft	0.00	139.65	DFT0001562

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV377917	Invoice	09/01/2026	Copy Chrgs: P&R Contract CN31119-01	0.00	139.65	
2247	Flex Technology Group LLC	09/03/2026	Bank Draft	0.00	104.18	DFT0001563
INV377916	Invoice	09/01/2026	Copy Chrg: PW Contract CN31791-01	0.00	104.18	
2247	Flex Technology Group LLC	09/03/2026	Bank Draft	0.00	98.51	DFT0001564
INV383695	Invoice	09/01/2026	Copy Chrgs: Planning Contract CN31120-01	0.00	98.51	
2247	Flex Technology Group LLC	09/03/2026	Bank Draft	0.00	101.71	DFT0001565
INV377918	Invoice	09/01/2026	Copy Charges: 329 Rheem Cont. CN31118...	0.00	101.71	
1632	Pacific Gas & Electric	09/03/2026	Bank Draft	0.00	3,121.58	DFT0001566
8749324693-5 2...	Invoice	09/01/2026	Electricity: Hacienda 2100 Donald	0.00	3,121.58	
1632	Pacific Gas & Electric	09/03/2026	Bank Draft	0.00	14,541.71	DFT0001567
0190988489-0 2...	Invoice	09/01/2026	Electricity: Bundled Street 2026-08	0.00	14,541.71	
1632	Pacific Gas & Electric	09/03/2026	Bank Draft	0.00	21.84	DFT0001568
6905501381-2 2...	Invoice	09/01/2026	Electricity: St/Sig	0.00	21.84	
1945	Silicon Connections, LLC	09/03/2026	Bank Draft	0.00	8,620.00	DFT0001569
480078	Invoice	09/01/2026	IT Svcs: 2026.07	0.00	8,620.00	
2133	U.S. Bank Equipment Finance	09/03/2026	Bank Draft	0.00	252.33	DFT0001570
590059010	Invoice	09/01/2026	Copier Lease: PD Cont: 500-0670316-000	0.00	252.33	
2266	Comcast Holdings Corporation	09/17/2026	Bank Draft	0.00	633.28	DFT0001573
8155 40 005 019...	Invoice	09/10/2026	Internet Svcs: 329 Rheem 8155 40 005 01...	0.00	633.28	
2157	Verizon Wireless	09/17/2026	Bank Draft	0.00	115.05	DFT0001575
6152388630	Invoice	09/10/2026	PD/Code Enforcement Cell Phones 47124...	0.00	115.05	
0579	De Lage Landen Financial Services, Inc.	09/17/2026	Bank Draft	0.00	137.01	DFT0001576
598464513	Invoice	09/10/2026	Copier Lease: PW Contract: 500-50470361	0.00	137.01	
0200	Balco Holdings, Inc.	09/17/2026	Bank Draft	0.00	385.55	DFT0001578
23215054	Invoice	09/10/2026	Monitoring Fee Fire: Library 1500 St Marys...	0.00	385.55	
0579	De Lage Landen Financial Services, Inc.	09/17/2026	Bank Draft	0.00	371.80	DFT0001580
598464582	Invoice	09/10/2026	Copier Lease: PL 500-50407071 2026.09	0.00	371.80	
2157	Verizon Wireless	09/17/2026	Bank Draft	0.00	240.06	DFT0001582
6152388631	Invoice	09/10/2026	PD Data Cards Acct: 471243537-00005 20...	0.00	240.06	
0200	Balco Holdings, Inc.	09/17/2026	Bank Draft	0.00	114.00	DFT0001584
23216203	Invoice	09/10/2026	Mon. Fee Fire: Hacienda 2100 Donald 202...	0.00	114.00	
0200	Balco Holdings, Inc.	09/17/2026	Bank Draft	0.00	289.48	DFT0001586
23207247	Invoice	09/10/2026	Mon Fee Fire Council Chambers 335 Rhee...	0.00	289.48	
0200	Balco Holdings, Inc.	09/17/2026	Bank Draft	0.00	105.50	DFT0001588
23192982	Invoice	09/10/2026	Sec. Alm Monit. Svcs: 335 Rheem 2026.09	0.00	105.50	
0200	Balco Holdings, Inc.	09/17/2026	Bank Draft	0.00	180.81	DFT0001590
23185951	Invoice	09/10/2026	Sec Alm Mon Svc: 329 Rheem 2026.09	0.00	180.81	
1632	Pacific Gas & Electric	09/17/2026	Bank Draft	0.00	2,681.39	DFT0001602
1463449238-4 2...	Invoice	09/14/2026	Electricity 1463449238-4	0.00	2,681.39	
1632	Pacific Gas & Electric	09/17/2026	Bank Draft	0.00	5,595.72	DFT0001604
6504888173-7 2...	Invoice	09/14/2026	Electricity: Town Hall 329 Rheem	0.00	5,595.72	
1632	Pacific Gas & Electric	09/17/2026	Bank Draft	0.00	760.72	DFT0001606
8367275694-3 2...	Invoice	09/14/2026	Electricity: Council Chambers 335 Rheem	0.00	760.72	
1632	Pacific Gas & Electric	09/17/2026	Bank Draft	0.00	3,491.27	DFT0001608

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
0751460593-5 2...	Invoice	09/14/2026	Electric Library 1500 St Marys	0.00	3,491.27	
1632	Pacific Gas & Electric	09/17/2026	Bank Draft	0.00	200.16	DFT0001610
9622927397-2 2...	Invoice	09/14/2026	Electricity: Parks	0.00	200.16	
0579	De Lage Landen Financial Services, Inc.	09/17/2026	Bank Draft	0.00	32.45	DFT0001612
598635689	Invoice	09/15/2026	Copier Lease Tax: PW 500-50470361	0.00	32.45	
0579	De Lage Landen Financial Services, Inc.	09/17/2026	Bank Draft	0.00	59.68	DFT0001614
598635876	Invoice	09/15/2026	Copier Lease Tax: PL 500-50407071	0.00	59.68	
0579	De Lage Landen Financial Services, Inc.	09/17/2026	Bank Draft	0.00	40.06	DFT0001616
598634990	Invoice	09/15/2026	Copier Lease Tax: PR 500-50407083	0.00	40.06	
0579	De Lage Landen Financial Services, Inc.	09/17/2026	Bank Draft	0.00	65.13	DFT0001618
598635010	Invoice	09/15/2026	Copier Lease Tax: 329 Rheem 500-504070...	0.00	65.13	
1632	Pacific Gas & Electric	09/16/2026	Bank Draft	0.00	115.06	DFT0001633
5255041609-4 2...	Invoice	09/14/2026	Electricity Hacienda Pavilion 2100 Donald	0.00	115.06	
1632	Pacific Gas & Electric	09/16/2026	Bank Draft	0.00	76.03	DFT0001634
7234145569-8 2...	Invoice	09/14/2026	Electricity: Hacienda LaSala 2100 Donald	0.00	76.03	
1632	Pacific Gas & Electric	09/16/2026	Bank Draft	0.00	175.09	DFT0001635
6440793656-2 2...	Invoice	09/14/2026	Electricity: Streets/Signals	0.00	175.09	
1632	Pacific Gas & Electric	09/16/2026	Bank Draft	0.00	191.45	DFT0001636
8650812145-5 2...	Invoice	09/14/2026	Electricity: Hacienda Casita 2100 Donald	0.00	191.45	
2242	Mission Square Retirement Trust	09/25/2026	Bank Draft	0.00	1,271.04	DFT0001637
INV0001011	Invoice	09/25/2026	401A Employer Contribution	0.00	1,271.04	
2242	Mission Square Retirement Trust	09/25/2026	Bank Draft	0.00	2,350.96	DFT0001638
INV0001012	Invoice	09/25/2026	401A Employee Contribution	0.00	2,350.96	
2242	Mission Square Retirement Trust	09/25/2026	Bank Draft	0.00	1,822.99	DFT0001639
INV0001013	Invoice	09/25/2026	Employee 457 Contribution	0.00	1,822.99	
0210	BASIC Benefits LLC	09/25/2026	Bank Draft	0.00	865.38	DFT0001640
INV0001014	Invoice	09/25/2026	DCAP Employee Contribution	0.00	865.38	
2242	Mission Square Retirement Trust	09/25/2026	Bank Draft	0.00	10,306.21	DFT0001641
INV0001015	Invoice	09/25/2026	457 Employee Contribution	0.00	10,306.21	
0210	BASIC Benefits LLC	09/25/2026	Bank Draft	0.00	1,019.89	DFT0001642
INV0001016	Invoice	09/25/2026	FSA Employee Contribution	0.00	1,019.89	
0338	CalPERS	09/25/2026	Bank Draft	0.00	5,026.98	DFT0001643
INV0001017	Invoice	09/25/2026	Misc Classic Employee Contribution	0.00	5,026.98	
0338	CalPERS	09/25/2026	Bank Draft	0.00	3,619.42	DFT0001644
INV0001018	Invoice	09/25/2026	Misc Classic Employer Contribution	0.00	3,619.42	
0338	CalPERS	09/25/2026	Bank Draft	0.00	7.44	DFT0001645
INV0001019	Invoice	09/25/2026	Misc Classic PERS Survivor Benefits Emplo...	0.00	7.44	
0338	CalPERS	09/25/2026	Bank Draft	0.00	86.62	DFT0001646
INV0001020	Invoice	09/25/2026	Misc Classic PERS Service Credit	0.00	86.62	
0338	CalPERS	09/25/2026	Bank Draft	0.00	6,379.84	DFT0001647
INV0001021	Invoice	09/25/2026	Misc PEPRA Employee Contribution	0.00	6,379.84	
0338	CalPERS	09/25/2026	Bank Draft	0.00	6,528.02	DFT0001648
INV0001022	Invoice	09/25/2026	Misc PEPRA Employer Contribution	0.00	6,528.02	
0338	CalPERS	09/25/2026	Bank Draft	0.00	16.74	DFT0001649

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Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
INV0001023	Invoice	09/25/2026	Misc PEPRA PERS Survivor Benefits Emplo...	0.00	16.74	
0338	CalPERS	09/25/2026	Bank Draft	0.00	110.60	DFT0001650
INV0001024	Invoice	09/25/2026	Misc PEPRA PERS Service Credit	0.00	110.60	
2243	Moraga Police Managers Association	09/25/2026	Bank Draft	0.00	70.00	DFT0001651
INV0001025	Invoice	09/25/2026	MPMA Dues	0.00	70.00	
1531	Moraga Police Officers Assn	09/25/2026	Bank Draft	0.00	350.00	DFT0001652
INV0001026	Invoice	09/25/2026	MPOA Dues	0.00	350.00	
2242	Mission Square Retirement Trust	09/25/2026	Bank Draft	0.00	2,838.30	DFT0001653
INV0001027	Invoice	09/25/2026	ROTH 457 Employee Contribution	0.00	2,838.30	
0338	CalPERS	09/25/2026	Bank Draft	0.00	6,385.27	DFT0001654
INV0001028	Invoice	09/25/2026	Safety Classic Employee Contribution	0.00	6,385.27	
0338	CalPERS	09/25/2026	Bank Draft	0.00	7,942.28	DFT0001655
INV0001029	Invoice	09/25/2026	Safety Classic Employer Contribution	0.00	7,942.28	
0338	CalPERS	09/25/2026	Bank Draft	0.00	6.51	DFT0001656
INV0001030	Invoice	09/25/2026	Safety Classic PERS Survivor Benefits Empl...	0.00	6.51	
0338	CalPERS	09/25/2026	Bank Draft	0.00	4,721.25	DFT0001657
INV0001031	Invoice	09/25/2026	Safety PEPRA Employee Contribution	0.00	4,721.25	
0338	CalPERS	09/25/2026	Bank Draft	0.00	4,776.18	DFT0001658
INV0001032	Invoice	09/25/2026	Safety PEPRA Employer Contribution	0.00	4,776.18	
0338	CalPERS	09/25/2026	Bank Draft	0.00	4.65	DFT0001659
INV0001033	Invoice	09/25/2026	Safety PEPRA PERS Survivor Benefits Empl...	0.00	4.65	
0335	California State Disbursement Unit	09/25/2026	Bank Draft	0.00	410.76	DFT0001660
INV0001034	Invoice	09/25/2026	Child Support Payable	0.00	410.76	
2241	IRS	09/25/2026	Bank Draft	0.00	7,475.94	DFT0001661
INV0001035	Invoice	09/25/2026	Medicare taxes	0.00	7,475.94	
2241	IRS	09/25/2026	Bank Draft	0.00	33,600.19	DFT0001662
INV0001036	Invoice	09/25/2026	Federal taxes withheld	0.00	33,600.19	
2240	Employment Development Department	09/25/2026	Bank Draft	0.00	14,156.01	DFT0001663
INV0001037	Invoice	09/25/2026	State Tax Payable	0.00	14,156.01	
2241	IRS	09/25/2026	Bank Draft	0.00	692.40	DFT0001664
INV0001038	Invoice	09/25/2026	Social Security tax	0.00	692.40	
0319	California Choice Benefit Administrators	09/17/2026	Bank Draft	0.00	58,411.67	DFT0001669
5215933	Invoice	09/28/2026	Medical Insurance: 2026.10	0.00	58,411.67	
2141	Unum Life Insurance Co.	09/17/2026	Bank Draft	0.00	3,956.79	DFT0001673
0425163-001 20...	Invoice	09/28/2026	Disability Insurance: 2026.10	0.00	3,956.79	
0338	CalPERS	09/17/2026	Bank Draft	0.00	700.00	DFT0001681
100000018423778	Invoice	09/28/2026	GASB-68 Rprt Svcs Fee: Msmt Date 2026.0...	0.00	700.00	
0800	Geo-Engineering Solutions, Inc	09/30/2026	Bank Draft	0.00	297.50	DFT0001693
G2608-025	Invoice	09/28/2026	D25-025 Letter Preparation	0.00	297.50	
1632	Pacific Gas & Electric	09/03/2026	Bank Draft	0.00	165.68	DFT0001743
3675757343-5 2...	Invoice	09/01/2026	Electricity: St/Sig	0.00	165.68	
2132	U.S. Bank Corporate Payment Systems	09/30/2026	Bank Draft	0.00	22,473.42	DFT0001746
2026.09	Invoice	09/16/2026	Credit Card Payment: 2026.09	0.00	22,473.42	
2019	Suburban Propane-1645	09/30/2026	Bank Draft	0.00	213.70	DFT0001747

Monthly Check Report

Date Range: 09/01/2026 - 09/30/2026

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
1645-228089	Invoice	07/21/2026	PROPANE	0.00	213.70	

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	121	86	0.00	1,037,266.29
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	99	99	0.00	375,390.46
EFT's	0	0	0.00	0.00
	220	185	0.00	1,412,656.75



**TOWN OF MORAGA
TOWN COUNCIL
REGULAR MEETING**

WEDNESDAY, SEPTEMBER 09, 2026

**DRAFT
MINUTES
5:30 PM**

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

<https://livestream.com/moraga>

TOWN COUNCIL CHAMBER
335 RHEEM BOULEVARD
MORAGA, CA

1. CALL TO ORDER

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

ROLL CALL

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

Councilmembers Absent: Steve Woehleke

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

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

3A. Proclamation - Ovarian Cancer Awareness Month

Councilmembers read the proclamation aloud.

Liz McLaughlin provided comment.

Councilmembers provided additional comments.

3B. Proclamation – National Hispanic-Latino Heritage Month

Councilmembers read the proclamation aloud.

There were no public comments.

4. PUBLIC COMMUNICATION

Teresa Onoda provided public comment.

5. ADOPTION OF MEETING AGENDA

ACTION:

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

The meeting agenda was adopted as presented.

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

There were no public comments.

6. CONSENT CALENDAR

A. Consideration of Consent Items Removed for Discussion

Mayor Hillis pulled Consent Calendar item **6.5** for questions and comments.

Vice Mayor Dolan pulled Consent Calendar item **6.6** for questions and comments.

Consent Item 6.5:

Mayor Hillis invited Parks & Recreation Manager, Jasmine Bateson to provide comments regarding this item.

Councilmembers provided additional comments.

Consent Item 6.6:

Vice Mayor Dolan invited attendees to provide public comment.

Nancy Kendzierski, Larry Jacobs, Martha White and Megan Donnelly provided public comment.

Councilmembers provided additional comments.

ACTION:

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

Consent Calendar Item 6.5 was approved as presented.

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

ACTION:

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

Consent Calendar Item 6.6 was approved as presented.

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

B. Acceptance of Consent Items

ACTION:

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

Approved Consent Calendar items 6.1 – 6.4 as presented.

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

There were no public comments.

- 6.1 Approval of Meeting Minutes for the July 8, 2026 Regular and Special meetings of the Moraga Town Council and the July 16, 2026 Lamorinda Tri Cities Special meeting.
- 6.2 By minute order, designate Mayor Kerry Hillis to serve as the Voting Delegate and Vice Mayor Brian Dolan and Councilmember Lisa Maglio to serve as Alternate Delegates at the September 23-25, 2026 Cal Cities Annual Conference General Assembly/Business Meeting.

- 6.3 Review and accept the Local Sales Tax Oversight Committee's Independent Report to the Town Council regarding the sources and uses of the Measure K Transactions and Use Tax for Fiscal Year 2024-25.
- 6.4 Adopt a Resolution:
1. Accepting the All-Access Playground Resurfacing Project (CIP 25-303) as complete;
 2. Authorizing the Town Manager to execute the Certificate of Completion; and
 3. Authorizing the Town Engineer to record the Resolution of Acceptance and executed Certificate of Completion with the Contra Costa County Recorder.
- 6.5 Adopt a Resolution authorizing the acceptance of a \$165,998 California Highway Patrol Cannabis Grant for Fiscal Year 2026-27 to fund the purchase and equipping of a patrol vehicle and enforcement activities related to drivers who are operating their vehicle while under the influence.

7. ANNOUNCEMENTS AND REPORTS ON ACTIVITIES

A. Councilmember Reports on AB1234 Activities, Councilmember Announcements

<u>Councilmember Thiel</u>	Attended the Pear Sculpture installation and announced the ribbon cutting ceremony planned for September 26, 2026 at 10:30am at Moraga Commons Park.
<u>Vice Mayor Dolan</u>	Attended the Contra Costa County Mayors Conference at the Moraga Country Club.
<u>Councilmember Maglio</u>	Nothing to report.
<u>Councilmember Woehleke</u>	Absent.
<u>Mayor Hillis</u>	Thanked Town Staff for their support managing the Contra Costa County Mayors Conference.

B. Town Manager

<u>Town Manager Mitnick</u>	Announced the upcoming Joint Parks & Recreation Commission and Town Council Study Session scheduled immediately following the September 9, 2026 Regular Town Council meeting; announced the date of the next regular meeting on October 14, 2026 and tentative meeting topics; gave a brief comment on economic development news, in particular regarding Palos Colorados; provided an estimated timeframe for the Grocery Outlet opening and updates regarding the construction; provided an update on the 1600 School Street project and provided comments regarding the Contra Costa County Mayors Conference, in particular thanking town staff.
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8. PUBLIC HEARING

None.

9. DEPARTMENT REPORTS

None.

10. COUNCILMEMBER REQUESTS FOR FUTURE AGENDA ITEMS

None.

11. INFORMATIONAL ITEMS

None.

12. TOWN MANAGER FOLLOW-UP AND ANNOUNCEMENTS

Town Manager Mitnick acknowledged 9/11. Mayor Hillis commented on the Town of Danville's 9/11 memorial service.

13. ADJOURNMENT

Mayor Hillis adjourned the Town Council Regular meeting at **6:22 PM**.

Respectfully submitted by:

Amy Heavener, CMC
Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



**TOWN OF MORAGA
TOWN COUNCIL
SPECIAL JOINT MEETING**

DRAFT

**WEDNESDAY, SEPTEMBER 09, 2026
MINUTES
6:30 PM**

The following are minutes of the actions taken by the Town of Moraga Town Council and Parks and Recreation Commission. 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 special meeting was called to order at **6:32 PM** by Mayor, Kerry Hillis.

ROLL CALL

Councilmembers Present:

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

Councilmembers Absent:

Steve Woehleke

Staff Present:

Town Manager, Scott Mitnick, Assistant Town Attorney,
Denise Bazzano; Town Clerk, Amy Heavener; Administrative
Services Director, Katie Bruner; Parks & Recreation Director,
Mackenzie Brady; Police Chief, Jon King

Parks & Recreation Commissioners Present:

Chair Rob Pierson, Vice Chair Gian Panetta
Commissioners Michele Barar, Graig Crossley, Scott Parker,
Julie Sanders and Steve Smith

Parks & Recreation Commissioners Absent: None.

2. PUBLIC COMMUNICATION

None.

3. SPECIAL MEETING

3A. Hold a joint study session to review the Parks, Recreation, and Open Space (PROS) Master Plan draft recommendations; provide direction on proposed revisions; and identify priorities to guide preparation of the Draft PROS Master Plan.

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

Town Council members and Parks & Recreation Commissioners asked clarifying questions.

Parks & Recreation Director, Mackenzie Brady, Town Manager, Scott Mitnick and WRT provided additional clarification to Council and Commissioner questions.

David Lorie, Lynda Deschambault and Brad Hoover provided public comments.

Mayor Hillis called for a five-minute recess at 8:18 PM in order to assist a member of the public with their remote capabilities.

Town Council and Parks & Recreation Joint Special Meeting Recessed at 8:18 PM.
Town Council and Parks & Recreation Joint Special Meeting Reconvened at 8:26 PM.

Town Council members and Parks & Recreation Commissioners provided deliberations on the first part of the presentation.

Commissioners Crossly and Pierson as well as Mayor Hillis recused themselves for the remainder of the presentation due to their homes' proximity to Mulholland Ridge and The Hacienda.

Vice Mayor Dolan presided over the remainder of the meeting.

Madison Merrill and Peter Winch from WRT presented the remainder of the item.

Town Council members and Parks & Recreation Commissioners asked clarifying questions.

There were no public comments.

Town Council members and Parks & Recreation Commissioners provided final deliberations.

NO ACTION REQUIRED ; DISCUSSION ITEM ONLY.

4. ADJOURNMENT

Mayor Hillis adjourned the Town Council Special meeting at **9:17 PM.**

Respectfully submitted by:

Amy Heavener, CMC
 Town Clerk

Approved by the Town Council:

Kerry Hillis, Mayor



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Katie Bruner, Administrative Services Director

Subject: Adoption of Ordinance Repealing and Replacing Moraga Municipal Code Chapter 2.08 (Town Manager)

RECOMMENDATION

Waive the second reading and adopt an ordinance repealing and replacing Chapter 2.08 (Town Manager) of the Moraga Municipal Code (MMC) allowing the Town Manager to appoint the Town Treasurer and find the Ordinance Exempt from CEQA pursuant to Section 15061(b) (3) of the CEQA Guidelines.

BACKGROUND

Town Treasurer

For General Law cities and towns, California State Government Code Section 36501 requires a City/Town Treasurer, with the role of this position defined by State Government Code Sections 41001-41007. A municipal Treasurer may be elected, appointed, or filled by a staff member.

Dating back to 2011, the Chair of the Moraga Audit and Finance Committee (AFC) has served as the Town Treasurer, as outlined in the AFC Charter (Attachment D). Currently, the Chair of the AFC serves as Town Treasurer, with the following duties outlined in the current AFC Charter:

1. Serve as Chairperson of the AFC.
2. Work with the Administrative Services Director to establish AFC meeting agendas.
3. Follow up on specific tasks as requested by the AFC or directed by the Town Council.

California State Government Code 41001-41007 defines the role of the City Treasurer, including managing the Town's funds and investments, which is currently performed by the

Administrative Services Director.

The Moraga Municipal Code Section 2.08.070 currently states the Town Manager shall:

"Appoint, remove, promote and demote each officer and employee of the town, excepting the town attorney, town auditor and town treasurer, subject to personnel ordinances, rules and regulations."

On August 26, 2026, Town Council waived the first reading and introduced by title an update to the Town Manager ordinance, as included in Attachments A and B. On August 26, 2026, the Town Council also approved changes to the Audit and Finance Committee (AFC) charter, making the AFC a subcommittee of the Town Council.

DISCUSSION

Town Treasurer

The recommended change to MMC 2.08.070 removes the Town Treasurer from the list of exceptions of positions the Town Manager is allowed to appoint. This change will allow the Town Manager to appoint the Town Treasurer as a staff person, specifically the Administrative Services Director.

Of the 19 Contra Costa cities/towns, the treasurer role is filled by staff in 10 of them, including Orinda, Lafayette, and Danville. Seven cities have an elected treasurer. The City of Clayton and Town of Moraga have a treasurer appointed by the City/Town Council.

FISCAL IMPACT

There is no direct fiscal impact associated with this item.

CEQA COMPLIANCE

The proposed Ordinance 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.

ALTERNATIVES

1. Waive the second reading and adopt the prepared ordinance with changes;
2. Do not adopt the waive the second reading and do not adopt the prepared ordinance and provide direction to staff.

NEXT STEPS

If approved, the ordinance will be effective November 14, 2026.

ATTACHMENTS

Attachment A - Proposed Ordinance Repealing and Replacing Chapter 2.08

Attachment B - MMC 2.08.070 - Town Treasurer REDLINED

**TOWN OF MORAGA
TOWN COUNCIL**

ORDINANCE NO.

**AN ORDINANCE OF THE TOWN OF MORAGA REPEALING AND
REPLACING MORAGA MUNICIPAL CODE CHAPTER 2.08 (TOWN
MANAGER); 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 hereby ordain and find
as follows:**

SECTION 1. CEQA

The proposed ordinance is exempt from the California Environmental Quality Act ("CEQA"), in that the adoption of amendments to Chapter 2.08 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 2.08, "Town Manager" within Title 2, "Administration and Personnel" is deleted in its entirety and replaced with the following:

"Chapter 2.08 Town Manager

2.08.010 Office created.

The office of the town manager is created. The town council appoints the town manager and shall make the appointment wholly on the basis of his or her administrative and executive ability and qualifications. The town manager holds office at the pleasure of the town council.

2.08.020 Reserved.

2.08.030 Eligibility.

A member of the town council is not eligible for appointment as town manager until one year elapses after the council member ceases to be a member of the council.

2.08.040 Bond.

The town council, in its discretion, may require the town manager or acting town manager to furnish a corporate surety bond approved by the town council in such sum as the town council determines. The bond shall be conditioned upon the faithful

performance of the duties imposed upon the town manager and acting town manager. The premium for the bond is a proper charge against the town.

2.08.050 Acting town manager.

The assistant town manager serves as manager pro tempore during the temporary absence or disability of the town manager. If there is no assistant town manager, the town manager shall designate a qualified town employee to exercise the powers and perform the duties of town manager during his or her temporary absence or disability by filing a written notice with the town clerk. If the town manager's absence or disability extends over two months, the town council may appoint an acting town manager.

2.08.060 Compensation.

The town manager receives such compensation as the town council determines from time to time.

The town manager shall be reimbursed for all actual and necessary expenses incurred by him in the performance of his or her official duties, except as otherwise provided by the town council.

2.08.070 Powers and duties.

The town manager is the administrative head of the government of the town, subject to the direction and control of the town council. He or she is responsible for the efficient administration of all the affairs of the town which are under his or her control. In addition to his or her general powers as administrative head and not as a limitation on them, the town manager shall:

- A. Enforce the laws and ordinances of the town and see that the franchises, contracts, permits and privileges granted by the council are faithfully observed;
- B. Control, order and give directions to all heads of departments and to subordinate officers and employees of the town who are subject to removal by him or her;
- C. Appoint, remove, promote and demote each officer and employee of the town, excepting the town attorney, and town auditor, subject to personnel ordinances, rules and regulations;
- D. Conduct studies and effect such administrative reorganization of offices, positions and units under his direction as are in the interest of efficient, effective and economical conduct of the town's business;
- E. Recommend to the council for adoption such measures and ordinances as he or she considers necessary;
- F. Attend all meetings of the council unless he or she is excused by the mayor individually or the council, except when his or her removal is under consideration;

- G. Keep the council advised at all times as to the financial condition and needs of the town;
- H. Prepare and submit the proposed annual budget and the proposed annual salary plan to the council for its approval;
- I. See that no expenditures are submitted or recommended to the council except on approval of the town manager or his or her authorized representative. The town manager or his or her authorized representative is responsible for the purchase of all supplies for all the departments and divisions of the town;
- J. Make investigations into the affairs of the town and each department and division of it and each contract and its proper performance by the town. The town manager shall investigate all complaints of matters concerning the administration of the town government and of the service maintained by public utilities in the town;
- K. Exercise general supervision over all public buildings, public parks and all other public property under the control and jurisdiction of the council;
- L. Perform such other duties and exercise such other powers as the town council delegates to him or her from time to time.

2.08.080 Council-manager relations.

Each member of the town council shall deal with the administrative services of the town through the town manager, except for purposes of inquiry. Neither the council nor a member of the council shall give orders or instructions to subordinates of the town manager. The town manager shall take his or her orders and instructions from the council only when the council is sitting in a duly convened meeting and no individual councilman shall give orders or instructions to the town manager.

2.08.090 Departmental cooperation.

Each subordinate officer and the town clerk, town auditor, town treasurer and the town attorney shall assist the town manager in administering the affairs of the town efficiently, economically and harmoniously.

2.08.100 Attendance at commission meetings.

The town manager may, and upon request of the town council shall, attend meetings of the planning commission, other commissions, boards and committees created by the council. At these meetings which the town manager attends, boards or committees shall hear the town manager upon matters which he or she wishes to address the members, and he or she shall inform the members as to the status of matters being considered by the council. He or she shall cooperate to the fullest extent with the members of each commission, board and committee appointed by the council.

2.08.110 Removal of town manager.

The town manager may be removed only by a majority vote of the whole town council as then constituted, convened in a regular council meeting, subject to Sections 2.08.120 through 2.08.150. In case of his or her removal by the council, the council shall furnish the town manager with a written notice stating the council's intention to remove him or her at least ninety (90) days during his first year of employment, and thirty (30) days thereafter, before the effective date of his or her removal. If the town manager so requests, the council shall provide in writing reasons for the intended removal. The council shall provide the town manager with these written reasons within seven days after the receipt of a request from the town manager. The town manager shall make his or her request for the reasons in writing at least fifteen (15) days before the effective date of his or her removal.

2.08.120 Removal hearing.

Within seven days after the delivery to the town manager of the notice of intention to remove, the town manager may request a hearing before the council by filing written notice with the town clerk. Thereafter, the council shall fix a time for the hearing. The council shall hold the hearing at its usual meeting place, before the effective date of the intended removal. At the hearing, the town manager may appear and be heard with or without counsel. The purpose of the hearing is to allow the town manager to present to the council his or her grounds of opposition to his removal before the council acts.

2.08.130 Suspension pending hearing.

After furnishing the town manager with written notice of intended removal, the council may suspend him or her from duty, but his or her compensation continues until the effective date of his or her removal by action of the council taken after the hearing referred to in Section 2.08.120.

2.08.140 Discretion of council.

In removing the town manager, the council has absolute discretion and its action is final and conclusive and does not depend upon any particular showing or degree of proof at the hearing.

2.08.150 Limitation on removal.

Notwithstanding Sections 2.08.110 through 2.08.140, the town manager may not be removed from office, other than for misconduct in office, during the period of ninety (90) days following: (1) a general municipal election held in the town at which a member of the town council is elected; or (2) the time when a new town councilmember is appointed. The purpose of this section is to allow each newly elected or appointed member of the council or a reorganized council to observe the actions and ability of the town manager in the performance of the powers and duties of his or her office.

2.08.160 Agreements on employment.

This chapter is not a limitation on the power or authority of the town council to enter into a supplemental agreement with the town manager delineating additional terms and conditions of employment not inconsistent with those sections.”

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 thirty days after adoption.

2.08.070 Powers and duties.

The town manager is the administrative head of the government of the town, subject to the direction and control of the town council. He or she is responsible for the efficient administration of all the affairs of the town which are under his or her control. In addition to his or her general powers as administrative head and not as a limitation on them, the town manager shall:

- A. Enforce the laws and ordinances of the town and see that the franchises, contracts, permits and privileges granted by the council are faithfully observed;
- B. Control, order and give directions to all heads of departments and to subordinate officers and employees of the town who are subject to removal by him or her;
- C. Appoint, remove, promote and demote each officer and employee of the town, excepting the town attorney, town auditor ~~and town treasurer~~, subject to personnel ordinances, rules and regulations;
- D. Conduct studies and effect such administrative reorganization of offices, positions and units under his direction as are in the interest of efficient, effective and economical conduct of the town's business;
- E. Recommend to the council for adoption such measures and ordinances as he or she considers necessary;
- F. Attend all meetings of the council unless he or she is excused by the mayor individually or the council, except when his or her removal is under consideration;
- G. Keep the council advised at all times as to the financial condition and needs of the town;
- H. Prepare and submit the proposed annual budget and the proposed annual salary plan to the council for its approval;
- I. See that no expenditures are submitted or recommended to the council except on approval of the town manager or his or her authorized representative. The town manager or his or her authorized representative is responsible for the purchase of all supplies for all the departments and divisions of the town;
- J. Make investigations into the affairs of the town and each department and division of it and each contract and its proper performance by the town. The town manager shall investigate all complaints of matters concerning the administration of the town government and of the service maintained by public utilities in the town;
- K. Exercise general supervision over all public buildings, public parks and all other public property under the control and jurisdiction of the council;
- L. Perform such other duties and exercise such other powers as the town council delegates to him or her from time to time.

(Prior code § 2-107)



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Nate Levine, Public Works Director/Town Engineer

Subject: Award of a Professional Services Agreement and Approval of an Updated Project Budget for the School Street Feasibility, Concept Development, and Implementation Study (CIP 25-402)

RECOMMENDATION

Adopt a Resolution:

1. Authorizing the Town Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the School Street Feasibility, Concept Development, and Implementation Study (CIP 25-402), in a contract amount not to exceed \$454,121.66 and authorizes a 10% Town-held contingency of \$45,412.17, for total project authority not to exceed \$499,533.83;
2. Authorizing the Town Manager or designee to approve additional study services and related agreement amendments using the contingency within the approved total authorization;
3. Approving the proposed CIP 25-402 budget revision (Attachment C), which funds the study with the \$600,000 grant and removes the previously programmed Measure J funding; and
4. Finding that the feasibility and planning study is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15306 (Information Collection).

BACKGROUND

On January 27, 2010, the Town Council adopted the Moraga Center Specific Plan (MCSP). The School Street project is intended to advance the MCSP's circulation and multimodal connections.

The School Street Complete Streets Project (CIP 25-402) is included in the Town's Capital Improvement Program (CIP). The project extends from Moraga Way to St. Mary's Road, as

shown on the project location map (Attachment B). The CIP identifies improvements to this collector street and regional trail corridor, including a continuous multi-use path, sidewalks, bicycle facilities, roadway realignment, and intersection improvements to better serve all users. The adopted CIP identifies funding for preliminary study and conceptual layouts; future implementation remains unfunded.

To support the Town's goals and CIP project, the Town sought and received a \$600,000 federal Surface Transportation Block Grant (STBG), administered by the Metropolitan Transportation Commission (MTC), for the School Street feasibility, concept development, and implementation study. The study will evaluate whether and how the planned improvements can be implemented, including the effects on Moraga Center circulation, shopping center access, property requirements, utilities, and environmental resources.

On June 4, 2026, the Town issued a Request for Proposals and Qualifications for the study, with proposals due July 8, 2026.

DISCUSSION

Staff recommends awarding the contract to Kimley-Horn based on the firm's understanding of the project and its approach to evaluating circulation, engineering, survey, right-of-way, utility, environmental, and cost considerations needed to implement the project.

The study will help the Town select a feasible concept and identify the work and funding needed to implement it. It will evaluate the School Street extension and connection alternatives at St. Mary's Road/Moraga Road, circulation, shopping center access, and pedestrian and bicycle connections in Moraga Center. It will also identify property, utility, and environmental constraints affecting the project's alignment and cost.

The proposed scope of work, included in the Professional Services Agreement (Attachment C), includes:

1. **Existing conditions and constraints:** review available records, collect traffic data, prepare topographic survey and property and utility mapping, and identify constraints affecting potential improvements;
2. **Concept alternatives and circulation:** develop and compare alternatives, evaluate changes in travel patterns and shopping center access, and assess safety, pedestrian and bicycle connectivity, and key intersection operations;
3. **Property and agency coordination:** coordinate with affected property owners and agencies and develop planning-level right-of-way cost estimates to inform alternatives comparison and the project cost estimate;
4. **Preliminary environmental assessment:** identify environmental constraints, additional technical studies, and the environmental review and permitting requirements for future improvements; and
5. **Preferred concept and implementation plan:** prepare preliminary concept plans, a construction and related project cost estimate, an implementation and funding roadmap, and a final study report.

Staff recommends awarding the complete scope of services for \$454,121.66, with a 10% contingency for limited scope refinements or related study services. Use of the contingency would require written Town authorization.

The consultant anticipates up to 11 months to complete the study. Staff is coordinating with MTC to extend the current March 31, 2027 grant completion deadline to accommodate the study schedule.

FISCAL IMPACT

The consultant fee is \$454,121.66. A 10% Town-held contingency of \$45,412.17 brings total requested authority to \$499,533.83. The proposed authorization is within the \$600,000 federal STBG grant established by the executed MTC supplement.

The \$600,000 grant fully funds consultant services, the proposed contingency, and Town staff time for the study. Staff recommends approving the proposed CIP 25-402 budget revision (Attachment D), which removes the previously programmed Measure J funding.

The award funds the planning and conceptual study. Future design, property acquisition, and construction costs will be refined through the study and addressed through subsequent CIP, funding, and Town Council decisions.

CEQA COMPLIANCE

The recommended action authorizes feasibility, information collection, and conceptual planning services and is exempt from CEQA pursuant to CEQA Guidelines section 15306 (Information Collection). It does not approve construction of any improvements. The study will evaluate environmental constraints and identify the appropriate environmental review and permitting requirements for a future project. Environmental review would be completed before approval of future improvements, as applicable.

ALTERNATIVES

1. Adopt the Resolution with modifications; or
2. Direct staff to negotiate with the next-ranked firm; or
3. Do not adopt the Resolution and provide direction to staff. Delaying the award would also require revisiting the study schedule and grant completion deadline.

NEXT STEPS

If the Resolution is adopted, staff will implement the approved CIP funding revision, finalize and execute the agreement with Kimley-Horn, and issue a Notice to Proceed to begin the study.

ATTACHMENTS

Attachment A - Draft Resolution

Attachment B - Project Location Map

Attachment C - Federal PSA Revised Draft

Attachment D - Proposed CIP 25-402 Revision

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. XX-2026

AUTHORIZING THE TOWN MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR THE SCHOOL STREET FEASIBILITY, CONCEPT DEVELOPMENT, AND IMPLEMENTATION STUDY (CIP 25-402) IN A TOTAL AMOUNT NOT TO EXCEED \$454,121.66

WHEREAS, the School Street Complete Streets Project (CIP 25-402) extends from Moraga Way to St. Mary's Road. The CIP identifies improvements to this collector street and regional trail corridor, including a continuous multi-use path, sidewalks, bicycle facilities, roadway realignment, and intersection improvements to better serve all users;

WHEREAS, the Town sought and received a \$600,000 Federal Surface Transportation Block Grant (STBG), administered by the Metropolitan Transportation Commission (MTC), for the School Street feasibility, concept development, and implementation study;

WHEREAS, the Town issued a Request for Proposals and Qualifications on June 4, 2026, for the study with proposals due July 8, 2026;

WHEREAS, the Town received three proposals. After reviewing proposals, conducting interviews, and completing reference checks, the Town ranked Kimley-Horn first;

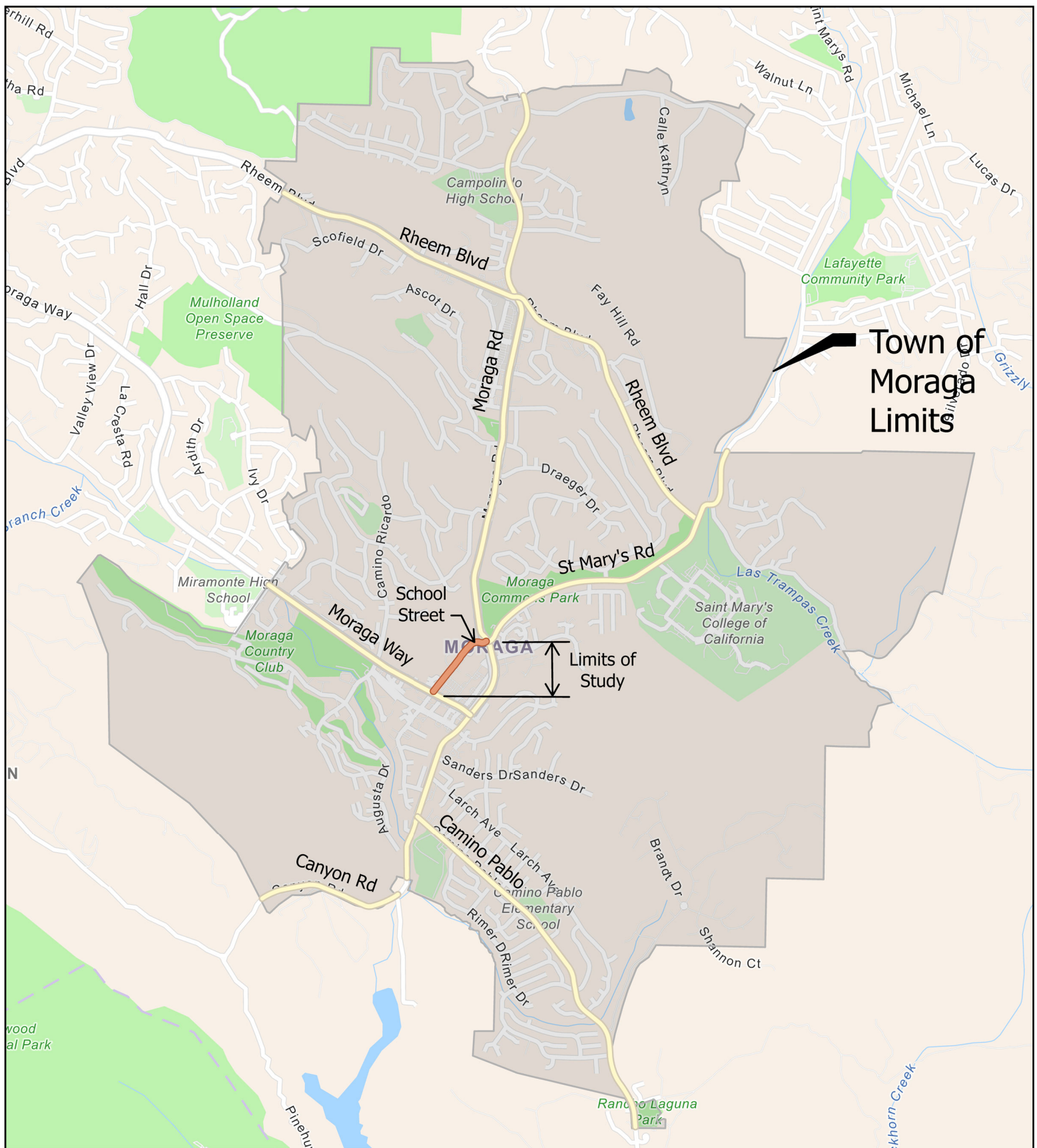
WHEREAS, staff recommends awarding the contract based on the firm's understanding of the project and its approach to evaluating circulation, engineering, survey, right-of-way, utility, environmental, and cost considerations needed to implement the project;

WHEREAS, staff recommends awarding the professional services agreement in the amount of \$454,121.66, plus a 10% contingency for limited scope refinements or related study services. Use of the contingency would require written Town authorization; and

WHEREAS, the adopted Fiscal Year 2025-26 and Fiscal Year 2026-27 Capital Improvement Program for CIP 25-402 includes funding from Measure J. The Town also secured a \$600,000 Federal Surface Transportation Block Grant (STBG), administered by the Metropolitan Transportation Commission (MTC), to support the School Street feasibility, concept development, and implementation study; and

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

1. Authorizes the Town Manager to execute a Professional Services Agreement with Kimley-Horn and Associates, Inc. for the School Street Feasibility, Concept Development, and Implementation Study (CIP 25-402), in a contract amount not to exceed \$454,121.66 and authorizes a 10% Town-held contingency of \$45,412.17, for total project authority not to exceed \$499,533.83.
2. Authorizes the Town Manager or designee to approve additional study services and related agreement amendments using the contingency within the approved total authorization, if necessary.
3. Finds the feasibility and planning study is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15306 (Information Collection).
4. Authorizes the proposed CIP 25-402 budget revision, which funds the study with the \$600,000 grant and removes the previously programmed Measure J funding.
5. Authorizes the Town Manager and Town staff to take all actions necessary to implement this Resolution, including execution of the agreement and any minor non-substantive revisions approved by the Town Manager and Town Attorney.



**School Street Feasibility,
Concept Development, and
Implementation Study (CIP 25-402)
Site and Location Map**

Town of Moraga

N

0 1,800 3,600 Feet

October, 2026 38

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of the day of October 14, 2026, by and between the TOWN OF MORAGA, hereinafter called the “Town”, and Kimley-Horn, hereinafter called the “Consultant.” Town and Consultant shall be sometimes collectively referred to as “Parties.”

Recitals

WHEREAS, Town desires to obtain professional project management services to conduct a study in connection with School Street Feasibility, Concept Development, and Implementation Study CIP 25-402 Project; and

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

WHEREAS, the Services may be funded in whole or in part with federal Surface Transportation Block Grant funds administered through the Metropolitan Transportation Commission pursuant to the Master Funding Agreement between the Metropolitan Transportation Commission and the Town and any applicable supplement thereto; and

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

Agreement

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Recitals. The Parties agree that the foregoing recitals are true and correct and are hereby incorporated as terms of the Agreement.
2. Scope of Services. Consultant shall perform the services set out in the “Scope of Work” attached hereto as Exhibit “A”.
3. Time of Performance. The services of the Consultant are to commence no sooner than October 14, 2026, and, subject to Town Council approval, be completed not later than January 31, 2028. Consultant shall perform its services in accordance with the schedule in Exhibit “B.” Any changes to these dates in either this Section 3 or Exhibit “B” must be approved in writing by the Town Manager or its representatives.
4. Compensation and Method of Payment.
 - A. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit “C”. However, in no event shall the amount Town pays Consultant exceed Four Hundred and Fifty-Four Thousand One Hundred and

Twenty-Two Dollars (\$454,122). 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. Consultant shall submit monthly progress invoices for the Services performed during the preceding billing period, in accordance with Exhibit C. Each invoice shall identify the task, deliverable, work performed, billing period, personnel, labor hours, billing rates, subconsultant costs, reimbursable expenses, and supporting documentation reasonably required by the Town or any applicable funding agency. 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.

G. Federal Cost Principles; Audit of Rates. Because the Services are funded in whole or in part with federal transportation funds, compensation under this Agreement shall be determined in accordance with the applicable federal cost principles at 48 C.F.R. Part 31 and 23 C.F.R. Part 200. The method of payment is as set forth in Exhibit C and shall be a method permitted under 23 C.F.R. Section 172.9(b); the cost plus a percentage of cost method and the percentage of construction cost method of payment shall not be used. The direct labor or salary rates and the indirect (overhead) cost rates of Consultant and any subconsultant set forth in Exhibit C are subject to audit and acceptance in accordance with the federal cost principles and 23 C.F.R. Section 172.11, and any indirect cost rate accepted under that section shall be applied without any ceiling. Consultant shall, and shall require each subconsultant to, maintain an accounting system adequate to accumulate and segregate all costs billed under this Agreement.

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. To the extent required by applicable funding requirements, the Town, FHWA, and any other granting agency shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use the work products prepared under this Agreement for government purposes.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the Town. Any consultants, specialists or experts approved by Town are listed in Exhibit "D." Consultant shall require any approved subconsultant to comply with all provisions of this Agreement applicable to the subconsultant's work, including any applicable federal, state, Caltrans, MTC, grant funding, records, audit, nondiscrimination, and flow-down requirements.

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, claims expenses, reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.

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.

F. **Federal Funding Requirements.** Consultant acknowledges that the Services may be funded in whole or in part with federal transportation funds administered through the Metropolitan Transportation Commission. Consultant shall comply with all federal, state, Caltrans, MTC, and Town requirements applicable to Consultant's performance of the Services, including applicable requirements related to nondiscrimination, Title VI, disadvantaged business enterprise requirements, debarment and suspension, lobbying, allowable costs, records, audits, documentation, and work-product use. The DBE goal for this Agreement is zero percent (0%). Consultant certifies that neither Consultant nor its principals, officers, key employees, or approved subconsultants are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in federally funded contracts. Consultant shall comply with applicable federal restrictions on lobbying and shall execute any required lobbying certifications or disclosures. Consultant assures that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement and shall carry out the applicable requirements of 49 C.F.R. Part 26 in the award and administration of any federally funded subconsultant agreements. Consultant shall pay each subconsultant for satisfactory work no later than ten (10) days after Consultant receives payment from the Town for that work and shall release any retention withheld from a subconsultant in accordance with 49 C.F.R. Section 26.29. Consultant shall include applicable requirements in approved subconsultant agreements.

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. The Consultant shall not be deemed in breach of this Agreement, nor liable for any delay in performance, to the extent the delay is caused by events beyond the Consultant's reasonable control and occurring without its fault or negligence, including natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, acts of the Town, or acts of third parties or governmental agencies, provided that the Consultant gives the Town prompt written notice of the cause and uses reasonable diligence to mitigate the delay and resume performance. The Consultant's sole remedy for such a delay shall be an extension of the time for performance equal to the period of the delay, as approved in writing in accordance with Section 3. This Section does not relieve the Consultant of liability arising from its own negligence, recklessness, or willful misconduct, does not excuse a delay caused solely by increased cost or the Consultant's inability to pay, and does not limit the Consultant's obligations under Section 11 or the Town's rights under Sections 18 and 19.

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

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

If to Consultant: Adam Dankberg, PE
Kimley-Horn
4637 Chabot Drive Ste. 300
Pleasanton, CA 94588

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.

E. Consultant shall retain records related to this Agreement for the longer of the period required by this Agreement, applicable law, or applicable federal, state, Caltrans, MTC, or Town funding requirements. Records related to this Agreement shall also be made available for inspection, audit, and copying by MTC, Caltrans, FHWA, FTA, the U.S. Department of Transportation, the Comptroller General of the United States, the State of California, and any other authorized oversight agency to the extent required by applicable funding requirements. If any audit, claim, litigation, or monitoring review begins before the end of the applicable retention period, Consultant shall retain the records until all such matters are resolved.

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. Consultant shall also comply with applicable federal nondiscrimination requirements, including Title VI of the Civil Rights Act of 1964 and related federal regulations, and shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, sexual orientation, gender identity, or any other status protected by applicable law in the performance of this Agreement.

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

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

28. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

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

Exhibit A: Scope of Services

Exhibit B: Schedule

Exhibit C: Compensation

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

Exhibit E: Liability and Insurance Requirements

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

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

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

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

TOWN OF MORAGA

CONSULTANT

By:
Scott Mitnick, Town Manager

By:_____

Name: _____

Title: _____

ATTEST

Address: _____

Amy Heavener,
Town Clerk

Phone No: _____

APPROVED AS TO FORM:

By:
Michelle Marchetta Kenyon,
Town Attorney

FUNDING:

By:_____

Katie Bruner,
Administrative Services Director

EXHIBIT A

Scope of Services

Insert

DRAFT

TASK 1 – Project Management and Coordination

Task 1.1. Project Administration and Invoicing

Task 1.2. Project Management Plan, Control, and Internal Coordination

Task 1.3. Town Meetings, Minutes, and Agenda

Task 1.4. Manage QC/QA Program

The subtasks above are proposed for **Task 1 – Project Management and Coordination**.

Kimley-Horn will conduct this task throughout the Study's duration, which is assumed to be up to 11 months. **Akash Patel, PE** will be the primary point of contact between Town staff and the Kimley-Horn team. Kimley-Horn will prepare and maintain a project schedule as well as monthly invoices with progress reports; provide email status updates and coordination; and establish and maintain an online file sharing folder through OneDrive. Kimley-Horn will develop and maintain a QC/ QA program, which involves a qualified technical reviewer performing independent reviews ahead of major submittals to review overall quality of our deliverables. QC/QA reviews are built into the Kimley-Horn team's time and effort for the relevant submittal tasks.

Kimley-Horn will coordinate and attend an in-person project kick-off meeting with Town staff to discuss the Town's expectations for this Study, document Study goals and objectives, confirm standards, make requests for information (RFIs), review and establish project administration procedures, and discuss the Study schedule. The following project management meetings are assumed:

- Project kick-off meeting (in-person)
- Up to 22 bi-weekly, 30-minute project coordination meetings (over the Study's duration) with the Town's project manager and staff (virtual)
- Up to six (6) additional coordination meetings to resolve outstanding issues (virtual). configuration This is not accounted for in other tasks' scope of services.

Task 1 Deliverables

- Kick-Off Meeting (in-person) and Project Meetings (virtual)
- Electronic Copy of Meeting Agenda and Minutes
- Project Management Plan (PDF)
- Electronic Copy of Project Schedule (updated monthly)
- Monthly Invoices and Progress Summaries

- Internal Project Files and Work Plan (retained at Kimley-Horn offices for up to 3 years)
- QC/QA Plan

TASK 2 – Existing Information Review, Existing Conditions Mapping, and Constraints Assessment

Task 2.1. Document Review and Site Visit

Kimley-Horn will review available project documentation and conduct field reconnaissance to establish baseline corridor conditions. Up to three (3) members of the team will conduct one (1) field visit within the Study limits. Available project documentation is assumed to include existing studies, as-built drawings, ROW records, GIS information, Town planning documents, utility mapping, current nearby project documents, and other relevant background information.

Kimley-Horn will collect available historical traffic counts from the Town, including multi-modal intersection turning movement (ITM) counts, average daily traffic (ADT) counts, and speeds along Moraga Road between St. Mary's Road and Moraga Way. This task includes collection of new weekday and weekend peak period ITM counts at the Moraga Way/School Street intersection, as well as 72-hour ADT counts and speeds along School Street and Moraga Way between School Street and Moraga Road.

Additionally, we will collect driveway counts at up to 10 locations at the Moraga Center shopping center.

Task 2.1 Deliverables

- Document Review Log and Site Visit Notes
- Traffic counts

Task 2.2. Topographic Survey and ROW Mapping

Kimley-Horn's subconsultant, LCC, will establish control points in order to perform field surveys as described in this task, using RTK GPS or Total Station Equipment (whichever is determined to be more efficient based on field conditions). LCC will perform an aerial topographic survey of the Study area. LCC will perform Aerial Planimetric mapping as shown at 1"=20' scale mapping with 1-foot contours.

LCC will perform additional survey check shots along the curb face as well as a few shots on the pavement as-needed to verify the roadway width and surface grades determined by

the aerial mapping. LCC will perform ground level surveys to attempt locating all above ground utility structures (e.g., valve boxes, vaults, manholes, inlets, lights, traffic poles, miscellaneous boxes, drain inlets, exposed conduits and pipes, overhead wires, etc.), which are associated with above- and below-ground utilities. LCC will obtain record maps of Contra Costa (County) and research records as necessary to determine the property lines adjacent to these areas. LCC will search for existing monuments of record as sufficient to establish the property lines and existing easement lines. LCC will plot existing easements only as shown on available recorded maps. LCC will locate monuments in the field as shown on record documents and combine them with record information in order to map Boundary Lines as an exhibit onto the topographic mapping.

LCC will obtain Preliminary Title Reports for the parcels adjacent to School Street project limits (assume up to six [6] parcels maximum). LCC will review the Title Report Documents for each property to review and plot any existing easements and retrace/compare the data contained in the report with the data already plotted from other record documents.

Task 2.2 Deliverables

- Topographic and ROW AutoCAD Base File

Task 2.3. Utility Mapping

Kimley-Horn will prepare and send utility “A” letters to utilities which may have facilities in the area. Kimley-Horn will review record plans received from utilities, analyze utility data captured during topographic surveys, and combine Town-provided utility information to create an AutoCAD utility base file to identify potential conflicts with the proposed improvements. This task does not assume the preparation of utility “B” or “C” letters.

Task 2.3 Deliverables

- Utility A Letter
- AutoCAD Utility Basemap

Task 2.4. Existing Conditions Technical Assessment

Kimley-Horn will evaluate existing roadway conditions, ROW constraints, environmental constraints and other physical or spatial constraints along the project corridor. The assessment will summarize and identify corridor constraints, potential ROW limitations, and field walk observations that may influence concept refinement and design development. Kimley-Horn will supplement the technical assessment with a corridor-wide exhibit identifying these key constraints, topographic survey information, ROW and easement information, and available utility information. This task assumes one (1) round of

Town review and consolidated comments to revise the assessment from draft to final format.

Task 2.4 Deliverables

- Existing Conditions Memorandum (Draft and Final) (Word/PDF)

TASK 3 – Targeted Agency, Property Owner, and Stakeholder Coordination

Task 3.1. Stakeholder Outreach Plan

The Kimley-Horn team will work with the Town to develop a Stakeholder Outreach Plan (SOP). The SOP will identify engagement goals, critical stakeholders, desired outcomes, past engagement and coordination context, how decisions will be informed by input, and Kimley-Horn team and City staff responsibilities. The anticipated list of key agencies, owners, and stakeholders are assumed to include the following:

- Town (Planning Department and Council Meeting Prep Meeting)
- East Bay Regional Parks District (EBRPD)
- Moraga-Orinda Fire District PG&E
- Central Contra Costa Sanitary District (APN 255-321-004-4)
- East Bay Municipal Utility District (APN 255-321-003-6 & 256-110-004-7)

Key Property Owner (Bruzzone Family) Russell J Bruzzone Inc. (APN 255-321-023-4 & 255-321-022-6) Moraga Ranch LLC (APN 255-321-005-1, 255-321-015-0, 255-321-002-8 & 255-321-016-8)

We assume the Town to take lead in engagement and development of the outreach plan for the Bruzzone Family. Kimley-Horn will take lead in engagement and development of the outreach plan for all other stakeholders noted above.

Task 3.2. Coordination Meetings

Upon the SOP's finalization, Kimley-Horn will engage each of the listed property owners and stakeholders via email, notifying them of the project goals and need to coordinate concept development and feasibility through the project life cycle. Kimley-Horn's scope assumes up to three (3) 30-minute virtual meetings with the stakeholders and property owners listed above, for a total of up to 24 meetings. Kimley-Horn's approach will be to engage prior to concept development, during concept development, and during the refinement/alternative selection.

For major landowners whose property interests may directly influence alignment feasibility, access, easements, right-of-way needs, or implementation considerations, Kimley-Horn will prioritize early and direct contact and coordination. This proactive approach is intended to identify and address potential risks early in the planning process before they affect schedule, cost, design feasibility, stakeholder alignment, or project delivery. Engagement may include tailored in-person meetings, when appropriate, to understand ownership priorities, document key constraints and opportunities, and obtain input that can inform concept development and alternative refinement. This effort will be coordinated closely with Town staff and, if appropriate, supported by a trusted community champion to reinforce consistent messaging, build confidence in the process, and help reduce potential risks or conflicts as the project advances. For this purpose, our scope also includes up to two (2) in-person meetings and up to three (3) additional 30-minute virtual meetings, should the need for further coordination with the listed stakeholders and property owners, or others not listed, arise. Task 3.3. ROW Cost Analysis

Kimley-Horn's subconsultant, **AR/WS**, will prepare cost estimates for potential ROW acquisitions, for up to two (2) alternatives with up to three (3) parcel acquisition. This task includes the following:

- Assist with coordination/outreach to land owners by:
 - Attending meetings with owners to general discuss the right of way process.
 - Addressing questions/concerns related to right of way issues.
- Prepare a right of way estimate, including the following:
 - Research of subject properties including land use designations.
 - An analysis of the probable highest and best use of the properties.
 - Classification of properties into land use categories to establish land value ranges.
 - Analysis of right of way acquisitions and impacts to improvements including buildings.
 - Consideration of severance damages and benefits.
 - Estimated relocation assistance costs.
 - Estimated right of way support costs.
- Prepare a Right of Way Estimate Memorandum, summarizing the estimated right of way costs.
- Discuss potential appraisal challenges/risks in the Memorandum.
- Discuss potential acquisition challenges/risks in the Memorandum.

It is expected that the design engineer or others will provide any cost information for utility relocation, clearance/demolition, construction contract work, and hazardous materials

mitigation. AR/WS will not make any contact with owner or lessees or internal inspections of the subject properties. Preparation of a realistic right of way estimate assumes that adequate mapping is available at the time services are initiated. Major issues such as potential effects on access, improvements, remaining parcels, appurtenant rights, temporary construction easements, utility requirements and mitigation measures may significantly impact estimates. The estimate will address proposed acquisitions as if free and clear of hazardous materials and with marketable title. The right of way estimate is not an appraisal. It utilizes resources such as information available in the market or from past relevant appraisals, sales data, listings, field inspections, interviews with brokers and Assessor's information.

Task 3 Deliverables

- Draft and Final SOP (Word/PDF)
- Electronic Copy of Meeting Summaries
- Engagement and Coordination Tracker (Word/PDF)
- Right of Way Estimate Memorandum, or if required, a Conceptual Right of Way Cost Estimate or Right of Way Data Sheet (Word/PDF/Excel)

TASK 4 – Concept Alternatives Development

Task 4.1. Concept Alternatives Workshop

Kimley-Horn will develop up to three (3) cross sections for the School Street extension, along with a high-level list of benefits and impacts to existing conditions. Kimley-Horn will discussed these with the Town in a Concept Alternative Workshop, prior to developing the Draft Concept Alternatives.

Task 4.2. Draft Concept Alternatives Development

Kimley-Horn will prepare up to three (3) alternatives that identify the proposed alignment and cross section of the extension of the School Street corridor, along with identifying potential improvements to enhance the safety, comfort, and specific plan vision of the Study corridor. These improvements are anticipated to include a wide spectrum of strategies, including but not limited to: bike/pedestrian safety countermeasures at spot locations, roadway and hardscape features, enhanced bicycle facilities, signing and striping, accommodation for stormwater treatment, urban design and landscaping elements, and technology or signal operation modifications.

Kimley-Horn will develop each concept as a hybrid CAD engineered layout, supplemented with illustrative icons, callouts, and graphical cross sections. It is anticipated that the

School Street extension alignment and cross section for each alternative will need to be laid out in CAD, informed by the topographic survey and scaled aerial imagery, while other improvements can be denoted illustratively with icons and callouts. This hybrid concept development will allow for sufficient evaluation of each alternative, while deferring detailed design efforts to subsequent tasks.

As part of this task, Kimley-Horn's subconsultant, **WRT**, will develop one (1) urban design and landscaping palette that identifies various urban design elements and landscaping treatments, which can be incorporated into each concept alternative. This palette will serve as a range of options that align with the Town's goals and vision outlined in the MCSP, while limiting detailed urban and landscaping design for each concept alternative.

Task 4.3. Evaluation Matrix

Using a set of evaluation criteria and measures (such as ROW and utility impacts, drainage infrastructure, safety, feasibility, traffic impacts, environmental impacts, and a rough order of magnitude [ROM] design and construction costs) identified in partnership with the Town, Kimley-Horn will evaluate the three alternatives. Kimley-Horn will summarize the results of the evaluation in a matrix that can be used to inform the Town and stakeholders of the key factors associated with each alternative. Kimley-Horn will submit the evaluation matrix with the Draft Concept Alternatives described in **Task 4.2**. Based upon one (1) round of Town comments, Kimley-Horn will revise the evaluation matrix to be aligned with the scope of work listed in **Task 4.4**.

Task 4.4. Final Concept Alternatives Development

Based upon one (1) round of Town review and consolidated comments from the Draft Concept Alternatives, Kimley-Horn will revise up to two (2) concept alternatives. Kimley-Horn assumes that during the review of the Draft Concept Alternatives, a minimum of one (1) alternative can be eliminated from consideration. As such, this task only assumes the refinement and incorporation of comments for two (2) alternatives. Kimley-Horn assumes that upon submission of the two (2) Final Concept Alternatives and associated revised evaluation matrix, a preferred concept will be selected. Kimley-Horn will prepare a brief memorandum summarizing the selection of the preferred alternative to serve as the basis of design for **Task 7**.

Task 4 Deliverables

- Concept Alternatives Workshop Minutes
- Draft Concept Alternatives (up to three [3] alternatives) (PDF)
- Final Concept Alternatives (up to two [2] alternatives) (PDF)

- Draft/Final Evaluation Matrix (PDF/Excel)

TASK 5 – Traffic and Multimodal Analysis

Task 5.1. Existing Conditions Transportation and Multimodal Analysis

Kimley-Horn will review existing conditions, including data collected in Task 2 and information collected under prior Town studies, to establish a comprehensive understanding of existing traffic operations, circulation patterns, access conditions, travel demand characteristics, and multimodal conditions within the Study area. Kimley-Horn will conduct a baseline operational analysis of existing weekday AM and PM peak hour conditions using Synchro for up to six (6) Study intersections. The analysis will evaluate intersection delay, level of service (LOS), and queuing based on available turning movement counts, ADT volumes, travel speeds, and observed peak period travel patterns.

Kimley-Horn will also use Big Data sources (Streetlight or Replica) to evaluate existing travel demand patterns, origin-destination, and circulation patterns within and around Moraga Center. The analysis will focus on travel movements between Moraga Road, St. Mary's Road, Moraga Way, Alta Mesa Drive, School Street, and the Lafayette-Moraga Regional Trail to establish a baseline understanding of how people currently access and travel through the study area.

Kimley-Horn will also document existing multimodal activity, including pedestrian and bicycle volumes (using counts and Big Data) and transit service characteristics.

A traffic signal warrant evaluation has recently been completed for the Moraga Road & Alta Mesa Drive intersection. Kimley-Horn will review these findings, assess its applicability to current conditions and Study objectives, and incorporate them into the baseline conditions for this analysis.

Kimley-Horn will evaluate parking conditions through an inventory and utilization assessment. Kimley-Horn will prepare exhibits documenting parking supply, existing restrictions (e.g., ADA, time-limited, loading), and observed utilization under typical weekday daytime and nighttime conditions to inform future tradeoffs related to curb space reallocation.

Task 5.2. Traffic Safety Analysis

Kimley-Horn will conduct a data-driven safety analysis to identify existing safety challenges and inform development of effective safety countermeasures. Using crash data collected in Task 2, Kimley-Horn will evaluate crash patterns by type, severity, location, and

contributing factors, with particular emphasis on fatal and severe injury collisions and incidents involving pedestrians and bicyclists. The analysis will identify high-risk locations and systemic safety issues, such as turning conflicts, speed-related crashes, and visibility limitations, to support a Safe System Approach based evaluation of the corridor. Kimley-Horn will summarize crash data through maps and tables, and integrate these into the overall assessment of the corridor.

Task 5.3. Transportation Analysis of Design Alternatives

Kimley-Horn will evaluate the operational, safety, and multimodal performance of up to two (2) concept alternatives developed under Task 4. For the traffic analysis, we assume the two concept alternatives will share a common corridor vision and overall roadway configuration, with the primary distinction focused on the School Street connection to St. Mary's Road and Moraga Road. Alternatives are anticipated to evaluate potential connection configurations, including a fourth leg at the existing T intersection and/or an offset connection to Moraga Road.

Traffic Operations, Circulation, and Access Analysis

For each alternative, Kimley-Horn will assess how the proposed School Street connection influences anticipated circulation patterns within Moraga Center and the surrounding roadway network, including potential changes in travel demand, routing behavior, driveway utilization, and volume redistribution. The analysis will focus on understanding how trips are anticipated to shift throughout the study area based on origin-destination patterns, and how each concept supports access and connectivity within the study area.

Results will be summarized using circulation diagrams, volume redistribution figures, heat maps, and other visual exhibits that communicate how each alternative changes anticipated travel behavior and multi-modal volumes throughout the study area.

Additionally, for each alternative, Kimley-Horn will evaluate operations of key intersections within the study area using Synchro to assess impacts to delay, LOS, and queuing under projected conditions. The analysis will identify potential operational tradeoffs associated with lane reconfiguration, access modifications, and intersection control changes.

Safety Effectiveness Evaluation

Kimley-Horn will assess the safety considerations of proposed improvements by applying crash modification factors (CMFs/CRFs) where appropriate based on the Highway Safety Manual (HSM) and Caltrans Local Roadway Safety Manual. This evaluation will provide a planning-level estimate of expected crash reductions associated with key safety countermeasures.

Multimodal Connectivity and Comfort Assessment

- Kimley-Horn will evaluate each alternative with a focus on improving conditions for pedestrians, bicyclists, and transit users. This will include:
- Qualitative assessment of pedestrian and bicycle comfort, safety, and stress levels consistent with National Association of City Transportation Officials (NACTO) and All Ages & Abilities principles
- Identification of key corridor gaps, barriers, and conflict points
- **Parking and Access Analysis**

Kimley-Horn will assess the impact of each alternative on on-street parking supply and access. Where parking removal is proposed, Kimley-Horn will evaluate the redistribution of demand to nearby facilities and identify potential mitigation strategies to maintain reasonable access for adjacent land uses.

Equity and Accessibility Considerations

Kimley-Horn will qualitatively evaluate each alternative for its ability to improve access and safety for vulnerable users, including students, pedestrians, and individuals of varying ages and abilities. The assessment will consider how improvements enhance accessibility, reduce barriers, and improve overall user experience across the corridor. Kimley-Horn will prepare a technical memorandum summarizing the existing transportation and multimodal conditions, results of the traffic operations, safety, parking, and multimodal analyses, and the evaluation of the concept alternatives. The memorandum will document key findings, assumptions, methodology, and performance measures, and will include supporting exhibits, maps, tables, and figures. This task assumes one (1) round of Town review and consolidated comments to revise from draft to final memorandum.

Task 5 Deliverables

- Draft/Final Traffic and Multimodal Analysis Memorandum (Word/PDF)

TASK 6 – Preliminary Environmental Assessment

The Kimley-Horn team will conduct a comprehensive environmental, ROW, and property assessment for the Study. This involves identifying anticipated CEQA/National Environmental Policy Act (NEPA) requirements and performing a high-level environmental screening to evaluate biological, cultural, and physical constraints within the project area.

Task 6.1. Environmental Research and Investigation

Kimley-Horn will review readily available public information regarding the regulatory and environmental constraints associated with the roadway widening under consideration.

Kimley-Horn will provide an overview of the technical studies and CEQA documents that are likely to be required as part of the entitlement process with the Town. Kimley Horn will complete the following efforts:

- Prepare a preliminary environmental checklist that is completed with the intent to identify areas where further technical studies and/or mitigation measures are required
- Provide an opinion of probable mitigation measures, organized by subject area, that are anticipated to be required for the project
- Provide processing timeframes for preparation of future technical studies and processing of environmental documents through the CEQA entitlement process
- Provide results from biological and cultural resources evaluation
- Summarize and provide conclusions for the feasibility study memorandum

As a feasibility study is exempt from CEQA, per CEQA Guidelines Section 15306. Therefore, no CEQA approval is required for the gathering of information for the feasibility study.

Assumptions:

- Preparation of environmental documents and technical studies to comply with CEQA and NEPA requirements is not included in this Scope of Services.
- Preparation of environmental regulatory permits is not included in this Scope of Services.

Task 6.1 Deliverable

- Environmental Assessment (Word/PDF)

Task 6.2. Biological Analysis

As a subconsultant to Kimely-Horn, **Sequoia Ecological Consulting** (Sequoia) will compile and review readily available biological information for the Study area (generally bounded by the Moraga Shopping Center and Moraga Road frontage to the east, and Laguna Creek and the Lafayette-Moraga Regional Trail along the western edge) including the California Natural Diversity Database, the United States Fish and Wildlife Service Information for Planning and Consultation tool, the National Wetlands Inventory, aerial imagery, and applicable MCSP and prior Town documents. Based on this review, Sequoia will identify biological and potential jurisdictional constraints. Sequoia's GIS lead will prepare the biological and jurisdictional constraints exhibit in CAD format.

Sequoia will prepare a biological resources assessment that will summarize likely biological resource findings and constraints for the corridor. This includes identifying probable regulatory and permitting considerations associated with biological resources,

including potential CEQA/NEPA biological analysis needs and the likely applicability of resource-agency approvals (United States Army Corps of Engineers Section 404, Regional Water Quality Control Board Section 401, and California Department of Fish and Wildlife Section 1602) should future phases affect potential waters; and identify recommended future biological technical studies and agency coordination needs for subsequent phases. This task includes targeted resource-agency coordination reasonably necessary to inform these findings, including coordination with the EBRPD regarding the Lafayette-Moraga Regional Trail, as needed.

Task 6.2 Deliverables

- Biological and Jurisdictional Constraints (CAD)
- Biological Resources Assessment (Word/PDF)

Task 6.3. Cultural Resource Analysis

Kimley-Horn will prepare a Cultural Resources Due Diligence Memorandum for the Study area. The goal of this effort is to determine whether the Study area contains, or could reasonably contain, cultural resources. Kimley-Horn cultural resources management staff will conduct a confidential cultural resources records search through the Northwest Information Center (NWIC) to determine whether any previously recorded cultural resources are located within the Study area plus a half-mile buffer. Additionally, Kimley-Horn will review applicable Federal, State, and local registers and inventories. Finally, Kimley-Horn staff will research geomorphology, geology, and land use history of the Study area through applicable databases, historic aerials, and topographic/geology maps. The memorandum will outline the results of the record search and inventory review, discuss the archaeological and historical built environment sensitivity of the Study area, and make recommendations for any additional effort necessary to identify resources in the future.

Task 6.3 Deliverables

- Cultural Resources Due Diligence Memorandum (Word/PDF)

TASK 7 – Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap

Task 7.1. Preliminary Concept Plans

Upon selection of the preferred alternative, Kimley-Horn will advance the alternative to conceptual-level design plans. The design will be an engineered CAD-based design supplemented with the aerial imagery and topographic survey captured in **Task 2**. The

design will identify the geometric limits of the roadway modifications (including bicycle and pedestrian facility upgrades) and proposed lane reconfiguration, and will develop the proposed improvements denoted illustratively as part of the alternatives development in **Task 4**. Sheets to be prepared include a Title Sheet, Key Map and Control Sheet, Typical Sections Sheet, Plan and Profile Sheet, and an Urban Design and Landscaping Sheet. The design will also assess whether the corridor improvements will trigger stormwater treatment and identify potential locations for stormwater treatment facilities.

Kimley-Horn will provide key dimensions along with key construction, demolition, and existing information notes. Vertical design will be limited in providing a centerline profile for the School Street extension, along with the approximate cut/fill lines needed to establish the overall project footprint. Kimley-Horn will not perform detailed vertical design for any proposed improvements; however, the preliminary design for stormwater, roadway, sidewalk, and other vertical-based improvements will be informed by the topographic survey so that a feasible concept design is prepared. Kimley-Horn will revise the preliminary concept plans based upon one (1) round of Town review and consolidated comments.

Task 7.2. Cost Estimate

Based on the concept plans developed in **Task 7.1**, Kimley-Horn will prepare a preliminary opinion of probable costs which will include the capital construction costs, and soft costs (design, environmental, construction management). The cost estimate will be based on similar project construction costs and bid results in the Bay Area and will be based upon 2026 costs. One (1) round of Town review and comment is assumed, and Kimley-Horn will prepare a revised estimate based on the Town's comments.

Task 7.3. Implementation and Funding Roadmap

Kimley-Horn will develop an Implementation and Funding Roadmap that provides the Town with clear next steps for advancing the project. The implementation process will lay out actionable steps and a potential timeline for future activities. It will define the recommended sequence and timing of key milestones and roles and responsibilities of both the Town and partner agencies. The funding section will include potential funding sources for the improvements, including grant sources, and key considerations and processes for receiving the funding. The Roadmap will be included in **Task 7.4**.

Task 7.4. Study Report

Kimley-Horn will compile all Study findings into a comprehensive report that summarizes existing conditions, conceptual alternatives, identified constraints, evaluation matrix,

stakeholder coordination items, recommendations, preferred alternative, concept plans, and the implementation and funding roadmap. One (1) round of Town review and comment is assumed, and Kimley-Horn will prepare a revised report based on the Town's comments.

Task 7 Deliverables

- Draft and Final Concept Plans (PDF)
- Draft and Final Cost Estimate (PDF/Excel)
- Draft and Final Implementation and Funding Roadmap (PDF)
- Draft and Final Study Report (PDF)

Additional Services

Scope of services not explicitly stated to be performed in the above tasks can be performed for an additional fee upon written authorization from the Town. Additional services may include additional effort for the tasks and services listed above that was not previously assumed, or new scope of work items deemed necessary by the Town or Kimley-Horn. Any additional services required are to be outlined in a brief memorandum requiring Town authorization and approval, and will utilize the Contingency Budget set aside in the contract agreement.

EXHIBIT B

Schedule of Performance

Insert or Attach

DRAFT

#	Task	Month											
		Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	
1	Project Management and Coordination												
1.1	Project Administration and Invoicing												
1.2	Project Management Plan, Control, & Coordination												
1.3	Town Meetings												
1.4	Manage QA/QC Program												
2	Existing Information Review, Existing Conditions Mapping, and Constraints Assessment												
2.1	Data Collection and Site Visit												
2.2	Topographic Survey and ROW Mapping												
2.3	Utility Mapping												
2.4	Existing Conditions Technical Assessment												
3	Targeted Agency, Property Owner, and Stakeholder Coordination												
3.1	Stakeholder Outreach Plan												
3.2	Coordination Meetings												
3.3	Right of Way Cost Analysis												
4	Concept Alternatives Development												
4.1	Concept Alternatives Workshop												
4.2	Draft Concept Alternatives Development												
4.3	Evaluation Matrix												
4.4	Final Concept Alternatives Development												
5	Traffic and Multimodal Analysis												
5.1	Existing Conditions Transportation Analysis												
5.2	Traffic Safety Analysis												
5.3	Transportation Analysis of Design Alternatives												
6	Preliminary Environmental and Implementation Assessment												
6.1	Environmental Research and Investigation												
6.2	Biological Analysis												
6.3	Cultural Resource Analysis												
7	Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap												
7.1	Preliminary Concept Plans												
7.2	Cost Estimate												
7.3	Implementation and Funding Roadmap												
7.4	Study Report												

■ Consultant Activity
■ Town Review
■ Outreach Activity
■ Meeting

EXHIBIT C

Compensation

Insert or Attach

DRAFT

Town of Moraga
School Street Feasibility, Concept Development, and Implementation Study

197.39% Overhead% 196.29% Overhead% w/o FCCM 10% Fee%		Name Category/Title Direct Rate Billing Rate	Kimley-Horn and Associates, Inc.											Subconsultants								TOTAL PROJECT HOURS	TOTAL PROJECT COSTS	
			Akash Patel	Adam Dankberg	Robert Paderna	Sr. Professional III	Sr. Professional II	Sr. Professional I	Professional II	Professional I	Analyst II	Analyst I	Kimley-Horn Total Hours	Kimley-Horn Total Cost	WRT Total Hours	WRT Total Cost	LCC Total Hours	LCC Total Cost	Sequoia Total Hours	Sequoia Total Cost	AR/WS Total Hours			AR/WS Total Cost
			Project Manager	QC/QA Manager	Senior Advisor																			
			\$79.21	\$117.18	\$111.93																			
Task 1	Project Management and Coordination	54	8	20	6	12		6		52		158	\$ 42,443.34	24	\$ 4,483.06			18	\$ 5,523.59			200	\$ 52,449.98	
1.1	Project Administration and Invoicing	12		4						12		28	\$ 6,830.12									28	\$ 6,830.12	
1.2	Project Management Plan, Control, and Internal Coordination	16		6	6	6				12		46	\$ 13,137.66	24	\$ 4,483.06			18	\$ 5,523.59			88	\$ 23,144.31	
1.3	Town Meetings, Minutes, and Agenda	22		8		6		6		28		70	\$ 17,641.76									70	\$ 17,641.76	
1.4	Manage QA/QC Program	4	8	2								14	\$ 4,833.80									14	\$ 4,833.80	
Task 2	Existing Information Review, Existing Conditions Mapping, and Constraints Assessment	20	2	8		4	6	12	38	36	40	166	\$ 37,845.12	44	\$ 6,700.47	107	\$ 20,062.70	29	\$ 8,372.19			346	\$ 72,980.49	
2.1	Data Collection and Site Visit	10		4		4		6	10	10		44	\$ 11,317.15					29	\$ 8,372.19			73	\$ 19,689.34	
2.2	Topographic Survey and ROW Mapping	2							4	6	4	16	\$ 3,258.68			107	\$ 20,062.70					123	\$ 23,321.38	
2.3	Utility Mapping	2							4		20	26	\$ 4,841.78									26	\$ 4,841.78	
2.4	Existing Conditions Technical Assessment	6	2	4			6	6	20	20	16	80	\$ 18,427.52	44	\$ 6,700.47							124	\$ 25,127.99	
Task 3	Targeted Agency, Property Owner, and Stakeholder Coordination	28			18		24		24	26		120	\$ 32,474.23							113	\$ 19,196.70	233	\$ 51,670.93	
3.1	Stakeholder Outreach Plan	4			4		10		6			24	\$ 7,150.60									24	\$ 7,150.60	
3.2	Coordination Meetings	20			14		14		18	18		84	\$ 22,782.43									84	\$ 22,782.43	
3.3	Right of Way Cost Analysis	4								8		12	\$ 2,541.20							113	\$ 19,196.70	125	\$ 21,737.90	
Task 4	Concept Alternatives Development	24	2	12		6		34	60	100	70	308	\$ 67,490.44	63	\$ 9,598.61							371	\$ 77,089.05	
4.1	Concept Alternatives Workshop	2		2				6	6	6		22	\$ 5,425.90									22	\$ 5,425.90	
4.2	Draft Concept Alternatives Development	8	2	2				8	24	50	50	144	\$ 29,250.08	38	\$ 5,837.75							182	\$ 35,087.84	
4.3	Evaluation Matrix	10		6		6		16	20	24		82	\$ 20,461.64									82	\$ 20,461.64	
4.4	Final Concept Alternatives Development	4		2				4	10	20	20	60	\$ 12,352.82	25	\$ 3,760.85							85	\$ 16,113.67	
Task 5	Traffic and Multimodal Analysis	12	4	30	2			62	10	104	70	294	\$ 67,210.97									294	\$ 67,210.97	
5.1	Existing Conditions Transportation Analysis	4		10				20		34	30	98	\$ 21,665.20									98	\$ 21,665.20	
5.2	Traffic Safety Analysis	2		8				12		20	10	52	\$ 12,196.37									52	\$ 12,196.37	
5.3	Transportation Analysis of Design Alternatives	6	4	12	2			30	10	50	30	144	\$ 33,349.40									144	\$ 33,349.40	
Task 6	Preliminary Environmental and Implementation Assessment	6				22	10			66		104	\$ 24,762.14					39	\$ 12,194.19			143	\$ 36,956.34	
6.1	Environmental Assessment	2				10				46		58	\$ 12,673.62									58	\$ 12,673.62	
6.2	Biological Analysis	2				8						10	\$ 3,319.18					39	\$ 12,194.19			49	\$ 15,513.37	
6.3	Cultural Resources	2				4	10			20		36	\$ 8,769.34									36	\$ 8,769.34	
Task 7	Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap	22	10	8			2	62	36	132	60	332	\$ 73,495.30									332	\$ 73,495.30	
7.1	Preliminary Concept Plans	8	2	2			2	20	14	80	60	188	\$ 38,164.49									188	\$ 38,164.49	
7.2	Cost Estimate	6	2	2				6	12	12		40	\$ 9,757.99									40	\$ 9,757.99	
7.3	Implementation and Funding Roadmap	4		4				8				16	\$ 4,695.21									16	\$ 4,695.21	
7.4	Study Report	4	6					28	10	40		88	\$ 20,877.61									88	\$ 20,877.61	
	TOTAL HOURS	166	26	78	26	44	42	176	168	516	240	1,482		131		107		86		113		1,919		
	Subtotal Labor:	\$42,999.27	\$9,963.22	\$28,550.52	\$10,566.90	\$15,406.13	\$12,969.77	\$48,288.93	\$39,221.09	\$97,077.16	\$40,678.55		\$ 345,721.54		\$ 20,782.14		\$ 20,062.70		\$ 26,089.97		\$ 19,196.70		\$ 431,853.06	
	Other Direct Costs												\$ 8,728.61		\$ 1,000.00		\$ 12,540.00		\$ -		\$ -		\$ 22,268.61	
	Labor Escalation												\$ 1,728.61											\$ 1,728.61
	Travel/Mileage												\$ 250.00											\$ 250.00
	Cultural Resources Record Search Fees												\$ 1,500.00											\$ 1,500.00
	Outside Printing/Courier Services												\$ 250.00											\$ 250.00
	Traffic Counts (NDS)												\$ 5,000.00											\$ 5,000.00
	Subconsultant Expenses														\$ 1,000.00				\$ 12,540.00					\$ 13,540.00
	TOTAL COST:											\$ 354,450.15	\$ 21,782.14	\$ 32,602.70	\$ 26,089.97	\$ 19,196.70	\$ 454,121.66							

Note: Kimley-Horn will bill on a Time and Materials basis, not to exceed the total contract value as noted in Section 4.A. of the agreement.

Town of Moraga
School Street Feasibility, Concept Development, and Implementation Study

176.85% Overhead % 10% Fee%		Name Category/Title Direct Rate Billing Rate	WRT - Urban Design					Total Hours	Total Costs	
			Peter Winch	Rohit Tak	Jacob Tobias	Smera Jacob	Staff Level I			
			PIC	PM	Senior Landscape Architect	Level II				
			\$92.47	\$50.96	\$60.10	\$43.64				\$38.46
			\$281.60	\$155.19	\$183.03	\$132.90				\$117.12
Task 1	Project Management and Coordination		6	18				24	\$ 4,483.06	
1.2	Project Management Plan, Control, and Internal Coordination		6	18				24	\$ 4,483.06	
Task 2	Existing Information Review, Existing Conditions Mapping, and Constraints Assessment		3	16	1	24		44	\$ 6,700.47	
2.4	Existing Conditions Technical Assessment		3	16	1	24		44	\$ 6,700.47	
Task 3	Targeted Agency, Property Owner, and Stakeholder Coordination								\$ -	
Task 4	Concept Alternatives Development		3	8	12	40		63	\$ 9,598.61	
4.2	Draft Concept Alternatives Development		2	4	8	24		38	\$ 5,837.75	
4.4	Final Concept Alternatives Development		1	4	4	16		25	\$ 3,760.85	
Task 5	Traffic and Multimodal Analysis								\$ -	
Task 6	Preliminary Environmental and Implementation Assessment								\$ -	
Task 7	Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap								\$ -	
	TOTAL HOURS		12	42	13	64		131		
	Subtotal Labor:		\$3,379.24	\$6,518.02	\$2,379.33	\$8,505.54			\$ 20,782.14	
	Other Direct Costs								\$ 1,000.00	
	Reimbursable Expenses								\$ 1,000.00	
	TOTAL COST:								\$ 21,782.14	

Town of Moraga
School Street Feasibility, Concept Development, and Implementation Study

211.35% Overhead % 10% Fee%		Name	LCC Engineering & Surveying, Inc.					Total Hours	Total Costs	
			Christine Leptien-Parks	Jon Loeswick	Russel Buller	Field Chief	Field Chainman			
			Principal	Office Surveyor	CAD Drafter					
			Category/Title							
			Direct Rate	\$72.20	\$60.30	\$41.10	\$65.79			\$54.28
Billing Rate	\$247.27	\$206.52	\$140.76	\$225.32	\$185.90					
Task 1	Project Management and Coordination								\$ -	
Task 2	Existing Information Review, Existing Conditions Mapping, and Constraints Assessment		6	19	34	24	24	107	\$ 20,062.70	
2.2	Topographic Survey and ROW Mapping		6	19	34	24	24	107	\$ 20,062.70	
Task 3	Targeted Agency, Property Owner, and Stakeholder Coordination								\$ -	
Task 4	Concept Alternatives Development								\$ -	
Task 5	Traffic and Multimodal Analysis								\$ -	
Task 6	Preliminary Environmental and Implementation Assessment								\$ -	
Task 7	Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap								\$ -	
	TOTAL HOURS		6	19	34	24	24	107		
	Subtotal Labor:		\$1,483.65	\$3,923.85	\$4,785.89	\$5,407.70	\$4,461.62		\$ 20,062.70	
	Other Direct Costs								\$ 12,540.00	
	Aerial Mapping								\$ 6,600.00	
	Preliminary Title Reports								\$ 5,940.00	
	TOTAL COST:								\$ 32,602.70	

Town of Moraga
School Street Feasibility, Concept Development, and Implementation Study

277.07% Overhead % 10% Fee%		Name	Sequoia Ecological Consulting, Inc.					Total Hours	Total Costs
			Brett Hanshew	Kevin Derby	Stuart Poulter	Alex Hirth	Deanna Rhoades		
			Principal	Sr. Regulatory Specialist	Sr. Project Manager	GIS Analyst	Staff Biologist		
			Direct Rate	\$95.64	\$76.92	\$70.47	\$57.73		
Billing Rate		\$396.69	\$319.05	\$292.29	\$239.45	\$153.47			
Task 1	Project Management and Coordination		2	2	14			18	\$ 5,523.59
1.2	Project Management Plan, Control, and Internal Coordination		2	2	14			18	\$ 5,523.59
Task 2	Existing Information Review, Existing Conditions		1	8	12	8		29	\$ 8,372.19
2.1	Data Collection and Site Visit		1	8	12	8		29	\$ 8,372.19
Task 3	Targeted Agency, Property Owner, and Stakeholder Coordination								\$ -
Task 4	Concept Alternatives Development								\$ -
Task 5	Traffic and Multimodal Analysis								\$ -
Task 6	Preliminary Environmental and Implementation		3	18	18			39	\$ 12,194.19
6.2	Biological Analysis		3	18	18			39	\$ 12,194.19
Task 7	Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap								\$ -
	TOTAL HOURS		6	28	44	8		86	
	Subtotal Labor:		\$2,380.16	\$8,933.30	\$12,860.91	\$1,915.61			\$ 26,089.97
	Other Direct Costs								\$ -
	TOTAL COST:								\$ 26,089.97

Town of Moraga
School Street Feasibility, Concept Development, and Implementation Study

		Associated Right of Way Services, Inc.											Total Hours	Total Costs
142.74% 10% Overhead % Fee%	Name Category/Title Direct Rate Billing Rate	Matthew Schock	Steve Castellano	Mark Shindler	Managing Consultant	Consultant III	Consultant II	Consultant I	Right of Way Technician	Appraiser III	Appraiser II	Appraiser I		
		Principal Consultant	Managing Consultant	Consultant III										
		\$108.16	\$84.13	\$50.00	\$95.00	\$70.00	\$55.00	\$45.00	\$40.00	\$95.00	\$70.00	\$55.00		
		\$288.80	\$224.64	\$133.51	\$253.66	\$186.91	\$146.86	\$120.16	\$106.81	\$253.66	\$186.91	\$146.86	\$98.80	
Task 1	Project Management and Coordination													\$ -
Task 2	Existing Information Review, Existing Conditions Mapping, and Constraints Assessment													\$ -
Task 3	Targeted Agency, Property Owner, and Stakeholder Coordination	8	24	60		16							5	\$ 19,196.70
3.3	Right of Way Cost Analysis	8	24	60		16							5	\$ 19,196.70
Task 4	Concept Alternatives Development													\$ -
Task 5	Traffic and Multimodal Analysis													\$ -
Task 6	Preliminary Environmental and Implementation Assessment													\$ -
Task 7	Preferred Concept, Preliminary Concept Plans, Cost Estimate, and Implementation Roadmap													\$ -
	TOTAL HOURS	8	24	60		16							5	113
	Subtotal Labor:	\$2,310.42	\$5,391.33	\$8,010.42		\$2,990.56							\$493.98	\$ 19,196.70
	Other Direct Costs													\$ -
	TOTAL COST:													\$ 19,196.70

EXHIBIT D

Other Consultants, Specialists or Experts Employed by Consultant

If none specify “None”
[To be Inserted]

DRAFT

EXHIBIT E

Town of Moraga
Insurance and Liability Requirements

[attach]

Project No: 25-402

Category Transportation

Project Location: School Street

Responsible Department: Public Works



Project Objective: Advance the Moraga Center Specific Plan's vision for a walkable, mixed-use village by evaluating the feasibility of extending School Street and developing it as a "Main Street" serving existing businesses and future residential and commercial development. The study will evaluate opportunities to improve circulation and shopping center access, provide safer and more connected pedestrian and bicycle facilities, and strengthen connections to the Lafayette-Moraga Regional Trail. It will establish a preferred concept and implementation roadmap to guide future funding, design, and construction decisions.

Project Description: School Street serves the Moraga Center shopping area but does not currently provide a continuous roadway connection between Moraga Way and Moraga Road/St. Mary's Road. The Moraga Center Specific Plan envisions extending School Street to create that connection and support a pedestrian-oriented village with improved access to shopping, housing, recreation, and community destinations. This project will complete a feasibility, concept development, and implementation study for the School Street corridor and proposed extension. The study will evaluate roadway alignments and connection alternatives at Moraga Road/St. Mary's Road, shopping center access, traffic operations, parking, pedestrian and bicycle facilities, regional trail connections, and streetscape opportunities. Coordination with property owners and stakeholders, together with preliminary assessment of right-of-way, utility, drainage, and environmental constraints, will inform the alternatives. Deliverables will include a preferred concept, preliminary concept plans, planning-level cost estimates, and an implementation and funding roadmap. Subsequent environmental review, final design, right-of-way acquisition, and construction will require additional funding and approvals.

Basis for Schedule: The study is anticipated to begin in FY 2026–27 and take up to 15 months to complete, extending into FY 2027–28

Basis for Cost: The estimated cost is based on the scope needed to complete the study, for which the Town secured a \$600,000 MTC grant.

EXPENDITURES	(Thousands of Dollars)								PROJECT TOTAL
	Prior FY Actuals	FY2024 - FY2025 Expenses	FY 24/25 Carryover	2025-26	2026-27	2027-28	2028-29	2029-30	
071 - Administration		2		1	100				103
081 - Study					500				500
EXPENDITURE TOTALS		2		1	600				603
FUNDING SOURCES									
210-Measure J		2		1					3
362-MTC LS&R Grant					600				600
FUNDING TOTALS		2		1	600				603



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Mackenzie Brady, Parks and Recreation Director
Subject: Acquisition and Placement of Douglas Heine's *Full Circle #2* Sculpture

RECOMMENDATION

Adopt a Resolution:

1. Approving the acquisition of Douglas Heine's Full Circle #2 sculpture for \$900 from the Art in Public Spaces fund;
2. Approving placement of Full Circle #2 at Location C within the Town-owned linear park along St. Mary's Road, adjacent to the Lafayette-Moraga Regional Trail; and
3. Authorizing the Town Manager to execute any applicable agreement or other documents necessary to complete the acquisition and installation, in a form approved by the Town Attorney.

BACKGROUND

In November 2015, the Town Council established the Art in Public Spaces Committee (APSC), adopted the Art in Public Spaces Policy, and established the Art in Public Spaces Fund to promote and advance public art within the Moraga community. The Public Art Policy establishes procedures for the selection and acceptance of artwork, placement and site selection, funding of installation and maintenance, and removal of artwork.

Artist Douglas Heine submitted Full Circle #2 for consideration through the Town's public art program. The APSC reviewed the sculpture and recommended its acquisition for \$900 and placement within the Town-owned Linear Park along St. Mary's Road, adjacent to the Lafayette-Moraga Regional Trail (LMRT).

As part of its review of Full Circle #2, the APSC identified six potential sculpture locations,

labeled A through F, within the Town-owned linear park along St. Mary's Road. Because the sites are located on Town-owned park property, the locations were presented to the Parks and Recreation Commission for review from a park use, maintenance, and operational perspective.

At its September 14, 2026 meeting, the Parks and Recreation Commission approved three of the six locations for sculpture placement: Location A, which is already occupied by an existing sculpture; Location C for placement of Full Circle #2; and one additional location that may be used for a future APSC-recommended sculpture without returning to the Parks and Recreation Commission solely for placement approval. The Commission did not approve the remaining three locations, expressing concern that additional sculpture locations could result in an overly concentrated or cluttered appearance along this stretch of the linear park.

The APSC understands that these three locations represent the extent of the currently approved sculpture locations along this stretch. Once the additional approved location is occupied, future opportunities for new artwork in this area would generally require rotation or removal of sculptures currently on loan to the Town, consistent with applicable loan agreements and the Town's Public Art Policy. Any proposal to establish additional sculpture locations would require further Parks and Recreation Commission review.

DISCUSSION

Full Circle #2 is constructed of formed aluminum with a burnished finish and measures approximately nine feet long, ten feet tall, and two feet wide, with an approximate weight of 400 pounds. The sculpture would be secured to a concrete foundation.

The APSC recommended that the Town acquire the sculpture for \$900 using the Art in Public Spaces fund. The Parks and Recreation Commission subsequently approved Location C as the installation site.

Location C is on Town-owned property outside of the East Bay Regional Park District easement associated with the LMRT. The site does not currently support established landscaping or vegetation requiring routine maintenance around the sculpture and provides appropriate separation from trail operations.

The proposed acquisition would add Full Circle #2 to the Town's permanent public art collection. The Town Council previously approved another sculpture by Douglas Heine, Mirror Ball, for placement along the LMRT in January 2026.

FISCAL IMPACT

The purchase price for Full Circle #2 is \$900, which will be funded by the Art in Public Spaces fund. There is sufficient fund balance available in the Art in Public Spaces fund. Costs associated with installation, including the concrete foundation and staff labor, will be funded through applicable available budget resources, including the Parks and Recreation operations and maintenance budget. Annual maintenance needs are anticipated to be minimal.

CEQA COMPLIANCE

Approval of the acquisition and installation of *Full Circle #2* is not subject to review under the

California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000 et seq. and CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), including without limitation Section 15378, as this action does not constitute a “project” that may cause a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES

1. Approve the acquisition and/or placement with modifications;
2. Decline to approve the acquisition; or
3. Request additional information and direct staff to return at a future meeting.

NEXT STEPS

Upon Town Council approval, staff will coordinate the acquisition and installation of *Full Circle* #2 at Location C.

ATTACHMENTS

[Attachment A - Draft Resolution - Doug Heine Sculpture](#)
[Attachment B - SEP 14 2026 Parks and Recreation Commission Staff Report](#)
[Attachment C - Proposed Sculpture Locations](#)
[Attachment D - Full Circle Application with Renderings](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
MORAGA APPROVING THE ACQUISITION AND PLACEMENT OF DOUGLAS
HEINE'S *FULL CIRCLE #2* SCULPTURE**

WHEREAS, in November 2015, the Town Council established the Art in Public Spaces Committee ("APSC"), adopted the Art in Public Spaces Policy, and established the Art in Public Spaces Fund to promote and advance public art within the Moraga community;

WHEREAS, artist Douglas Heine submitted *Full Circle #2* for consideration through the Town's public art program;

WHEREAS, *Full Circle #2* is a formed aluminum sculpture with a burnished finish measuring approximately nine feet long, ten feet tall, and two feet wide, with an approximate weight of 400 pounds;

WHEREAS, the APSC reviewed *Full Circle #2* and recommended that the Town acquire the sculpture for \$900 using funds available in the Art in Public Spaces budget and install the sculpture within the Town-owned linear park along St. Mary's Road, adjacent to the Lafayette-Moraga Regional Trail;

WHEREAS, because the proposed installation site is located on Town-owned park property, the proposed placement was presented to the Parks and Recreation Commission for consideration;

WHEREAS, at its September 14, 2026 meeting, the Parks and Recreation Commission approved Location C for placement of *Full Circle #2*;

WHEREAS, Location C is located on Town-owned property outside of the East Bay Regional Park District easement associated with the Lafayette-Moraga Regional Trail, does not currently support established landscaping or vegetation requiring routine maintenance around the sculpture, and provides appropriate separation from trail operations;

WHEREAS, *Full Circle #2* will be secured to a concrete foundation and, upon acquisition, will become part of the Town's public art collection; and

WHEREAS, the Town Council desires to approve the acquisition of *Full Circle #2* for \$900 and its placement at Location C.

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

1. The Town Council hereby approves the acquisition of Douglas Heine's *Full Circle #2* sculpture for a purchase price of \$900, with funding from the Art in Public Spaces budget.
2. The Town Council hereby approves installation of *Full Circle #2* at Location C within the Town-owned linear park along St. Mary's Road, adjacent to the Lafayette-Moraga Regional Trail.
3. The Town Manager, or designee, is authorized to execute any applicable agreement and other documents and take such actions as are reasonably necessary to complete the acquisition and installation of *Full Circle #2*, subject to approval as to form by the Town Attorney.
4. The Town Council finds that approval of the acquisition and installation of *Full Circle #2* 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 Section 15378, because the action does not constitute a "project" that may cause a direct or reasonably foreseeable indirect physical change in the environment.



Meeting Date: September 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Parks and Recreation Commissioners

From: Mackenzie Brady, Parks and Recreation Director

Subject: Approval of Proposed Public Art Locations within the Linear Park along St. Mary's Road and Location for Douglas Heine's *Full Circle #2* Sculpture

RECOMMENDATION

1. Approve the proposed locations shown in Attachment A as designated locations for future public art installations within the Town-owned Linear Park along St. Mary's Road, adjacent to the Lafayette-Moraga Regional Trail, allowing future artwork proposed for these approved locations to proceed through the applicable Art in Public Spaces review process without additional Parks and Recreation Commission review solely for site placement; and
2. Approve Location C, as shown in Attachment A, for placement of Douglas Heine's *Full Circle #2* sculpture.

BACKGROUND

In November 2015, the Town Council established the Art in Public Spaces Committee (APSC) to promote and advance public art within the Moraga community. Concurrently, the Town Council adopted the Art in Public Spaces Policy and established the Art in Public Spaces Fund. The Public Art Policy establishes procedures for the selection and acceptance of artwork, placement and site selection, funding of installation and maintenance, and removal of artwork.

The APSC continues to expand and enhance public art opportunities throughout Moraga consistent with its Town Council-approved work plan and the Public Art Policy.

As part of these efforts, the APSC has evaluated potential locations for public art within the Town-owned Linear Park along St. Mary's Road, adjacent to the LMRT. Establishing designated locations in advance is intended to streamline the administrative process for future installations by allowing the suitability of the sites from a park use, maintenance, and operational perspective to be considered separately from individual artwork.

The APSC has also considered *Full Circle #2*, a sculpture by artist Douglas Heine, for acquisition by the Town and placement at Location C.

At its September 14, 2026 meeting, the APSC approved the proposed public art locations shown in Attachment A and recommended the acquisition of *Full Circle #2* for placement at Location C.

Because the proposed locations are on Town-owned park property, they are being presented to the Parks and Recreation Commission for review and approval prior to consideration by the Town Council.

DISCUSSION

Proposed Public Art Locations

The LMRT is overseen and managed by East Bay Regional Park District (EBRPD) pursuant to an easement through Town-owned property. The trail is approximately 10 feet wide, and the EBRPD easement extends 10 feet from the centerline of the trail. All proposed sculpture locations shown in Attachment A are on Town-owned park property outside of the EBRPD easement.

The locations were selected with consideration for ongoing maintenance and trail operations. Staff focused on areas that are not currently landscaped or supporting established vegetation and where installation of a sculpture would have minimal impact on existing maintenance activities. This approach avoids creating additional landscape maintenance needs or interfering with routine maintenance performed by either Town or EBRPD staff.

Approval of the designated locations will resolve the Parks and Recreation Commission's park siting review for these sites. Following approval by the Parks and Recreation Commission and Town Council, future sculptures proposed for an approved location would not require additional Parks and Recreation Commission review solely for site placement.

Approval of the locations does not constitute approval of future artwork or provide blanket authorization for additional sculpture projects. Future sculpture projects will remain limited to those included within the APSC's Town Council-approved work plan. Each individual artwork will continue to proceed through the review and approval process established by the Public Art Policy, including APSC consideration of the artwork and its proposed location and a recommendation to the Town Council for final action.

The proposed locations provide a finite number of opportunities for sculpture installations along the corridor. Once the approved locations are occupied, accommodating future installations may require rotation or removal of sculptures on loan to the Town, consistent with applicable loan agreements and the Public Art Policy.

Douglas Heine's Full Circle #2 – Location C

Artist Douglas Heine submitted *Full Circle #2* for consideration through the Town's public art program. The sculpture is constructed of formed aluminum with a burnished finish and measures approximately nine feet long, ten feet tall, and two feet wide, with an approximate

weight of 400 pounds. The sculpture would be secured to a concrete foundation.

At its September 14, 2026 meeting, the APSC recommended acquisition of *Full Circle #2* for \$900, to be funded from the Art in Public Spaces budget, and selected Location C as the proposed site.

Location C meets the same siting considerations applied to the other proposed locations. It is on Town-owned property outside of the EBRPD easement, does not currently support established landscaping or vegetation that would require routine maintenance around the sculpture, and provides appropriate separation from LMRT operations.

The Parks and Recreation Commission is being asked to approve placement of *Full Circle #2* at Location C. Acquisition and display of the sculpture will subsequently be presented to the Town Council for consideration in accordance with the Public Art Policy.

FISCAL IMPACT

There is no fiscal impact associated with the Parks and Recreation Commission's approval of the proposed public art locations.

The APSC recommended purchase of *Full Circle #2* for \$900 from the Art in Public Spaces budget. Costs associated with installation, the foundation, maintenance, or other improvements will be addressed through applicable available budget resources.

CEQA COMPLIANCE

Approval of the proposed public art locations is not subject to review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21000 et seq. and CEQA Guidelines (14 Cal. Code Regs. §§ 15000 et seq.), including without limitation Section 15378, as this action does not constitute a "project" that may cause a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES

The Parks and Recreation Commission may:

1. Approve the proposed public art locations and the placement of *Full Circle #2* at Location C as presented;
2. Approve the proposed public art locations and/or the placement of *Full Circle #2* with modifications; or
3. Request additional information and direct staff to return at a future meeting.

NEXT STEPS

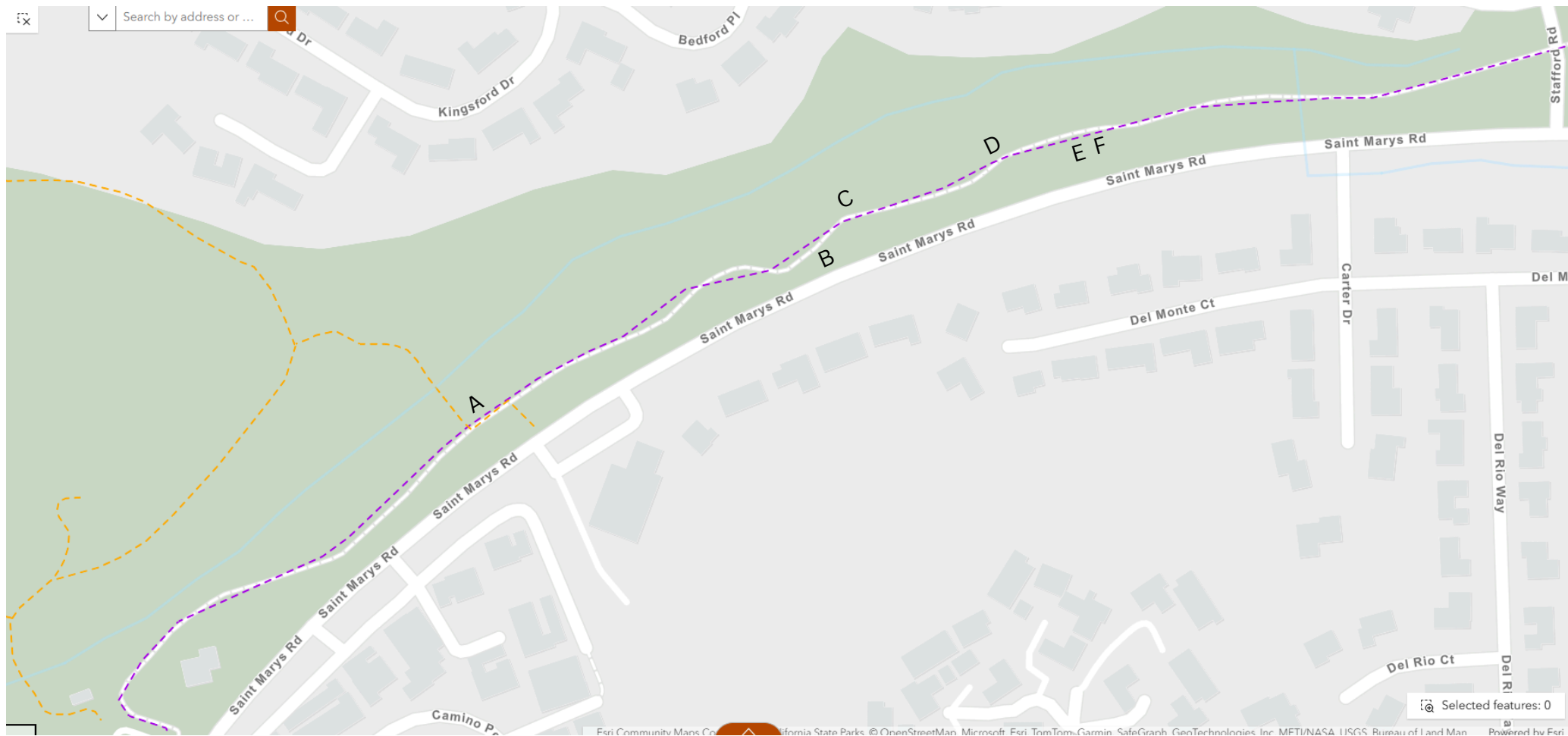
Following Parks and Recreation Commission action, staff will present the proposed designated public art locations and the acquisition and placement of Douglas Heine's *Full Circle #2* at Location C to the Town Council for consideration.

Upon Town Council approval, staff will coordinate the acquisition and installation of *Full Circle* #2. Future sculpture projects proposed for the remaining approved locations will proceed through the applicable Public Art Policy process without returning to the Parks and Recreation Commission solely for site placement.

ATTACHMENTS

- A. Proposed Sculpture Locations
- B. Full Circle Application with Renderings

Lafayette-Moraga Regional Trail Proposed Sculpture Locations



Town of Moraga Public Art Application

(Please complete this application as fully as possible)

Date: 04/08/26Project Name Full Circle #2

Proposed Location/Address

Somewhere on hiking trail

Proposed by _____

Phone _____

Email _____

Address _____

Town _____

Zip _____

Artist Name

Douglas Heine

Phone _____

Email _____

Address _____

Town BerkeleyZip 94710

Description of Artwork (Include finish and color)

See Photo it is fabricated Aluminum with
a brushed finish

Approximate Weight

400 lbs.

Approximate Dimensions

9' long 10' tall 2' wide

System for Mounting of Displaying Artwork

It should have a concrete pad about 2' wide
x 6' x about 8" deep to be bolted down

Maintenance, Mounting or Display Requirements

Should not require any maintenanceApproximate Value: \$5,000Approximate Annual Maintenance Costs: \$0

Application is for (circle one)

donation

loan

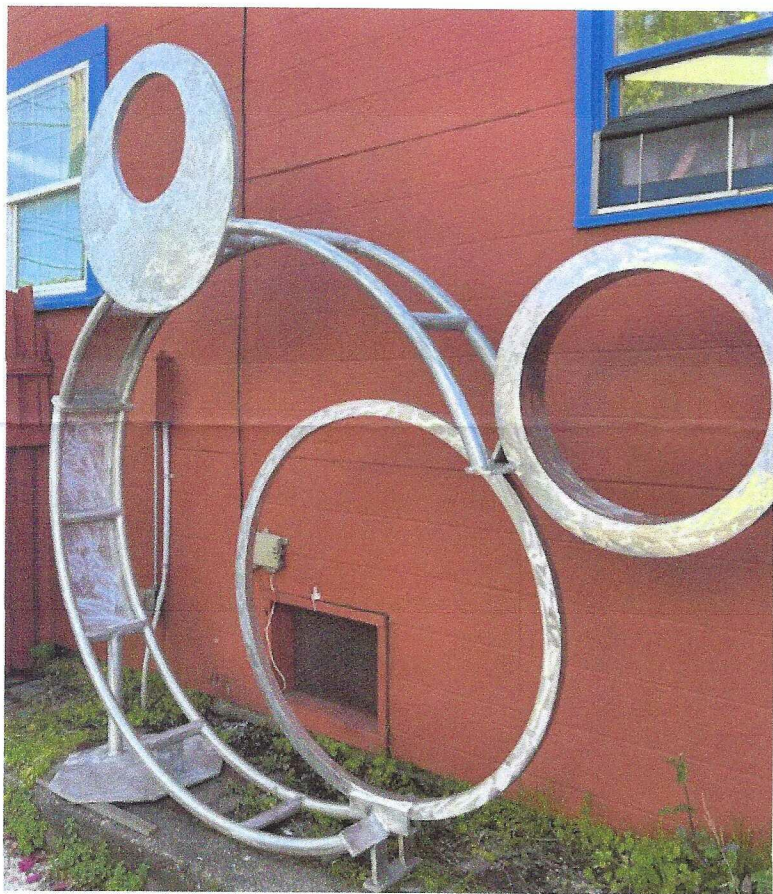
commissioned

purchase
\$900Term of Loan for ever years/months

Please attach

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

Douglas Heine – Full Circle #2



Sculpture Renderings



Douglas Heine

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 apparatuses for the study of cosmic particles. I brought these skills to the Art Department at Cal where I ran the Bronze Foundry with artist Peter Voulkos. I later taught art students how to weld and create sculpture while in charge of the sculpture shop. I also taught marble carving workshops in Cararra Italy. And later drawing workshops in San Miguel Mexico. While still at Cal, I took on making my own sculpture like a religion. I have expanded on to painting as well as sculpture.



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Mackenzie Brady, Parks and Recreation Director

Subject: Authorization to Submit Statewide Park Program Grant Application for Outdoor Recreation Improvements along St. Mary's Road

RECOMMENDATION

Adopt a Resolution:

1. Authorizing submission of grant application to the Statewide Park Development and Community Revitalization Program (SPP) for eligible outdoor recreation improvements to the linear park along St. Mary's Road and related improvements within the southern area of Moraga Commons Park along St. Mary's Road, and
2. Designating the Town Manager, or designee, as the authorized representative for application preparation and submission.

BACKGROUND

Staff have identified a statewide grant opportunity to fund improvements to the linear park along St. Mary's Road. The linear park along St. Mary's Road is a 21.5- acre special use park adjacent to Moraga Commons Park that encompasses a segment of the Lafayette-Moraga Regional Trail. The corridor provides walking, bicycling, fitness, and informal recreation opportunities and includes landscaping, seating, public art, and fitness stations. The regional trail extends through Moraga and into Lafayette, connecting neighborhoods, schools, parks, and other community destinations. Improvements within the identified areas could serve Moraga and Lafayette residents and other regional trail users.

As the Town nears completion of the Parks and Open Space Master Plan, which Town Council will consider on November 18, 2026, staff requests authorization to pursue funding within the identified project areas rather than approval of a fixed list of specific recommendations.

Statewide Park Development and Community Revitalization Program (SPP)

SPP Round 5, funded through Proposition 4, supports new parks and improvements to existing parks in critically underserved and climate- vulnerable communities. Requests may range from \$200,000 to \$8.5 million, with no required match, and applications are due December 17, 2026.

DISCUSSION

Proposed Project Areas and Scope Development

Staff recommends preparing an SPP grant application for eligible outdoor recreation improvements to the linear park along St. Mary's Road and related improvements within the southern area of Moraga Commons Park along St. Mary's Road. This geographic approach allows staff to develop an application responsive to community needs and grant criteria while accounting for revisions resulting from the Master Plan review process.

Potential improvements may include a dog park, a small youth sports field suitable for U10 play, a pump track or other bicycle recreation features, walking paths, seating, shade elements, and associated access and parking improvements. These examples are illustrative; inclusion in a grant application would depend on community input, site feasibility, property availability, grant eligibility, and applicable Commission and Council direction.

Application development would evaluate opportunities to improve outdoor recreation access and experiences, accessibility, pedestrian and bicycle connections, shade and comfort, and environmental stewardship. Related access, circulation, parking, drainage, and landscape improvements within the linear park and within the southern area of Moraga Commons Park would be evaluated where they support the outdoor recreation project and meet grant eligibility requirements.

Specific amenities, locations, quantities, project boundaries, and requested funding amounts would be refined through community engagement, site assessment, coordination with affected agencies and property owners, and Commission and Council direction. The application scope would reflect applicable Council direction provided during consideration of the Master Plan on November 18, 2026. If additional authorization is needed for a proposed scope or funding commitment, staff would return to Council before submission.

Partnership Opportunities and Area Selection

Staff recommends this area because its regional connectivity and concentration of potential partners offer a stronger opportunity to develop a competitive grant application than other locations considered. The Lafayette-Moraga Regional Trail connects residents with parks, schools, the library, and other community destinations, extending the project's benefits to Moraga and Lafayette residents and regional trail users.

Nearby schools, early childhood programs, senior living communities, regional recreation providers, and property owners offer opportunities for collaborative planning, programming, and stewardship. Staff will confirm participation and any financial or in-kind contributions before representing them as commitments in the application.

FISCAL IMPACT

Staff is working through the Town's contract with California Consulting to prepare the grant application, which is estimated to cost up to \$12,000. There is sufficient appropriation in the

FY 2026-27 Park and Recreation operating budget to fund the grant application.

A final project budget and grant request have not been established. Preliminary estimates in the Draft PROS Master Plan may inform application development, but the selected improvements and associated costs remain subject to revision. Staff will prepare updated estimates for the proposed application scope, including construction, design, environmental documentation, contingencies, and eligible supporting improvements.

The SPP grant does not require matching funds. If the Town is awarded the grant, staff will return to Town Council for grant acceptance and appropriation.

CEQA COMPLIANCE

The requested action concerns preparation and submission of a grant application and does not authorize construction or establish a final project design. Staff would coordinate with Planning staff and the Town Attorney to confirm the appropriate environmental determination for this action and complete documentation required by the grant program. Subsequent project approvals and implementation would be subject to applicable environmental review and permits.

ALTERNATIVES

1. Decline to authorize pursuit of the SPP grant; or
2. Narrow the geographic areas included in the authorization; or
3. Defer authorization pending further project development or completion of the Master Plan review process.

NEXT STEPS

If authorized by Council, staff would:

1. Confirm program requirements, the application timeline, eligible project components, and application preparation costs.
2. Conduct community engagement, assess site feasibility, and coordinate with affected agencies, potential partners, and property owners.
3. Refine the proposed scope, budget, and funding strategy based on community input and direction from the Parks and Recreation Commission and Council during the PROS Master Plan review process.
4. Return to Council for any additional authorization needed for the proposed scope or funding commitments before submission.
5. Prepare and submit the SPP grant application consistent with Council's authorization and applicable grant requirements.
6. Return to Council for grant acceptance, appropriation, and authorization to execute the grant agreement if funding is awarded.

ATTACHMENTS

[Attachment A - Draft SPP Resolution](#)

[Attachment B - Concept Map](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MORAGA
APPROVING THE APPLICATION FOR THE STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM FOR
OUTDOOR RECREATION IMPROVEMENTS ALONG ST. MARY'S ROAD**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project.

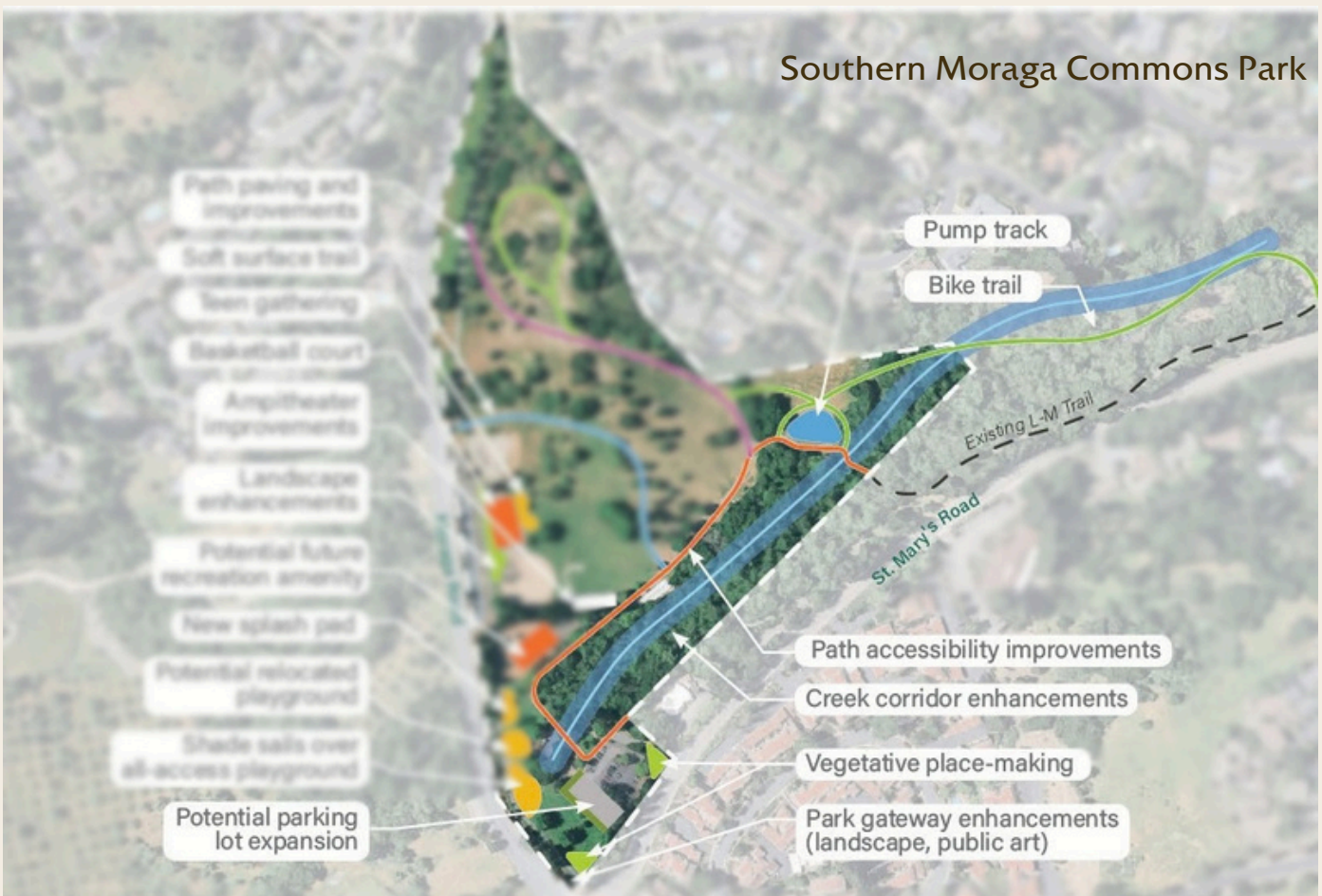
**NOW THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL
HEREBY: APPROVES THE FILING OF AN APPLICATION FOR THE ST. MARY'S ROAD
OUTDOOR RECREATION IMPROVEMENTS; AND**

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the Parks and Recreation Director, or designee, to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Attachment B – Potential SPP Grant Project Area

Draft PROS Master Plan Concept Map

Attachment B



Conceptual study area based on the October 12, 2026 Draft PROS Master Plan; final grant boundary to be determined. Scope and costs remain subject to community input, feasibility, property-owner coordination, grant requirements, and Commission and Council direction. Grant application authorization does not approve a final design or construction.



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Scott Mitnick, Town Manager

Subject: Reclassification of Administrative Services Director to Assistant Town Manager/Administrative Services Director and Updated Employee Salary Schedule (Effective October 18, 2026)

RECOMMENDATION

Adopt a resolution to reclassify the Administrative Services Director position to Assistant Town Manager/Administrative Services Director and approving the Employee Salary Schedule dated and effective October 18, 2026.

BACKGROUND

The Town's Administrative Services Director is a department head position which reports to the Town Manager and serves as the organization's Chief Financial Officer managing the Town's budget, accounting, purchasing, investments, risk management, human resources, information technology, and related administrative support functions. Over time, this position has evolved into a key partner working closely with the Town Manager. This position now serves as the primary "Acting Town Manager," when the Town Manager is out of the office.

In June 2026, the Town engaged the Municipal Resource Group, LLC (MRG Consultants) to conduct a "Townwide Organizational and Staffing Level Assessment." While the study is not yet complete, one of the initial recommendations is to reclassify this position to "Assistant Town Manager" to reflect the nature of the day-to-day work and to be in sync with how other similar sized California municipalities are organized.

Most California Municipalities have an Assistant City/Town Manager Position

Based on multiple data sources, the majority of California incorporated cities and towns have an Assistant City Manager or Assistant Town Manager position. Some cities/towns also use the title of Deputy City Manager or Deputy Town Manager. In most instances, although not all, the use of the word "Assistant" in the job title reflects the top #2 position in an organization which also serves as the organization's "Chief Operating Officer." In larger cities (with a

population greater than 100,000 residents), it is not unusual to have two or more Assistant City Managers or Deputy City Managers.

The use of “Deputy” in the job title often reflects a more journey-level position that is below that of an Assistant City/Town Manager. Some cities/towns also have mid-level “Assistant to the City/Town Manager” positions.

90% of Contra Costa County Municipalities have an Assistant City/Town Manager

In Contra Costa County, 12 cities (63%) have traditional Assistant City Manager positions. Five (26%) municipalities have a combined “Assistant City Manager/Department Head” job title, as follows:

- Town of Clayton: Assistant City Manager/Administrative Services Director
- Town of Danville: Assistant Town Manager/Maintenance Services Director
- City of Lafayette: Assistant City Manager/Administrative Services Director
- City of Hercules: Assistant City Manager/Department Head
- City of Orinda, Assistant City Manager/Administrative Services Director

In Hercules and Orinda, the City Manager is authorized to allow one department head to use the working title of Assistant City Manager/Department Head. In both cases, the use of this job title includes a 5% salary differential.

Currently, there are two (11%) Contra Costa municipalities that do not have an Assistant City/Town Manager position: The City of Pleasant Hill and Town of Moraga. Pleasant Hill previously had an Assistant City Manager/ Community Development Director position. That was recently reclassified to a Public Works Director position.

Lamorinda Municipalities

City of Lafayette:

The Lafayette City Manager’s Office is made up of the following positions:

- City Manager
- Assistant City Manager/Administrative Services Director
- Senior Management Analyst
- Executive Assistant

Note: Assistant City Manager/Administrative Services Director is technically part of the Administrative Services Department.

City of Orinda:

The Orinda City Manager’s Office is made up of the following positions:

- City Manager
- Assistant City Manager/Administrative Services Director
- Assistant to the City Manager

- Management Analyst
- Executive Assistant

Note: Assistant City Manager/Administrative Services Director is technically part of the Administrative Services Department.

Town of Moraga:

The Moraga Town Manager's Office is made up of the following positions:

- Town Manager
- Town Clerk
- Senior Administrative Assistant

DISCUSSION

Ability to establish a new Assistant Town Manager position

The Town of Moraga is a very lean and efficient organization with a total of 42 full-time equivalent positions. The Town Manager's Office consists of three full-time employees: the Town Manager, the Town Clerk, and one administrative support Senior Administrative Assistant position. The office does not have an Assistant Town Manager, Management Analyst, or any other managerial position. While the workload is sufficient to justify establishing a new and separate Assistant Town Manager position, the Town is not financially able to support doing so.

Ability to reclassify the existing Administrative Services Director position to Assistant Town Manager/Administrative Services Director

However, the Town is positioned and able to reclassify the existing Administrative Services Director job title to that of Assistant Town Manager/Administrative Services Director. With this job title, this position will function as both the organization's Chief Operating Officer and Chief Financial Officer. The current job duties of the Administrative Services Director will remain intact. If authorized, the job description will be revised to reflect that this position will assist the Town Manager in overseeing the day-to-day operations and act in his/her absence.

Compensation

The top step salary for the Assistant City/Town Manager positions in Contra Costa County varies from \$225,000 (City of Oakley) to over \$300,000 (City of Concord). With respect to the two other Lamorinda municipalities, the top step of the salary ranges are as follows:

- Lafayette Assistant City Manager/Admin. Services Director: \$276,072
- Orinda Assistant City Manager/Admin. Services Director: \$232,632

The recommendation is that the salary range for the Town of Moraga is proposed to be set at the mid-point between Lafayette and Orinda, with the top salary step of \$254,352. This would represent a 10.8% increase to the existing Administrative Services Director salary range. The proposed salary range for the Assistant Town Manager/Administrative Services Director is \$209,208 - \$254,352, as shown in Attachment B.

The proposed new salary range would place this position in an appropriate relationship to the compensation of other department heads and in-line with industry practice. This position will remain in the Department Head group. The proposed resolution does not include any changes to existing benefits.

FISCAL IMPACT

The anticipated cost to the FY 2026-27 General Fund Budget for the remainder of the fiscal year is \$9,745. Sufficient funds were included in the adopted FY 2026-27 General Fund Budgets to cover the proposed adjustments. As a result, budget amendments are not needed for this fiscal year.

CEQA COMPLIANCE

Approval of the Assistant Town Manager/Administrative Services Director position and the proposed Salary Schedule effective October 18, 2026 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 proposed resolution with changes.
2. Do not adopt the proposed resolution.

NEXT STEPS

If approved, the new job title and salary range will go into effect on October 18, 2026. Staff will also revise the position's job description.

ATTACHMENTS

[Attachment A - Draft Resolution - Reclassification of Administrative Director Position](#)
[Attachment B - Salary Schedule FY 27 Eff 10-18-26](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**RECLASSIFICATION OF THE ADMINISTRATIVE SERVICES DIRECTOR TO
ASSISTANT TOWN MANAGER/ADMINISTRATIVE SERVICES DIRECTOR AND
APPROVING THE SALARY SCHEDULE DATED AND EFFECTIVE AS OF
OCTOBER 18, 2026**

WHEREAS, the salary schedule establishes the salary ranges and steps for each classification within the Town's classification plan;

WHEREAS, the Town Council approves the salary schedule for Town of Moraga employees;

WHEREAS, the Salary Schedule is immediately accessible and available for public review and is posted on the Town of Moraga's website;

WHEREAS, it is recommended the Administrative Services Director be reclassified to the Assistant Town Manager;

WHEREAS, staff recommends the salary range for the Assistant Town Manager/Administrative Services Director classification be updated;

WHEREAS, staff is recommending that the Town Council consider and approve the updated Salary Schedule data and effective as of October 18, 2026 to reflect the reclassified Assistant Town Manager/Administrative Services Director classification; and

WHEREAS, adoption of the updated salary schedule does not require additional allocation of funds for Fiscal Year 2026-27.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Moraga does hereby approve the reclassification of the Administrative Services Director position to Assistant Town Manager/Administrative Services Director, effective as of October 18, 2026.

BE IT FURTHER RESOLVED, the Town Council hereby approves the revised Town of Moraga Salary Schedule dated, effective as of October 18, 2026, included herein by reference, to reflect the reclassified Assistant Town Manager/Administrative Services Director classification and salary range.

TOWN OF MORAGA
SALARY SCHEDULE EFFECTIVE OCTOBER 18, 2026

Classification	Employee Group		Step A	Step B	Step C	Step D	Step E
Accountant (Confidential)	MidMgmt/Prof	Hourly	47.73	50.13	52.64	55.27	58.02
		Monthly	8,275	8,689	9,124	9,579	10,058
		Annual	99,297	104,265	109,483	114,951	120,696
Accounting Technician (Confidential)	MEA	Hourly	37.24	39.10	41.05	43.11	45.26
		Monthly	6,455	6,778	7,116	7,473	7,846
		Annual	77,463	81,333	85,388	89,674	94,146
Administrative Assistant	MEA	Hourly	32.24	33.85	35.55	37.32	39.20
		Monthly	5,589	5,869	6,162	6,470	6,793
		Annual	67,067	70,425	73,944	77,638	81,520
Administrative Clerk	MEA	Hourly	23.98	25.17	26.43	27.76	29.15
		Monthly	4,156	4,364	4,582	4,811	5,052
		Annual	49,877	52,364	54,984	57,738	60,625
Assistant Town Manager/Administrative Services Director	Dept Dir	Hourly	100.58	95.31	100.07	105.08	110.34
		Monthly	17,434	18,288	19,210	20,179	21,196
		Annual	209,208	219,456	230,520	242,148	254,352
Administrative Services Technician	MEA	Hourly	41.76	43.85	46.05	48.34	50.76
		Monthly	7,239	7,601	7,981	8,380	8,799
		Annual	86,867	91,212	95,770	100,556	105,583
Assistant Engineer	MEA	Hourly	52.74	55.38	58.16	61.05	64.12
		Monthly	9,143	9,600	10,080	10,583	11,113
		Annual	109,713	115,194	120,956	126,999	133,362
Assistant Planner	MEA	Hourly	44.89	47.13	49.49	51.97	54.57
		Monthly	7,781	8,170	8,579	9,008	9,458
		Annual	93,377	98,043	102,949	108,096	113,497
Associate Engineer	MidMgmt/Prof	Hourly	57.17	60.03	63.04	66.19	69.50
		Monthly	9,911	10,406	10,927	11,473	12,047
		Annual	118,930	124,873	131,118	137,680	144,558
Associate Planner	MidMgmt/Prof	Hourly	51.43	54.01	56.70	59.53	62.51
		Monthly	8,915	9,360	9,828	10,319	10,835
		Annual	106,974	112,323	117,936	123,826	130,022
Community Services Officer	MEA	Hourly	34.43	36.15	37.95	39.86	41.86
		Monthly	5,968	6,266	6,579	6,909	7,255
		Annual	71,614	75,197	78,953	82,910	87,054
Engineering Technician/Inspector	MEA	Hourly	45.22	47.49	49.86	52.35	54.97
		Monthly	7,839	8,231	8,642	9,074	9,528
		Annual	94,063	98,770	103,700	108,883	114,332
Lead Maintenance Worker	MEA	Hourly	43.01	45.17	47.42	49.79	52.29
		Monthly	7,456	7,829	8,220	8,631	9,064
		Annual	89,474	93,952	98,644	103,577	108,764
Maintenance Worker	MEA	Hourly	32.10	33.70	35.39	37.16	39.01
		Monthly	5,563	5,842	6,134	6,440	6,762
		Annual	66,761	70,103	73,606	77,282	81,145

TOWN OF MORAGA
SALARY SCHEDULE EFFECTIVE OCTOBER 18, 2026

Classification	Employee Group		Step A	Step B	Step C	Step D	Step E
Parks & Recreation Director	Dept Dir	Hourly	82.16	86.27	90.58	95.11	99.87
		Monthly	14,242	14,953	15,701	16,486	17,310
		Annual	170,898	179,441	188,414	197,830	207,716
Planning Director	Dept Dir	Hourly	88.61	93.04	97.69	102.58	107.70
		Monthly	15,359	16,127	16,933	17,781	18,669
		Annual	184,306	193,521	203,200	213,368	224,027
Police Chief	Dept Dir	Hourly	109.15	114.61	120.34	126.36	132.68
		Monthly	18,920	19,866	20,859	21,902	22,998
		Annual	227,043	238,389	250,308	262,826	275,970
Police Corporal	MPOA	Hourly	56.98	59.82	62.81	65.96	69.25
		Monthly	10,370	10,888	11,432	12,004	12,604
		Annual	124,434	130,650	137,184	144,050	151,249
Police Corporal, Advanced	MPOA	Hourly	59.81	62.80	65.94	69.25	72.71
		Monthly	10,886	11,431	12,002	12,603	13,233
		Annual	130,636	137,170	144,022	151,235	158,795
Police Corporal, Intermediate	MPOA	Hourly	58.85	61.79	64.88	68.12	71.54
		Monthly	10,710	11,246	11,809	12,399	13,020
		Annual	128,525	134,958	141,709	148,792	156,237
Police Lieutenant	MidMgmt/Prof	Hourly	85.60	89.88	94.38	99.09	104.05
		Monthly	14,837	15,579	16,359	17,177	18,035
		Annual	178,050	186,954	196,306	206,119	216,421
Police Patrol Officer	MPOA	Hourly	53.70	56.38	59.19	62.15	65.27
		Monthly	9,772	10,260	10,773	11,312	11,878
		Annual	117,264	123,119	129,277	135,738	142,533
Police Patrol Officer, Advanced	MPOA	Hourly	56.38	59.18	62.14	65.26	68.52
		Monthly	10,260	10,772	11,310	11,877	12,470
		Annual	123,119	129,262	135,724	142,518	149,645
Police Patrol Officer, Intermediate	MPOA	Hourly	55.46	58.23	61.14	64.20	67.41
		Monthly	10,094	10,598	11,127	11,684	12,268
		Annual	121,124	127,181	133,527	140,205	147,216
Police Sergeant	MPOA	Hourly	61.75	64.83	68.07	71.48	75.04
		Monthly	11,238	11,799	12,390	13,009	13,659
		Annual	134,857	141,593	148,676	156,106	163,912
Police Sergeant, Advanced	MPOA	Hourly	64.82	68.06	71.47	75.04	78.79
		Monthly	11,798	12,387	13,006	13,657	14,340
		Annual	141,579	148,647	156,078	163,884	172,080
Police Sergeant, Intermediate	MPOA	Hourly	63.60	66.78	70.12	73.63	77.30
		Monthly	11,575	12,154	12,762	13,400	14,070
		Annual	138,904	145,843	153,143	160,805	168,842
Police Services Technician	MEA	Hourly	32.95	34.61	36.34	38.15	40.05
		Monthly	5,712	5,998	6,298	6,613	6,943
		Annual	68,550	71,982	75,578	79,353	83,320

TOWN OF MORAGA
SALARY SCHEDULE EFFECTIVE OCTOBER 18, 2026

Classification	Employee Group		Step A	Step B	Step C	Step D	Step E
Principal Planner	MidMgmt/Prof	Hourly	67.83	71.23	74.80	78.53	82.46
		Monthly	11,758	12,347	12,964	13,612	14,293
		Annual	141,100	148,164	155,573	163,342	171,521
Public Works Director/Town Engineer	Dept Dir	Hourly	93.77	98.45	103.38	108.55	113.97
		Monthly	16,254	17,065	17,919	18,815	19,756
		Annual	195,043	204,783	215,023	225,776	237,069
PW/Parks Maint Supervisor	MidMgmt/Prof	Hourly	54.11	56.81	59.65	62.63	65.76
		Monthly	9,378	9,847	10,339	10,856	11,399
		Annual	112,539	118,166	124,069	130,275	136,784
Recreation Coordinator	MEA	Hourly	37.24	39.11	41.06	43.11	45.27
		Monthly	6,456	6,779	7,117	7,473	7,847
		Annual	77,469	81,346	85,410	89,674	94,166
Recreation Manager	MidMgmt/Prof	Hourly	60.61	63.64	66.82	70.16	73.67
		Monthly	10,506	11,031	11,583	12,162	12,770
		Annual	126,071	132,375	138,993	145,943	153,240
Recreation Supervisor	MidMgmt/Prof	Hourly	45.62	47.90	50.30	52.82	55.46
		Monthly	7,908	8,304	8,719	9,155	9,612
		Annual	94,897	99,642	104,624	109,855	115,348
Senior Accountant (Confidential)	MidMgmt/Prof	Hourly	57.29	60.15	63.16	66.32	69.63
		Monthly	9,929	10,427	10,947	11,495	12,070
		Annual	119,154	125,123	131,368	137,944	144,835
Senior Administrative Assistant	MEA	Hourly	40.95	43.01	45.17	47.42	49.79
		Monthly	7,100	7,455	7,828	8,219	8,630
		Annual	85,196	89,460	93,939	98,631	103,564
Senior Engineer	MidMgmt/Prof	Hourly	69.28	72.75	76.39	80.21	84.22
		Monthly	12,009	12,610	13,241	13,903	14,598
		Annual	144,112	151,323	158,893	166,836	175,178
Senior Construction Inspector	MEA	Hourly	52.37	54.99	57.74	60.63	63.65
		Monthly	9,077	9,532	10,008	10,509	11,033
		Annual	108,925	114,379	120,101	126,103	132,399
Senior Maintenance Worker	MEA	Hourly	37.16	39.02	40.98	43.01	45.17
		Monthly	6,441	6,763	7,102	7,456	7,829
		Annual	77,295	81,159	85,223	89,474	93,952
Senior Planner	MidMgmt/Prof	Hourly	56.10	58.90	61.84	64.94	68.19
		Monthly	9,723	10,209	10,719	11,256	11,818
		Annual	116,677	122,514	128,628	135,071	141,817
Senior Planner/Econ Dev Coord	MidMgmt/Prof	Hourly	56.10	58.90	61.84	64.94	68.19
		Monthly	9,723	10,209	10,719	11,256	11,818
		Annual	116,677	122,514	128,628	135,071	141,817
Support Services Coordinator	MEA	Hourly	44.75	47.00	49.35	51.81	54.41
		Monthly	7,758	8,146	8,553	8,981	9,430
		Annual	93,097	97,749	102,642	107,775	113,162

TOWN OF MORAGA
SALARY SCHEDULE EFFECTIVE OCTOBER 18, 2026

Classification	Employee Group		Step A	Step B	Step C	Step D	Step E
Town Clerk	Dept Dir	Hourly	73.79	77.47	81.34	85.41	89.68
		Monthly	12,789	13,428	14,099	14,805	15,545
		Annual	153,464	161,136	169,190	177,658	186,540
Town Manager	Contractual	Hourly	-	-	-	-	158.88
		Monthly	-	-	-	-	27,539
		Annual	-	-	-	-	330,471
Facilities Attendant (PT)	Unrepresented	Hourly	16.90	17.75	18.63	19.56	20.54
Intern (PT)	Unrepresented	Hourly	16.90	17.75	18.63	19.56	20.54
Maintenance Worker (PT)	Unrepresented	Hourly	32.10	33.70	35.39	37.16	39.01
Recreation Leader I (PT)	Unrepresented	Hourly	16.90	17.75	18.63	19.56	20.54
Recreation Leader II (PT)	Unrepresented	Hourly	21.46	22.53	23.66	24.84	26.08



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers

From: Jon B. King, Chief of Police

Subject: Accept the Report Detailing the Use of Military Equipment by the Moraga Police Department and Renew the Military Equipment Use Policy for the Moraga Police Department.

RECOMMENDATION

Accept the report detailing the Moraga Police Department's use of Military Equipment and renew the Military Equipment Use Policy for the Moraga Police Department (MPD).

BACKGROUND

In September 2021, the California Legislature approved Assembly Bill 481 (AB481), titled "Law enforcement and state agencies: military equipment: funding, acquisition, and use." AB481 was signed by the Governor on September 30, 2021 and amended California Government Code sections 7070-7075, effective January 1, 2022. These sections require each law enforcement agency (LEA) to obtain approval from the applicable governing body, via adoption of a military equipment use policy by ordinance, prior to that LEA funding, acquiring or using military equipment. The Town Council initially approved this policy by ordinance (Ordinance 299) on September 14, 2022. This policy must be reviewed and approved annually in conjunction with a community meeting at which members of the public may discuss and ask questions regarding the Police Department's annual military equipment use report and policy. This is the purpose of the October 14, 2026 Public Hearing.

The term "military equipment" as used in AB481 does not necessarily mean equipment that has been used by the military. Pursuant to AB481, items deemed to be "military equipment" include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper balls, less lethal shotguns, long range acoustic devices and flashbangs. Items deemed to be military equipment by AB481 are used as part of overall best practices for LEAs across the country. These tools have been tested in the field and are used by LEAs to enhance the safety of both officers and members of the community. The loss

of the ability to utilize these items would potentially jeopardize the safety of community members and officers within the MPD.

DISCUSSION

The MPD currently utilizes the following equipment that is covered by the Military Equipment Use Policy:

Less lethal shotguns and bean bag type projectiles: The less lethal shotgun and bean bag projectiles allow officers to confront a potentially armed or dangerous suspect at a longer distance, potentially preventing a deadly force encounter. The range of the weapons system helps to maintain this increased distance between officers and a suspect, reducing the immediacy of the threat, which is a principle of de-escalation. This equipment has not been utilized, outside of officer training, by MPD officers since February 2022. No costs were incurred for the purchase of this equipment during the fiscal year.

Staff has considered the possibility of upgrading this less lethal system to one that uses a larger projectile. This produces an increased amount of kinetic energy when it strikes a subject and is more effective in reducing the threat from a potentially armed or dangerous subject. Staff is currently researching this option and will report back to the Council with costs and alternatives if this option is pursued.

There is significant interest in ensuring that law enforcement agencies continue to have access to equipment that will provide police officers as many options as possible to safeguard lives, ensure safety, and protect civil liberties. The use of these tools is vital to the MPD mission and will continue to be strictly regulated through internal processes and oversight.

The current MPD Policy 708, "Military Equipment," ensures that there are safeguards, including transparency, oversight and accountability measures in place. MPD conducts an annual audit of military equipment during which all equipment was located and/or accounted for. There have not been any violations of Policy 708 during this reporting period nor have there been any complaints or concerns communicated about the use of this equipment. All incidents which result in a use of force, including the use of less lethal force, are reviewed and investigated pursuant to existing MPD policy.

There are no reasonable alternatives to the renewal of the military equipment use policy, which allows the use of the listed items.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

CEQA COMPLIANCE

Approval of the Report Detailing the Use of Military Equipment by the Moraga Police Department and Renewal of the Military Equipment Use Policy for the Moraga Police Department 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

No other alternatives are recommended by Staff.

NEXT STEPS

Staff will schedule a community meeting during early November to provide members of the public with information about this topic

ATTACHMENTS

[Attachment A - Draft Resolution - Military Equipment Policy](#)

[Attachment B - MPD Policy 708](#)

[Attachment C - Annual Report RE Use of Military Equipment 25-26](#)

**TOWN OF MORAGA
TOWN COUNCIL**

RESOLUTION NO. xx-2026

**ACCEPTING THE REPORT DETAILING THE USE OF MILITARY EQUIPMENT BY
THE MORAGA POLICE DEPARTMENT AND RENEWING THE MILITARY
EQUIPMENT USE POLICY FOR THE MORAGA POLICE DEPARTMENT**

WHEREAS, on September 30, 2021, the Governor signed Assembly Bill 481 into law, related to the use of military equipment by law enforcement agencies;

WHEREAS, Assembly Bill 481, codified at California Government Code Section 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body prior to taking certain actions relating to the funding, acquisition, solicitation, or use of military equipment;

WHEREAS, Government Code 7072 and the Military Equipment Use policy both require that a community meeting be held within 30 days of submitting and releasing the annual military equipment report at which members of the public may discuss and ask questions about the report and the Police Department funding and use of military equipment;

WHEREAS, in early November 2026, the Moraga Police Department (MPD) will be holding a community meeting to provide information to members of the public and allow them to ask questions, discuss the report and the use of military equipment by the MPD;

WHEREAS, the Moraga Police Department Policy Manual Section 708 “Military Equipment” meets the requirements of California Government Code Section 7070, subdivision (d) and is posted on the MPD webpage;

WHEREAS, the military equipment identified in the Moraga Police Department Policy Section 708 is necessary, because there are no reasonable alternatives that can achieve the same objectives of officer and civilian safety;

WHEREAS, Moraga Police Department Policy Manual Section 708 will safeguard the public’s welfare, safety, civil rights, and civil liberties; and

WHEREAS, the military equipment identified in the Moraga Police Department Policy Manual Section 708 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and civilian safety.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Moraga accepts the Moraga Police Department’s annual report regarding the use of Military

Equipment and approves the renewal of the Moraga Police Department's Military Equipment Use Policy.

DRAFT

Policy 708

Moraga PD Policy Manual

Law Enforcement Policy

Military Equipment

708.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of California Government Code defined military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

708.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
- Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
- High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
- Tracked armored vehicles that provide ballistic protection to their occupants.
- Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
- Weaponized aircraft, vessels, or vehicles of any kind.
- Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
- Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
- Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- Area denial electroshock devices, microwave weapons, water cannons, long-range acoustic devices (LRADs), acoustic hailing devices, and sound cannons.
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

Moraga PD Policy Manual

Law Enforcement Policy

Military Equipment

708.2 POLICY

It is the policy of the Moraga Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

708.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- a. Acting as liaison to the governing body for matters related to the requirements of this policy.
- b. Identifying department equipment that qualifies as or is defined as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- c. Conducting an inventory of all equipment defined as military by the California Government Code or requiring additional oversight by Council directions at least annually.
- d. Collaborating with any allied agency that may use military equipment within the jurisdiction of Moraga Police Department (Government Code § 7071).
- e. Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- f. Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- g. Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

708.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Department:

See Attachment A

708.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- a. Requesting military equipment made available pursuant to 10 USC § 2576a.
- b. Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

Moraga PD Policy Manual

Law Enforcement Policy

Military Equipment

- c. Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- d. Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- e. Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- f. Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- g. Acquiring military equipment through any means not provided above.

708.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment used by any member of this jurisdiction shall be approved for use and in accordance with the Department policy. Military equipment used by other jurisdictions that are providing mutual aid or emergency assistance to this jurisdiction shall comply with their respective military equipment use policies in rendering mutual aid or assistance.

708.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report publicly available on the department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in department inventory.

708.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

708.9 POLICY COMPLIANCE

Complaints regarding violations of this policy are subject to investigation and discipline in accordance with policies of the Department related to officer discipline.

708.10 PUBLIC CONCERNS

Complaints related to this policy may be submitted by members of the public in accordance with Policy Section 1020. Complaints regarding violations of this policy are subject to investigation and discipline in accordance with

Moraga PD Policy Manual

Law Enforcement Policy

Military Equipment

policies of the Department related to officer discipline. Questions related to the use of specific military equipment may be submitted during the community engagement process or in accordance with the California Public Records Act (Government Code Section 6250, et. seq.).

ANNUAL REPORT REGARDING THE USE OF MILITARY EQUIPMENT
Fiscal Year 2025-2026
October 14, 2026

Pursuant to Government Code Section 7070-7075, the Moraga Police Department will be presenting its Annual Report Regarding the Use of Military Equipment to the Moraga Town Council on October 14, 2026.

This report covers the period from July 1, 2025 through and including June 30, 2026.

The Moraga Police Department currently utilizes the following equipment that is considered to be "Military Equipment" in Government Code Section 7070(c):

Less Lethal Shotguns and Bean Bag Projectiles

The Moraga Police Department currently has 3 less lethal shotguns and approximately eighty-one (81) bean bag projectiles in stock. This equipment was not utilized in a tactical or enforcement situation during this reporting period. During this reporting period, Moraga Police Department officers participated in training with this equipment, during which approximately thirty (30) bean bag projectiles were expended. Additional training is scheduled for October 2026.

The Moraga Police Department is currently reviewing the effectiveness of this equipment and may request authorization from the Town Council to upgrade it in the next year.

A Police Department Town Hall meeting will be scheduled for early November 2026 where members of the public can provide comments and/or information regarding this report.

Submitted by: Jon B. King
 Chief of Police



Meeting Date: October 14, 2026

TOWN OF MORAGA

STAFF REPORT

To: Honorable Mayor and Councilmembers
From: Sonia Urzua, AICP, Planning Director
Subject: Mobile Food Vending Ordinance – Policy Review

RECOMMENDATION

Staff recommends that the Town Council receive the presentation, review the draft Mobile Food Vending Ordinance, and provide direction on whether the proposed regulatory framework reflects the Council's prior direction. No action to introduce or adopt the ordinance is requested at this meeting.

BACKGROUND

On February 26, 2025, the Town Council adopted its Top Ten Priorities for FY 2025–2026 and FY 2026–2027, including Item 7: “Establish regulations for food trucks.” At the time, the Moraga Municipal Code (MMC) did not contain provisions specifically regulating food truck operations, although several existing code sections indirectly addressed vending on public and private property.

On September 24, 2025, the Town Council reviewed a staff report that evaluated existing Town, County, and State regulations, approaches used by other jurisdictions, community input, and policy options for food truck operations. The Town Attorney framed the discussion by explaining that the Town may regulate mobile food vending through reasonable time, place, and manner restrictions to address local health, safety, traffic, noise, and other operational impacts. The Council then discussed the benefits of food trucks, potential impacts on local businesses, and health and safety concerns, including traffic, noise, and food safety.

The Council also directed staff to develop food truck regulations that would provide clear rules without creating an unnecessarily burdensome process. The Council emphasized balancing opportunities for food trucks with potential impacts on existing restaurants and expressed a preference for food trucks to be an occasional or event-based presence rather than a constant presence in Town. Councilmembers also expressed interest in addressing generator impacts, continuing to support food trucks at community events, and considering a recurring Monday evening food truck event modeled on Orinda's food truck program.

Following that discussion, staff developed the attached draft ordinance to establish a regulatory framework for mobile food vending. Consistent with Council direction, the draft ordinance relies primarily on time, place, and manner restrictions rather than prohibiting food trucks. The draft is presented for policy review and Council feedback before staff completes legal and administrative review. Staff is not requesting introduction or adoption of the ordinance at this meeting.

DISCUSSION

The attached draft ordinance would add a new Chapter 9.14, “Mobile Food Vending,” to Title 9 of the MMC. The proposed chapter establishes a Town permit framework and incorporates time, place, and manner restrictions to address public health, traffic, access, neighborhood compatibility, noise, and other operational impacts, while allowing mobile food vending in appropriate circumstances. The draft does not regulate sidewalk vendors. Section 9.14.050 sets the principal “place” restrictions, and Section 9.14.060 sets “manner” restrictions. The draft includes more limited “time” restrictions, and staff seeks Council direction on whether additional limits on hours, frequency, or duration are appropriate.

Annual Registration and Food Truck Permit

The draft would require each mobile food vendor operating in Moraga to register annually and obtain a separate Food Truck Permit for each mobile food vending vehicle. Permits would expire on December 31 each year and would not be transferable among operators, business entities, or vehicles. Consistent with the Council's prior direction, staff intends the permit process to be straightforward and limited to information necessary to verify compliance with applicable health, safety, insurance, and operating requirements.

Application Requirements and Fees

Applicants would be required to provide information identifying the operator and vehicle, proposed locations and hours, a valid County Health Permit, a California seller's permit, required State or local licenses, and proof of insurance. Town Council would establish a nonrefundable registration and permit fee, limited to the reasonable cost of administering and enforcing the program.

Place Restrictions – Section 9.14.050

Section 9.14.050 sets the locations where food trucks may operate. The proposed “place” restrictions include minimum separation from restricted curb zones, intersections, driveways, fire hydrants, and locations requiring emergency access; limits on the number of parking spaces occupied; and separation from Town-designated special events and schools during school hours. These provisions are intended to address traffic, circulation, emergency access, and compatibility concerns while allowing vending where it can occur safely. The working draft also includes placeholders for minimum street-width standards that require additional staff review and Council direction. Alternatively, the Town can identify specific streets where this type of use could be allowed.

Manner Restrictions – Section 9.14.060

Section 9.14.060 establishes how food trucks may operate. These “manner” restrictions are intended to minimize conflicts with pedestrians, bicyclists, vehicles, adjoining properties, nearby residents, and businesses. Food trucks would be required to maintain safe access and circulation, operate on an adequate surface, keep surrounding areas free of waste, limit

vehicle and generator idling, control smoke and odors, comply with Town sign regulations, and obtain written property-owner permission when operating on private property. The generator limitation responds directly to Council concerns regarding noise and other impacts.

Time Restrictions – Council Direction Requested

The draft contains limited “time” restrictions. Applicants would identify their intended days and hours of operation, and Section 9.14.050 restricts vending near schools between 7:00 a.m. and 5:00 p.m. on school days. The draft does not otherwise establish general operating hours or limits on how frequently or how long a food truck may operate at a particular location. Given the Council’s prior direction that food trucks should not become a constant presence, staff seeks direction on whether to incorporate additional limits on hours, frequency, or duration into the ordinance.

Permit Administration and Enforcement

The Administrator would be authorized to approve, deny, suspend, or revoke a Food Truck Permit based on compliance with Chapter 9.14. Permit decisions could be appealed to the Town Council. Violations would be subject to administrative citations and the penalties specified in the draft ordinance.

Relationship to Existing Town Events

The Town currently allows food trucks at certain Town and community events through existing Parks and Recreation procedures, including vendor fees, insurance requirements, and County Health Department clearance. Council expressed support for food trucks in this context and interest in expanding opportunities and potentially establishing a recurring Monday evening food truck event modeled on Orinda's food truck program. These event-based opportunities can be developed administratively in coordination with Parks and Recreation and do not necessarily require food trucks to operate continuously throughout Town. Staff seeks Council direction on how the ordinance should distinguish routine food truck operations from Town-sponsored or permitted events.

POLICY QUESTIONS FOR COUNCIL FEEDBACK

Because the ordinance is being presented as a working draft, staff recommends that the Council focus on whether the proposed time, place, and manner framework reflects the policy direction provided in September 2025. The draft already includes detailed place and manner restrictions; the principal remaining policy question is whether additional time-related limits are needed. Staff seeks direction on the following questions:

*Does the Council support the proposed “place” restrictions in Section 9.14.050 and the “manner” restrictions in Section 9.14.060?

*Should the ordinance establish additional “time” restrictions, such as general operating hours or limits on the frequency or duration of food truck operations at an individual location, to reinforce the Council’s preference that food trucks not become a constant presence?

*Does the Council support the proposed annual registration and permit program if the process is kept simple, cost-based, and limited to information necessary for health, safety, insurance, and enforcement purposes?

*How should Town-sponsored and permitted special events, including a recurring Monday evening food truck event, be treated under the permit framework?

DRAFT ORDINANCE – TECHNICAL AND ADMINISTRATIVE REFINEMENTS

The attached ordinance remains a working draft. Following Council direction, staff and the Town Attorney will complete legal and technical review before returning the ordinance for consideration. Remaining refinements include the commercial-zone definition, minimum street-width standards, internal section numbering and cross-references, and coordination with existing provisions of the Moraga Municipal Code.

FISCAL IMPACT

There is no direct fiscal impact associated with reviewing the draft ordinance and providing direction. Implementation of a permit program would require staff time for application review, permit issuance and renewal, recordkeeping, compliance monitoring, and enforcement. Staff proposes that Town Council establish the permit fee by resolution and not exceed the reasonable cost of administering and enforcing the program. Staff will present a fee recommendation with the final ordinance or as a separate implementing action.

CEQA COMPLIANCE

The Council is not being asked to introduce or adopt the ordinance at this meeting. The current item is limited to review and policy direction. CEQA findings appropriate to the final ordinance will be included when the ordinance returns to the Town Council for consideration.

ALTERNATIVES

The Town Council may provide alternative direction regarding the scope or content of the draft ordinance, including modifications to the proposed time, place, and manner standards, the permit framework, or the treatment of event-based food truck operations, or direct staff not to proceed with the proposed regulatory framework.

NEXT STEPS

Staff will incorporate Council direction, complete legal and technical review with the Town Attorney, resolve remaining placeholders and cross-references, and return a final ordinance to the Town Council for consideration at a future meeting. Staff will also coordinate with Parks and Recreation regarding any Council direction to develop a recurring food truck event. Any implementing fee resolution or related administrative procedures will be presented with the ordinance or separately, as appropriate.

ATTACHMENTS

[Attachment A - Draft Ordinance - Establishing Chapter 9.14 Mobile Food Vending](#)

ORDINANCE NO. XXX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MORAGA ESTABLISHING CHAPTER 9.14, “MOBILE FOOD VENDING” TO REGULATE FOOD VENDING BY MOTORIZED FOOD TRUCKS

WHEREAS, on September 24, 2025, the Town Council discussed potential regulation of food trucks in the Town of Moraga; and

WHEREAS, during that meeting, the Council considered the positive impact that food trucks can have on a community, including providing food at special events but also considered the negative health and safety impacts that food trucks can have on a community, including generation of noise and traffic and food safety; and

WHEREAS, the Council also considered the impact that food trucks have on local commercial activity; and

WHEREAS, Land Use Element of the Town’s General Plan illustrate the Town’s commitment to embracing opportunities for land use and economic diversification strategies; and

WHEREAS, the Council desires to adopt regulations that balance economic diversification while establishing time, place, manner regulations that address health and safety concerns; and

WHEREAS, to ensure public health and safety, the Town Council desires to enact the following regulations related to food truck operations.

NOW, THEREFORE, THE TOWN COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

SECTION ONE

The above recitals are incorporated herein as if set forth herein in full and each is relied upon independently by the Town Council for its adoption of this Ordinance.

SECTION TWO

Title 9, “Public Peace and Welfare” is hereby amended to add a new Chapter 9.14, “Food Vending by Motorized Food Trucks” to read as follows:

“Chapter 9.14 -Mobile Food Vending

Section 9.14.010 Purpose.

A. Article XI, Section 7, of the California Constitution confers on local governments the authority to adopt ordinances and regulations designed to promote the public health, safety, and general welfare of their communities. The purpose of this chapter is to establish requirements for the vending of food and goods from food trucks in the public right-of-way, including but not limited to Town facilities and parking lots, and private

property to mitigate health hazards and prevent traffic, and enhance safety within the Town. The requirements set forth in this chapter are intended to protect the public's health, safety, and welfare by ensuring that mobile food vending by operators of food trucks provide safe and sanitary conditions for consumers and the general public, are adequately insured, and are properly permitted with the Town and licensed with other agencies, as necessary.

B. This Chapter is not intended to regulate sidewalk vendors as that term is defined in Government Code section 51036(a), or as may be amended.

Section 9.14.020 Definitions.

For purposes of this chapter, the following definitions shall apply:

A. "Administrator" means the Town Manager, or the agent, employee or designee charged with issuing the permits required by this chapter.

B. "Commercial zone" means the Community Commercial District, the MCSP Commercial District (MCSP-C) and Rheem Park Mixed Commercial District, Limited Commercial District, and the Saint Mary's Campus as more fully defined in CMC Title 8, Zoning.

C. "Enforcement officer" means any Town sworn peace officer, code enforcement officer or inspector, or other employee or agent designated with authority to enforce any provision of this code.

D. "Food" means and refers to any substance as defined by California Health and Safety Code Section 113781, or any successor section, as a raw, cooked, or processed edible substance, ice, beverage, an ingredient used or intended for use or for sale in whole or in part for human consumption, and chewing gum.

E. "Food Preparation" shall have the same meaning as the term defined in California Health and Safety Code Section 113791, or any successor section, as packaging, processing, assembling, portioning, or any operation that changes the form, flavor, or consistency of food but does not include trimming of produce.

F. "Health Permit" means any and all permits necessary to vend food or beverages required by the Contra Costa County Health Services.

G. "Mobile Food Facility" shall have the same meaning as the term defined in California Health and Safety Code Section 113831, or any successor section, as any mobile unit or mobile food vending vehicle used in conjunction with a commissary or other permanent food facility upon which food is sold or distributed at retail.

"Mobile food facility" does not include a "transporter" used to transport packaged food from a food facility or other approved source to the consumer.

H. "Food Truck" or "Mobile Food Vending Vehicle" means a type of mobile food facility that includes a motorized vehicle licensed by the California Department of Motor Vehicles (DMV) and designed and equipped for preparing, cooking, and vending food. Food trucks and trailers are considered mobile food vending vehicles.

I. "Mobile Food Vendor" means a type of Vendor who is an owner or operator of a Mobile Food Vending Vehicle.

J. "Permit" shall mean a Food Truck Permit issued by the Town, pursuant to this chapter.

K. "Person" means any individual, firm, partnership, joint venture, association, limited liability company, corporation, estate, trust, receiver, syndicate, city, county, or other political subdivision, or any other group or combination.

L. "Public right-of-way" or "right-of-way" means any public street, public sidewalk, public way, or public place, laid out or dedicated, and the space on, above or below it, and all extensions thereof, and additions thereto, within the jurisdiction of the Town.

M. "Residential zone" means any area zoned for residential as a permitted use in Title 8, Planning and Zoning of the Town of Moraga Municipal Code.

N. "Special Event" means an event, activity or use that requires a Temporary Use permit pursuant to Section 8.148.50 of the Moraga Municipal Code as defined in Special Events or is an event hosted by the Town, i.e., Fourth of July Celebration.

O. "Vehicle" has the same meaning as in California Vehicle Code Section 670.

P. "Vend," "vends," or "vending" means to sell, offer for sale, expose, or display for sale, solicit offers to purchase, or to barter goods, wares, merchandise, food, beverages, or services, or to require someone to negotiate, establish or pay a fee before providing goods, wares, merchandise, food, beverages, or services, even if characterized as a donation on public property.

Q. "Vendor" means any person who Vends within the Town.

R. "Waste" means putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, debris, trash, refuse, paper, rubbish, and food waste, including oil, grease, and food scraps.

Section 9.14.030 Annual Food Truck Vendor Registration and Permit Required.

A. No Person may Vend from a Food Truck within the Town of Moraga without first having registered with the Town and obtained a Permit from the Administrator pursuant to this chapter.

B. **Annual registration required.** Every Mobile Food Vendor intending to Vend from a Food Truck within the Town shall annually register with the Administrator and obtain a Food Truck Permit before commencing operations. A separate Permit shall be required for each Mobile Food Vending Vehicle operated within the Town. Registration shall be completed through the application process established in Section 9.14.040.

C. **Registration and Permit term.** Any registration and Permit issued pursuant to this chapter shall automatically expire, terminate, and be of no further force and effect at 10:00 p.m. on December 31st of each year, regardless of when the Permit was issued.

D. **Nontransferability.** Any Permit issued pursuant to this chapter is nontransferable between persons, business entities, or Mobile Food Vending Vehicles.

Section 9.14.040 Application requirements.

A. Any Person seeking a Permit must complete an application, on a form provided by the Town, accompanied by the fees established by resolution of the Town Council. The application form will include, at a minimum, the following information:

1. A copy of the Mobile Food Vendor's California driver's license or other state driver's license;
2. Names, addresses, and telephone numbers of all persons financially interested in the Mobile Food Vendor's business;
3. A description of the type of Food to be sold;
4. The legal name of the Mobile Food Vendor's business, including any fictitious business name, the business mailing address, telephone number, email address, and the name of the person responsible for operations within the Town.
5. Description of the Mobile Food Vending Vehicle, along with a copy of the current registration of the Mobile Food Vending Vehicle; the license plate number, vehicle identification number, vehicle registration.
6. The location(s) where the Mobile Food Vendor intends to operate;
7. Intended day(s) and hours of operation at such location(s);
8. Proof of a valid California Department of Tax and Fee Administration Seller's Permit and proof of any additional licenses from State or local agencies to the extent required by law;
9. Proof of a valid Contra Costa County Health Permit and California Retail Food Code compliance for food-related vending, if applicable; and

10. Proof of insurance for the Mobile Food Vending Vehicle.

B. Registration and Permit fee. The application for the Permit shall be accompanied by an application fee for each Mobile Food Vending Vehicle. If the application is denied, the application fee shall not be returned to the Mobile Food Vendor applicant. This nonrefundable fee shall cover the actual costs of processing the applications and administering the Permit program. The application fee for the Permit shall be established by Town Council resolution.

C. Upon receipt of a completed application, the Administrator may issue a Permit to the Mobile Food Vendor if the Administrator finds that all of the following conditions have been met:

1. An accurate application has been filed;
2. The required application fee has been paid; and
3. All applicable provisions of this chapter have been or will be met.

D. The Administrator may deny the application if it is inaccurate, incomplete, or unable to meet the requirements of this chapter or if no application fee has been submitted. The Administrator may also deny the application if the vendor has been issued three or more violations of this chapter during the prior term of the Permit.

E. Once issued, the Administrator may revoke the Permit for any of the following reasons:

1. It is determined and found thereafter that the application was inaccurate;
2. That the Mobile Food Vendor cannot meet the requirements of this chapter; or
3. That the Mobile Food Vendor is operating in a manner detrimental to public health, safety or the general welfare of the Town, or if the vendor has been issued three or more violations of this chapter during the term of the Permit.

F. The Administrator may suspend the Permit if the Administrator determines that the Mobile Food Vendor does not meet the requirements of this chapter but could take steps or action to comply with the requirements, within thirty to sixty days.

G. Any denial of an application for a Permit or suspension, or revocation of a Permit may be appealed to the Town Council pursuant to the provisions of section 1.16.010 of the Moraga Municipal Code.

H. **Evidence of registration.** The Mobile Food Vendor shall maintain a copy of the current Permit in each Mobile Food Vending Vehicle and shall display or produce the Permit upon request by a Town representative. The Administrator may issue a decal or other identifying document for display on the Mobile Food Vending Vehicle.

Section 9.14.050 Location requirements.

In order to protect pedestrian health and safety and to accommodate public street access, parking, and traffic, street and Mobile Food Vendors shall be subject to the following location requirements when engaging in or otherwise operating Food Trucks in the Town of Moraga.

A. No Mobile Food Vendor shall Vend or otherwise operate from any public street within 25 feet of a(n):

1. Curb which has been designated as a white, yellow, blue, or red zone;
2. Street or roadway intersection controlled by a traffic light, crosswalk, or stop sign;
3. Driveway or driveway apron;
4. Fire hydrant or location to which law enforcement or emergency services personnel require unimpeded access.

D. If a Food Truck is parked on the Public right-of-way, only one parking space may be utilized.

E. In Commercial Zones, a Mobile Food Vendor shall not Vend or otherwise operate on streets less than XX in width.

F. In Residential Zones, a Mobile Food Vendor shall not Vend or otherwise operate on streets less than XX in width.

G. No Mobile Food Vendor may engage in vending or otherwise operate within 200 feet of an area designated for a Special Event by the Town.

P. No Mobile Food Vendor may engage in vending or otherwise operate within 200 feet of the nearest property line of any public or private school serving students under 18 years of age between the hours of 7:00 a.m. and 5:00 p.m. of any school day.

Section 9.14.060 Operation requirements.

In order to protect pedestrian health and safety and to accommodate public street access, parking, and traffic, street and Mobile Food Vendors shall be subject to the following operation requirements when engaging in or otherwise operating Food Trucks in the Town of Moraga.

- A. Mobile Food Vendors shall not operate in a manner where the operation, vending, and queuing of patrons obstruct the Public right-of-way, including blocking vehicular or bicycle traffic, the flow of pedestrian traffic, ingress, or egress from adjoining property, or otherwise creating hazards for vehicle or pedestrian traffic.
- B. A Food Truck must be parked on a surface material sufficient to support the weight of the vehicle without sustaining damage, such as gravel, concrete, asphalt, or another surface, unless otherwise authorized by the Town.
- C. No Mobile Food Vendor may place any equipment, tables or chairs in the Public right-of-way unless an encroachment permit is issued by the Town.
- D. Mobile Food Vendors shall keep the area near and around their Food Trucks free from any Waste.
- E. Mobile Food Vendors shall not idle Food Truck vehicle engines or generators for more than five minutes during any one-hour time period.
- F. Mobile Food Vendors are responsible for controlling smoke and odors caused by Food Preparation so as to avoid being a nuisance.
- G. Any use of A-frame signs or any other type of sign must be in conformance with Chapter 8.88 of the Moraga Municipal Code.
- H. A Mobile Food Vendor may vend on private property if the Vendor has written permission from the property owner.

Section 9.14.070 Prohibited items.

Mobile Food Vendors are prohibited from Vending any items prohibited by Federal, State, or local law, including the following items:

- A. Tobacco, tobacco products, or electronic smoking devices;
- B. Cannabis or cannabis products;
- C. Weapons, including knives, guns, or explosive devices;
- D. Fireworks; and
- E. Pharmaceuticals.

Section 9.14.080 Violations – Penalties.

- A. Any Enforcement Officer may enforce the provisions of this chapter.
- B. A violation of this chapter shall be an infraction and violations shall be subject to an administrative citation pursuant to Chapter 1.28 of the Moraga Municipal Code. Penalties shall be subject to the following fines:

1. A fine not exceeding one hundred dollars (\$100.00) for a first violation;

2. A fine not exceeding two hundred dollars (\$200.00) for a second violation of the same ordinance within one year;

3. A fine not exceeding three hundred dollars (\$300.00) for each additional violation of the same ordinance within one year.

C. Any Person may appeal any administrative citation issued for violations of this chapter pursuant to the procedures described in Chapter 1.28.”

SECTION THREE

The Town Council hereby determines that this Ordinance is exempt from review under the California Environmental Quality Act (CEQA). Pursuant to Section 15061(b)(3) of the CEQA Guidelines, CEQA applies only to projects which have the potential for causing a significant effect on the environment. This Ordinance will not result in a significant foreseeable environmental impact.

SECTION FOUR

Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The Town Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective.

SECTION FIVE

Effective Date. This Ordinance shall take effect 30 days from its passage, and shall be published in accordance with the law, in a newspaper of general circulation published and circulated in the Town of Moraga.

SECTION SIX

Publication. The Town Clerk is directed to cause this Ordinance to be published in the manner required by law.

THIS ORDINANCE was introduced with the first reading waived at the Town of Moraga Town Council meeting on the ## day of Month 2026, and was passed and adopted at a regular meeting of the Moraga Town Council on the ## day of Month 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Town Clerk

Dated: _____

APPROVED:

Kerry Hillis, Mayor