



AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, JANUARY 27, 2026, 6:00 PM

KENT HALL COUNCIL CHAMBERS - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE
DISTRICT 2 - RACHEL LANG

DISTRICT 3 - ANDREW WHITMAN
DISTRICT 4 - KIM MANG

BEN HARVEY
CITY MANAGER

BETHANY BURGESS
CITY ATTORNEY

WESTON MONTGOMERY
CHIEF DEPUTY CITY CLERK

VIEWING & ACCESS

Public participation is encouraged! The Ojai City Council meets regularly on the second and fourth Tuesdays of the month at 6:00 p.m. The meetings are conducted in a hybrid model, providing both in-person attendance and virtual public comment via the Zoom link below. Virtual attendance via Zoom is the only way to remotely provide public comment. Pre-registration is not required for public comment via Zoom. Instead, Zoom participants will utilize the "hand-raise" function to indicate their desire to speak on an item. The meeting is also livestreamed on the City's website at ojai.ca.gov/525/2968/Public-Meetings, on YouTube at youtube.com/@ojaicity, and on Spectrum Channel 10. See "Public Comment Options" below for further instruction.

[ZOOM LINK - January 27 Regular Meeting](#)

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

COMMISSION REPORTS

CITY MANAGER'S REPORT

PUBLIC COMMUNICATIONS

Public Communications is the time set aside during the meeting for members of the public to

address the City Council on items of City business other than scheduled agenda items. Matters raised at this time may be briefly discussed by the Council, and will generally be referred to staff and/or placed on a subsequent agenda. Under State law, other than for emergency items, no action can be taken.

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be considered routine and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the vote on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

1. City of Ojai Warrants for December 1, 2025 - January 11, 2026

RECOMMENDATION: Receive and file.

[Administrative Report - Warrant Report](#)

[Attachment A - Warrant Report Register](#)

[Attachment B - Disbursement by Category](#)

[Warrant Cover Letter](#)

2. Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of December 31, 2025

RECOMMENDATION: Receive and file.

[Administrative Report -Treasurers Report Dec 2025](#)

[Attachment A -Treasurer's Report Dec 2025](#)

[Exhibit A - Cash & Investment Summary Dec 2025](#)

3. Minutes of the City Council

RECOMMENDATION: Approve.

[Minutes - 01-13-26 Regular Meeting](#)

4. Adoption of Ordinance No. 970 Adopting Proposed 2025 Citywide Engineering and Traffic Survey and Retaining, Establishing, or Decreasing Posted Speed Limits on Certain Streets

RECOMMENDATION: Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 970 adopting the 2025 Citywide Engineering and Traffic Survey and retaining, establishing and decreasing posted speed limits on certain streets within the City of Ojai, by reading of the title as stated below.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, ADOPTING THE 2025 CITYWIDE ENGINEERING AND TRAFFIC SURVEY AND RETAINING, ESTABLISHING, OR DECREASING POSTED SPEED LIMITS ON CERTAIN STREETS

[Administrative Report - Ordinance No. 970 - Setting Speed Limits](#)

[Attachment A - Citywide Traffic Survey - LSY Engineering](#)

[Attachment B - Ordinance No. 970](#)

5. 2025 Downtown and Arcade Parking Lots, Project No. ST-3031 - Resolution Accepting Improvements and Authorizing Filing of a Notice of Completion

RECOMMENDATION: That the City Council adopt a resolution accepting improvements and authorizing the Mayor to sign the Notice of Completion for the 2025 Downtown and Arcade Parking Lots, Project No. ST-3031.

[Administrative Report - Downtown and Arcade Paving Completion](#)

[Attachment B - Notice of Completion](#)

6. Confirm Appointment to Vacancy on the Arts Commission

RECOMMENDATION: Confirm nomination of applicant Bradley Tabach-Bank as Arts Commissioner to fill a new vacancy on the Arts Commission.

[Administrative Report - Arts Commissioner Ratification](#)

[Attachment A - Commission Application, B. Tabach-Bank](#)

PUBLIC HEARING

7. Consideration of Resolution Approving Agreement to Extend Timeline to Complete Surplus Property Disposal with Ojai Bungalows LP (*City Council Direction*)

RECOMMENDATION: Approve a resolution (Attachment A) approving the Agreement to Extend Timeline to Complete Surplus Property Disposal with Ojai Bungalows LP and authorize the Mayor to execute the Agreement.

[Administrative Report - Ojai Bungalows LP](#)

[Attachment A - Proposed Resolution](#)

[Attachment B - Settlement Agreement FAQ](#)

[Attachment C - Settlement Agreement](#)

DISCUSSION

8. City Council Meeting Schedule - 2026 (*Operational Need*)

RECOMMENDATION: Approve the 2026 Meeting Schedule.

[Administrative Report - City Council Meeting Schedule 2026](#)

[Attachment A - 2026 Meeting Schedule](#)

9. Appointment of Mayor Pro Tem (*Operational Need*)

RECOMMENDATION: Adopt a Resolution appointing the Mayor Pro Tem for a one-year term.

[Administrative Report - Appointment of Mayor Pro Tem](#)

[Attachment A - Resolution No. 2026-XX](#)

10. Appointment of Representatives to Local and Regional Boards and a City Committee (*Operational Need*)

RECOMMENDATION: Review current assignments and appoint representatives to serve on local and regional boards, and a City Committee.

[Administrative Report - Local and Regional Appointments - 2026](#)

[Attachment A - Council Member Local and Regional Assignments - 2025](#)

11. Agreement with Kiley & Associates, LLC for Federal Advocacy and Funding Support (*Requested by Mayor Gilman and Mayor Pro Tem Lang*)

RECOMMENDATION: Engage Kiley & Associates, LLC, for federal advocacy and funding support to maximize the City of Ojai's access to federal resources and advance City Council approved priorities and authorize the City Manager to execute a one-year agreement with Kiley & Associates, LLC, for an amount not-to-exceed \$36,000 under the proposed terms in a form approved by the City Attorney.

[Administrative Report - Federal Lobbyist](#)

[Attachment A - Proposal, Kiley & Associates](#)

[Attachment B - FY26 California CPF Results](#)

12. Proposal for Economic Development Action Plan (EDAP) – HdL

ECONsolutions (City Council Direction)

RECOMMENDATION: Review and approve the proposal submitted by HdL ECONsolutions to develop a comprehensive Economic Development Action Plan (EDAP) for the City of Ojai (City), and authorize the City Manager to execute a three-year agreement with HdL ECONsolutions for an amount not-to-exceed \$52,000 based on the proposal in a form approved by the City Attorney.

[Administrative Report - Economic Development Action Plan \(EDAP\)](#)

[Attachment A - Proposal, HDL Companies](#)

13. Professional Services Agreement with Municipal Resource Group, LLC (Operational Need)

RECOMMENDATION: Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement with Municipal Resource Group, LLC ("MRG") to extend the contract term through December 31, 2026.

[Administrative Report - Municipal Resource Group](#)

[Attachment A - Original Agreement - MRG](#)

[Attachment B - Amendment 1 - MRG](#)

[Attachment C - Amendment 2 - MRG](#)

CLOSED SESSION**14. Conference with Real Property Negotiators (Government Code Section 54956.8) pertaining to one property:**

Property: 414 E. Ojai Avenue and 450 East Ojai Avenue, Ojai, California

Agency Negotiators: Mayor Gilman, Council Member Whitman, City Manager Ben Harvey, City Attorney Bethany Burgess, and Community Development Director Lucas Seibert

Negotiating Party: Ojai Unified School District

Under Negotiation: Price and terms of payment

15. Conference with Legal Counsel - Anticipated Litigation

Significant exposure to litigation pursuant to Government Code Sections 54956.9(d)(2) or (3) and (e)(1) in one (1) case and a point has been reached where, in the opinion of the legislative body of the local agency on the advice of its legal counsel, based on existing facts and circumstances, there is a significant exposure to litigation against the local agency, and such facts and circumstances are not yet known to a potential plaintiff or plaintiffs.

REPORT OUT OF CLOSED SESSION**COUNCIL MEMBER'S REPORTS****FUTURE AGENDA ITEMS****ADJOURNMENT**

Posted January 23, 2026 at 5:00 p.m.

Weston Montgomery, Chief Deputy City Clerk

WRITTEN PUBLIC COMMENTS

All Written Public Comments will be published here for public access. Please see "Public Comment Options" below for detailed instructions on how to submit.

ACCOMMODATIONS

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please call (805) 646-5581. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

If you feel that a language interpreter is necessary for you to participate in this meeting, notification 48 hours prior to the meeting will enable the City to make reasonable arrangements for an interpreter to assure your participation/understanding of this meeting.

Si considera que un intérprete de idiomas es necesario para participar en esta reunión, la notificación 48 horas antes de la reunión le permitirá a la Ciudad hacer arreglos razonables para que un intérprete asegure su participación/comprensión de esta reunión del Concejo Municipal.

Para Español por favor llame al (805) 646-5581 ext. 100 o por correo electronico a cityclerk@ojai.ca.gov.

PUBLIC PARTICIPATION

Agenda reports and other disclosable public records related to agenda items are available on the City's website at ojai.ca.gov/525/2968/Public-Meetings and at City Hall located at 401 S. Ventura St., Ojai, Ca., during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

PUBLIC COMMENT OPTIONS

Written Comments: In order for staff to provide the City Council with written public comments timely, written/emailed public comments must be submitted no later than **3:00 p.m. on the day before the meeting.**

You may always submit written comments to the City Clerk via mail, in person at City Hall, or via email to cityclerk@ojai.ca.gov. If your written comment is received by 3:00 p.m. on the day before the meeting date, the City Clerk will distribute copies of your comments to all Council Members and recorded on the City website. Written comments received after 3:00 p.m. may not be distributed to the Council Members and recorded on the City website until after the meeting.

Verbal Comments: Verbal Comments will be received on any item on the agenda at the time the agenda item is heard. Comments may be made in person at the meeting or through Zoom, via the link at the top of the Agenda. Pre-registration is not required for public comment via Zoom. Instead, Zoom participants will utilize the hand-raise function to indicate their desire to speak on an item.

IMPORTANT NOTES:

All materials related to an item on this agenda, including written public comments, will be available for public inspection in the City Clerk's Office at City Hall, and following the meeting, will be accessible on the City of Ojai's website at ojai.ca.gov.

As a government agency, the City of Ojai is subject to the California Public Records Act (Government Code § 6250 et seq.). Please be advised that all communications submitted to City officials and staff are subject to public disclosure under the California Public Records Act. There are limited exceptions that allow the City to redact personal information under the California Public Records Act. If you have concerns regarding privacy, please do not include your personal identifying information, such as your name, e-mail, phone number, and home address in your correspondence to the City, including, but not limited to, public comment.

If you challenge the actions of the City Council in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in the public notices, or in written correspondence delivered to the City Council at, or prior to, the public hearing (California Government Code Section 65009).

Any legal action by an applicant seeking to obtain a judicial review of the City Council's decision on a Hearing listed on this Agenda may be subject to the 90-day filing period of and governed by Code of Civil Procedure Section 1094.6.

LEVINE ACT WARNING

Applicants and their agents before the City Council are subject to the campaign disclosure provisions detailed in Government Code Section 84308. No City Council Member may accept, solicit, or direct a contribution of more than \$500 from any party or agent for 12 months subsequent to the date a final decision is rendered by the City. This prohibition commences when your application has been filed, or the proceeding is otherwise initiated.

A party to a City proceeding - which includes both applicants and agents - shall disclose on the record of the proceeding any contribution of more than \$500 made to any Council Member by the applicant or agent, during the preceding 12 months. No party to a City proceeding, or agent, shall make a contribution to a Council Member during the proceeding and for 12 months following the date a final decision is rendered by the City.

Prior to rendering a decision on a City proceeding, any Council Member who received a contribution of more than \$500 within the preceding 12 months from any party, or agent, to a proceeding shall disclose that fact on the record of the proceeding and shall be disqualified from participating in the proceeding. However, if any Council Member receives a contribution that otherwise would require disqualification and returns the contribution within 30 days of knowing about the contribution and the relevant proceeding, the Council Member shall be permitted to participate in the proceeding.

If you believe that these provisions apply to you or a Council Member, please inform the City Clerk at the earliest possible opportunity. Failure to do so may affect the City's ability to process your application.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Brenda Cho, Finance Director

MEETING DATE: January 27, 2026

SUBJECT: City of Ojai Warrants for December 01, 2025 – January 11, 2026

RECOMMENDATION

Receive and file.

DISCUSSION

Disbursement Warrant Check Numbers: 79912-80086

Payroll Warrant Check Numbers: 38361-38366

Number of Direct Deposits: 178

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds	\$	2,130,084.17
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Payroll – December 11 & 25, 2025 and January 8, 2026		<u>360,351.23</u>
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Total	\$	2,490,435.40
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CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

1. Take no action.
2. Provide alternate direction to staff.

FISCAL IMPACT

There is no fiscal impact associated with this action. The list of warrants is presented for informational purposes only and reflects payments previously authorized and budgeted.

Prepared by: Scott Avila

ATTACHMENT(S)

- A. Check Register
- B. Disbursement by Category

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79912	Airgas West Transit & Public Works Gas Cylinder Rentals	12/02/2025	202.09
79913	AT&T October 2025 Telephone	12/02/2025	65.50
79914	Bennie K. Enterprises Inc October & November 2025 Libbey Bowl Event Portable Restroom	12/02/2025	5,040.00
79915	BKS Law Firm, PC October 2025 Ventura Watershed & Common Interest Litigation	12/02/2025	1,409.00
79916	California State Disbursement Unit November 2025 Payroll Expense	12/02/2025	82.15
79917	Colonial Life & Accident Ins November 2025 Payroll Expense	12/02/2025	746.96
79918	Cooperative Personnel Services City Employee Hiring Test	12/02/2025	3,165.00
79919	Delta Liquid Energy October& November 2025 Trolley Fuel	12/02/2025	1,878.84
79920	DocuProducts Quarterly Copy Machine Meter Reading	12/02/2025	2,982.18
79921	Emmanuel A Mendez December 2025 City Transit Wash	12/02/2025	3,650.00
79922	Employment Development Dept October 2025 Payroll Expense	12/02/2025	127.82
79923	Fillmore Area Transit Corporation October 2025 Trolley Driver Services	12/02/2025	3,276.00
79924	Help of Ojai Inc. October 2025 ADA Program	12/02/2025	4,500.00
79925	J.J. Keller & Associates, Inc August - November 2025 Monthly Encompass Fee	12/02/2025	410.36
79926	JMG Security Systems, Inc. Quarterly Burglar & Fire Alarm Monitoring	12/02/2025	283.50
79927	Lincoln National Life Insurance Co November 2025 Payroll Expense	12/02/2025	2,466.96
79928	Meiners Oaks Hardware Supplies for Citywide Maintenance	12/02/2025	99.96
79929	Metropolitan Life Insurance Company December 2025 Payroll Expense	12/02/2025	4,752.74
79930	Ojai Valley Fire Safe Council, Inc. Fire Safe Grant Payment	12/02/2025	28,951.88

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79931	Ojai Valley Green Coalition City Hall Campus Master Plan	12/02/2025	10,000.00
79932	Ojai Valley Museum Quarterly Museum Operations Support	12/02/2025	18,750.00
79933	Ojai Valley Sanitary District December 2025 Sewer Services	12/02/2025	1,635.62
79934	Olivarez Madruga Law Organization, LLP October 2025 TOT Attorney Fees	12/02/2025	3,112.27
79935	Phoenix Group Info Systems October 2025 Parking Citations	12/02/2025	198.33
79936	Ready Refresh by Nestle November 2025 Drinking Water	12/02/2025	372.07
79937	Christopher Reno Mobile Repairs to Trolley	12/02/2025	1,119.14
79938	Sabine King Refund for Cancelled Recreation Class	12/02/2025	135.45
79939	Myron "Doojie" Seliger September & October 2025 Libbey Bowl Event Support	12/02/2025	1,000.00
79940	Richard Senate Recreation Class- Ghost Tours	12/02/2025	260.00
79941	Tripepi Smith and Associates, Inc. November 2025 Monthly Retainer for Communication & Social Media	12/02/2025	8,800.00
79942	Ventura County Auditor-Controller October & November 2025 Parking Citation Fees	12/02/2025	242.50
79943	Ventura County Sheriff's Dept October 2025 Patrol & Traffic Services	12/02/2025	330,443.07
79944	Ventura Signs & Screen Printing Recreation Department "Coaches" T-shirt	12/02/2025	114.22
79945	Verizon Wireless October 2025 City Cell Phones	12/02/2025	1,767.43
79946	Westridge Market Inc Supplies for City Council & Department Meetings	12/02/2025	10.71
79947	Secural Security Corporation October & November 2025 City Unhoused Security	12/10/2025	21,131.92
79948	7 Day Tire LLC November 2025 Trolley Repair	12/18/2025	140.00
79949	Aleshire & Wynder LLP October 2025 Housing Issues & Becker Development	12/18/2025	16,493.20

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79950	AllConnected, Inc. December 2025 Consulting Service & Monthly IT Support	12/18/2025	5,745.90
79951	AllGood Driving School, Inc. Recreation Class- Online Drivers Ed	12/18/2025	56.00
79952	Amy Farah Weiss November & December 2025 OTT Trailer Rental	12/18/2025	1,000.00
79953	AT&T November 2025 Telephone	12/18/2025	32.54
79954	Scott Avila Employee Reimbursement	12/18/2025	169.40
79955	Ben Harvey Employee Reimbursement	12/18/2025	640.71
79956	California State Disbursement Unit December 2025 Payroll Expense	12/18/2025	82.15
79957	Carahsoft Technology Corporation Annual Centralized Community Calendar	12/18/2025	23,600.00
79958	Casitas Municipal Water District October 2025 Water	12/18/2025	7,787.38
79959	Christian Cubacub Employee Reimbursement	12/18/2025	152.56
79960	County of Ventura Public Works Agency September 2025 Hazardous Waste Program	12/18/2025	1,678.28
79961	Data Ticket, Inc. September & October 2025 Parking Citations	12/18/2025	586.00
79962	David Hauptman CO.; INC Nets for Recreation Department Soccer Goals	12/18/2025	166.24
79963	EideBailly LLP November 2025 Accounting Services & PO System Implementation	12/18/2025	31,196.30
79964	Emmanuel A Mendez December 2025 City Transit Wash	12/18/2025	2,916.00
79965	Firestick Pottery Recreation Class- Pottery	12/18/2025	917.00
79966	Golden State Copier & Mailing Copy Machine Service Agreement	12/18/2025	630.00
79967	Darrell Gooden Recreation Class- Kung Fu	12/18/2025	728.00
79968	Green Globe HVAC Inc HVAC Repair at Police Station	12/18/2025	1,477.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79969	Help of Ojai Inc. November 2025 ADA Program	12/18/2025	4,500.00
79970	Jennifer Siegal Refund for Business License Application	12/18/2025	54.00
79972	Kelly Cleaning & Supplies, Inc. November & December 2025 Janitorial Services	12/18/2025	11,358.08
79973	Kroll Associates, Inc. October 2025 Internal Investigation	12/18/2025	1,713.50
79974	Terry Kvasnik Recreation Class- Parkour	12/18/2025	959.40
79975	Liebert Cassidy Whitmore October 2025 Personnel Investigative Services	12/18/2025	22,224.10
79976	Living Aikido Recreation Class- Aikido	12/18/2025	165.75
79977	Marborg Industries November 2025 City Unhoused Restroom Services	12/18/2025	1,496.90
79978	Meiners Oaks Hardware Supplies for Citywide Maintenance	12/18/2025	2,097.09
79979	Bill Mellett Reimbursement for Tree Permit	12/18/2025	225.00
79980	MGT Impact Solutions, LLC SB90 Consulting Services	12/18/2025	375.00
79981	Ruth Miller Reimbursement for OTT Supplies	12/18/2025	28.95
79982	MV Cheng & Associates Inc. November 2025 Finance Consulting Services	12/18/2025	6,467.50
79983	National Graphics, LLC Trolley Transfer Cards	12/18/2025	424.46
79984	Ojai Lumber Company Inc Supplies for Citywide Maintenance	12/18/2025	8.03
79985	Ojai True Value Hardware Supplies for Citywide Maintenance	12/18/2025	66.05
79986	Ojai Valley News November 2025 Legal Ads	12/18/2025	339.72
79987	Prudential Overall Supply Public Works Cleaning Supplies & Clothing Allowance	12/18/2025	609.27
79988	Puretec Industrial Water December 2025 Industrial Water for Trolley	12/18/2025	424.57

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79989	Stephen Quilici CA Municipal Membership & Conference Reimbursement	12/18/2025	1,415.18
79990	Raimi & Associates Inc October 2025 General Plan Update	12/18/2025	8,683.90
79991	Mayra Raya Refund for Picnic Rental Cost	12/18/2025	40.00
79992	Ready Refresh by Nestle November 2025 Drinking Water	12/18/2025	488.45
79993	Red Wing Shoe Store Public Works Work Boot Allowance	12/18/2025	900.00
79994	Christopher Reno Mobile Repairs to Trolley	12/18/2025	200.00
79995	Gary Ryan Recreation Class- Weight Room	12/18/2025	1,692.00
79996	Jan C. Scow December 2025 Tree Site Evaluations	12/18/2025	105.00
79997	Richard Senate Recreation Class- Ghost Tours	12/18/2025	243.75
79998	Sergio Aragones Refund for Business License Application	12/18/2025	45.67
79999	Sharmin Naghi Manzarek Recreation Class- Singing & Acting	12/18/2025	1,218.75
80000	Sinclair Sanitary Supply, Inc. Supplies for Citywide Maintenance	12/18/2025	1,286.09
80001	So Cal Gas November 2025 Gas	12/18/2025	1,010.82
80002	Solid Waste Solutions Inc. October & November 2025 Cal Recycle Program	12/18/2025	3,861.25
80003	Southern CA Edison November 2025 Electricity	12/18/2025	22,706.14
80004	Total Restoration OTT Tent Cleanout	12/18/2025	5,809.20
80005	Trail Rides of Ojai DBA Infinite Horsemanship Recreation Class- Western Horsemanship Lessons	12/18/2025	532.00
80006	Tripepi Smith and Associates, Inc. November 2025 Graphic Arts & Content Development	12/18/2025	3,063.75
80007	County of Ventura December 2025 Environmental Filing	12/18/2025	50.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80008	Ventura County Sheriff's Dept November 2025 Patrol & Traffic Services	12/18/2025	324,889.47
80009	Ventura Overhead Door Public Works Gate Repair	12/18/2025	360.00
80010	Ventura Pest Management August - December 2025 Pest Control at Police Station	12/18/2025	875.00
80011	Ventura Regional Sanitation District October & September 2025 Storm Drain Cleaning & Inspection	12/18/2025	54,666.29
80012	Westridge Market Inc Supplies for City Council & Department Meetings	12/18/2025	37.49
80013	Witherspoon Industries Inc November 2025 City Unhoused Storage	12/18/2025	90.00
80014	Kathy Holman Employee Reimbursement	12/22/2025	492.50
80015	Advantage Mailing, LLC Recreation Department Winter 2025 Guide	01/08/2026	12,453.71
80016	Aleshire & Wynder LLP November 2025 Housing Issues & Becker Development	01/08/2026	3,128.40
80017	AllConnected, Inc. November 2025 IT Support	01/08/2026	888.75
80018	ASCAP 2026 Annual Music License Fee for Recreation Department	01/08/2026	434.31
80019	AT&T November 2025 Telephone	01/08/2026	259.52
80020	BKS Law Firm, PC November 2025 Common Interest & Watershed Litigation	01/08/2026	8,320.08
80021	Eilam Byle City Street Sign	01/08/2026	955.00
80022	CA Dept of Justice November 2025 Fingerprinting Fees	01/08/2026	121.00
80023	Carolyn Glasoe Bailey Foundation, Inc 2026 Arts Grant Winner	01/08/2026	5,500.00
80024	Falcon Roofing Company Charles Michael Parrent Museum Roof Replacement Project	01/08/2026	4,937.60
80025	Conservation Endowment Fund 2026 Arts Grant Winner	01/08/2026	5,500.00
80026	Custom Printing City Winter Newsletter	01/08/2026	1,950.27

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80027	Dance Ojai 2026 Arts Grant Winner	01/08/2026	7,000.00
80028	Data Ticket, Inc. November 2025 Parking Citation Fees	01/08/2026	350.00
80029	EideBailly LLP September 2025 Finance Procedure Implementation Process	01/08/2026	29,420.75
80030	Emmanuel A Mendez December 2025 City Transit Wash	01/08/2026	1,216.00
80031	Empowerment Works, Inc. 2026 Arts Grant Winner	01/08/2026	4,000.00
80032	Fence Factory Rentals December 2025 Temporary Fence Rental for City Unhoused	01/08/2026	170.10
80033	Fillmore Area Transit Corporation November 2025 Trolley Services	01/08/2026	4,496.96
80034	Film Independent, Inc. 2026 Arts Grant Winner	01/08/2026	1,150.00
80035	Fractured Atlas, Inc. 2026 Arts Grant Winner	01/08/2026	1,000.00
80036	GeoCivix, LLC Annual Software Subscription for CDD	01/08/2026	1,750.00
80037	Greater Goods Ojai 2026 Arts Grant Winner	01/08/2026	2,500.00
80038	Happy Valley Foundation 2026 Arts Grant Winner	01/08/2026	5,000.00
80039	Help of Ojai Inc. December 2025 ADA Program	01/08/2026	4,500.00
80040	Jennifer Siegal Reimbursement for Zoning Clearance Application	01/08/2026	112.00
80041	Johannes M Pouw Recreation Class- Baseball	01/08/2026	1,425.45
80042	Kelly Cleaning & Supplies, Inc. December 2025 Janitorial Services	01/08/2026	6,508.75
80043	Kristy Rivera Employee Reimbursement	01/08/2026	401.60
80044	Leslie Rule Travel Expense Reimbursement	01/08/2026	1,143.43
80045	Mark Cranes Tree Inc November 2025 Tree Pruning	01/08/2026	10,500.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80046	Meiners Oaks Hardware Supplies for Citywide Maintenance	01/08/2026	217.76
80047	Mesa Independent Living 2026 Arts Grant Winner	01/08/2026	3,000.00
80048	Meyers Nave, A Professional Corporation October 2025 Special Council	01/08/2026	9,487.50
80049	Motion Picture Licensing Corporation 2026 Annual Licensing Fee	01/08/2026	1,046.71
80050	Ojai Business Center Inc November 2025 Property Plan Scanning	01/08/2026	34.56
80051	Ojai Community Broadcasting Foundation 2026 Arts Grant Winner	01/08/2026	2,500.00
80052	Ojai Community Chorus 2026 Arts Grant Winner	01/08/2026	3,200.00
80053	Ojai Festivals, Ltd. 2026 Arts Grant Winner	01/08/2026	6,000.00
80054	Ojai Film Society 2026 Arts Grant Winner	01/08/2026	6,000.00
80055	Ojai Performing Arts Theater Foundation 2026 Arts Grant Winner	01/08/2026	5,000.00
80056	Ojai Playwrights Conference 2026 Arts Grant Winner	01/08/2026	6,000.00
80057	Ojai Pottery and Clay School 2026 Arts Grant Winner	01/08/2026	3,150.00
80058	Ojai Print Works LLC Recreation Department Gymnastic Staff Shirts	01/08/2026	562.46
80059	Ojai Studio Artists, Inc 2026 Arts Grant Winner	01/08/2026	5,500.00
80060	Ojai Valley Artists Theater Ensemble 2026 Arts Grant Winner	01/08/2026	4,000.00
80061	Ojai Valley Chamber of Commerce November 2025 Professional Services Agreement	01/08/2026	9,100.00
80062	Ojai Valley Fire Safe Council, Inc. Fire Safe Grant Payment	01/08/2026	28,951.88
80063	Ojai Valley Museum 2026 Arts Grant Winner	01/08/2026	3,000.00
80064	Olivarez Madruga Law Organization, LLP November 2025 TOT Attorney Fees	01/08/2026	317.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80065	Performances To Grow On 2026 Arts Grant Winner	01/08/2026	6,000.00
80066	Prudential Overall Supply Public Works Cleaning Supplies & Clothing Allowance	01/08/2026	258.50
80067	Raimi & Associates Inc November 2025 General Plan Update	01/08/2026	3,567.66
80068	Christopher Reno Mobile Repair to Trolley	01/08/2026	4,587.50
80069	Jan C. Scow October & November 2025 Tree Site Evaluation	01/08/2026	1,165.50
80070	Shine A Light Theater Inc. 2026 Arts Grant Winner	01/08/2026	4,000.00
80071	Silver Development & Associates, Inc. December 2025 OTT Black Water Tank Removal	01/08/2026	715.00
80072	Sinclair Sanitary Supply, Inc. Supplies for Citywide Maintenance	01/08/2026	276.13
80073	Starlight Dance Academy Recreation Class- Ballet and Jazz	01/08/2026	756.00
80074	StoreRite November 2025 City Hall Shred	01/08/2026	85.50
80075	The Community Arts Center of Ojai Valley 2026 Arts Grant Winner	01/08/2026	3,000.00
80076	Theater 150 2026 Arts Grant Winner	01/08/2026	6,000.00
80077	Topa Institute 2026 Arts Grant Winner	01/08/2026	2,000.00
80078	Total Barricade Service, Inc. Ojai Day 2025 "No Parking" Sign Rentals	01/08/2026	1,350.00
80079	Transtech Engineers, Inc Construction Management Services for Maricopa Hwy ATP Project	01/08/2026	5,780.50
80080	Tripepi Smith and Associates, Inc. December 2025 Monthly Retainer for Communication & Social Media	01/08/2026	8,800.00
80081	VC Fusion Soccer Recreation Class- Soccer	01/08/2026	1,064.70
80082	Ventura Pest Management December 2025 Pest Control at Recreation Department	01/08/2026	1,980.00
80083	Ventura Urgent Care Center November 2025 Pre-Employment Physical	01/08/2026	178.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80084	Verizon Wireless November 2025 City Cell Phones	01/08/2026	1,365.10
80085	Katya Welborn Recreation Class- Tennis	01/08/2026	4,767.75
80086	Westridge Market Inc Supplies for City Council & Department Meetings	01/08/2026	145.79
ACH	J & H Engineering October 2025 Downtown & Arcade Paving Project	12/19/2025	221,485.35
ACH	Phoenix Civil Engineering, Inc. October & November 2025 Paving, Speed Limit Survey, and Gym Structural Review Projects	12/19/2025	61,873.15
ACH	Chevron October 2025 Fuel	12/01/2025	2,032.06
ACH	EDD ACH November 2025 Payroll Expense	12/02/2025	7,261.91
ACH	CalPERS Health ACH December 2025 Payroll Expense	12/04/2025	75,895.69
ACH	Amazon.com/Sales, Inc November & December 2025 Miscellaneous Supplies	01/09/2026	3,076.81
ACH	Ameriflex: Admin Fee ACH December 2025 Payroll Expense	12/11/2025	88.00
ACH	Mission Square 457 ACH December 2025 Payroll Expense	12/15/2025	9,096.17
ACH	IRS ACH December 2025 Payroll Expense	12/16/2025	45,473.17
ACH	EDD ACH December 2025 Payroll Expense	12/16/2025	8,262.54
ACH	CalPERS Retirement ACH December 2025 Payroll Expense	12/17/2025	23,309.10
ACH	Altigen Communications, Inc. December 2025 Telephone	12/19/2025	901.53
ACH	ERGONOMICHOME.COM, INC. Dais for Council Chambers	12/22/2025	20,872.14
ACH	Mission Square 457 ACH December 2025 Payroll Expense	12/26/2025	9,896.25
ACH	Ameriflex: Claims ACH December 2025 Payroll Expense	12/31/2025	4,898.05

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
ACH	Charter Communications Holdings, LLC November 2025 Enterprise TV for City Council Meetings	12/19/2025	95.10
ACH	CalPERS Retirement ACH November 2025 Payroll Expense	12/04/2025	23,160.08
ACH	Willdan Engineering October & November 2025 Services Building & Safety Plan Check Services 6,272.50 Building Official Services 3,642.50 Building Inspector Services 14,720.00 Code Enforcement Services 11,340.00 Project 112893.05 - 305 S Ventura 794.50 Project 112893.06 - 609 Gridley 340.50 Project 112893.09 - 412 Mallory 2,776.00 Project 112893.17 - 1519 Ayer 454.00	01/09/2026	40,340.00
ACH	Amazon.com/Sales, Inc November & December 2025 Miscellaneous Supplies	12/19/2025	275.08
ACH	Chevron November 2025 Fuel	12/24/2025	1,495.00
ACH	Health and Human Resource Center Inc January 2026 Payroll Expense	12/19/2025	143.64
ACH	Willdan Engineering October 2025 Services Code Enforcement Services 11,900.00 Building & Safety Plan Check Services 11,472.50 Building Inspector Services 24,110.00	12/19/2025	47,482.50
ACH	IRS ACH November 2025 Payroll Expense	12/01/2025	43,327.38
ACH	Mission Square 457 ACH November 2025 Payroll Expense	12/03/2025	9,487.25
ACH	Charter Communications Holdings, LLC December 2025 Enterprise TV for City Council Meetings	01/09/2026	95.10
ACH	Ameriflex: Claims ACH November 2025 Payroll Expense	12/01/2025	192.31
ACH	Colantuono, Highsmith & Whatley, PC November 2025 Contract Services General Services 17,500.00 Special Projects 15,512.50 Labor & Employment 6,533.50 Criminal Code Enforcement 1,831.60 Active Litigation & Settlement Manager 1,767.00 Encampment Resolution Grant Manager 11,377.00 Tax & Assessments Advice 14,407.93 General Litigation 7,440.00 Reimbursable Projects 1,384.00	12/19/2025	77,753.53

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
ACH	Phoenix Civil Engineering, Inc. November 2025 Parking Lot Paving, Speed Limit Survey, and Ramp Modification Projects	01/09/2026	54,066.20
ACH	Colantuono, Highsmith & Whatley, PC December 2025 Contract Services	12/19/2025	8,065.50
	General Services	2,645.00	
	Special Projects	2,320.50	
	Labor & Employment	248.00	
	Criminal Code Enforcement	961.00	
	Encampment Resolution Grant Managen	1,705.00	
	Tax & Assessments Advice	186.00	
			2,130,084.17
ACH	Payroll Pay Period 11/24/2025 - 12/07/2025	12/11/2025	123,819.01
	Pay Period 12/08/2025 - 12/21/2025	12/25/2025	125,150.65
	Pay Period 12/22/2025 - 01/04/2026	01/08/2026	111,381.57
	Wire & Paper Check Total		360,351.23
	Grand Total		\$ 2,490,435.40

City of Ojai
Disbursements by Category

Category	Amount
Advertisement	339.72
Ojai Valley News	339.72
Equipment	20,872.14
ERGONOMICHOME.COM, INC.	20,872.14
Grants	100,000.00
Carolyn Glasoe Bailey Foundation, Inc	5,500.00
Conservation Endowment Fund	5,500.00
Dance Ojai	7,000.00
Empowerment Works, Inc.	4,000.00
Film Independent, Inc.	1,150.00
Fractured Atlas, Inc.	1,000.00
Greater Goods Ojai	2,500.00
Happy Valley Foundation	5,000.00
Mesa Independent Living	3,000.00
Ojai Community Broadcasting Foundation	2,500.00
Ojai Community Chorus	3,200.00
Ojai Festivals, Ltd.	6,000.00
Ojai Film Society	6,000.00
Ojai Performing Arts Theater Foundation	5,000.00
Ojai Playwrights Conference	6,000.00
Ojai Pottery and Clay School	3,150.00
Ojai Studio Artists, Inc	5,500.00
Ojai Valley Artists Theater Ensemble	4,000.00
Ojai Valley Museum	3,000.00
Performances To Grow On	6,000.00
Shine A Light Theater Inc.	4,000.00
The Community Arts Center of Ojai Valley	3,000.00
Theater 150	6,000.00
Topa Institute	2,000.00
Leases and Rentals	10,374.37
Airgas West	202.09
Bennie K. Enterprises Inc	5,040.00
DocuProducts	2,982.18
Fence Factory Rentals	170.10
Golden State Copier & Mailing	630.00
Total Barricade Service, Inc.	1,350.00
Legal	150,310.58
Aleshire & Wynder LLP	19,621.60
BKS Law Firm, PC	9,729.08
Colantuono, Highsmith & Whatley, PC	85,819.03
Liebert Cassidy Whitmore	22,224.10
Meyers Nave, A Professional Corporation	9,487.50
Olivarez Madruga Law Organization, LLP	3,429.27
Payroll and Benefits	629,101.55
Ameriflex: Admin Fee ACH	88.00
Ameriflex: Claims ACH	5,090.36
California State Disbursement Unit	164.30
CalPERS Health ACH	75,895.69
CalPERS Retirement ACH	46,469.18
Colonial Life & Accident Ins	746.96
EDD ACH	15,524.45

City of Ojai
Disbursements by Category

Category	Amount
Employment Development Dept	127.82
Health and Human Resource Center Inc	143.64
IRS ACH	88,800.55
Lincoln National Life Insurance Co	2,466.96
Metropolitan Life Insurance Company	4,752.74
Mission Square 457 ACH	28,479.67
Pay Period 11/24/2025 - 12/07/2025	123,819.01
Pay Period 12/08/2025 - 12/21/2025	125,150.65
Pay Period 12/22/2025 - 01/04/2026	111,381.57
Professional/Contract Services	1,494,527.21
7 Day Tire LLC	140.00
Advantage Mailing, LLC	12,453.71
AllConnected, Inc.	888.75
Amy Farah Weiss	1,000.00
CA Dept of Justice	121.00
Carahsoft Technology Corporation	23,600.00
Christopher Reno	5,906.64
Cooperative Personnel Services	3,165.00
County of Ventura	50.00
County of Ventura Public Works Agency	1,678.28
Custom Printing	1,950.27
Data Ticket, Inc.	936.00
EideBailly LLP	60,617.05
Emmanuel A Mendez	7,782.00
Falcon Roofing Company Charles Michael Parrent	4,937.60
Fillmore Area Transit Corporation	7,772.96
Green Globe HVAC Inc	1,477.00
Help of Ojai Inc.	13,500.00
J & H Engineering	221,485.35
J.J. Keller & Associates, Inc	410.36
Jan C. Scow	1,270.50
JMG Security Systems, Inc.	283.50
Kelly Cleaning & Supplies, Inc.	17,866.83
Kroll Associates, Inc.	1,713.50
Marborg Industries	1,496.90
Mark Cranes Tree Inc	10,500.00
MGT Impact Solutions, LLC	375.00
MV Cheng & Associates Inc.	6,467.50
Myron "Doojie" Seliger	1,000.00
Ojai Business Center Inc	34.56
Ojai Valley Chamber of Commerce	9,100.00
Ojai Valley Fire Safe Council, Inc.	57,903.76
Ojai Valley Green Coalition	10,000.00
Ojai Valley Museum	18,750.00
Phoenix Civil Engineering, Inc.	115,939.35
Phoenix Group Info Systems	198.33
Raimi & Associates Inc	12,251.56
Secural Security Corporation	21,131.92
Silver Development & Associates, Inc.	715.00
Solid Waste Solutions Inc.	3,861.25
StoreRite	85.50

City of Ojai
Disbursements by Category

Category	Amount
Total Restoration	5,809.20
Transtech Engineers, Inc	5,780.50
Tripepi Smith and Associates, Inc.	20,663.75
Ventura County Auditor-Controller	242.50
Ventura County Sheriff's Dept	655,332.54
Ventura Overhead Door	360.00
Ventura Pest Management	2,855.00
Ventura Regional Sanitation District	54,666.29
Ventura Urgent Care Center	178.00
Willdan Engineering	87,822.50
Recreation Classes	14,786.55
AllGood Driving School, Inc.	56.00
Darrell Gooden	728.00
Firestick Pottery	917.00
Gary Ryan	1,692.00
Johannes M Pouw	1,425.45
Katya Welborn	4,767.75
Living Aikido	165.75
Richard Senate	503.75
Sharmin Naghi Manzarek	1,218.75
Starlight Dance Academy	756.00
Terry Kvasnik	959.40
Trail Rides of Ojai DBA Infinite Horsemanship	532.00
VC Fusion Soccer	1,064.70
Reimbursements and Refunds	5,056.45
Ben Harvey	640.71
Bill Mellett	225.00
Christian Cubacub	152.56
Jennifer Siegal	166.00
Kathy Holman	492.50
Kristy Rivera	401.60
Leslie Rule	1,143.43
Mayra Raya	40.00
Ruth Miller	28.95
Sabine King	135.45
Scott Avila	169.40
Sergio Aragones	45.67
Stephen Quilici	1,415.18
Subscription and Software	8,976.92
AllConnected, Inc.	5,745.90
ASCAP	434.31
GeoCivix, LLC	1,750.00
Motion Picture Licensing Corporation	1,046.71
Supplies	18,368.13
Amazon.com/Sales, Inc	3,351.89
Chevron	3,527.06
David Hauptman CO.; INC	166.24
Delta Liquid Energy	1,878.84
Eilam Byle	955.00
Meiners Oaks Hardware	2,414.81
National Graphics, LLC	424.46

City of Ojai
Disbursements by Category

Category	Amount
Ojai Lumber Company Inc	8.03
Ojai Print Works LLC	562.46
Ojai True Value Hardware	66.05
Prudential Overall Supply	867.77
Puretec Industrial Water	424.57
Ready Refresh by Nestle	860.52
Red Wing Shoe Store	900.00
Sinclair Sanitary Supply, Inc.	1,562.22
Ventura Signs & Screen Printing	114.22
Westridge Market Inc	193.99
Witherspoon Industries Inc	90.00
Utilities	37,721.78
Altigen Communications, Inc.	901.53
AT&T	357.56
Casitas Municipal Water District	7,787.38
Charter Communications Holdings, LLC	190.20
Ojai Valley Sanitary District	1,635.62
So Cal Gas	1,010.82
Southern CA Edison	22,706.14
Verizon Wireless	3,132.53
Grand Total	2,490,435.40

Warrant Register for the Meeting Date January 27, 2026

Per Section 37208 of the Government Code, I hereby certify that the referenced demands conform to the approved budget except as noted and have been paid. These demands are hereby submitted to the City Council for receipt and file.

A handwritten signature in black ink, appearing to read 'B. Cho', is written above a horizontal line.

Brenda Cho, Finance Director



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Steve Olsen, City Treasurer
Brenda Cho, Finance Director

MEETING DATE: January 27, 2026

SUBJECT: Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of December 31, 2025

RECOMMENDATION

Receive and file.

DISCUSSION

The City Treasurer has evaluated the City's investments and has formalized an investment plan working with the investments authorized by the Statement of Investment Policy, which was adopted by City Council in June 2025. The investment plan was developed with the intent of lengthening the duration and yield of the portfolio, while providing comparative benchmarks and protecting the City's funds. The focus of our investment strategy is Safety, Liquidity, and Yield.

The following is a summary of key information on the City's cash and investments. Please see Exhibit A for more detailed information and discussion.

Cash & Investments	Amounts	Yield %	Interest-to-Date 12/31/2025
Cash in Bank			
Banc of California	\$ 34,563	0.00%	
MBS Cash	\$ 29,384	0.00%	
Wells Fargo Sweep	\$ 2,565,031	3.65%	\$ 37,591
Wells Fargo Section 125	\$ 5,636	0.00%	
Investment Accounts			
LAIF	\$ 22,190,183	4.03%	\$ 207,235
MBS Certificate of Deposits	\$ 13,117,646	3.13%	\$ 229,168
Total Cash & Investments	\$ 37,942,443	3.70%	\$ 473,994

Change in Portfolio:

No changes

The attached Treasurer's report for the month of December 2025 provides details of the investment plan and the City's cash and investment portfolio.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

1. Take no action.
2. Provide alternate direction to staff.

FISCAL IMPACT

There is no fiscal impact associated with this report.

Prepared by: Brenda Cho

ATTACHMENT(S)

Attachment A – Treasurer's Report
Exhibit A – Cash & Investment Summary

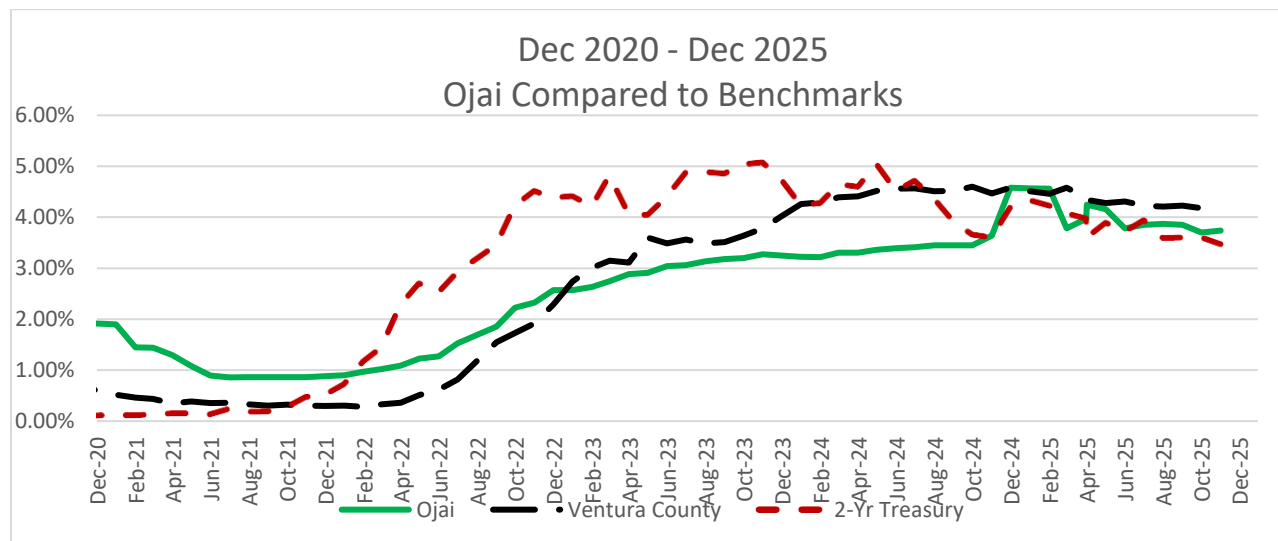
City of Ojai Treasurer's Report for the Month of December 2025

The City Treasurer has evaluated the City's investments and has formalized an investment plan, which includes investments authorized by the Statement of Investment Policy, which was adopted by City Council in June 2025. The investment plan was developed within the framework of the three basic requirements for our investments:

1. Safety- Secure the City's principal that is invested,
2. Liquidity- provide sufficient cash flow for ongoing operations, and
3. Yield – obtain a reasonable rate of return on the City's investments.

Benchmarks

Benchmarks are used to measure how the City's portfolio is performing compared to other measures. Staff have chosen to compare the portfolio to two benchmarks: The County of Ventura Investment Pool and the US Government 2-yr Treasuries. Benchmarks may be changed if it is determined that a different benchmark would be more appropriate for the City's use. Historical information for the City's portfolio and the chosen benchmarks for the past five years is illustrated in the chart to the right. Historical information for the City's portfolio and the chosen benchmarks for the past five years is illustrated in the chart below.



The weighted average yield to maturity and the weighted average DTM for the City's investments portfolio on December 31, 2025, were 3.70% and 340 days. By comparison, the weighted average yield to maturity and the weighted average DTM for the County of Ventura portfolio were 4.01% and 317 days, and 2-yr Treasury were 3.50% and 720 days.

Impact of Market Changes on Investment Earnings and Values

Investments are purchased at par value and market interest rates may vary from the investment's actual current yield. Changes in the market value of investments result in **"unrealized gains or losses"** on the investment. Increasing market interest rate environments generally result in an

unrealized loss while decreasing market interest rates generally result in an unrealized gain. Unrealized gains and losses are temporary adjustments to the carrying value of the investment and do not become permanent unless the investment is sold prior to maturity. Governmental Accounting Standards Board Statement No. 31 (GASB 31) requires the City to adjust the value of investments to the market value in the annual financial statements. Because CDs are purchased with a fixed rate of interest until maturity and the temporary adjustments cumulatively net to zero by the time that the CDs mature, the GASB 31 adjustment can create significant distortions in revenues throughout the life of the CD.

Planned Investment Instruments

- **Certificates of deposit (CDs)** are purchased at par value and earn a constant rate of return throughout the life of the investment, regardless of the current market value of the investment. The CDs are fully insured by the federal government. The CDs may be sold prior to maturity at the current market value, which could result in a realized gain or loss on the sale; however, as the CDs move closer to maturity, the fixed interest rate will generally be higher than comparable investments with the same remaining term. Additionally, the interest earned over the life of the CD will generally offset any potential loss on the sale, thus protecting the City's principal. CDs are primarily subject to interest rate and reinvestment risk (see below).
- **The Local Agency Investment Pool (LAIF)** is a Local Government Investment Pool (LGIP) containing investments allowed by the California Government Code and administered by the California State Treasurer for local agencies to invest idle cash. LAIF funds may be accessed on the day that a withdrawal is requested and earn interest based upon the monthly yield of the pool. Interest is accrued monthly but is paid quarterly. These assets are primarily subject to credit risk (see below).

Credit, Interest Rate, and Reinvestment Risk

- **Credit risk** is the possibility that the deterioration in the underlying creditworthiness of an issuer will adversely affect the value of its outstanding bonds or that a bond issuer will fail to make timely payments of interest or principal on its outstanding bonds (default). A decline in a bond issuer's credit rating, or creditworthiness, may cause prices for its outstanding bonds to decline. Typically, the higher the credit risk, the higher the interest rate on the investment.
- **Interest rate risk** is the possibility that a fixed-rate investment will decline in value because of a rise in interest rates. Whenever investors buy securities that offer a fixed rate of return (such as CDs), they are exposing themselves to interest rate risk. In general, investment prices vary inversely with market interest rates. The change in the price of an investment depends on several factors, including its maturity date. In general, investments with longer maturities are more sensitive to changes in interest rates than investments with shorter maturities.
- **Reinvestment Risk** is the risk that falling interest rates will lead to a decline in cash flow from an investment when its principal and interest payments are reinvested at lower rates. In a declining interest rate environment, investors who have investments maturing face the difficult task of

investing the proceeds in instruments with equal or greater interest rates than the matured investment. As a result, they are often forced to purchase securities that do not provide the same level of income, unless they take on more credit or market risk and buy investments with lower credit ratings.

Changes to the Pooled Cash and Investment Portfolio

Action: Transaction date, Amount, Description, Maturity Date, Percent Yield

None

Cash and Investment Balances

See Exhibit A for details on the cash and investment balances.

This report is presented pursuant to the City of Ojai's Investment Policy Resolution 25-25 adopted by the City Council on June 24, 2025. Staff estimate that there are sufficient funds available to meet the next 6 months' obligations.

CITY OF OJAI
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
December 31, 2025

<u>POOLED DESIGNATED AND OPERATING</u> <u>CASH & INVESTMENTS:</u>		<u>PAR</u> <u>VALUE</u>	<u>BOOK/</u> <u>MARKET</u> <u>VALUE</u>	<u>PERCENT</u> <u>OF CITY</u> <u>CASH</u>	<u>MATURITY</u>	<u>AVERAGE</u> <u>DAYS TO</u> <u>MATURITY</u>	<u>YIELD</u> <u>365 DAYS</u> <u>EQUIVALENT</u>
Operating Cash							
Checking Accounts							
Banc of California	Accounts Payable	34,563	34,563	0.09%		1	0.00%
Wells Fargo	Section 125	5,636	5,636	0.02%		1	0.00%
	Total	40,199	40,199	0.11%			
Money Market							
Wells Fargo (Sweep)	Sweep	2,565,031	2,565,031	6.76%		397	3.84%
MBS (Cash)	Cash	29,384	29,384	0.08%			
	Total Operating Cash	2,594,415	2,594,415	6.84%			
Invested Cash							
Local Government Pools and Certificates of Deposit							
Local Agency Investment Funds	Investment Pool	22,190,183	22,190,183	58.48%		220	4.03%
Certificates of Deposit:							
Farmers & Merchants Bk	Certificate of Deposit	249,000.00	248,724	0.66%	1/14/2026	14	1.05%
Bank United Nat'l Assn	Certificate of Deposit	245,000.00	244,508	0.64%	1/22/2026	22	0.58%
Texas Exchange	Certificate of Deposit	245,000.00	244,312	0.64%	2/2/2026	33	0.69%
RIA FED CR UN SH CTF	Certificate of Deposit	249,000.00	249,105	0.66%	2/9/2026	40	4.20%
Cibc Bk Usa	Certificate of Deposit	243,000.00	243,588	0.64%	3/24/2026	83	4.92%
Sunwest Bk Irvine	Certificate of Deposit	249,000.00	246,490	0.65%	4/30/2026	120	0.74%
Connectone Bk Englewood Cliffs	Certificate of Deposit	249,000.00	245,962	0.65%	5/28/2026	148	0.75%
Ally Bk Sandy Utah Ctf Dep	Certificate of Deposit	246,000.00	245,355	0.65%	6/2/2026	153	3.18%
Exchange Bank	Certificate of Deposit	249,000.00	245,447	0.65%	6/17/2026	168	0.59%
UBS Bank Usa	Certificate of Deposit	249,000.00	245,631	0.65%	6/30/2026	181	0.96%
Medallion Bank	Certificate of Deposit	249,000.00	245,509	0.65%	6/30/2026	181	0.85%
Toyota Financial Savings Bank	Certificate of Deposit	248,000.00	244,335	0.64%	7/22/2026	203	1.01%
FIRST TECHNOLOGY FED	Certificate of Deposit	245,000.00	245,823	0.65%	9/25/2026	268	4.05%
QUORUM	Certificate of Deposit	249,000.00	250,038	0.66%	9/30/2026	273	4.15%
NUMERICA CR UN	Certificate of Deposit	249,000.00	250,404	0.66%	9/30/2026	273	4.35%
B1BANK BATON ROUGE	Certificate of Deposit	245,000.00	245,120	0.65%	9/30/2026	273	3.65%
FIRST NATL BK MIDDLE	Certificate of Deposit	245,000.00	245,196	0.65%	9/30/2026	273	3.70%
WINGS FINL CR UN	Certificate of Deposit	245,000.00	245,762	0.65%	10/21/2026	294	4.00%
AMERICAS CR UN	Certificate of Deposit	248,000.00	248,541	0.66%	10/23/2026	296	3.85%
Synchrony Bk	Certificate of Deposit	248,000.00	242,914	0.64%	11/5/2026	309	1.18%
Merrick Bk	Certificate of Deposit	249,000.00	243,552	0.64%	11/30/2026	334	1.24%
Pentagon Federal Cr Un	Certificate of Deposit	249,000.00	243,412	0.64%	12/23/2026	357	1.34%
State Bk India New York N Y	Certificate of Deposit	247,000.00	242,028	0.64%	1/21/2027	386	1.76%
Dogwood St Bk	Certificate of Deposit	249,000.00	243,004	0.64%	1/28/2027	393	1.40%
First Carolina Bk	Certificate of Deposit	249,000.00	243,004	0.64%	1/28/2027	393	1.40%
Amerant Bk Natl Assn Coral Gables FI Ctf Dep	Certificate of Deposit	248,000.00	242,561	0.64%	2/16/2027	412	1.71%
Cfbank Fairlawn Ohio Ctf Dep	Certificate of Deposit	249,000.00	242,942	0.64%	2/17/2027	413	1.51%
Capital One Bk	Certificate of Deposit	246,000.00	243,053	0.64%	4/6/2027	461	2.77%
Capital One Natl Assn	Certificate of Deposit	246,000.00	243,688	0.64%	4/27/2027	482	3.01%
Lafayette Federal Credit Union	Certificate of Deposit	245,000.00	243,714	0.64%	5/25/2027	510	3.35%
Discover Bk Greenwood Del Ctf Dep	Certificate of Deposit	246,000.00	244,499	0.64%	6/1/2027	517	3.30%
First National BK of America	Certificate of Deposit	249,000.00	252,586	0.67%	7/26/2027	572	4.57%
MORGAN STANLEY BANK	Certificate of Deposit	245,000.00	244,517	0.64%	8/4/2027	581	3.63%
Cobalt Credit Union	Certificate of Deposit	245,000.00	244,738	0.65%	9/15/2027	623	3.68%
DECORAH BANK & TRUST CO.	Certificate of Deposit	249,000.00	246,898	0.65%	9/23/2027	631	3.83%
FIRST FOUNDATION BANK	Certificate of Deposit	244,000.00	248,351	0.66%	11/4/2027	673	4.65%
TRUE SKY FED CR UN OKLA CITY OK SH CTF	Certificate of Deposit	249,000.00	250,860	0.66%	11/8/2027	677	4.10%
Peoples Bk Co Coldwater Ohio	Certificate of Deposit	249,000.00	249,934	0.66%	11/12/2028	742	3.95%
SAN FRANCISCO FED CR UN	Certificate of Deposit	249,000.00	252,185	0.67%	2/3/2028	764	4.34%
LIBERTY FIRST CR UN LINCOLN	Certificate of Deposit	249,000.00	252,212	0.67%	2/3/2028	764	4.35%
Alaska Usa Fed Cr Union	Certificate of Deposit	248,000.00	253,959	0.67%	3/22/2028	812	4.76%
Neighbors FCU	Certificate of Deposit	248,000.00	255,584	0.67%	7/26/2028	938	4.87%
TTCU Fed Credit Union	Certificate of Deposit	248,000.00	255,584	0.67%	7/26/2028	938	4.87%
CUSTOMERS BK	Certificate of Deposit	245,000.00	245,796	0.65%	8/15/2028	958	3.90%
Leaders Credit Union	Certificate of Deposit	248,000.00	255,857	0.67%	8/30/2028	973	4.86%
EMPOWER FED CR UNION SYRACUSE	Certificate of Deposit	248,000.00	256,628	0.68%	9/29/2028	1,003	4.94%
NICOLET NATL BK GREENBAY WIS CTF DEP	Certificate of Deposit	249,000.00	249,194	0.66%	11/1/2028	1,036	3.80%
BAXTER CR UN VERNON HILLS ILL SH CTF	Certificate of Deposit	249,000.00	251,211	0.66%	11/22/2028	1,057	4.10%
City Fed Cr Un Amarillo Texas	Certificate of Deposit	249,000.00	250,170	0.66%	1/12/2029	1,108	4.00%
Mauch Chunk Trust Company	Certificate of Deposit	248,000.00	252,114	0.66%	2/28/2029	1,155	4.33%
BEAL BK USA LAS VEGAS NEV	Certificate of Deposit	244,000.00	250,986	0.66%	6/6/2029	1,253	4.61%
BALBOA THRIFT & LN	Certificate of Deposit	249,000.00	252,217	0.67%	7/23/2029	1,300	4.21%
SALLIE MAE BK SALT	Certificate of Deposit	244,000.00	247,845	0.65%	7/24/2029	1,301	4.29%
Total Certificates of Deposit		13,112,000	13,117,646	34.57%			
Total		37,936,797	37,942,443	93.06%		340	(A) 0.0370410
Total Pooled Operating Cash & Investments		37,936,797	37,942,443	100.00%			
Total Pooled Cash & Investments		\$ 37,936,797	\$ 37,942,443	100.00%			

Rate includes 0.12% interest rate + 0.35% earnings credit

(B) Weighted Average days to maturity and yield for the invested cash



MINUTES

CITY COUNCIL REGULAR MEETING

TUESDAY, JANUARY 13, 2026, 6:00 PM

KENT HALL COUNCIL CHAMBERS - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA

AGENDA UPDATED SATURDAY, JANUARY 10, 2026, 12:00PM

Agenda updated to include Item 14, in compliance with the Brown Act's 72-hour posting requirement (Gov. Code Section 54954.2(a)(1)).

Mayor Pro Tem Lang called the Regular Meeting of the Ojai City Council to order on January 13, 2026, at 6:00 p.m.

ROLL CALL

On the call of the roll, the following were present in the Kent Hall Council Chambers: Mayor Pro Tem Lang, and Council Members Rule, Whitman, and Mang.

Also present in the Kent Hall Council Chambers: City Manager Harvey, City Attorney Burgess, Chief Deputy City Clerk Montgomery.

ABSENCES

Mayor Gilman

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

Motion:

It was moved by Council Member Whitman, with a second by Council Member Mang, to approve the Agenda of the January 13, 2026, Regular Meeting, and to consider the Discussion Items in the following order: 12, 14, 11, and 13.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes:	Whitman, Rule, Mang, Lang
Noes:	None
Abstain:	None
Absent:	Gilman

MOTION PASSES

PRESENTATION

- 1. Chief Jenkins Report Out of Service as Ojai Police Chief**
- 2. Presentation of the Annual Historic Preservation Commission Award Recipients**

COMMISSION REPORTS

CITY MANAGER'S REPORT

City Manager Harvey provided and oral report.

PUBLIC COMMUNICATIONS

CONSENT CALENDAR

All matters listed on the Consent Calendar are to be considered routine and will be enacted by one motion in the form listed. There will be no discussion of these items unless, before the vote on the motion to adopt, specific items are removed from the Consent Calendar for separate motions.

- 3. City of Ojai Warrants for November 17, 2025 - November 30, 2025**

RECOMMENDATION: Receive and file.

[Administrative Report - Warrant Report](#)
[Attachment A - Warrant Report Register](#)
[Attachment B - Disbursement by Category](#)
[Warrant Cover Letter](#)

- 4. Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of November 30, 2025**

RECOMMENDATION: Receive and file.

[Administrative Report -Treasurer's Report Nov 2025](#)
[Attachment A -Treasurer's Monthly Report Nov 2025](#)
[Exhibit A - Cash & Investment Summary Nov 2025](#)

- 5. Minutes of the City Council**

RECOMMENDATION: Approve.

[Minutes - 12-09-25 Special Meeting](#)
[Minutes - 12-09-25 Regular Meeting](#)

- 6. Minutes - Planning Commission Meetings held November 5, 2025, and December 3, 2025**

RECOMMENDATION: Receive and file.

[Minutes - 11-05-25 PC Regular Meeting](#)
[Minutes - 12-03-25 PC Regular Meeting](#)

- 7. Amendment No. 2 to Professional Services Agreement with MV Cheng & Associates Inc.**

RECOMMENDATION: Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement with MV Cheng & Associates Inc. (MVC) to increase the not-to-exceed amount from \$75,000 to \$160,000.

[Administrative Report - MV Cheng Associates](#)

[Attachment A - Original Agreement - MV Cheng](#)

[Attachment B - Amendment 1 - MV Cheng](#)

[Attachment C - Amendment 2 - MV Cheng](#)

[Attachment D - Summary of Finance Staff - Consultant Costs](#)

8. First Amendment with Olivarez Madruga Law Organization, LLP, for specialized legal counsel services related to a Transient Occupancy Tax (TOT) and administrative hearings for the hotel Casa Ojai

RECOMMENDATION:

1. Approve the First Amendment to the contract with Olivarez Madruga Law Organization, LLP, for outside specialized legal services related to a Transient Occupancy Tax (TOT) administrative hearing for Casa Ojai Hotel for an amount not-to-exceed \$60,000; and
2. Authorize the City Manager to execute the amended agreement on behalf of the City.

[Administrative Report - First Amendment OMLO - Casa Ojai](#)

[Hotel Attachment A - Master Agreement OMLO - Casa Ojai](#)

[Hotel Attachment B - First Amendment OMLO - Casa Ojai](#)

[Hotel](#)

9. First Amendment with Olivarez Madruga Law Organization, LLP, for specialized legal counsel services related to a Transient Occupancy Tax (TOT) and administrative hearing for the Su Nido Inn

RECOMMENDATION:

1. Approve the First Amendment to the original contract to Olivarez Madruga Law Organization, LLP, for outside specialized legal service agreement related to a Transient Occupancy Tax (TOT) related to an administrative hearing for Su Nido Inn for an amount not-to-exceed \$60,000; and
2. Authorize the City Manager to execute the amended agreement on behalf of the City.

[Administrative Report - First Amendment OMLO - Su Nido](#)

[Inn Attachment A - Master Agreement OMLO - Su Nido](#)

[Inn Attachment B - First Amendment OMLO - Su Nido Inn](#)

10. Amendment No. 1 to the Professional Services Agreement with Eide Bailly, LLP

RECOMMENDATION: Authorize the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Eide Bailly, LLP, to increase the not-to-

exceed amount from \$75,000 to \$167,000.

[Administrative Report - Eide Bailly, LLP, Amendment](#)

[Attachment A - Original Agreement - Eide Bailly, LLP](#)

[Attachment B - Amendment No 1 - Eide Bailly, LLP](#)

[Attachment C - Summary of Finance Staff - Consultant](#)

[Costs](#)

Council Member Whitman pulled Items 7, 8, 9, and 10 for discussion.

Motion:

It was moved by Council Member Rule, with a second by Council Member Whitman, to approve the Consent Calendar, except pulled Items 7, 8, 9, and 10.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Lang, Rule, Mang, Whitman

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

Motion:

It was moved by Council Member Whitman, with a second by Mayor Pro Tem, to approve Item 7, as recommended, with the condition that the salary for the Accountant position be addressed at the earliest possible opportunity.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Whitman, Mang, Rule, Lang

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

Motion:

It was moved by Council Member Whitman, with a second by Council Member Rule, to approve Items 8 and 9, as recommended.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Mang, Whitman, Lang, Rule

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

Motion:

It was moved by Council Member Whitman, with a second by Mayor Pro Tem, to approve Item 10, as recommended, and direct the Finance and Budget Committee make recommendations on the focus and scope of Eide Bailly contract and return with the item during the FY 25-26 Midyear Budget Amendments.

Roll Call:

On the call of the roll, the vote was two (2) in favor, one (1) against, one abstain (1) and one (1) absent.

Ayes: Lang, Whitman

Noes: Mang

Abstain: Rule

Absent: Gilman

MOTION FAILS

Motion:

It was moved by Council Member Rule, with a second by Council Member Whitman, to approve Item 10, as an amendment to the existing contract increasing the not-to-exceed amount to \$167,000 with modifications to limit additional expenditures to services related to Finance Department's trial balance year-end efforts and the accounts payable module implementation.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Lang, Rule, Whitman, Mang

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

DISCUSSION

Council Action allowed Items 12 and 14 to be discussed first.

11. Concept Review: Community Survey (*Requested by Council Members Mang and Rule*)

RECOMMENDATION:

1. Review and provide feedback on the draft Community Feedback Survey;
2. Consider incorporating Parks and Recreation Commission survey suggestions into the survey; and
3. Confirm the proposed dissemination plan for the survey.

[Administrative Report - Community Survey](#)

[Attachment A - Draft Community Feedback Survey](#)

[Attachment B - Parks and Recreation Commission Survey](#)

Motion:

It was moved by Council Member Mang, with a second by Council Member Rule, to move forward with the Parks and Recreation survey, with "none of the above" added to Question 11, and to table indefinitely the Community Feedback Survey.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Whitman, Mang, Lang, Rule

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

12. Introduction, for First Reading by Title Only with Further Reading Waived, of Ordinance No. 970 Adopting the 2025 Citywide Engineering and Traffic Survey and Retaining, Establishing, or Decreasing Posted Speed Limits on Certain Streets (*City Council Direction*)

RECOMMENDATION:

1. That the City Council introduce, for first reading by title only with further reading waived, Ordinance No. 970 adopting the 2025 Citywide Engineering and Traffic Survey and retaining, establishing or decreasing posted speed limits on certain streets within the City of Ojai; and
2. Direct staff to return the Ordinance to the City Council for a second reading and adoption at a future meeting.

[Administrative Report - Ordinance Adopting Speed Limits Attachment A - Engineering and Traffic Study](#)
[Report Attachment B - Proposed Ordinance](#)

Motion:

It was moved by Council Member Whitman, with a second by Council Member Rule, to approve Item 12, introducing the ordinance.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Lang, Mang, Rule, Whitman

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

13. GENERAL PLAN UPDATE | Revised Survey Questions Regarding the Economic Diversification Element (*City Council Direction*)

RECOMMENDATION: Receive and file.

[Administrative Report - General Plan Update](#)
[Attachment A - Survey Questions Redline](#)
[Attachment B - Survey Questions Clean](#)

Motion:

It was moved by Council Member Whitman, with a second by Council Member Rule, to approve the feedback provided to staff.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Rule, Whitman, Lang, Mang

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

14. Resolution: Protecting the California Coast and Public Lands from Oil and Gas Drilling and Exploration (*Requested by Mayor Gilman*)

RECOMMENDATION:

1. Adopt a Resolution opposing new offshore and onshore oil and gas drilling and exploration leases off the coast of California and on California public lands; and
2. Direct staff to transmit the adopted Resolution to the Bureau of Ocean Energy Management (BOEM), designated/relevant federal representatives, and other government officials.

[Administrative Report - Resolution Opposing CA Offshore and Public Lands Drilling Attachment A - Resolution](#)

Motion:

It was moved by Council Member Whitman, with a second by Council Member Rule, to approve Item 14, as recommended.

Roll Call:

On the call of the roll, the vote was four (4) in favor, zero (0) against, and one (1) absent.

Ayes: Rule, Whitman, Mang, Lang

Noes: None

Abstain: None

Absent: Gilman

MOTION PASSES

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

Council Member Whitman and Mayor Pro Tem Lang request a cabin village contracting report on alleged irregularities, contract compliance, and the City's cost commitment

Council Member Whitman and Council Member Mang request a report on the Accountant position and contract versus staff comparison.

Council Member Whitman and Council Member Mang request a report on compound-style property purchases of multiple parcels and potential regulations.

ADJOURNMENT

Mayor Pro Tem Lang adjourned the January 13, 2026, Regular Meeting at 9:50 p.m., until the January 27, 2026, Regular Meeting.

WRITTEN PUBLIC COMMENTS

All Written Public Comments will be published here for public access. Please see "Public Comment Options" below for detailed instructions on how to submit.

Please access through the link:

[Written Public Comments - January 13, 2026 Regular Meeting](#)

Prepared by: Weston Montgomery, Chief Deputy City Clerk



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Lindy Palmer, Public Works Director

MEETING DATE: January 27, 2026

SUBJECT: Adoption of Proposed 2025 Citywide Engineering and Traffic Survey and Retaining, Establishing, or Decreasing Posted Speed Limits on Certain Streets

RECOMMENDATION

That the City Council adopt proposed Ordinance No. 970 adopting the 2025 Citywide Engineering and Traffic Survey and retaining, establishing and decreasing posted speed limits on certain streets within the City of Ojai.

DISCUSSION

At the January 13, 2026, meeting, staff introduced Ordinance No. 970 retaining, establishing and decreasing posted speed limits on certain streets within the City of Ojai. The ordinance is now before the City Council for its second reading and adoption.

On November 18, 2025, staff provided a draft Engineering and Traffic Survey (E&TS) to address community concerns regarding speeding and enforcement. The primary purpose of the survey is to support traffic calming measures while ensuring compliance with California law. Under California Vehicle Code (CVC) Section 22352, an E&TS report must be conducted and approved by Ordinance in order to adopt new speed limits.

The findings of the survey show that most streets will retain their current speed limits. However, reductions are recommended on specific streets: Country Club Drive, Foothill Road and Fairview Road with recommendations to reduce their speed limits from 35 mph to 30 mph, and Cuyama Road with a recommendation to reduce its speed limit from 25 mph to 20 mph.

Therefore, staff recommend that the Council adopt Ordinance No. 970, the 2025 Citywide Engineering and Traffic Survey and retain, establish or decrease posted speed limits on certain streets within the City of Ojai. The new speed limits will take effect 30 days after the adoption of this Ordinance and become enforceable thereafter. New signage will be installed after the effective date of the ordinance.

CITY COUNCIL GOALS ALIGNMENT

This effort aligns with City Council Goals of "Infrastructure Maintenance and Improvement" (#4) and "Public Safety" (#5).

OPTIONS

1. To adopt Ordinance No. 970
2. Provide alternative direction to staff.

FISCAL IMPACT

Funds for the installation of new signage are available in the Public Works, Streets Maintenance Parts and Supplies Account No. 010-1604-0146-000.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

- A. LSY Engineering and Traffic Study Final Report with Appendices
- B. Ordinance No. 970



**CITYWIDE
ENGINEERING AND TRAFFIC SURVEY
For
CITY OF OJAI**

October 2025

PREPARED BY:



INTRODUCTION

This Engineering and Traffic Survey (E&TS) Report provides the technical basis for establishing and enforcing speed limits on selected streets within the City of Ojai (City). The survey covers 20 street segments designated as collector streets in the City's Circulation Element of the General Plan. The E&TS was authorized by the City and independently prepared by LSY Enterprise, Inc., an engineering consulting firm. The Ventura County Sheriff's Department enforces the posted speed limits on City roadways using radar or other speed measuring devices.

As defined in Section 627 of the California Vehicle Code (CVC), an E&TS considers a range of factors including prevailing vehicle speeds, adjacent land use, collision history, pedestrian and bicycle activity, and general roadway traffic conditions. Each surveyed segment is field reviewed to identify conditions or roadway characteristics that may not be readily apparent to motorists. These observations, combined with statistical data and collision history, provide the basis for determining speed zones that are safe, reasonable, and appropriate for existing roadway conditions.

Pursuant to CVC Section 40802, E&TS reports must be updated every five years to remain valid for radar enforcement. The validity period of a survey may be extended to seven years if the City's enforcement officers have completed a 24-hour radar operator course [CVC 40802(c)(2)(B)(i)(I)], or up to fourteen years if a licensed traffic engineer certifies that no significant changes in roadway or traffic conditions have occurred [CVC 40802(c)(2)(B)(i)(II)]. These provisions ensure that posted speed limits reflect current conditions and that radar enforcement remains legally defensible. Once an E&TS has expired, radar-based enforcement constitutes a "speed trap" under CVC 40802, rendering related testimony and evidence inadmissible in court.

Speed limits are established primarily to protect public safety and uniform driver behavior. Consistent with the California Manual of Uniform Traffic Control Devices (CA MUTCD) 2014 Edition, Revision 9, speed zones are generally set at or near the 85th percentile speed, defined as the speed at or below which 85 percent of vehicles travel under free-flow conditions. Speed limits established on this basis reflect the collective judgement of the majority of motorists regarding a safe and reasonable speed, rather than the judgment of a few individuals. This approach produces consistent and enforceable speed zones throughout the City.

ENGINEERING AND TRAFFIC SURVEY METHODOLOGY

This E&TS was prepared in accordance with the procedures and guidelines established in the CAMUTCD, 2014 Edition, Revision 9, and the CVC. This study followed CA MUTCD regulations in setting speed limits by applying established methods for traffic surveys, analyzing prevailing speeds, and evaluating roadway and safety conditions. The methodology consists of five key components as described below: data collection, field review, collision history, engineering evaluation, and documentation and certification.

1. DATA COLLECTION

Existing vehicle speeds were surveyed by a certified radar operator using a calibrated radar unit from an unmarked vehicle. Data was collected under favorable weather and roadway conditions to capture typical free-flow operating speeds. Surveys were conducted on weekdays during off-peak hours to minimize the influence of congestion. Each survey segment included a statistically representative sample of vehicles, reflecting prevailing traffic conditions. The collected data was analyzed to develop a speed distribution profile, with particular emphasis on identifying the 85th percentile speed- the speed at or below which 85 percent of drivers are traveling. The analysis also identified the 10-mph pace, 50th percentile speed, and percent of vehicles within the pace, which together describe the overall characteristics of the traffic speed distribution.

85th Percentile Speed

The 85th percentile speed, or critical speed, is defined as the speed at or below which 85 percent of vehicles are traveling. This measure serves as the primary indicator of the speed that the majority of safe and reasonable drivers consider appropriate under typical roadway and environmental conditions. In practice, the posted speed limit is generally set to the nearest 5 mph of the 85th percentile speed, unless other factors warrant a lower limit. Setting speed limits based on this principle allows law enforcement to focus on drivers who deviate significantly from prevailing safe speeds. For example, if the 85th percentile speed is 48 mph, the posted speed limit would be set at 50 mph; if it is 47 mph, the limit would be 45 mph.

10 mph Pace

The 10-mph pace is the 10-mph range that contains the largest number of recorded vehicle speeds. It indicates the dispersion, or spread, of speeds within the sample. Generally, speed limits should fall within this 10-mph pace. However, conditions not readily apparent to drivers, or statutory requirements such as those in Residence Districts, may justify setting limits below the pace.

50th Percentile Speed

The median speed, or 50th Percentile Speed, represents the midpoint of the observed speed distribution. In other words, 50 percent of vehicles travel faster and 50 percent travel slower. This measure reflects the central tendency of speeds on a roadway. In general, speed limits should not be set below the 50th Percentile Speed, as doing so would result in more than half of drivers exceeding the posted limit.

Percent of Vehicles in Pace Speed

The percentage of vehicles traveling within the 10-mph pace indicates how closely grouped the traffic speeds are. A higher percentage suggests a more uniform flow of traffic, which is generally associated with lower collision risk. Typically, between 60 and 90 percent of vehicles fall within the 10-mph pace range.

2. FIELD REVIEW

Each roadway segment was field inspected by a qualified traffic engineer to identify physical or environmental roadway conditions that may not be readily apparent to motorists. In accordance with the CA MUTCD, if such conditions are determined to be significant, a speed limit reduction of up to 5 mph below the basic speed limit may be justified. However, caution should be exercised when establishing limits more than 5 mph below this threshold to maintain consistency and driver compliance.

As part of this study, LSY Enterprise, Inc. conducted field reviews for each of the 20 street segments. The firm evaluated factors influencing traffic operations and safety, including roadway geometry, visibility, driveway density, roadside development, and other conditions not immediately apparent to drivers. These field observations supplement statistical speed data and assist in identifying conditions that may justify adjustments to the recommended speed limit.

Field data collected and reviewed as part of the E&TS include:

1. Segment length and alignment;
2. Level of pedestrian and bicycle activity;
3. Traffic flow characteristics, including locations of regulatory traffic control devices;
4. Number of lanes and other channelization/striping factors;
5. Frequency of intersections and driveways;
6. Roadway condition, bumps and dips;
7. Obstructions to driver/pedestrian visibility;

8. Land use and proximity of schools;
9. Consistency with existing speed zones; and,
10. Any other unusual conditions or hazards not readily apparent to the driver.

3. COLLISION HISTORY

The E&TS forms include a summary of available collection data for each street segment. To assess the relative safety of a roadway, calculated collision rates are typically compared with statewide average collision rates for similar roadway classifications. Segments exhibiting collision rates higher than the statewide average may warrant further consideration when establishing speed limits or identifying potential safety improvements.

Collision records were reviewed for the 20 street segments included in this study. However, Average Daily Traffic data, which is required to calculate collision rates, was not available. Therefore, collision rates were not considered a determining factor for the surveyed streets and are not presented in this report. However, collision frequency, collision types, and contributing factors of reported collisions were reviewed and considered in the overall engineering evaluation of setting speed limits.

4. ENGINEERING EVALUATION

The engineering evaluation combines speed survey data, field observations, and collision information to establish safe and reasonable speed limits for each street segment. The 85th percentile speed serves as the primary basis for recommended limits, supported by the 10-mph pace, 50th percentile speed, percent of vehicles in pace speed, and traffic uniformity. Field inspections consider roadway geometry, lane width, sight distance, pedestrian and bicycle activity, driveway density, and regulatory devices. Collision history is reviewed qualitatively to identify potential hazards, and final recommended speeds balance observed driver behavior, roadway conditions, and safety considerations while maintaining consistency with adjacent segments. All recommendations are reviewed and certified by a licensed Traffic Engineer in accordance with the CA MUTCD and CVC to provide a defensible basis for enforcement.

5. DOCUMENTATION AND CERTIFICATION

All data and analyses supporting the recommended speed limits are documented in this report. A licensed traffic engineer has reviewed and certified the evaluation to ensure compliance with CVC and CA MUTCD requirements. This certification establishes a defensible basis for enforcement and ensures that posted speed limits are both safe and legally sustainable.

E&TS RECOMMENDATIONS

This E&TS presents recommended speed limits for 20 street segments in the City of Ojai, as summarized in Table 1. The recommendations are based on a thorough evaluation of available data and provide a prima facie speed limit for each segment. These limits are intended to inform motorists and assist enforcement personnel in identifying reasonable and safe travel speeds under prevailing roadway and traffic conditions. Where appropriate, uniform speed limits are recommended along continuous roadway segments to promote consistency and support driver compliance.

Table 1 – Recommended Speed Limit Changes

	Segment			Posted Speed Limit	Recommended Speed Limit	Recommended Change
	Street	From	To			
1	Del Norte Road	Ojai Ave	Cuyama Rd	30	30	Retain
2	Montgomery St	Ojai Ave	Ojai Valley Trail	25	25	Retain
3	Montgomery St	Ojai Valley Trail	Ventura St	25	25	Retain
4	Montgomery St	Ojai Ave	Oak St	Not Posted	25	Establish
5	Ventura St	Ojai Ave	Ojai Valley Trail	Not Posted	25	Establish
6	Country Club Dr	South City Limit	Amber Ln	35	30	Decrease
7	Country Club Dr	Amber Ln	Ojai Ave	35	30	Decrease
8	Signal St	Ojai Valley Trail	Ojai Ave	Not Posted	25	Establish
9	Signal St	Ojai Ave	Oak St	Not Posted	25	Establish
10	Football Rd	El Paseo	El Toro	30/35	30	Retain/ Decrease
11	Foothill Rd	El Toro Rd	Fairview Rd	35	30	Decrease
12	Fairview Rd	West City Limit	Foothill Rd	35	30	Decrease
13	Grand Ave	Signal St	Fulton St	30	30	Retain
14	Grand Ave	Fulton St	Golden W Ave	30	30	Retain
15	Grand Ave	Golden W Ave	East City Limit	30	30	Retain
16	Cuyama Rd	Maricopa Hwy (33)	Del Norte Rd	30	30	Retain
17	Cuyama Rd	Del Norte Rd	Chico Rd	Not Posted	20	Decrease
18	El Paseo Rd	Ojai Ave (W)	Foothill Rd	Not Posted	25	Establish
19	Aliso St	Foothill Rd	Signal St	Not Posted	25	Establish
20	Aliso St	Signal St	Montgomery St	Not Posted	25	Establish

The E&TS Report includes six appendices that provide supporting data, documentation, and technical certifications used in the preparation of this report. Appendix 1 presents the Engineer's Certification, which formally certifies that the survey was performed under the supervision of a registered professional traffic engineer. Appendix 2 provides the Speed Data Summary and Recommended Speed Limits, detailing the results of speed data, and the corresponding recommended prima facie speed limits for each roadway segment. Appendix 3 contains the Speed Limit Map, illustrating the locations of the surveyed roadway segments and the recommended speed limits. Appendix 4 presents the Speed Segment Summary Sheets, which summarize key information for each roadway segment, including roadway characteristics, collision history, and prevailing speed data. Appendix 5 includes the Speed Segment Calculation Sheets, documenting the detailed speed study calculations and percentile speed determinations used to support the recommendations. Finally, Appendix 6 provides the Radar Unit Calibration Certification, verifying that the radar equipment used in collecting field speed data was properly calibrated and met all accuracy standards.

APPLICABLE VEHICLE CODE SECTIONS

BUSINESS DISTRICT CVC 235

A "business district" is that portion of a highway and the property contiguous thereto (a) upon one side of which highway, for a distance of 600 feet, 50 percent or more of the contiguous property fronting thereon is occupied by buildings in use for business, or (b) upon both sides of which highway, collectively, for a distance of 300 feet, 50 percent or more of the contiguous property fronting thereon is so occupied. A business district may be longer than the distances specified in this section if the above ratio of buildings in use for business to the length of the highway exists.

RESIDENCE DISTRICT CVC 515

A "residence district" is that portion of a highway and the property contiguous thereto, other than a business district, (a) upon one side of which highway, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 13 or more separate dwelling houses or business structures, or (b) upon both sides of which highway, collectively, within a distance of a quarter of a mile, the contiguous property fronting thereon is occupied by 16 or more separate dwelling houses or business structures. A residence district may be longer than one-quarter of a mile if the above ratio of separate dwelling houses or business structures to the length of the highway exists.

MAXIMUM SPEED LIMIT (CVC 22349)

Except as provided in CVC Section 22356, the maximum speed for any passenger vehicle is 65 miles per hour (mph). On two-lane, undivided highways, drivers may not go faster than 55 mph unless a higher limit is posted based on an E&TS.

BASIC SPEED LAW (CVC 22350)

The CVC establishes regulations governing the posting and enforcement of speed zones. These regulations are based on the principle that speed limits should reflect prevailing traffic conditions and typical driver behavior. This principle is known as the "*Basic Speed Law*."

All fifty states apply a form of the Basic Speed Law in their traffic regulations. In California, CVC Section 22350 defines it as follows:

"No person shall drive a vehicle upon a highway at a speed greater than is reasonable or prudent having due regard for weather, visibility, the traffic on, and the surface and width of, the highway, and in no event at a speed which endangers the safety of persons or property."

This law recognizes that driving conditions vary widely with time and location. Therefore, no fixed rule can adequately address all conditions. Drivers are expected to adjust their speed according to the circumstances they encounter, relying on their own judgement with minimal intervention from law enforcement. The Basic Speed Law is founded on the belief that most drivers will modify their behavior appropriately when they are aware of their surroundings.

Speed limits are also established to inform motorists of conditions that may not be readily apparent. For this reason, determining appropriate speed limits requires analysis of collision history, roadway conditions, traffic characteristics, and land use. Speed limit changes are usually made in coordination with physical changes in roadway conditions or roadside developments. Short speed limit zones of less than one-half mile in length should be avoided to reduce confusion.

It is generally accepted that successful enforcement depends on voluntary compliance by the majority of drivers. Enforcement efforts typically focus on drivers whose behavior is clearly inconsistent with the normal flow of traffic.

PRIMA FACIE SPEED LIMITS (CVC 22352)

The CVC establishes prima facie speed limits, which, “on the face of it”, are reasonable and prudent under normal conditions when no other speed limit is posted. The law sets a 15 mph limit in alleys, at blind intersections where visibility is restricted to less than 100 feet, and at blind railroad crossings where visibility is less than 400 feet in both directions. A 25 mph limit in business and residential districts, when driving near schools while children are present, and adjacent to senior centers.

INCREASE OF LOCAL LIMITS (CVC 22357)

Whenever a local authority determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe upon any street other than a state highway otherwise subject to a prima facie limit of 25 miles per hour, the local authority may, by ordinance, determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55, or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe. The declared prima facie or maximum speed limit shall be effective when appropriate signs giving notice thereof are erected upon the street and shall not thereafter be revised except upon the basis of an engineering and traffic survey. This section does not apply to any 25-mile-per-hour prima facie limit which is applicable when passing a school building or the

grounds thereof or when passing a senior center or other facility primarily used by senior citizens.

DECREASE OF LOCAL LIMITS (CVC 22358)

Whenever a local authority determines upon the basis of an engineering and traffic survey that the limit of 65 miles per hour is more than is reasonable or safe upon any portion of any street other than a state highway where the limit of 65 miles per hour is applicable, the local authority may by ordinance determine and declare a prima facie speed limit of 60, 55, 50, 45, 40, 35, 30, or 25 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe, which declared prima facie limit shall be effective when appropriate signs giving notice thereof are erected upon the street.

DOWNWARD SPEED ZONING PRIMA FACIE 25 MPH (CVC 22358.4)

Whenever a local authority determines upon the basis of an engineering and traffic survey that the prima facie speed limit of 25 miles per hour established by subdivision(b) of section 22352 is more than is reasonable or safe, the local authority may, by ordinance or resolution, determine and declare a prima facie speed limit of 20 or 15 miles per hour, whichever is justified as the appropriate speed limit by that survey.

DOWNWARD SPEED ZONING (CVC 22358.5)

It is the intent of the Legislature that physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning, as the basic rule of CVC Section 22350 is sufficient regulation as to such conditions.

85th PERCENTILE, ROUNDING, 5 MPH SPEED REDUCTION (CVC 22358.6)

When establishing a posted speed limit, it must be set at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, as determined by an E&TS. If the nearest 5-mph increment would require rounding up, the speed limit may instead be rounded down by 5 mph to enhance safety and account for local conditions. In such cases, the posted speed may therefore be 5 mph lower than the nearest 5-mph increment of the 85th percentile speed.

The provisions of CVC 22358.6 were established to ensure consistency and transparency in setting speed limits while allowing limited flexibility for engineering judgment when safety considerations warrant a slightly lower speed.

ADDITIONAL 5 MPH SPEED REDUCTION (CVC 22358.7)

After completing an E&TS, if the speed limit is still more than reasonable or safe, the local authority may, by ordinance, determine and declare a prima facie speed limit that has been reduced an additional five miles per hour for either of the following reasons:

- (1) The portion of highway has been designated as a safety corridor. A local authority shall not deem more than one-fifth of their streets as safety corridors.
- (2) The portion of highway is adjacent to any land or facility that generates high concentrations of bicyclists or pedestrians, especially those from vulnerable groups such as children, seniors, persons with disabilities, and the unhoused.

RETAIN CURRENTLY ADOPTED OR RESTORE IMMEDIATELY PRIOR SPEED LIMIT (CVC 22358.8)

Currently adopted speed limit or immediately prior adopted speed limit shall only be retained, by ordinance, if after completing an E&TS, local agency finds that the speed limit is still more than reasonable or safe, and that speed limit was established with an E&TS and if a registered engineer has evaluated the section of highway and determined that no additional general purpose lanes have been added to the roadway since completion of the traffic survey that established the prior speed limit.

SPEED TRAP AND LOCAL STREET EXEMPTION (CVC 40802)

Speed Trap

A "speed trap" is either of the following:

- (1) A particular section of a highway measured as to distance and with boundaries marked, designated, or otherwise determined in order that the speed of a vehicle may be calculated by securing the time it takes the vehicle to travel the known distance.
- (2) A particular section of a highway with a prima facie speed limit that is provided by this code or by local ordinance under paragraph (1) of subdivision (b) of Section 22352, or established under Section 22354, 22357, 22358, or 22358.3, if that prima facie speed limit is not justified by an engineering and traffic survey conducted within five years prior to the date of the alleged violation, and enforcement of the speed involves the use of radar or any other electronic device that measures the speed of moving objects. This paragraph does not apply to a local street, road, school zone, senior zone, business activity district, or speed limit adopted under Section [22358.7](#) or [22358.8](#).

Local Street Exemption

Local streets are exempt from the engineering and traffic survey requirement. The speed limit for these streets do not require special jurisdiction. CVC Section 40802 (b)(1) states as follows:

For purposes of this section, a local street or road is one that is functionally classified as “local” on the “California Road System Maps,” that are approved by the Federal Highway Administration and maintained by the Department of Transportation. When a street or road does not appear on the “California Road System Maps,” it may be defined as a “local street or road” if it primarily provides access to abutting residential property and meets the following three conditions:

- (a) Roadway width of not of more than 40 feet;*
- (b) Not more than one-half of a mile of uninterrupted length. Interruptions shall include official traffic control signals, as defined in CVC Section 445; and*
- (c) Not more than one traffic lane in each direction.*

City of Ojai

Citywide Engineering and Traffic Survey (E&TS)

October 2025

1. Engineer's Certification
2. Speed Data Summary and Recommended Speed Limits
3. Speed Limit Map
4. Speed Segment Summary Sheet
5. Speed Segment Calculation Sheet
6. Radar unit calibration certification

CERTIFICATION

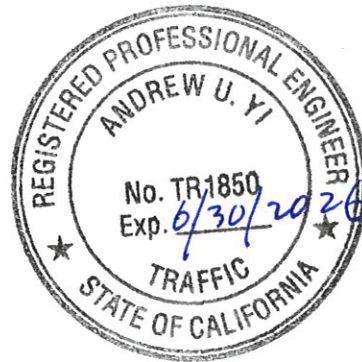
I, **Andrew Yi**, do hereby certify that this **Engineering and Traffic Survey (E&TS)** for the **City of Ojai** was performed under my supervision. I further certify that I am experienced in the preparation of Engineering and Traffic Surveys and that I am registered in the State of California as a **Professional Traffic Engineer**.

Signed: _____

Andrew Yi, P.E., T.E.

Professional Traffic Engineer

California Registration No. [R.T.E. # 1850]



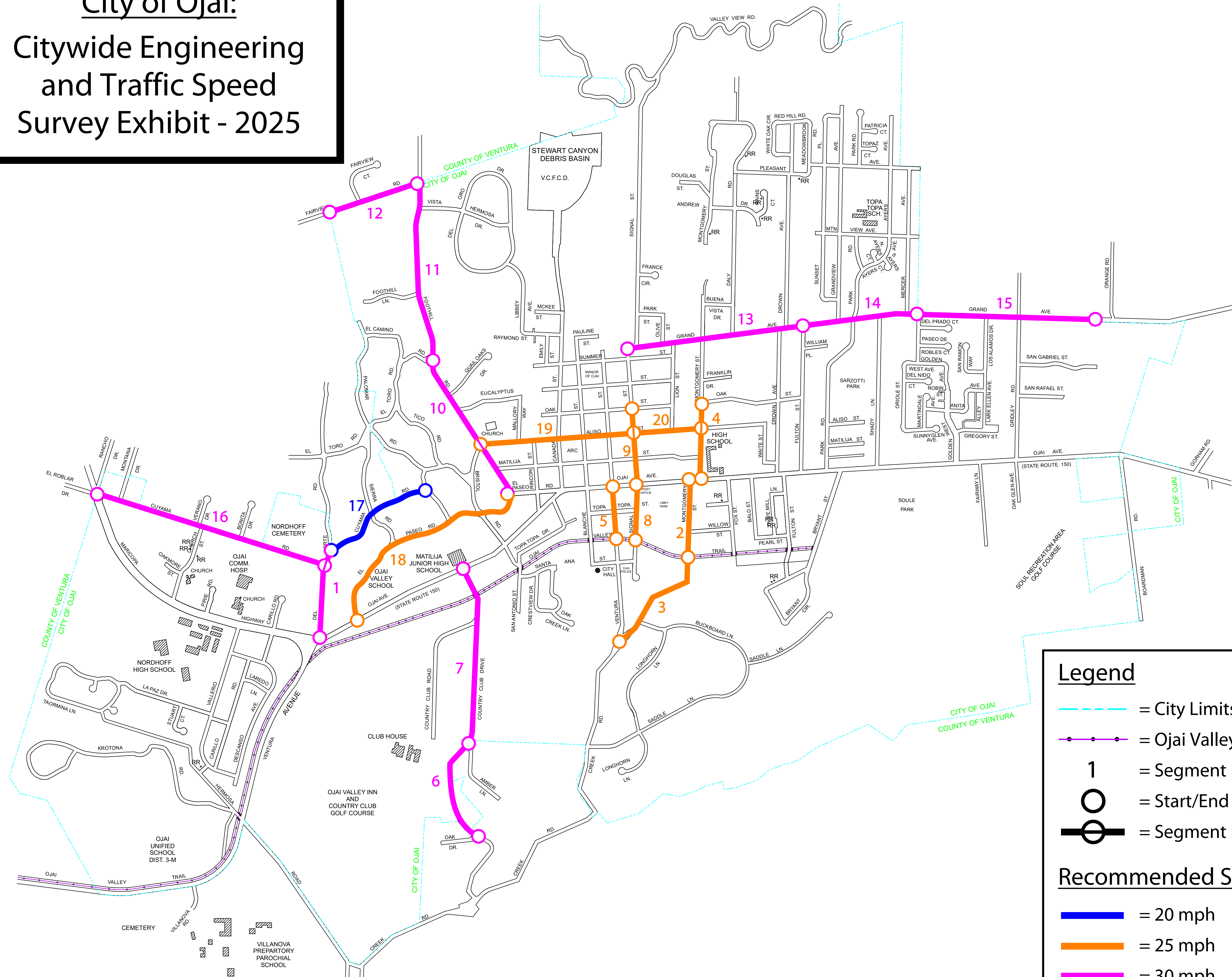
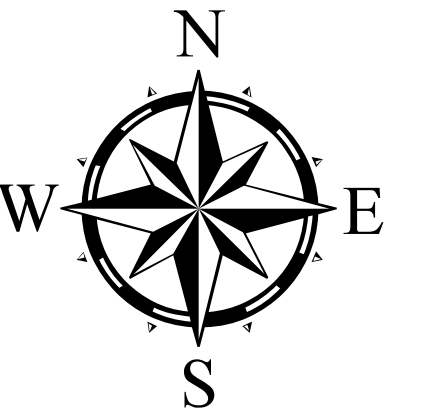
City of Ojai Engineering Traffic Survey (E&TS) - Speed Data Summary

	Segment No.	Street	From	To	50th percentile speed (mph)	85th percentile speed (mph)	10-mile Pace Speed (mph)	% of 10 mile pace (mph)	Posted Speed Limit (mph)	Recommend Speed Limit (mph)
North/South Streets	1	Del Norte Rd	Ojai Ave	Cuyama Rd	30	35	26-35	79.5	30	30
	2	Montgomery St	Ojai Ave	Ojai Valley Trail	26	29	22-31	90.4	25	25
	3	Montgomery St	Ojai Valley Trail	Ventura St	27	30	22-31	88.2	25	25
	4	Montgomery St	Ojai Ave	Oak St	23	26	19-28	94.3	None	25
	5	Ventura St	Ojai Ave	Ojai Valley Trail	21	23	17-26	98.7	None	25
	6	Country Club Dr	South City Limit	Amber Ln	32	34	28-37	87.1	35	30
	7	Country Club Dr	Amber Ln	Ojai Ave	33	36	30-39	81.1	35	30
	8	Signal St	Ojai Valley Trail	Ojai Ave	23	26	19-28	90.3	None	25
	9	Signal St	Ojai Ave	Oak St	26	29	20-29	92.7	None	25
	10	Foothill Rd	El Paseo Rd	El Toro Rd	30	34	26-35	85.5	30/35	30
	11	Foothill Rd	El Toro Rd	Fairview Rd	32	36	27-36	89.6	35	30
East/West Streets	12	Fairview Rd	West City Limit	Foothill Rd	31	35	28-37	83.3	35	30
	13	Grand Ave	Signal St	Fulton St	29	33	24-33	93.5	30	30
	14	Grand Ave	Fulton St	Golden W Ave	28	32	23-32	85.7	30	30
	15	Grand Ave	Golden W Ave	East City Limit	35	39	31-40	82.1	30	30
	16	Cuyama Rd	Maricopa Hwy (33)	Del Norte Rd	30	34	25-34	84.9	30	30
	17	Cuyama Rd	Del Norte Rd	Chico Rd	22	25	18-27	94.8	Residential	20
	18	El Paseo Rd	Ojai Ave (W)	Foothill Rd	26	30	23-32	84.3	None	25
	19	Aliso St	Foothill Rd	Signal St	26	28	20-29	90.7	None	25
	20	Aliso St	Signal St	Montgomery St	23	27	20-29	92.4	None	25

Decreased Speed Limit



City of Ojai: Citywide Engineering and Traffic Speed Survey Exhibit - 2025



Legend

- = City Limits
- = Ojai Valley Trail
- = Segment Number
- = Start/End Point of Segment
- = Segment Passing Through Point

Recommended Speed Limits

- = 20 mph
- = 25 mph
- = 30 mph

CITY OF OJAI

ENGINEERING AND TRAFFIC SURVEY

ID: 1

Street: Del Norte Road
 Survey date: 9/24/2025
 Location of survey: 400' S/O Cuyama Rd

From/To: Ojai Ave -Cuyama Rd
 Survey hours: 12:35-2:05 PM

SPEED DATA

50th Percentile Speed	30 mph	Post Speed Limit	30 mph
85th Percentile Speed	35 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	26-35 mph	Speed limit Justification	CVC 22358.8(a)
Percentage of Vehicles in Pace	79.5%		Keep existing speed limit

COLLISION HISTORY

Number of Years	3 Year	
Total Collisions	2	None are speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)		

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	

ROADWAY CHARACTERISTICS

Segment Length (feet)	1820 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None
Bicycle lanes/Type	None
Sidewalks	None
Vertical/Horizontal Curves	Vertical Curve
Adjacent Land use	Residential

Comments

No curb and gutter, sidewalks. Nostreetlights

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 2

Street: Montgomery St
Survey date: 9/29/2025
Location of survey: at Willow St

From/To: Ojai Ave -Ojai Valley Trail
Survey hours: 12:35-1:30 PM

SPEED DATA

50th Percentile Speed	26 mph	Post Speed Limit	25 mph
85th Percentile Speed	29 mph	Recommended Speed Limit	25 mph
10 mph Pace Speed	22-31 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	90.4%		85th percentile speed

COLLISION HISTORY

Number of Years	3 Years	
Total Collisions	3	None are speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	1030 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None. Yellow centerline
Bicycle lanes/Type	None
Sidewalks	Yes
Vertical/Horizontal Curves	None
Adjacent Land use	Commercial and Residential

Comments

Some portion of street near the Ojai Valley Trail has no sidewalks. Ojai Valley Trail Crossing

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 3

Street: Montgomery St
Survey date: 9/24/2025
Location of survey:

From/To: Ojai Valley Trail - Ventura St
Survey hours:

SPEED DATA

50th Percentile Speed	27 mph	Post Speed Limit	25 mph
85th Percentile Speed	30 mph	Recommended Speed Limit	25 mph
10 mph Pace Speed	22-31 mph	Speed limit Justification	CVC22358.7(a)&CVC 22358.8(a)
Percentage of Vehicles in Pace	88.2%		Bicycle safety/keep existing speed limit

COLLISION HISTORY

Number of Years	3 years
Total Collisions	None
Collision Rate (ACC/MVM)	N/A
Expected Collision Rate (ACC/MVM)	N/A

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	1600 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None, Yellow Centerline
Bicycle lanes/Type	None
Sidewalks	None
Vertical/Horizontal Curves	Vertical/Horizontal curves
Adjacent Land use	Residential / Local Park

Comments

Vertical and Horizontal curves, Ojai Valley Trail Crossing
No curb/gutters/sidewalks/Streetlights
No Shoulders

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 4

Street: Montgomery St
Survey date: 9/29/2025
Location of survey: S/o Aliso St

From/To: Ojai Ave - Oak St
Survey hours: 3:10 - 4:10 PM

SPEED DATA

50th Percentile Speed	23 mph	Post Speed Limit	None
85th Percentile Speed	26 mph	Recommended Speed Limit	25 mph
10 mph Pace Speed	19-28 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	94.3%		85th percentile speed

COLLISION HISTORY

Number of Years	N/A
Total Collisions	N/A
Collision Rate (ACC/MVM)	N/A
Expected Collision Rate (ACC/MVM)	N/A

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	1060 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None, Yellow centerline (skipped)
Bicycle lanes/Type	None
Sidewalks	Yes
Vertical/Horizontal Curves	None
Adjacent Land use	Commercial and residential

Comments

Curb, gutters and sidewalks on both side
Controlled and uncontrolled school crosswalks
Preschool

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 5

Street: Ventura St
Survey date: 10/1/2025
Location of survey: at Topa Topa St

From/To: Ojai Ave -Ojai Valley Trail
Survey hours: 1:10 - 2:35 PM

SPEED DATA

50th Percentile Speed 21 mph
85th Percentile Speed 23 mph
10 mph Pace Speed 17-26 mph
Percentage of Vehicles in Pace 98.7%

Post Speed Limit None
Recommended Speed Limit **25 mph**
Speed limit Justification CVC22358.6
85th percentile speed

COLLISION HISTORY

Number of Years N/A
Total Collisions N/A
Collision Rate (ACC/MVM) N/A
Expected Collision Rate (ACC/MVM) N/A

TRAFFIC FACTORS

Average Daily Traffic N/A
Traffic Control Type N/A

ROADWAY CHARACTERISTICS

Segment Length (feet) 680 feet
Number of Lanes 2 lanes
Street Classification Collector
Median/Type None
Bicycle lanes/Type None
Sidewalks Yes
Vertical/Horizontal Curves Vertical curve near the Ojai Valley Trail
Adjacent Land use Commercial and Residential

Comments

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 6

Street:	Country Club Dr	From/To:	Amber Ln - S. City Limit
Survey date:	9/29/2025	Survey hours:	9:30-10:45 AM & 4:18-5:05 PM
Location of survey:	700' S/o Amber Ln		

SPEED DATA

50th Percentile Speed	32 mph	Post Speed Limit	35 mph
85th Percentile Speed	34 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	28-37 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	87.1%		85th percentile speed

COLLISION HISTORY

Number of Years	3 Years	
Total Collisions	3	<i>1 unsafe speed</i>
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	2600 feet	
Number of Lanes	2 lanes	
Street Classification	collector	
Median/Type	none	
Bicycle lanes/Type	none	
Sidewalks	none	
Vertical/Horizontal Curves	Yes	Compound horizontal and vertical curves
Adjacent Land use	Resort hotel/Golf course/residential	

Comments

No curb&gutters, sidewalks and streetlights
No shoulders
Painted centerline. Vertical and horizontal curves

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 7

Street: Country Club Dr
Survey date: 9/29 & 10/1/25
Location of survey: N/o Amber Ln

From/To: Ojai Ave -Amber Ln
Survey hours: 5:07-6:00 PM & 8:35-9:20 AM

SPEED DATA

50th Percentile Speed	33 mph	Post Speed Limit	35 mph
85th Percentile Speed	36 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	30-39 mph	Speed limit Justification	CVC22358.7(a)
Percentage of Vehicles in Pace	81.1%		Pedestrian/bicyclist safety

COLLISION HISTORY

Number of Years	3 years	
Total Collisions	1	None speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	2200 feet
Number of Lanes	2200 Lanes
Street Classification	Collector
Median/Type	None, Yellow Centerline
Bicycle lanes/Type	None
Sidewalks	None
Vertical/Horizontal Curves	Yes
Adjacent Land use	Resort hotel/Golf course/residential

Comments

Mostly no sidewalks except near Ojai Ave.
Painted centerline and shoulders
Ojai Valley Trail Crossing, unprotected.
Vertical and horizontal curves

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 8

Street: Signal St
Survey date: 9/29/2025
Location of survey: Btw Ojai Valley Trail/Ojai Ave

From/To: Ojai Ave - Ojai Valley Trail
Survey hours: 10:50 -11:30 AM

SPEED DATA

50th Percentile Speed	23 mph	Post Speed Limit	None
85th Percentile Speed	26 mph	Recommended Speed Limit	25 mph
10 mph Pace Speed	19-28 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	90.3%		85th percentile speed

COLLISION HISTORY

Number of Years	3 Years	
Total Collisions	2	None speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	760 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None, Yellow centerline (skipped)
Bicycle lanes/Type	None
Sidewalks	Yes
Vertical/Horizontal Curves	None
Adjacent Land use	Commercial and residential

Comments

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 9

Street: Signal St
Survey date: 10/1/2025
Location of survey: Btw Aliso/Oak

From/To: Ojai Ave - Oak St
Survey hours: 9:30-10:20 AM

SPEED DATA

50th Percentile Speed	26 mph	Post Speed Limit	None
85th Percentile Speed	29 mph	Recommended Speed Limit	25 mph
10 mph Pace Speed	20-29 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	92.7%		85th percentile speed

COLLISION HISTORY

Number of Years N/A
Total Collisions
Collision Rate (ACC/MVM)
Expected Collision Rate (ACC/MVM)

TRAFFIC FACTORS

Average Daily Traffic N/A
Traffic Control Type

ROADWAY CHARACTERISTICS

Segment Length (feet) 1000 feet
Number of Lanes 2
Street Classification Collector
Median/Type None, Yellow centerline (skipped)
Bicycle lanes/Type None
Sidewalks Yes
Vertical/Horizontal Curves None
Adjacent Land use Commercial and Residential

Comments

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 10

Street: Foothill Rd
Survey date: 9/2/2025
Location of survey: N/o El Paseo Rd

From/To: El Paseo Rd - El Toro Rd
Survey hours: 10:00 - 11:00 AM

SPEED DATA

50th Percentile Speed	30 mph	Post Speed Limit	30 & 35 mph
85th Percentile Speed	34 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	26-35 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	85.5%		85th percentile speed

COLLISION HISTORY

Number of Years	3 years
Total Collisions	0
Collision Rate (ACC/MVM)	N/A
Expected Collision Rate (ACC/MVM)	N/A

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	2100 feet
Number of Lanes	2 lanes
Street Classification	Collector
Median/Type	None
Bicycle lanes/Type	None
Sidewalks	None except a portion near Aliso St in front of Ojai Presbyterian Church
Vertical/Horizontal Curves	Vertical
Adjacent Land use	Residential

Comments

Narrow lanes with no shoulders and no streetlight. Drainage ditch runs along the east side of the road.

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 11

Street: Foothill Rd
Survey date: 9/2/2025
Location of survey: 800' S/o Fairview Rd

From/To: El Toro Rd - Fairview Rd
Survey hours: 11:00-12:15 PM

SPEED DATA

50th Percentile Speed	32 mph	Post Speed Limit	35 mph
85th Percentile Speed	36 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	27-36 mph	Speed limit Justification	22358.7 (a)
Percentage of Vehicles in Pace	89.6%		Pedestrian safety

COLLISION HISTORY

Number of Years	3 Years	
Total Collisions	1	None speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	2550 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None, Yellow centerline (skipped)
Bicycle lanes/Type	None
Sidewalks	None
Vertical/Horizontal Curves	Yes
Adjacent Land use	Residential

Comments

No curb, gutter, and sidewalks
Narrow lanes with no shoulders and no streetlight.
Drainage ditch runs along the west side of the road.

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 12

Street: Fairview Rd
Survey date: 9/8/2025
Location of survey: E/o Fairvie Court

From/To: Foothill Rd - W. City Limit
Survey hours: 4:45-6:00 PM

SPEED DATA

50th Percentile Speed	31 mph	Post Speed Limit	35 mph
85th Percentile Speed	35 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	28-37 mph	Speed limit Justification	CVC 22358.7(a)
Percentage of Vehicles in Pace	83.3%		Pedestrian Safety

COLLISION HISTORY

Number of Years	3 years	
Total Collisions	2	None speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	1,300
Number of Lanes	2 lanes
Street Classification	Collector
Median/Type	None, Yellow centerline
Bicycle lanes/Type	None
Sidewalks	None
Vertical/Horizontal Curves	Yes
Adjacent Land use	Residential

Comments

No curb, gutters, and shoulders. No streetlights
Narrow lanes with horizontal and vertical curves

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 13

Street: Grand Ave
Survey date: 9/24/2025
Location of survey: E/o Daly Rd

From/To: Signal St - Fulton St
Survey hours: 11:35-12:10 PM

SPEED DATA

50th Percentile Speed	29 mph	Post Speed Limit	30 mph
85th Percentile Speed	33 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	24-33 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	93.5%		85th percentile speed

COLLISION HISTORY

Number of Years	3 years	
Total Collisions	7	2 bicycle and 1 ped
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	2400 feet
Number of Lanes	2 lanes
Street Classification	Collector
Median/Type	None, Center yellowline
Bicycle lanes/Type	Sharrow bike lane
Sidewalks	yes
Vertical/Horizontal Curves	None
Adjacent Land use	Residential

Comments

Paved sidewalk N/S, dirt path on S/S.
Edgeline for on-street parking
high collisions including two bicycle and 1 pedestrian collisions
Sharrow bike marking

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 14

Street: Grand Ave
Survey date: 9/24/2025
Location of survey: W/o Grandview Ave

From/To: Fulton St - Golden W Ave
Survey hours: 10:55-11:30 AM

SPEED DATA

50th Percentile Speed	28 mph	Post Speed Limit	30 mph
85th Percentile Speed	32 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	23-32 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	85.7%		85th percentile speed

COLLISION HISTORY

Number of Years	3 years	
Total Collisions	2	1 unsafe speed and 1 bicycle
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	1570 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None
Bicycle lanes/Type	Sharrow bicycle lanes
Sidewalks	Yes
Vertical/Horizontal Curves	None
Adjacent Land use	Residential

Comments

Paved sidewalk N/S, dirt path on S/S
Shoulder strip for on-street parking
Sharrow bicycle marking

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 15

Street: Grand Ave
Survey date: 9/24/2025
Location of survey: E/o Gridley Rd

From/To: Golden W Ave - East City Limit
Survey hours: 9:30-10:47 AM

SPEED DATA

50th Percentile Speed	35 mph	Post Speed Limit	30 mph
85th Percentile Speed	39 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	31-40 mph	Speed limit Justification	22358.7(a) & 22358.8(a)
Percentage of Vehicles in Pace	82.1%		bicyclist/pedestrian safety

COLLISION HISTORY

Number of Years	3 years	
Total Collisions	1	None speed related
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	3750 feet
Number of Lanes	2
Street Classification	Collector
Median/Type	None, Yellow Centerline
Bicycle lanes/Type	Sharrow bicycle Lane
Sidewalks	None
Vertical/Horizontal Curves	None
Adjacent Land use	Farm and residential

Comments

Edgeline/some dirt shoulders. High pedestrian and bicycle activity.
Grand ave reported high number of pedestrian and bicycle-involved collisions
Continuation of 30 mph for entire Grand Avenue

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 16

Street: Cuyama Rd
Survey date: 9/8/2025
Location of survey: 750' E/o Hwy 33

From/To: Maricopa Hwy -Del Norte Rd
Survey hours: 3:00 - 3:40 PM

SPEED DATA

50th Percentile Speed	30 mph	Post Speed Limit	30 mph
85th Percentile Speed	34 mph	Recommended Speed Limit	30 mph
10 mph Pace Speed	25-34 mph	Speed limit Justification	CVC22358.6
Percentage of Vehicles in Pace	84.9%		85th percentile speed

COLLISION HISTORY

Number of Years	3 years	
Total Collisions	4	1 unsafe speed
Collision Rate (ACC/MVM)	N/A	
Expected Collision Rate (ACC/MVM)	N/A	

TRAFFIC FACTORS

Average Daily Traffic	N/A
Traffic Control Type	N/A

ROADWAY CHARACTERISTICS

Segment Length (feet)	3250 feet
Number of Lanes	2 lanes
Street Classification	Collector
Median/Type	None, Yellow Centerline
Bicycle lanes/Type	None
Sidewalks	Some,
Vertical/Horizontal Curves	Vertical Curve
Adjacent Land use	Residential and farm

Comments

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 17

Street: Cuyama Rd
Survey date: 9/8/2025
Location of survey: Btw Del Norte/Chico

From/To: Del Norte Rd - Chico Rd
Survey hours: 3:45 - 4:15 PM

SPEED DATA

50th Percentile Speed 22 mph
85th Percentile Speed 25 mph
10 mph Pace Speed 18-27 mph
Percentage of Vehicles in Pace 94.8%

Post Speed Limit Residential
Recommended Speed Limit **20 mph**
Speed limit Justification CVC 22358.4, Narrow Street

COLLISION HISTORY

Number of Years 3 years
Total Collisions None
Collision Rate (ACC/MVM) N/A
Expected Collision Rate (ACC/MVM) N/A

TRAFFIC FACTORS

Average Daily Traffic N/A
Traffic Control Type N/A

ROADWAY CHARACTERISTICS

Segment Length (feet) 1,750 feet
Number of Lanes 2
Street Classification Residential
Median/Type None
Bicycle lanes/Type None
Sidewalks None
Vertical/Horizontal Curves Horizontal curves
Adjacent Land use Residential

Comments

Narrow section (20 feet wide).
Horizontal curves, sharp curves next to residents
No curb/gutters/sidewalks/Streetlights
No Shoulders

CITY OF OJAI

ENGINEERING AND TRAFFIC SURVEY

ID: 18

Street: El Paseo Rd
 Survey date: 9/2/2025
 Location of survey: 500' E/o Ojai Ave

From/To: Ojai Ave (W) - Foothill Rd
 Survey hours: 12:45-2:15 PM

SPEED DATA

50th Percentile Speed 26 mph
 85th Percentile Speed 30 mph
 10 mph Pace Speed 23-32 mph
 Percentage of Vehicles in Pace 82.3%

Post Speed Limit
 Recommended Speed Limit **25 mph**
 Speed limit Justification 223578.7(a)
 School area safety

COLLISION HISTORY

Number of Years 3 years
 Total Collisions 2
 Collision Rate (ACC/MVM) N/A
 Expected Collision Rate (ACC/MVM) N/A

None speed related

TRAFFIC FACTORS

Average Daily Traffic N/A
 Traffic Control Type N/A

ROADWAY CHARACTERISTICS

Segment Length (feet) 3200 feet
 Number of Lanes 2 lanes
 Street Classification Collector
 Median/Type Center Yellow line
 Bicycle lanes/Type None
 Sidewalks Some
 Vertical/Horizontal Curves Yes
 Adjacent Land use School and residential

Median Islands between Foothill rd/Bristol Rd

Ojai Valley School

Comments

School speed limit of 15mph signs are posted
 D.G. walk path exists on school side.
 Uncontrolled school crosswalk at Cuyama Rd

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 19

Street: Aliso St
Survey date: 10/1/2025
Location of survey: W/o Rincon St

From/To: Foothill Rd - Signal St
Survey hours: 11:20 - 12:00 PM

SPEED DATA

50th Percentile Speed 26 mph
85th Percentile Speed 28 mph
10 mph Pace Speed 20-29 mph
Percentage of Vehicles in Pace 90.7%

Post Speed Limit None
Recommended Speed Limit **25 mph**
Speed limit Justification CVC22358.6
85th percentile speed

COLLISION HISTORY

Number of Years 3 years
Total Collisions 4
Collision Rate (ACC/MVM) N/A
Expected Collision Rate (ACC/MVM) N/A

1 bicycle, none speed related

TRAFFIC FACTORS

Average Daily Traffic N/A
Traffic Control Type N/A

ROADWAY CHARACTERISTICS

Segment Length (feet) 2200 feet
Number of Lanes 2 lanes
Street Classification Collector
Median/Type None, Yellow Center line (Skipped)
Bicycle lanes/Type None
Sidewalks Yes
Vertical/Horizontal Curves None
Adjacent Land use Commercial and Residential

Comments

Partial Sidewalk (discontinue)
On-street parking

CITY OF OJAI
ENGINEERING AND TRAFFIC SURVEY

ID: 20

Street: Aliso St
Survey date: 10/1/2025
Location of survey: at Lion St

From/To: Signal St - Montgomery St
Survey hours: 10:30-11:15 AM

SPEED DATA

50th Percentile Speed 23 mph
85th Percentile Speed 27 mph
10 mph Pace Speed 20-29 mph
Percentage of Vehicles in Pace 92.4%

Post Speed Limit None
Recommended Speed Limit **25 mph**
Speed limit Justification CVC22358.6
85th percentile speed

COLLISION HISTORY

Number of Years 3 years
Total Collisions 1
Collision Rate (ACC/MVM) N/A
Expected Collision Rate (ACC/MVM) N/A

None speed related

TRAFFIC FACTORS

Average Daily Traffic N/A
Traffic Control Type N/A

ROADWAY CHARACTERISTICS

Segment Length (feet) 950 feet
Number of Lanes 2 lanes
Street Classification Collector
Median/Type None, Yellow Center line (skipped)
Bicycle lanes/Type None
Sidewalks Yes
Vertical/Horizontal Curves None
Adjacent Land use Commercial and Residential

Comments

On-street parking
Uncontrolled crosswalk at Lion St

CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Del Norte Rd

Location: 400' s/o Cuyama Rd

Between: Ojai Ave / Cuyama Rd

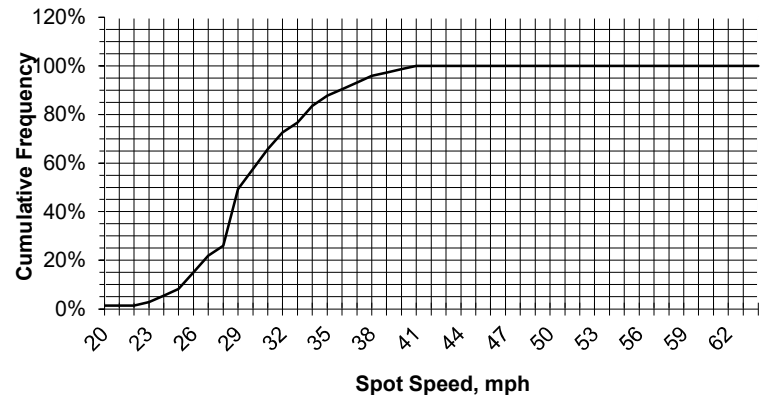
Ref. # 1

Speed	Frequency	Percent	Cumulative Percent
20	1	1.37%	1.37%
21	0	0.00%	1.37%
22	0	0.00%	1.37%
23	1	1.37%	2.74%
24	2	2.74%	5.48%
25	2	2.74%	8.22%
26	5	6.85%	15.07%
27	5	6.85%	21.92%
28	3	4.11%	26.03%
29	17	23.29%	49.32%
30	6	8.22%	57.53%
31	6	8.22%	65.75%
32	5	6.85%	72.60%
33	3	4.11%	76.71%
34	5	6.85%	83.56%
35	3	4.11%	87.67%
36	2	2.74%	90.41%
37	2	2.74%	93.15%
38	2	2.74%	95.89%
39	1	1.37%	97.26%
40	1	1.37%	98.63%
41	1	1.37%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
Total:	73	100%	

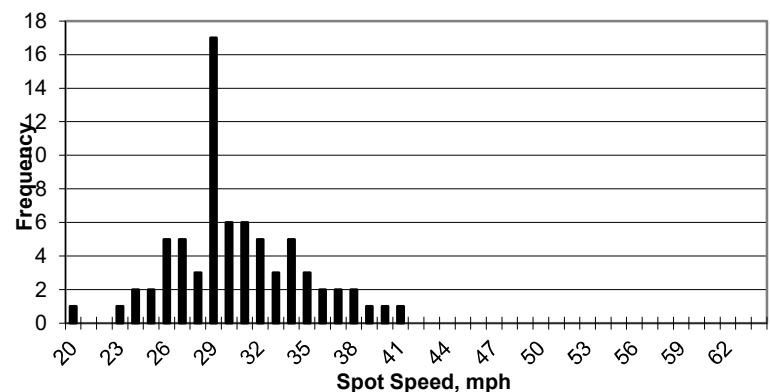
Date: 9/24/2025 Day: Wed
 Weather: Clear
 Hours: 12:35 PM To 2:05 PM
 Recorder: AY
 Posted Speed: 30
 Remarks:

DATA ANALYSIS:		
Mean Speed:	30	
Standard Deviation:	4	
Standard error of the mean:	0.47	
50th Percentile:	30	
85th Percentile:	35	
97th Percentile:	39	
10 Mile Pace:	26	to 35
% of Samples in 10-Mile Pace:	79.45%	
Comments:		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Montgomery St
 Location: at Willow St
 Between: Ojai Ave / Ojai Valley Trail Ref. # 2

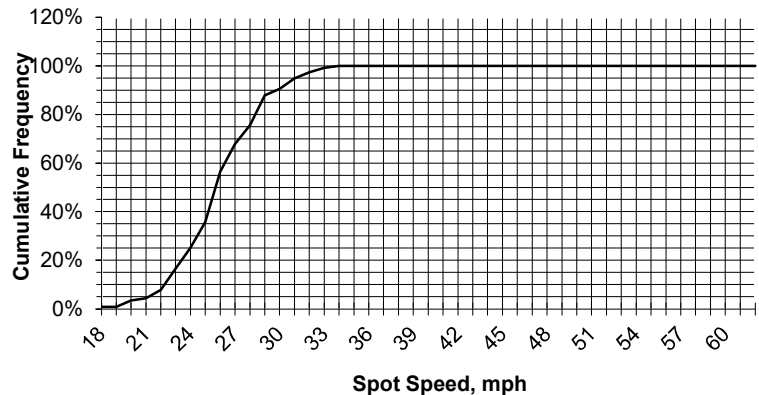
Speed	Frequency	Percent	Cumulative Percent
18	1	0.87%	0.87%
19	0	0.00%	0.87%
20	3	2.61%	3.48%
21	1	0.87%	4.35%
22	4	3.48%	7.83%
23	10	8.70%	16.52%
24	10	8.70%	25.22%
25	12	10.43%	35.65%
26	24	20.87%	56.52%
27	13	11.30%	67.83%
28	9	7.83%	75.65%
29	14	12.17%	87.83%
30	3	2.61%	90.43%
31	5	4.35%	94.78%
32	3	2.61%	97.39%
33	2	1.74%	99.13%
34	1	0.87%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%

Total: 115 100%

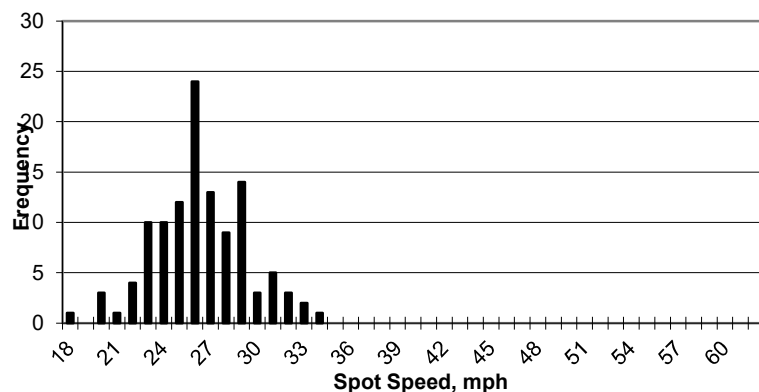
Date: 9/29/2025 Day: Mon
 Weather: Clear
 Hours: 12:35 PM To 1:30 PM
 Recorder: AY
 Posted Speed: 25
 Remarks: _____

DATA ANALYSIS:			
Mean Speed:			26
Standard Deviation:			3
Standard error of the mean:			0.28
50th Percentile:			26
85th Percentile:			29
97th Percentile:			32
10 Mile Pace:	22	to	31
% of Samples in 10-Mile Pace:			90.43%
Comments:	_____		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Montgomery St
 Location: n/o Buckboard Ln
 Between: Ojai Valley Trail /Ventura St Ref. # 3

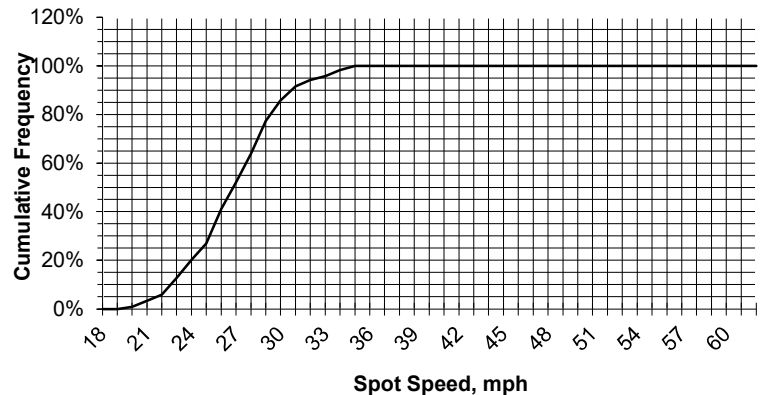
Speed	Frequency	Percent	Cumulative Percent
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	1	0.84%	0.84%
21	3	2.52%	3.36%
22	3	2.52%	5.88%
23	8	6.72%	12.61%
24	9	7.56%	20.17%
25	8	6.72%	26.89%
26	17	14.29%	41.18%
27	13	10.92%	52.10%
28	14	11.76%	63.87%
29	16	13.45%	77.31%
30	10	8.40%	85.71%
31	7	5.88%	91.60%
32	3	2.52%	94.12%
33	2	1.68%	95.80%
34	3	2.52%	98.32%
35	2	1.68%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%

Total: 119 100%

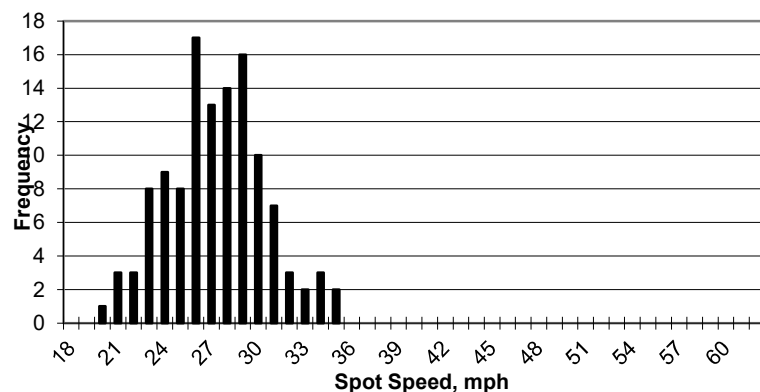
Date: 10/1/2025 Day: Tue
 Weather: Clear
 Hours: 12:30 PM To 1:05 PM
 Recorder: AY
 Posted Speed: 25
 Remarks:

DATA ANALYSIS:			
Mean Speed:			<u>27</u>
Standard Deviation:			<u>3</u>
Standard error of the mean:			<u>0.28</u>
50th Percentile:			<u>27</u>
85th Percentile:			<u>30</u>
97th Percentile:			<u>34</u>
10 Mile Pace:	<u>22</u>	to	<u>31</u>
% of Samples in 10-Mile Pace:			<u>88.24%</u>
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

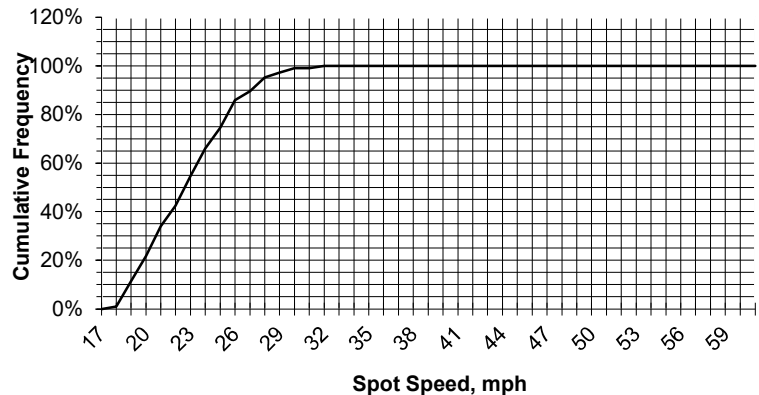
Street: Montgomery St
Location: s/o Aliso St
Between: Ojai Ave / Oak St Ref. # 4

Speed	Frequency	Percent	Cumulative Percent
17	0	0.00%	0.00%
18	1	0.94%	0.94%
19	11	10.38%	11.32%
20	11	10.38%	21.70%
21	13	12.26%	33.96%
22	9	8.49%	42.45%
23	13	12.26%	54.72%
24	12	11.32%	66.04%
25	9	8.49%	74.53%
26	12	11.32%	85.85%
27	4	3.77%	89.62%
28	6	5.66%	95.28%
29	2	1.89%	97.17%
30	2	1.89%	99.06%
31	0	0.00%	99.06%
32	1	0.94%	100.00%
33	0	0.00%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
Total:	106	100%	

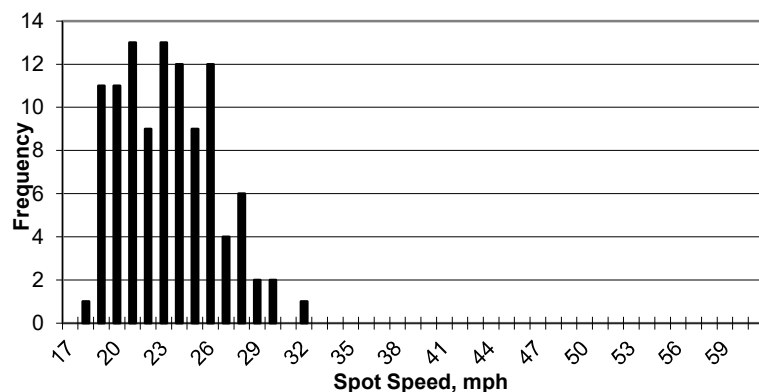
Date: 9/29/2025 **Day:** Mon
Weather: Clear
Hours: 3:10 PM **To** 4:10 PM
Recorder: AY
Posted Speed: None
Remarks: _____

DATA ANALYSIS:			
Mean Speed:		<u>23</u>	
Standard Deviation:		<u>3</u>	
Standard error of the mean:		<u>0.29</u>	
50th Percentile:		<u>23</u>	
85th Percentile:		<u>26</u>	
97th Percentile:		<u>29</u>	
10 Mile Pace:	<u>19</u>	<u>to</u>	<u>28</u>
% of Samples in 10-Mile Pace:		<u>94.34%</u>	
Comments:	_____		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

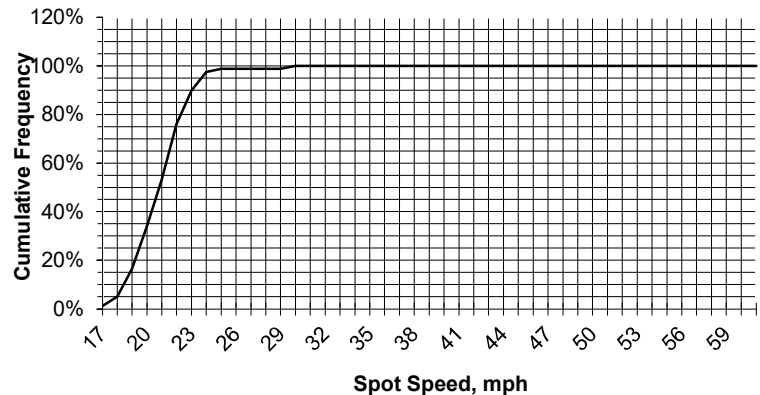
Street: Ventura St
 Location: at Topa Topa St
 Between: Ojai Tral / Ojai Ave Ref. # 5

Speed	Frequency	Percent	Cumulative Percent
17	1	1.27%	1.27%
18	3	3.80%	5.06%
19	9	11.39%	16.46%
20	14	17.72%	34.18%
21	15	18.99%	53.16%
22	18	22.78%	75.95%
23	11	13.92%	89.87%
24	6	7.59%	97.47%
25	1	1.27%	98.73%
26	0	0.00%	98.73%
27	0	0.00%	98.73%
28	0	0.00%	98.73%
29	0	0.00%	98.73%
30	1	1.27%	100.00%
31	0	0.00%	100.00%
32	0	0.00%	100.00%
33	0	0.00%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
Total:	79	100%	

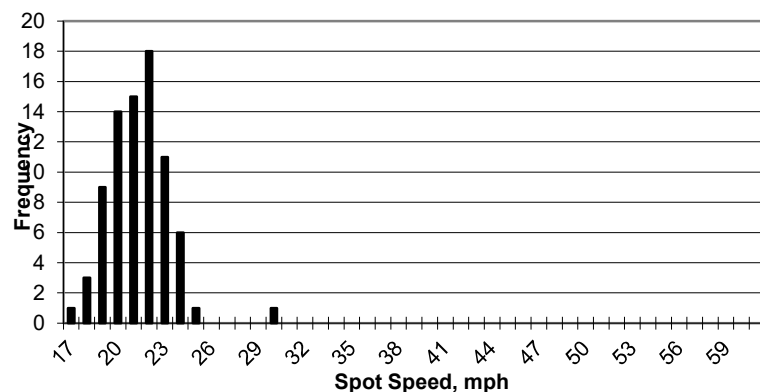
Date: 10/1/2025 Day: Wed
 Weather: Clear
 Hours: 1:10 PM To 2:35 PM
 Recorder: AY
 Posted Speed: None
 Remarks:

DATA ANALYSIS:		
Mean Speed:	21	
Standard Deviation:	2	
Standard error of the mean:	0.23	
50th Percentile:	21	
85th Percentile:	23	
97th Percentile:	24	
10 Mile Pace:	17	to 26
% of Samples in 10-Mile Pace:	98.73%	
Comments:		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Country Club Dr
 Location: 700' s/o Amber Ln
 Between: S City limit / Amber Ln Ref. # 6

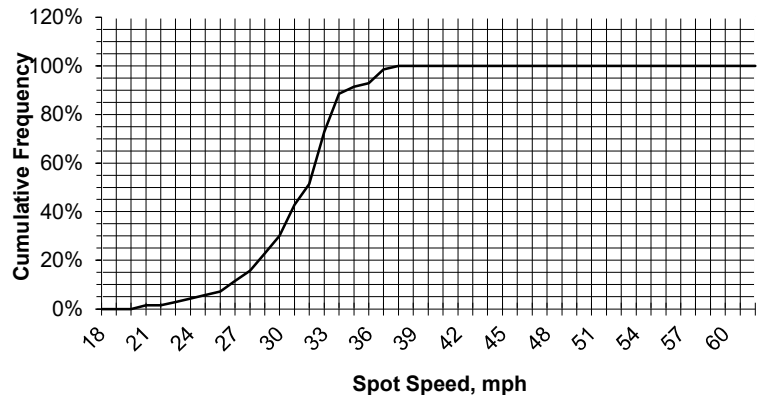
Speed	Frequency	Percent	Cumulative Percent
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	1	1.43%	1.43%
22	0	0.00%	1.43%
23	1	1.43%	2.86%
24	1	1.43%	4.29%
25	1	1.43%	5.71%
26	1	1.43%	7.14%
27	3	4.29%	11.43%
28	3	4.29%	15.71%
29	5	7.14%	22.86%
30	5	7.14%	30.00%
31	9	12.86%	42.86%
32	6	8.57%	51.43%
33	15	21.43%	72.86%
34	11	15.71%	88.57%
35	2	2.86%	91.43%
36	1	1.43%	92.86%
37	4	5.71%	98.57%
38	1	1.43%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%

Total: 70 100%

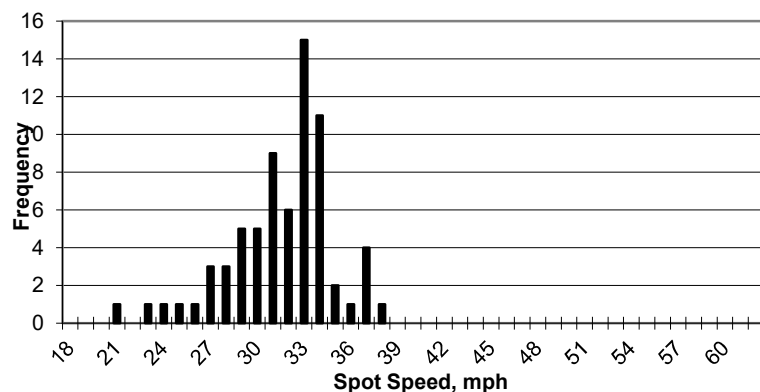
Date: 9/29/2025 Day: Mon
 Weather: Clear
 Hours: 9:30a/ 4:18 p To 10:45a /5:05p
 Recorder: AY
 Posted Speed: 35
 Remarks: _____

DATA ANALYSIS:			
Mean Speed:			32
Standard Deviation:			3
Standard error of the mean:			0.36
50th Percentile:			32
85th Percentile:			34
97th Percentile:			37
10 Mile Pace:	28	to	37
% of Samples in 10-Mile Pace:			87.14%
Comments:	_____		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Country Club Dr

Location: n/o Amber Ln

Between: Amber Ln / Ojai Ave

Ref. # 7

Speed	Frequency	Percent	Cumulative Percent
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	1	1.35%	1.35%
22	0	0.00%	1.35%
23	1	1.35%	2.70%
24	2	2.70%	5.41%
25	1	1.35%	6.76%
26	0	0.00%	6.76%
27	5	6.76%	13.51%
28	1	1.35%	14.86%
29	2	2.70%	17.57%
30	4	5.41%	22.97%
31	6	8.11%	31.08%
32	6	8.11%	39.19%
33	12	16.22%	55.41%
34	7	9.46%	64.86%
35	5	6.76%	71.62%
36	10	13.51%	85.14%
37	5	6.76%	91.89%
38	2	2.70%	94.59%
39	3	4.05%	98.65%
40	0	0.00%	98.65%
41	1	1.35%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%

Total: 74 100%

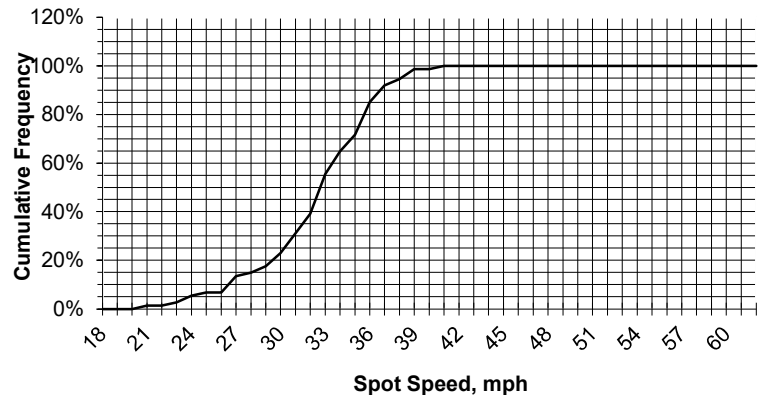
Date: 9/29 & 10/1/25 Day: Mon/Wed
 Weather: Clear
 Hours: 5:07p / 8:35a To 6:00p / 9:20a
 Recorder: AY
 Posted Speed: 35
 Remarks:

DATA ANALYSIS:

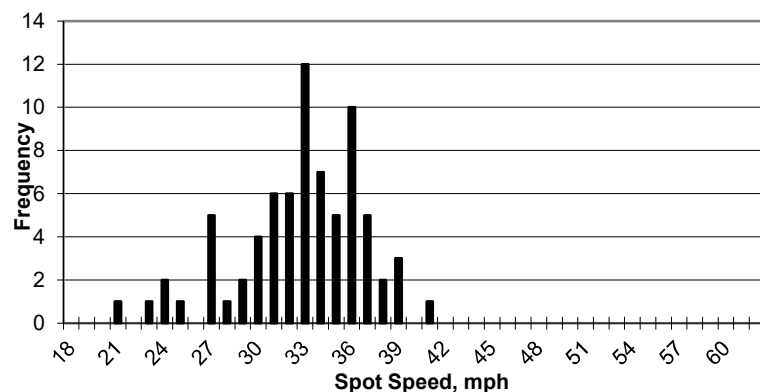
Mean Speed: 33
 Standard Deviation: 4
 Standard error of the mean: 0.46
 50th Percentile: 33
 85th Percentile: 36
 97th Percentile: 39
 10 Mile Pace: 30 to 39
 % of Samples in 10-Mile Pace: 81.08%

Comments:

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Signal St

Location: btw Ojai Ave & Trail

Between: Ojai Valley Trail / Ojai Ave

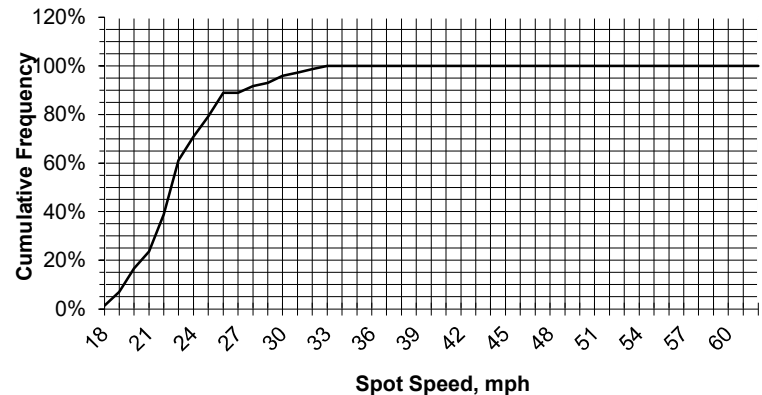
Ref. # 8

Speed	Frequency	Percent	Cumulative Percent
18	1	1.39%	1.39%
19	4	5.56%	6.94%
20	7	9.72%	16.67%
21	5	6.94%	23.61%
22	11	15.28%	38.89%
23	16	22.22%	61.11%
24	7	9.72%	70.83%
25	6	8.33%	79.17%
26	7	9.72%	88.89%
27	0	0.00%	88.89%
28	2	2.78%	91.67%
29	1	1.39%	93.06%
30	2	2.78%	95.83%
31	1	1.39%	97.22%
32	1	1.39%	98.61%
33	1	1.39%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
Total:	72	100%	

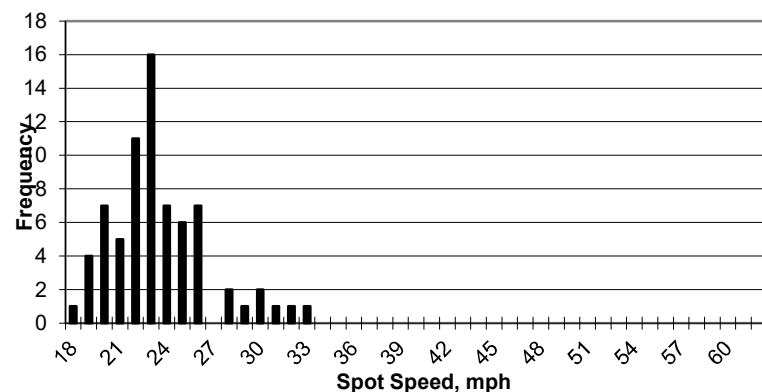
Date: 9/29/2025 Day: Mon
 Weather: Clear
 Hours: 10:50 AM To 11:30 AM
 Recorder: AY
 Posted Speed: None
 Remarks:

DATA ANALYSIS:			
Mean Speed:			23
Standard Deviation:			3
Standard error of the mean:			0.35
50th Percentile:			23
85th Percentile:			26
97th Percentile:			31
10 Mile Pace:	19	to	28
% of Samples in 10-Mile Pace:			90.28%
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

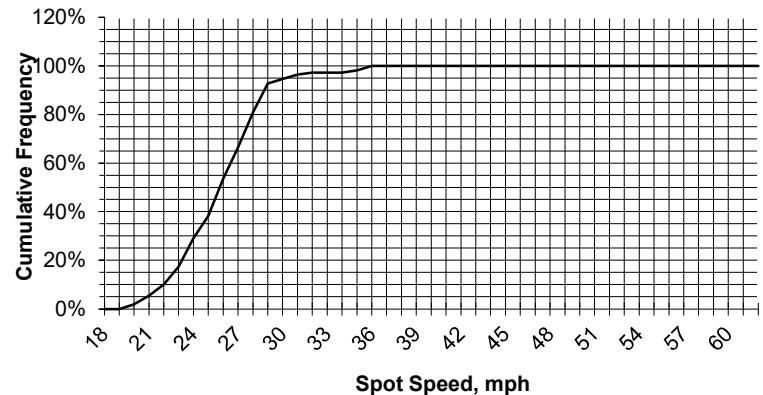
Street: Signal St
 Location: btw Aliso St & Oak St
 Between: Ojai Ave / Oak St Ref. # 9

Speed	Frequency	Percent	Cumulative Percent
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	2	1.82%	1.82%
21	4	3.64%	5.45%
22	5	4.55%	10.00%
23	8	7.27%	17.27%
24	13	11.82%	29.09%
25	10	9.09%	38.18%
26	17	15.45%	53.64%
27	14	12.73%	66.36%
28	16	14.55%	80.91%
29	13	11.82%	92.73%
30	2	1.82%	94.55%
31	2	1.82%	96.36%
32	1	0.91%	97.27%
33	0	0.00%	97.27%
34	0	0.00%	97.27%
35	1	0.91%	98.18%
36	2	1.82%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
Total:	110	100%	

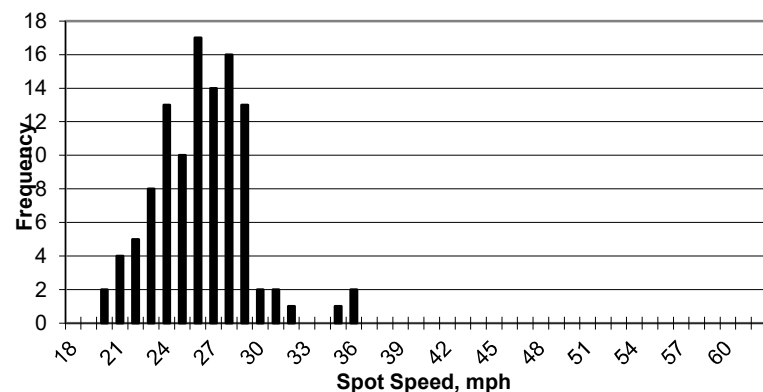
Date: 10/1/2025 Day: Wed
 Weather: Clear
 Hours: 9:30 AM To 10:20 AM
 Recorder: AY
 Posted Speed: None
 Remarks:

DATA ANALYSIS:			
Mean Speed:			<u>26</u>
Standard Deviation:			<u>3</u>
Standard error of the mean:			<u>0.29</u>
50th Percentile:			<u>26</u>
85th Percentile:			<u>29</u>
97th Percentile:			<u>32</u>
10 Mile Pace:	<u>20</u>	to	<u>29</u>
% of Samples in 10-Mile Pace:			<u>92.73%</u>
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

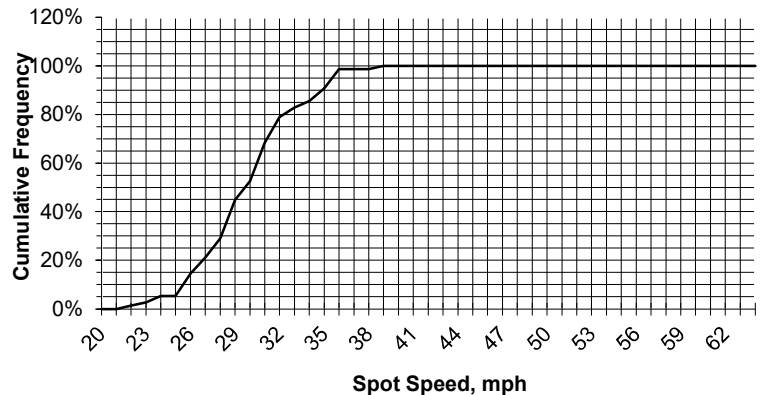
Street: Foothill Rd
Location: n/o El Paseo Rd
Between: El Paseo Rd /El Toro Rd Ref. # 10

Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	1	1.32%	1.32%
23	1	1.32%	2.63%
24	2	2.63%	5.26%
25	0	0.00%	5.26%
26	7	9.21%	14.47%
27	5	6.58%	21.05%
28	6	7.89%	28.95%
29	12	15.79%	44.74%
30	6	7.89%	52.63%
31	12	15.79%	68.42%
32	8	10.53%	78.95%
33	3	3.95%	82.89%
34	2	2.63%	85.53%
35	4	5.26%	90.79%
36	6	7.89%	98.68%
37	0	0.00%	98.68%
38	0	0.00%	98.68%
39	1	1.32%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%
Total:	76	100%	

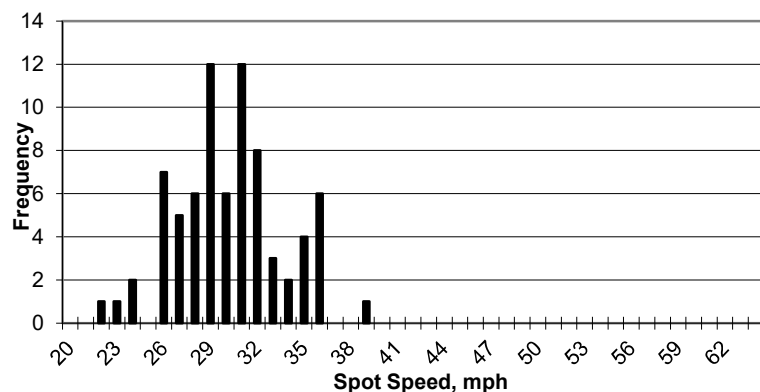
Date: 9/2/2025 **Day:** Tue
Weather: Clear
Hours: 10:00 AM **To** 11:00 AM
Recorder: AY
Posted Speed: 30 & 35
Remarks: _____

DATA ANALYSIS:		
Mean Speed:	<u>30</u>	
Standard Deviation:	<u>3</u>	
Standard error of the mean:	<u>0.34</u>	
50th Percentile:	<u>30</u>	
85th Percentile:	<u>34</u>	
97th Percentile:	<u>36</u>	
10 Mile Pace:	<u>26</u>	<u>35</u>
% of Samples in 10-Mile Pace:	<u>85.53%</u>	
Comments:	_____	

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Foothill Rd
Location: 800' s/o Fairview Rd
Between: El Toro Rd /Fairview Rd Ref. # 11

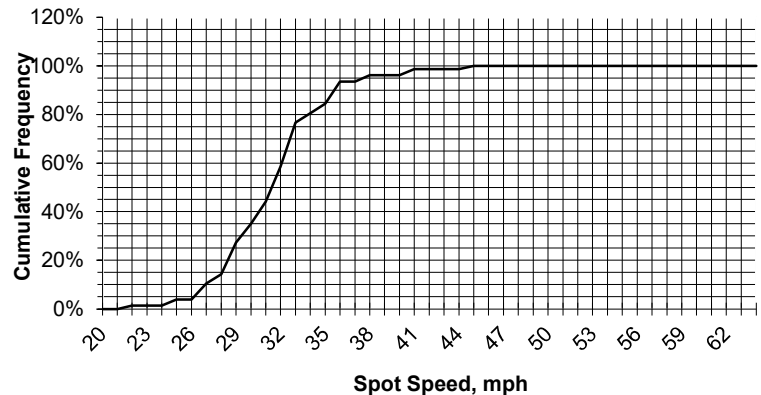
Speed	Frequency	Percent	Cumulative Percent
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	1	1.30%	1.30%
23	0	0.00%	1.30%
24	0	0.00%	1.30%
25	2	2.60%	3.90%
26	0	0.00%	3.90%
27	5	6.49%	10.39%
28	3	3.90%	14.29%
29	10	12.99%	27.27%
30	6	7.79%	35.06%
31	7	9.09%	44.16%
32	11	14.29%	58.44%
33	14	18.18%	76.62%
34	3	3.90%	80.52%
35	3	3.90%	84.42%
36	7	9.09%	93.51%
37	0	0.00%	93.51%
38	2	2.60%	96.10%
39	0	0.00%	96.10%
40	0	0.00%	96.10%
41	2	2.60%	98.70%
42	0	0.00%	98.70%
43	0	0.00%	98.70%
44	0	0.00%	98.70%
45	1	1.30%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
64	0	0.00%	100.00%

Total: 77 100%

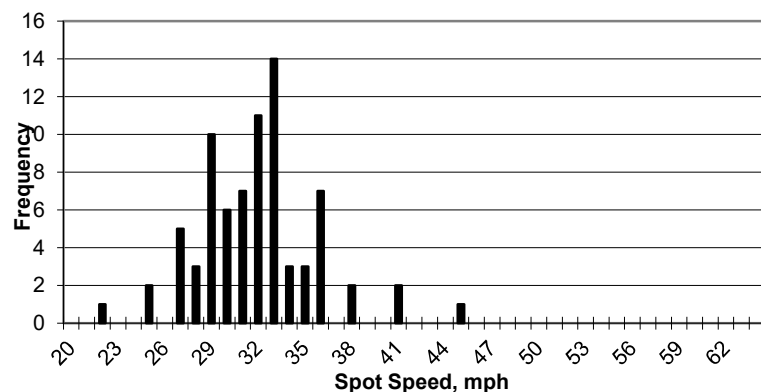
Date: 9/2/2025 **Day:** Tue
Weather: Clear
Hours: 11:00 AM **To** 12:15 PM
Recorder: AY
Posted Speed: 35
Remarks: _____

DATA ANALYSIS:		
Mean Speed:	<u>32</u>	
Standard Deviation:	<u>4</u>	
Standard error of the mean:	<u>0.46</u>	
50th Percentile:	<u>32</u>	
85th Percentile:	<u>36</u>	
97th Percentile:	<u>41</u>	
10 Mile Pace:	<u>27</u>	<u>36</u>
% of Samples in 10-Mile Pace:	<u>89.61%</u>	
Comments:	_____	

Cumulative Frequency Distribution



Frequency Distribution

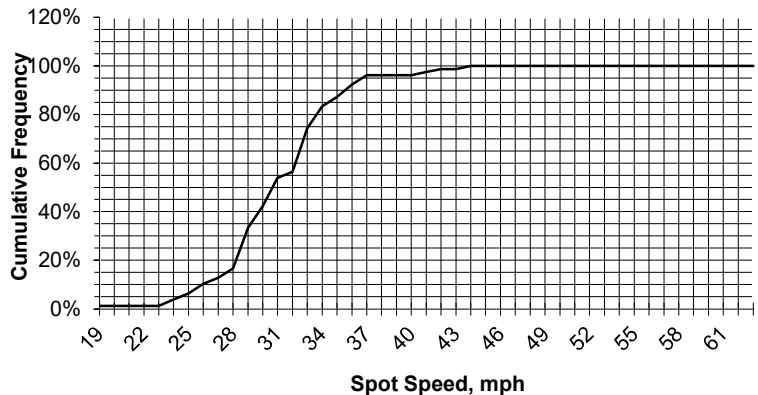


CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

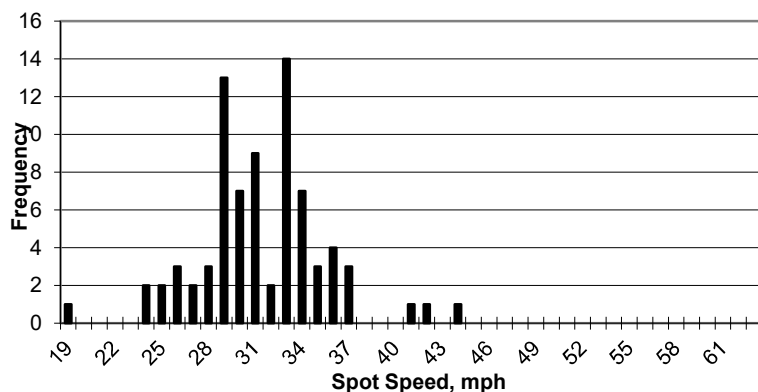
Street: Fairview Rd
Location: e/o Fairview Ct
Between: West City Limit / Foothill Rd Ref. # 12

Speed	Frequency	Percent	Cumulative Percent	Date: <u>9/8/2025</u>	Day: <u>Monday</u>
19	1	1.28%	1.28%	Weather: <u>Clear</u>	
20	0	0.00%	1.28%	Hours: <u>4:45 PM</u>	To <u>6:00 PM</u>
21	0	0.00%	1.28%	Recorder: <u>AY</u>	
22	0	0.00%	1.28%	Posted Speed: <u>35</u>	
23	0	0.00%	1.28%	Remarks:	
24	2	2.56%	3.85%		
25	2	2.56%	6.41%		
26	3	3.85%	10.26%		
27	2	2.56%	12.82%	DATA ANALYSIS:	
28	3	3.85%	16.67%	Mean Speed:	<u>31</u>
29	13	16.67%	33.33%	Standard Deviation:	<u>4</u>
30	7	8.97%	42.31%	Standard error of the mean:	<u>0.45</u>
31	9	11.54%	53.85%	50th Percentile:	<u>31</u>
32	2	2.56%	56.41%	85th Percentile:	<u>35</u>
33	14	17.95%	74.36%	97th Percentile:	<u>41</u>
34	7	8.97%	83.33%	10 Mile Pace:	<u>28</u> to <u>37</u>
35	3	3.85%	87.18%	% of Samples in 10-Mile Pace:	<u>83.33%</u>
36	4	5.13%	92.31%	Comments:	
37	3	3.85%	96.15%		
38	0	0.00%	96.15%		
39	0	0.00%	96.15%		
40	0	0.00%	96.15%		
41	1	1.28%	97.44%		
42	1	1.28%	98.72%		
43	0	0.00%	98.72%		
44	1	1.28%	100.00%		
45	0	0.00%	100.00%		
46	0	0.00%	100.00%		
47	0	0.00%	100.00%		
48	0	0.00%	100.00%		
49	0	0.00%	100.00%		
50	0	0.00%	100.00%		
51	0	0.00%	100.00%		
52	0	0.00%	100.00%		
53	0	0.00%	100.00%		
54	0	0.00%	100.00%		
55	0	0.00%	100.00%		
56	0	0.00%	100.00%		
57	0	0.00%	100.00%		
58	0	0.00%	100.00%		
59	0	0.00%	100.00%		
60	0	0.00%	100.00%		
61	0	0.00%	100.00%		
62	0	0.00%	100.00%		
63	0	0.00%	100.00%		
Total:	78	100%			

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Grand Ave

Location: e/o Daly Rd

Between: Signal St / Fulton St

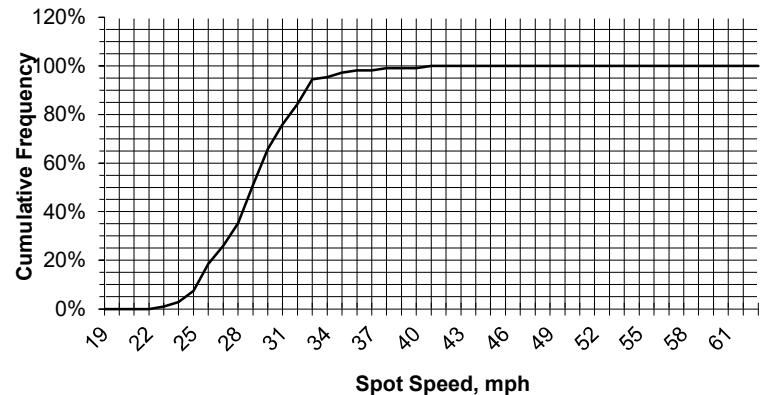
Ref. # 13

Speed	Frequency	Percent	Cumulative Percent
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	0.93%	0.93%
24	2	1.85%	2.78%
25	5	4.63%	7.41%
26	12	11.11%	18.52%
27	8	7.41%	25.93%
28	10	9.26%	35.19%
29	17	15.74%	50.93%
30	16	14.81%	65.74%
31	11	10.19%	75.93%
32	9	8.33%	84.26%
33	11	10.19%	94.44%
34	1	0.93%	95.37%
35	2	1.85%	97.22%
36	1	0.93%	98.15%
37	0	0.00%	98.15%
38	1	0.93%	99.07%
39	0	0.00%	99.07%
40	0	0.00%	99.07%
41	1	0.93%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
Total:	108	100%	

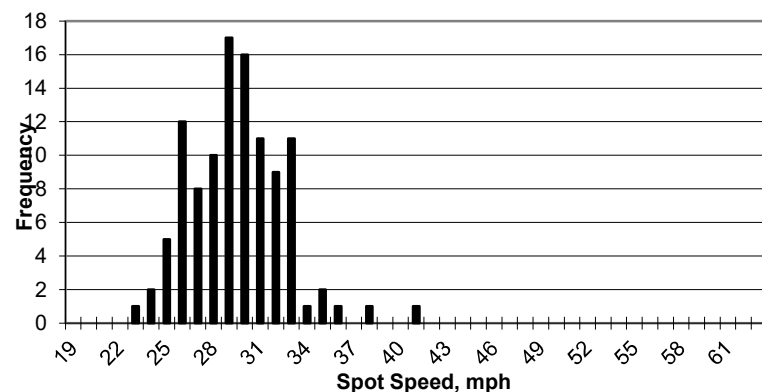
Date: 9/24/2025 Day: Wed
 Weather: Clear
 Hours: 11:35 AM To 12:10 PM
 Recorder: AY
 Posted Speed: 30
 Remarks:

DATA ANALYSIS:		
Mean Speed:	<u>30</u>	
Standard Deviation:	<u>3</u>	
Standard error of the mean:	<u>0.29</u>	
50th Percentile:	<u>29</u>	
85th Percentile:	<u>33</u>	
97th Percentile:	<u>35</u>	
10 Mile Pace:	<u>24</u>	<u>33</u>
% of Samples in 10-Mile Pace:	<u>93.52%</u>	
Comments:		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

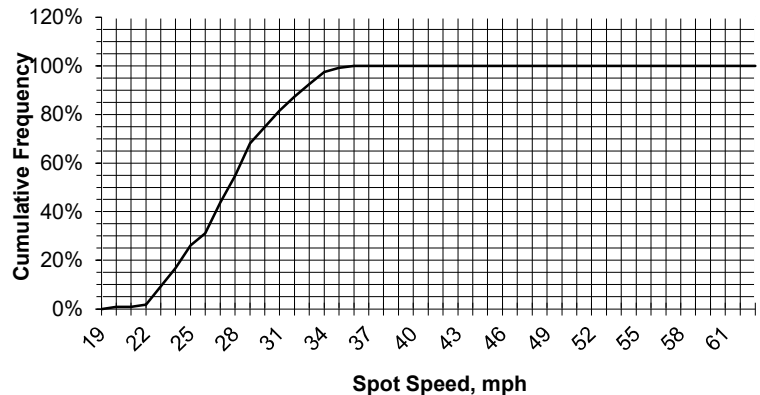
Street: Grand Ave
 Location: w/o Grandview Ave
 Between: Fulton St / Golden W Ave Ref. # 14

Speed	Frequency	Percent	Cumulative Percent
19	0	0.00%	0.00%
20	1	0.84%	0.84%
21	0	0.00%	0.84%
22	1	0.84%	1.68%
23	9	7.56%	9.24%
24	9	7.56%	16.81%
25	11	9.24%	26.05%
26	6	5.04%	31.09%
27	15	12.61%	43.70%
28	13	10.92%	54.62%
29	16	13.45%	68.07%
30	8	6.72%	74.79%
31	8	6.72%	81.51%
32	7	5.88%	87.39%
33	6	5.04%	92.44%
34	6	5.04%	97.48%
35	2	1.68%	99.16%
36	1	0.84%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
Total:	119	100%	

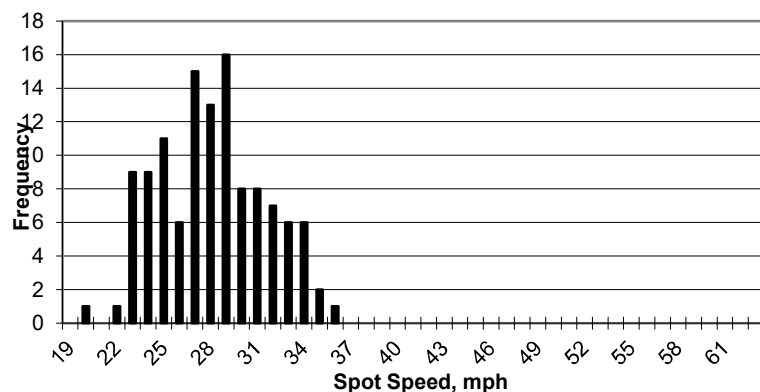
Date: 9/24/2025 Day: Wed
 Weather: Clear
 Hours: 10:55 AM To 11:30 AM
 Recorder: AY
 Posted Speed: 30
 Remarks:

DATA ANALYSIS:			
Mean Speed:			28
Standard Deviation:			3
Standard error of the mean:			0.28
50th Percentile:			28
85th Percentile:			32
97th Percentile:			34
10 Mile Pace:	23	to	32
% of Samples in 10-Mile Pace:			85.71%
Comments:			

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Grand Ave

Location: e/o Gridley Rd

Between: Golden W Ave / East City Limit

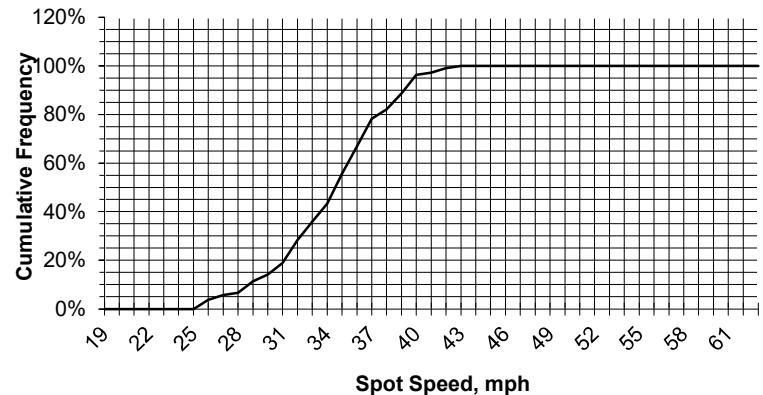
Ref. # 15

Speed	Frequency	Percent	Cumulative Percent
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	4	3.77%	3.77%
27	2	1.89%	5.66%
28	1	0.94%	6.60%
29	5	4.72%	11.32%
30	3	2.83%	14.15%
31	5	4.72%	18.87%
32	10	9.43%	28.30%
33	8	7.55%	35.85%
34	8	7.55%	43.40%
35	13	12.26%	55.66%
36	12	11.32%	66.98%
37	12	11.32%	78.30%
38	4	3.77%	82.08%
39	7	6.60%	88.68%
40	8	7.55%	96.23%
41	1	0.94%	97.17%
42	2	1.89%	99.06%
43	1	0.94%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%
Total:	106	100%	

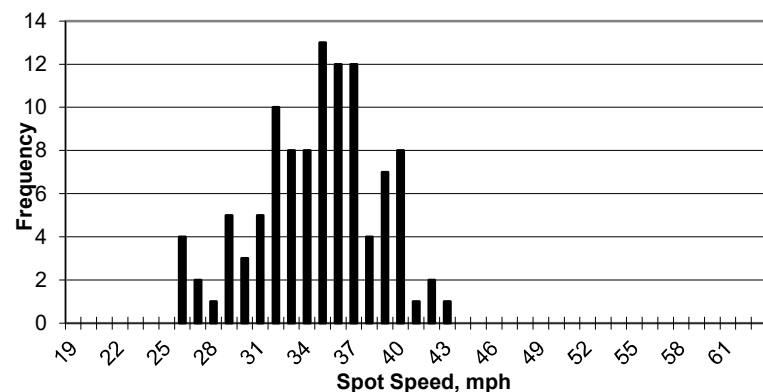
Date: 9/24/2025 Day: Wed
 Weather: Clear
 Hours: 9:30 AM To 10:47 AM
 Recorder: AY
 Posted Speed: 30
 Remarks:

DATA ANALYSIS:	
Mean Speed:	<u>35</u>
Standard Deviation:	<u>4</u>
Standard error of the mean:	<u>0.39</u>
50th Percentile:	<u>35</u>
85th Percentile:	<u>39</u>
97th Percentile:	<u>41</u>
10 Mile Pace:	<u>31</u> to <u>40</u>
% of Samples in 10-Mile Pace:	<u>82.08%</u>
Comments:	

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Cuyama Rd
Location: 750' e/o Hwy 33
Between: Maricopa Hwy / Del Norte Rd Ref. # 16

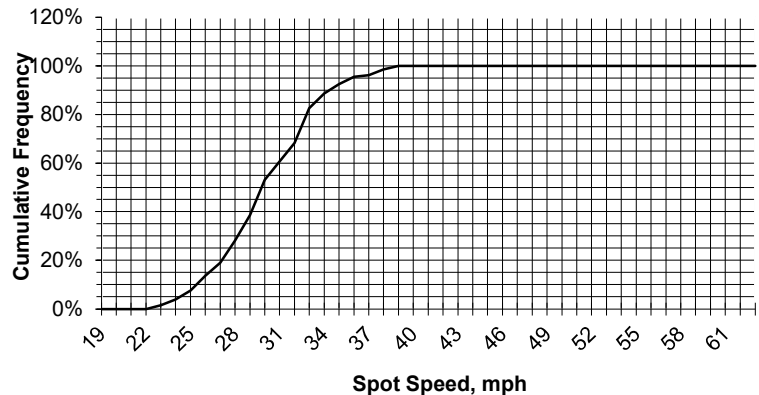
Speed	Frequency	Percent	Cumulative Percent
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	2	1.52%	1.52%
24	3	2.27%	3.79%
25	5	3.79%	7.58%
26	8	6.06%	13.64%
27	7	5.30%	18.94%
28	12	9.09%	28.03%
29	14	10.61%	38.64%
30	19	14.39%	53.03%
31	10	7.58%	60.61%
32	10	7.58%	68.18%
33	19	14.39%	82.58%
34	8	6.06%	88.64%
35	5	3.79%	92.42%
36	4	3.03%	95.45%
37	1	0.76%	96.21%
38	3	2.27%	98.48%
39	2	1.52%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
61	0	0.00%	100.00%
62	0	0.00%	100.00%
63	0	0.00%	100.00%

Total: 132 100%

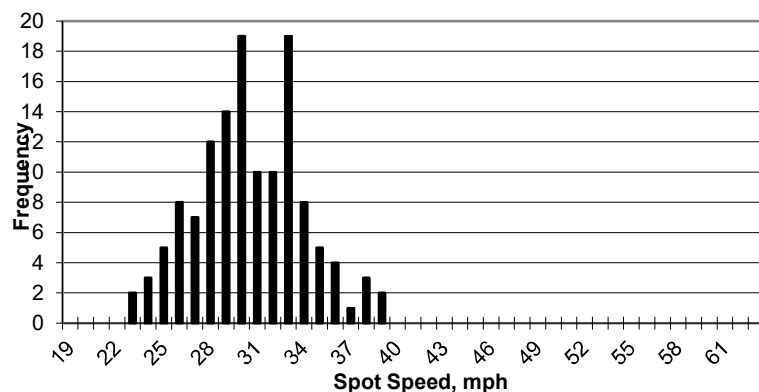
Date: 9/8/2025 **Day:** Mon
Weather: Clear
Hours: 3:00 PM **To** 3:40 PM
Recorder: AY
Posted Speed: 30
Remarks: _____

DATA ANALYSIS:			
Mean Speed:		<u>31</u>	
Standard Deviation:		<u>3</u>	
Standard error of the mean:		<u>0.26</u>	
50th Percentile:		<u>30</u>	
85th Percentile:		<u>34</u>	
97th Percentile:		<u>38</u>	
10 Mile Pace:	<u>25</u>	<u>to</u>	<u>34</u>
% of Samples in 10-Mile Pace:		<u>84.85%</u>	
Comments:	_____		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

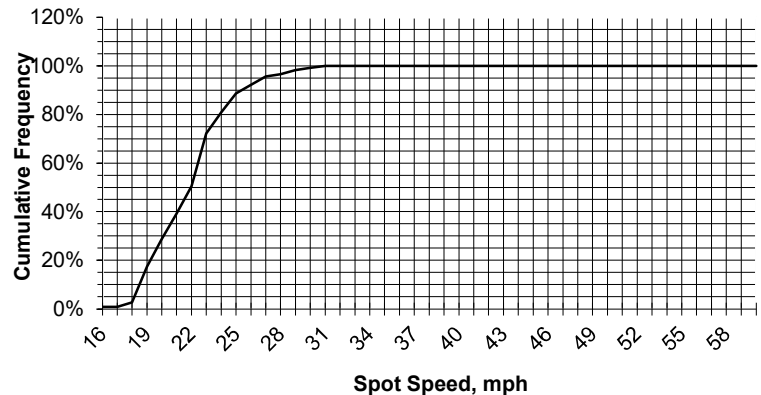
Street: Cuyama Rd
Location: Btw Del Norte / Sierra Rd
Between: Del Norte Rd / Chico Rd Ref. # 17

Speed	Frequency	Percent	Cumulative Percent
16	1	0.87%	0.87%
17	0	0.00%	0.87%
18	2	1.74%	2.61%
19	17	14.78%	17.39%
20	13	11.30%	28.70%
21	12	10.43%	39.13%
22	13	11.30%	50.43%
23	25	21.74%	72.17%
24	10	8.70%	80.87%
25	9	7.83%	88.70%
26	4	3.48%	92.17%
27	4	3.48%	95.65%
28	1	0.87%	96.52%
29	2	1.74%	98.26%
30	1	0.87%	99.13%
31	1	0.87%	100.00%
32	0	0.00%	100.00%
33	0	0.00%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
Total:	115	100%	

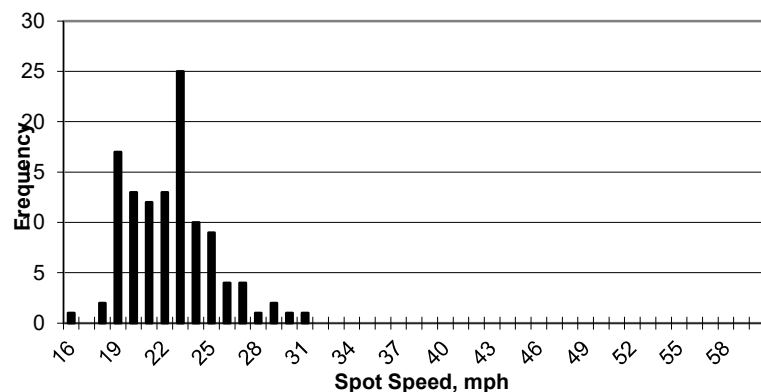
Date: 9/8/2025 **Day:** Mon
Weather: Clear
Hours: 3:45 PM **To** 4:15 PM
Recorder: AY
Posted Speed: Residential
Remarks: _____

DATA ANALYSIS:			
Mean Speed:		<u>22</u>	
Standard Deviation:		<u>3</u>	
Standard error of the mean:		<u>0.28</u>	
50th Percentile:		<u>22</u>	
85th Percentile:		<u>25</u>	
97th Percentile:		<u>29</u>	
10 Mile Pace:	<u>18</u>	<u>to</u>	<u>27</u>
% of Samples in 10-Mile Pace:		<u>94.78%</u>	
Comments:	_____		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: El Paseo Rd
Location: 500' e/o Ojai Ave
Between: Ojai Ave (W) / Foothill Rd Ref. # 18

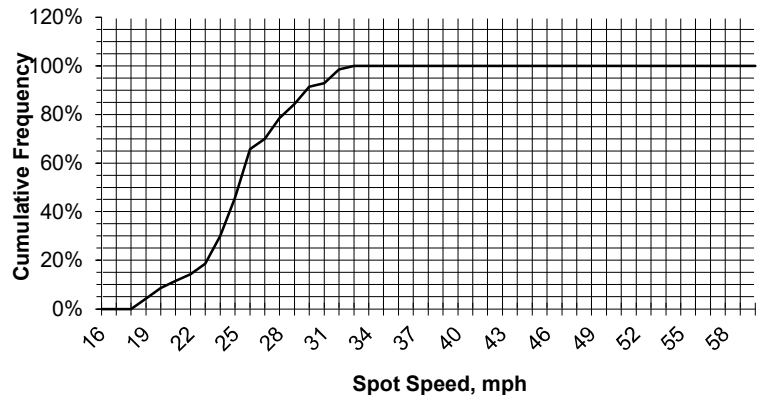
Speed	Frequency	Percent	Cumulative Percent
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	3	4.29%	4.29%
20	3	4.29%	8.57%
21	2	2.86%	11.43%
22	2	2.86%	14.29%
23	3	4.29%	18.57%
24	8	11.43%	30.00%
25	11	15.71%	45.71%
26	14	20.00%	65.71%
27	3	4.29%	70.00%
28	6	8.57%	78.57%
29	4	5.71%	84.29%
30	5	7.14%	91.43%
31	1	1.43%	92.86%
32	4	5.71%	98.57%
33	1	1.43%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%

Total: 70 100%

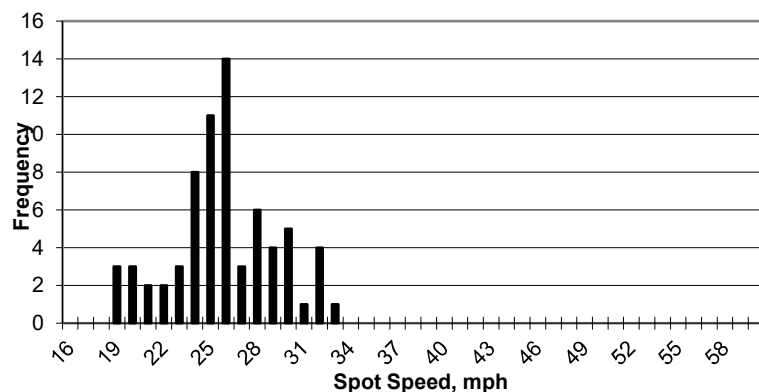
Date: 9/2/2025 **Day:** Tue
Weather: Clear
Hours: 12:45 PM **To** 2:15 PM
Recorder: AY
Posted Speed: one / School (15)
Remarks: _____

DATA ANALYSIS:			
Mean Speed:		<u>26</u>	
Standard Deviation:		<u>3</u>	
Standard error of the mean:		<u>0.36</u>	
50th Percentile:		<u>26</u>	
85th Percentile:		<u>30</u>	
97th Percentile:		<u>32</u>	
10 Mile Pace:	<u>23</u>	<u>to</u>	<u>32</u>
% of Samples in 10-Mile Pace:		<u>84.29%</u>	
Comments:	_____		

Cumulative Frequency Distribution



Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

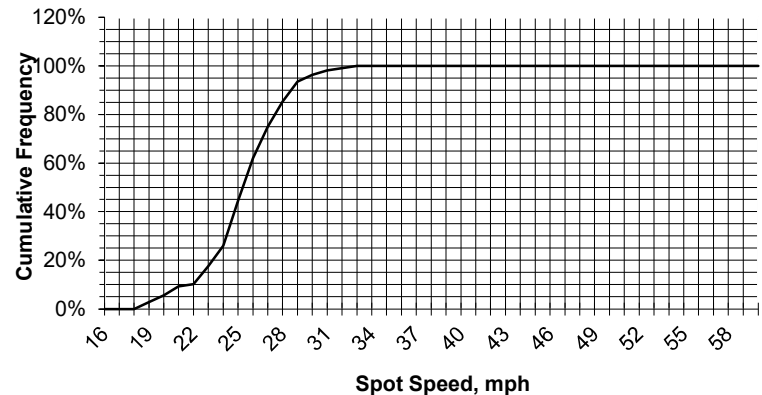
Street: Aliso St
 Location: w/o Rincon St
 Between: Foothill Rd / Signal St Ref. # 19

Speed	Frequency	Percent	Cumulative Percent
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	3	2.78%	2.78%
20	3	2.78%	5.56%
21	4	3.70%	9.26%
22	1	0.93%	10.19%
23	8	7.41%	17.59%
24	9	8.33%	25.93%
25	20	18.52%	44.44%
26	19	17.59%	62.04%
27	14	12.96%	75.00%
28	11	10.19%	85.19%
29	9	8.33%	93.52%
30	3	2.78%	96.30%
31	2	1.85%	98.15%
32	1	0.93%	99.07%
33	1	0.93%	100.00%
34	0	0.00%	100.00%
35	0	0.00%	100.00%
36	0	0.00%	100.00%
37	0	0.00%	100.00%
38	0	0.00%	100.00%
39	0	0.00%	100.00%
40	0	0.00%	100.00%
41	0	0.00%	100.00%
42	0	0.00%	100.00%
43	0	0.00%	100.00%
44	0	0.00%	100.00%
45	0	0.00%	100.00%
46	0	0.00%	100.00%
47	0	0.00%	100.00%
48	0	0.00%	100.00%
49	0	0.00%	100.00%
50	0	0.00%	100.00%
51	0	0.00%	100.00%
52	0	0.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
55	0	0.00%	100.00%
56	0	0.00%	100.00%
57	0	0.00%	100.00%
58	0	0.00%	100.00%
59	0	0.00%	100.00%
60	0	0.00%	100.00%
Total:	108	100%	

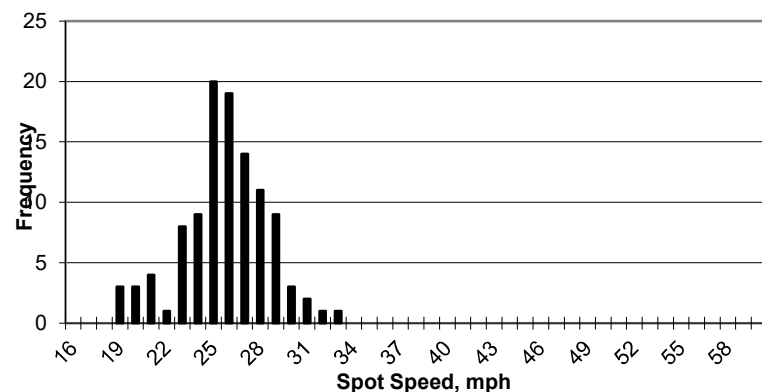
Date: 10/1/2025 Day: Wed
 Weather: Clear
 Hours: 11:20 AM To 12:00 PM
 Recorder: AY
 Posted Speed: None
 Remarks:

DATA ANALYSIS:		
Mean Speed:	26	
Standard Deviation:	3	
Standard error of the mean:	0.29	
50th Percentile:	26	
85th Percentile:	28	
97th Percentile:	31	
10 Mile Pace:	20	to 29
% of Samples in 10-Mile Pace:	90.74%	
Comments:		

Cumulative Frequency Distribution



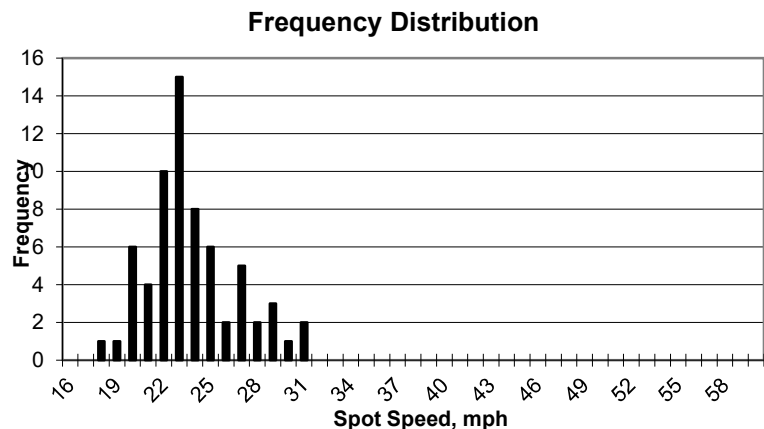
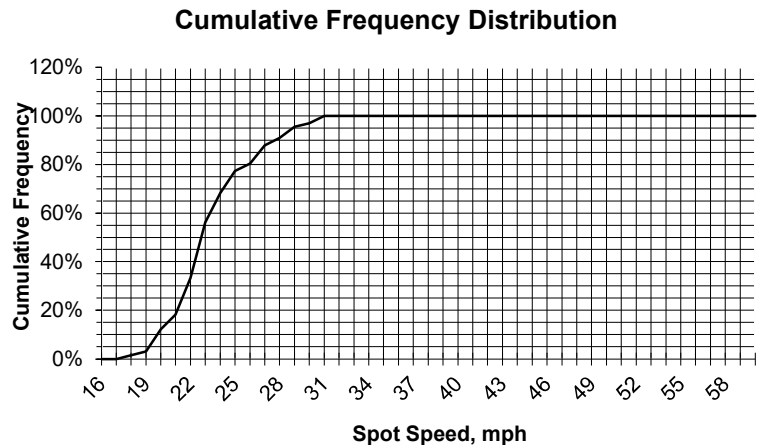
Frequency Distribution



CITY OF OJAI - SPOT SPEED SURVEY (RADAR SURVEY)

Street: Aliso St
Location: at Lion St
Between: Signal St / Montgomery St Ref. # 20

Speed	Frequency	Percent	Cumulative Percent	Date: <u>10/1/2025</u>	Day: <u>Wed</u>
16	0	0.00%	0.00%	Weather: <u>Clear</u>	
17	0	0.00%	0.00%	Hours: <u>10:30 AM</u>	To <u>11:15 AM</u>
18	1	1.52%	1.52%	Recorder: <u>AY</u>	
19	1	1.52%	3.03%	Posted Speed: <u>None</u>	
20	6	9.09%	12.12%	Remarks:	
21	4	6.06%	18.18%		
22	10	15.15%	33.33%		
23	15	22.73%	56.06%	DATA ANALYSIS: Mean Speed: <u>24</u> Standard Deviation: <u>3</u> Standard error of the mean: <u>0.37</u> 50th Percentile: <u>23</u> 85th Percentile: <u>27</u> 97th Percentile: <u>31</u> 10 Mile Pace: <u>20</u> to <u>29</u> % of Samples in 10-Mile Pace: <u>92.42%</u>	
24	8	12.12%	68.18%		
25	6	9.09%	77.27%		
26	2	3.03%	80.30%		
27	5	7.58%	87.88%		
28	2	3.03%	90.91%		
29	3	4.55%	95.45%		
30	1	1.52%	96.97%		
31	2	3.03%	100.00%		
32	0	0.00%	100.00%		
33	0	0.00%	100.00%	Comments: 	
34	0	0.00%	100.00%		
35	0	0.00%	100.00%		
36	0	0.00%	100.00%		
37	0	0.00%	100.00%		
38	0	0.00%	100.00%		
39	0	0.00%	100.00%		
40	0	0.00%	100.00%		
41	0	0.00%	100.00%		
42	0	0.00%	100.00%		
43	0	0.00%	100.00%		
44	0	0.00%	100.00%		
45	0	0.00%	100.00%		
46	0	0.00%	100.00%		
47	0	0.00%	100.00%		
48	0	0.00%	100.00%		
49	0	0.00%	100.00%		
50	0	0.00%	100.00%		
51	0	0.00%	100.00%		
52	0	0.00%	100.00%		
53	0	0.00%	100.00%		
54	0	0.00%	100.00%		
55	0	0.00%	100.00%		
56	0	0.00%	100.00%		
57	0	0.00%	100.00%		
58	0	0.00%	100.00%		
59	0	0.00%	100.00%		
60	0	0.00%	100.00%		
Total:		66	100%		





KUSTOM SIGNALS, INC.

1010 WEST CHESTNUT, PO BOX 947 CHANUTE, KS 66720-0947

CERTIFICATE OF CALIBRATION

This is to certify that on the 5th day of August, 2025, the instrument listed below was tested and found to meet the manufacturer's specifications of accuracy.

Manufacturer: Kustom Signals, Inc.

Model: Falcon HR

Serial Number:

Transmitter Frequency Measured

Indicator FH13695

Antenna 1 FH13695

24.126

GHz

Antenna 2 N/A

N/A

GHz

(Frequency tolerance allowed : K-Band 24.050 - 24.250 GHz, Ka-Band 35.400 - 35.600 GHz)

Calibration Speed

Speed Registered

30

MPH

30

MPH

55

MPH

55

MPH

80

MPH

80

MPH

FREQUENCIES CHECKED USING HEWLETT PACKARD FREQUENCY COUNTER
FREQUENCY COUNTER MODEL: 5352B SERIAL NUMBER: 2816A00487

The instrument(s) used to certify the accuracy of the above device has been calibrated within the previous year and is traceable to the National Institute of Standards and Technology.

Calibration performed by Technician:

Jadyn Maloney

Calibration procedures verified by Jadyn Maloney

whose FCC license number is:

PG00078608

and has an expiration date of:

NO EXPIRATION DATE

Subscribed and sworn to me this 5th day of August, 2025



Jakki L. Wade
Notary Public



CITY OF OJAI

ORDINANCE NO. 970

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF OJAI, CALIFORNIA, ADOPTING THE 2025
CITYWIDE ENGINEERING AND TRAFFIC SURVEY
AND RETAINING, ESTABLISHING, OR DECREASING
POSTED SPEED LIMITS ON CERTAIN STREETS**

WHEREAS, California Vehicle Code (“CVC”) Sections 22357 and 22358 establish the legal right for a local agency to utilize Engineering and Traffic Surveys to establish prima facie speed limits on local roads by ordinance in order to facilitate the orderly movement of traffic in a manner that is reasonable and safe; and

WHEREAS, Section 3-2.503 of the Ojai Municipal Code requires the City Council to designate any speed limits based upon an appropriate traffic engineering and survey data analyses; and

WHEREAS, the firm of LSY Enterprise, Inc. has prepared the October 2025 Citywide Engineering and Traffic Survey (“2025 E&TS”); and

WHEREAS, the 2025 E&TS recommendations are based on a thorough evaluation of available data and are the most appropriate limits to facilitate the orderly and safe movement of traffic; and

WHEREAS, the posted speed limits are: 30 miles per hour (“mph”) on Del Norte Road from Ojai Ave to Cuyama Road; 25 mph on Montgomery Street from Ojai Ave to Ojai Valley Trail; 25 mph on Montgomery Street from Ojai Valley Trail to Ventura Street; 35 mph on Country Club Drive from South City Limit to Amber Lane; 35 mph on Country Club Drive from Amber Lane to Ojai Avenue; 30/35 mph on Foothill Road from El Paseo to El Toro Road; 35 mph on Foothill Road from El Toro Road to Fairview Road; 35 mph on Fairview Road from West City Limit to Foothill Road; 30 mph on Grand Avenue from Signal Street to Fulton Street; 30 mph on Grand Avenue from Fulton Street to Golden W Avenue; 30 mph on Grand Avenue from Golden W Avenue to East City Limit; and 30 mph on Cuyama Road from Maricopa Highway (33) to Del Norte Road; and

WHEREAS, there are no posted speed limits on: Montgomery Street from Ojai Avenue to Oak Street; Ventura Street from Ojai Avenue to Ojai Valley Trail; Signal Street from Ojai Valley Trail to Ojai Avenue; Signal Street from Ojai Avenue to Oak Street; Cuyama Road from Del Norte Road to Chico Road; El Paseo Road from Ojai Avenue (W) to Foothill Rd; Aliso Street from Foothill Road to Signal Street; and Aliso Street from Signal Street to Montgomery Street; and

WHEREAS, in accordance with the California Manual of Uniform Traffic Control Devices 2014 Edition, Revision 9 (CA MUTCD), CVC Sections 627, 22357, 22358 and 40802, and the CVC sections identified herein, the 2025 E&TS recommends the following:

1. No changes in speed limits on these street segments: Del Norte Road from Ojai Avenue to Cuyama Road (CVC 22358.8(a)); Montgomery Street from Ojai Ave to Ojai Valley Trail (CVC 22358.6); Montgomery Street from Ojai Valley Trail to Ventura Street (CVC 22358.7(a) and CVC 22358.8(a)); Grand Avenue from Signal Street to Fulton Street (CVC 22358.6); Grand Avenue from Fulton Street to Golden W Avenue (CVC 22358.6); Grand Avenue from Golden W Avenue to East City Limit (CVC 22358.7(a) and CVC 22358.8(a)); and Cuyama Road from Maricopa Highway (33) to Del Norte Road (CVC 22358.6); and
2. Decrease the posted speed limit from 35 mph to 30 mph on the following street segments in accordance with the provisions identified herein: Country Club Drive from South City Limit to Amber Lane (CVC 22358.6); Country Club Drive from Amber Lane to Ojai Avenue (CVC 22358.7(a)); Foothill Road from El Toro Road to Fairview Road (CVC 22358.7(a)); and Fairview Road from West City Limit to Foothill Road (CVC 22358.7(a)); and
3. Retain a portion of and decrease a portion of the posted speed limits on Foothill Road from El Paseo to El Toro Road from 30/35 mph to 30 mph (CVC 22358.6); and
4. Post and establish a 25 mph speed limit on these street segments where no speed limit is posted: Montgomery Street from Ojai Avenue to Oak Street (CVC 22358.6); Ventura Street from Ojai Avenue to Ojai Valley Trail (CVC 22358.6); Signal Street from Ojai Valley Trail to Ojai Avenue (CVC 22358.6); Signal Street from Ojai Avenue to Oak Street (CVC 22358.6); El Paseo Road from Ojai Ave (W) to Foothill Road to (CVC 22358.7(a)); Aliso Street from Foothill Road to Signal Street (CVC 22358.6); and Aliso Street from Signal Street to Montgomery Street (CVC 22358.6); and
5. Decrease and post a 20 mph speed limit on Cuyama Road from Del Norte Road to Chico Road where no speed limit is posted (CVC 22358).

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, DOES HEREBY ORDAIN, AS FOLLOWS:

SECTION 1. The Recitals are true and correct and are hereby incorporated and adopted as findings and determinations by the City Council as if fully set forth herein.

SECTION 2. The City Council hereby adopts the LSY Enterprise, Inc. October 2025 Citywide Engineering and Traffic Survey (“2025 E&TS”) and all findings therein, attached hereto as and incorporated by this reference.

SECTION 3. The City Council hereby retains the posted speed limit on these streets in both directions at 30 miles per hour: Del Norte Road from Ojai Avenue to Cuyama Road; Grand Avenue from Signal Street to Fulton Street; Grand Avenue from Fulton Street to Golden W Avenue; Grand Avenue from Golden W Avenue to East City Limit; and Cuyama Road from Maricopa Highway (33) to Del Norte Road.

SECTION 4. The City Council hereby retains the posted speed limit on these streets in both directions at 25 miles per hour: Montgomery Street from Ojai Ave to Ojai Valley Trail; and Montgomery Street from Ojai Valley Trail to Ventura St.

SECTION 5. The City Council hereby modifies the posted speed limit of these streets in both directions as follows: Country Club Drive from South City Limit to Amber Lane from 35 mph to 30 mph; Country Club Drive from Amber Lane to Ojai Avenue from 35 mph to 30 mph; Foothill Road from El Paseo to El Toro Road to retain and decrease from 30/35 mph to 30 mph; Foothill Road from El Toro Road to Fairview Road from 35 mph to 30 mph; Fairview Road from West City Limit to Foothill Road from 35 mph to 30 mph; Montgomery Street from Ojai Avenue to Oak Street from not posted to 25 mph; Ventura Street from Ojai Avenue to Ojai Valley Trail from not posted to 25 mph; Signal Street from Ojai Valley Trail to Ojai Avenue from not posted to 25 mph; Signal Street from Ojai Avenue to Oak Street from not posted to 25 mph; El Paseo Road from Ojai Avenue (W) to Foothill Road to from not posted to 25 mph; Aliso Street from Foothill Road to Signal Street from not posted to 25 mph; Aliso Street from Signal Street to Montgomery Street from not posted to 25 mph; and Cuyama Rd from Del Norte Road to Chico Road from not posted to 20 mph.

SECTION 6. The speed limits designated in this Ordinance shall become effective as of the Effective Date and when appropriate signs giving notice thereof are erected upon the streets specified.

SECTION 7. Environmental Determination. The City Council hereby finds that the adoption of this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3) Section 15061(b)(3). The ordinance is being adopted in accordance with the requirements of California Vehicle Code Sections 22357 and 22358 authorizing local agencies to establish prima facie speed limits on local roads based on Engineering and Traffic Surveys. Engineering and Traffic Surveys determine the 85th percentile speed and recommend speed limits to facilitate safe, reasonable, and orderly movement of traffic. It can therefore be seen with certainty that there is no possibility that the adoption of this ordinance may have a significant effect on the environment.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional on their face or as applied.

SECTION 5. Certification. The City Clerk shall cause this Ordinance to be published as required by law, and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

SECTION 6. Effective Date. This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937.

PASSED, APPROVED and ADOPTED this 27th day of January, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

Date

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Ojai held on January 13, 2026 and adopted at a regular meeting held on January 27, 2026 by the following vote:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Ojai on this 27th day of January 2026.

Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT A

LSY Enterprise, Inc.
October 2025 Citywide Engineering and Traffic Survey



Administrative Report

TO: HONORABLE CITY COUNCIL

FROM: Ben Harvey, City Manager
Lindy Palmer, Public Works Director

MEETING DATE: January 27, 2026

SUBJECT: 2025 Downtown and Arcade Parking Lots, Project No. ST-3031 - Resolution Accepting Improvements and Authorizing Filing of a Notice of Completion

RECOMMENDATION

That the City Council adopt a resolution accepting improvements and authorizing the Mayor to sign the Notice of Completion for the 2025 Downtown and Arcade Parking Lots, Project No. ST-3031.

DISCUSSION

On August 12, 2025, the City Council awarded a Public Works Contract to J&H Engineering, Inc., for ST-3031, in the amount of \$315,830.00 for construction of this project. The construction started on September 2, 2025, and was completed on December 11, 2025. Two contract change orders were issued for the project in the amount of \$80,891 due to additional and unforeseen work required during construction, bringing the total cost of construction to \$396,721.00, which was within the project budget.

Staff recommend adopting a resolution accepting improvements and authorizing the Mayor to sign the Notice of Completion. The Notice of Completion directs the City Clerk to record the notice with the Ventura County Clerk Recorder.

OPTIONS

1. Adopt resolution accepting improvements and authorizing the Mayor to sign the Notice of Completion.
2. Provide alternate direction to staff.

FISCAL IMPACT

There are no fiscal impacts associated with filing the Notice of Completion with the Ventura County Clerk Recorder.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S):

- A. Resolution No. 26-XX
- B. Notice of Completion for ST-3031 to File with the County Clerk Recorder

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City Clerk
City of Ojai
401 S Ventura St
Ojai, CA 93023

Complimentary recording request pursuant to
Government Code § 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Notice of Completion

NOTICE is hereby given that:

1. The Undersigned is owner of the interest stated below in the property hereinafter described.
2. The NAME (including that of the undersigned), ADDRESS and NATURE OF TITLE of every person owning any interest in such property is as follows:

City of Ojai

401 S Ventura St, Ojai, CA 93023

Municipality

(NAME OF UNDERSIGNED)

3. The names and addresses of the transferors of the undersigned owner: (to be shown if the undersigned is a successor in interest of the owner who caused the improvement to be constructed, etc.)
4. A work of improvement on the property hereinafter described was COMPLETED ON December 11, 2025
5. The name of the CONTRACTOR for such work of improvement was J&H Engineering, Inc.
- (If no Contractor, insert "NONE")
6. The property on which said work of improvement was completed is in the City of Ojai, county of Ventura State of California, and is described as follows:

Brief Description of Project and Location:

Downtown and Arcade Parking Lots: St-3031

7. The street address of said property is: 408 S. Signal St. and 101-145 E. Matilija St.

Dated: January 27, 2026

Signature of
Owner or
Owners }

Mayor
City of Ojai

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the Mayor of the aforesaid interest or estate in
("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.")

the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

January 27, 2026

Ojai, CA

(Signature of person signing on behalf of owner)
Mayor
City of Ojai

**CITY OF OJAI
RESOLUTION NO. 26-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
OJAI ACCEPTING IMPROVEMENTS FOR THE 2025
DOWNTOWN AND ARCADE PARKING LOTS (ST-3031)**

The City Council of the City of Ojai resolves as follows:

SECTION 1: The City Council of the City of Ojai finds and declares as follows:

A. On August 12, 2025, a contract was executed with J&H Engineering, Inc. for the 2025 Downtown and Arcade Parking Lots, Project No. ST-3031.

B. Nationwide Mutual Insurance Company, Performance/Payment Bond No. 7901271832 in the amount of \$315,830.00, was posted by J&H Engineering, Inc. to guarantee completion of said improvements and to guarantee improvements for the required maintenance period of one year.

C. The Public Works Director has recommended acceptance of said improvements.

SECTION 2: The Mayor is authorized to sign a Notice of Completion, and the City Clerk is directed to record said Notice in the office of the Ventura County Recorder.

PASSED, APPROVED AND ADOPTED THIS 27th day of January, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

Date

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVE AS TO FORM:

Bethany Burgess, City Attorney



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: January 27, 2025

SUBJECT: Confirm Appointment to Vacancy on the Arts Commission

RECOMMENDATION

Confirm nomination of applicant Bradley Tabach-Bank as Arts Commissioner to fill a new vacancy on the Arts Commission.

DISCUSSION

The City Council has the option to designate the Arts Commission as a 5, 6, or 7-member commission, following the establishment of the Commission in the Municipal Code. The code states that the Arts Commission is, "consisting of seven members, or such lesser number as may be appointed by the City Council."

After the Nominating Committee (Mayor Gilman, Commission Chair West, and Council Member Rule) agreed to activate the sixth seat and fill the new vacancy, the City performed public outreach included updating the Maddy Act Local Appointments List, updating the City website for Commission Vacancies, posting public notice of the vacancies, advertising in *The Ojai Valley News*, and providing communications to the full Council, Commissioners, and staff.

Another separate vacancy does currently exist on the Arts Commission as the result of a recent resignation, but that "mid-term" vacancy must follow the same rules of nomination for that seat alone. [The City's Local Appointments \("Maddy Act"\) List](#), which is mandated and updated throughout the year on the City website, outlines the commission seats.

[Ojai Municipal Code's Arts Commission section 4-16.101](#) outlines the nomination process and the number of members. Following the code, the rotating Council Member for this Nominating Committee, District 1 Council Member Leslie Rule, served to fill this new vacancy.

This process has been followed for each candidate under consideration. As required by Ojai Municipal Code, the Nominating Committee unanimously recommends:

1. **Bradley Tabach-Bank** (Appointment to vacancy, January 2026 - May 2030)

If the City Council rejects this nominee, the nominating committee will reconvene to select another candidate. This process continues until a nominee is confirmed.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

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

Prepared by: Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT(S)

- A. Commissioner Application Form – B. Tabach-Bank



City of Ojai
City Clerk's Office
401 South Ventura Street
Ojai, CA 93023
Telephone: 805-646-5581, Ext. 120
www.ojai.ca.gov

Received City of Ojai

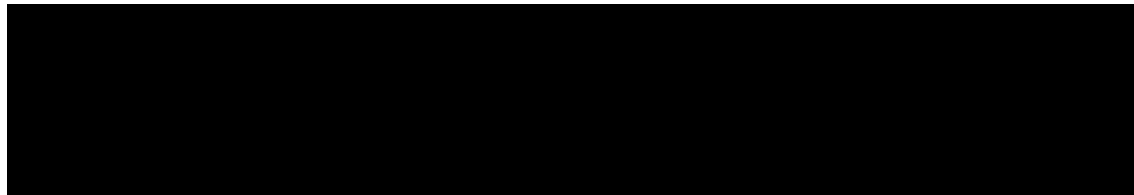
OCT 24 2025

City Clerk

FACT SHEET FOR COMMISSION AND BOARD APPLICANTS

Name: Bradley Tabach-Bank

Date: 10/24/2025



Employer: Retired Attorney

Business Phone: n/a

Education: UC Berkeley 1966 BA Rhetoric, Cornell Law School 1970 JD

Number of years as a resident

Are you a registered voter

of the Ojai Valley: 4

of the City of Ojai? Yes

List Civic Activities, Clubs, Associations, Etc.: Board Chair Vista Del Mar Child and Family Services, Board Chair Kauffman School of Dance at USC, Board Chair Center for the Art of Performance at UCLA, Board Member of Dance at the Los Angeles Music Center, Board Member Ventura Music Festival, Board Member Wilshire Blvd. Temple (Chair of Cantor Search Committee), Board Member Hebrew Union College, Board Member Green Dot Public Schools, Member Ojai Parks & Recreation Commission, Pro Bono Legal Services.

Additional information, qualifications and/or references: My entire family has been immersed in the arts. My late wife did private art dealing and once managed a prominent Los Angeles contemporary art gallery. Until recently, my son and I were in the business of making loans secured by art. He is now a private art dealer and Co-Chair of the Acquisitions Committee of the University of Michigan Art Museum. My daughter has been the Entertainment Editor for several magazines, including Interview and the New York Times. I have been an avid art collector for more than 50 years.

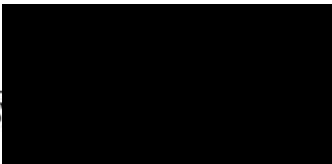
Application

Advisory Boards and Commissions

Please check your preference(s)

City of Ojai Commissions/Committee:	County of Ventura Citizens Advisory Committees:
☒ Arts Commission	☐ Area Agency on Aging
☐ Historic Preservation Commission	☐ Area Housing Authority
☐ Parks & Recreation Commission	☐ Ventura County Air Pollution Control District Advisory Commission
☐ Planning Commission	☐ Citizens Transportation Advisory Committee (CTAC)
☐ Fiscal Policy Budget Committee	☐ Building Appeals Board

PLEASE NOTE: The State of California Fair Political Practices Commission **requires** Conflict of Interest filings for City of Ojai commissioners and board members. See attached information.

S 

Please return this completed application to: City Clerk
City of Ojai
Street: 401 S. Ventura Street, Ojai, CA 93023

Received City of Ojai

OCT 24 2025

City Clerk



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney
Lucas Seibert, Community Development Director

MEETING DATE: January 27, 2026

SUBJECT: Consideration of a Resolution Approving Agreement to Extend Timeline to Complete Surplus Property Disposal with Ojai Bungalows LP

RECOMMENDATION

Approve a resolution (Attachment A) approving the Agreement to Extend Timeline to Complete Surplus Property Disposal with Ojai Bungalows LP and authorize the Mayor to execute the Agreement.

SUMMARY

On December 18, 2023, the Ojai City Council unanimously approved a Settlement Agreement Concerning Ojai Bungalows Project with Ojai Bungalows LP (the “Developer”), in order to resolve pending litigation filed by the developer against the City related to four residential housing projects: the Cottages Among the Flowers, Mallory Way Bungalows, Montgomery Street Housing, and 510 East Ojai Avenue—totaling 98 new units. As part of the Settlement Agreement, the City agreed to time extensions for the projects and the Developer agreed to: (1) reconfigure certain aspects of the projects to preserve and rehabilitate existing residential structures at the project sites, (2) provide residential tenant protections for then-current residents of the properties, (3) commit to providing a certain number of units for affordable housing to very low-income, low-income, and moderate-income tenants, (4) develop an unpaved public trail, and (5) file a landmark application for the Mallory Way project. As additional consideration and in order to facilitate the agreements related to the reconfiguration of the project, the City agreed to, subject to all requirements of state law, convey the “paper street” adjacent to the Mallory Way Bungalows project to the Developer.

The Settlement Agreement significantly increases affordable housing beyond state requirements, providing 31 deed-restricted affordable units (including very low-, low-, and moderate-income units), makes the Montgomery Street project 100 percent affordable, and helps the City meet or exceed its Regional Housing Needs Allocation obligations. Additionally, as noted above, the Developer committed to tenant protections, including

equivalent rents, relocation assistance, appropriate sizing of units to maintain affordability, preservation of neighborhood character, and protection of mature oak trees, advancing both housing affordability and community preservation in Ojai. A Frequently Asked Questions document was created after City Council approval of the Settlement Agreement and is Attachment B.

In order to effectuate the City's commitments in the Settlement Agreement related to the conveyance of the "paper street" the City must comply with all applicable requirements under California laws and regulations and City ordinances related to the potential vacation of the "paper street" and conveyance of surplus land under the California Surplus Lands Act. Before commencing the formal steps related to the land conveyance, however, the City needed to complete title research and other necessary evaluations and prepare a survey of the "paper street." The City requires additional time to complete this preliminary due diligence and the legal requirements associated with the land conveyance, including submission of the Council's proposed action under the Surplus Land Act to the California Department of Housing and Community Development. After discussions with the Developer, the Developer agreed to grant an extension for 120 days from the date of approval of the Agreement, and a further extension of up to an additional 120 days, if needed by the City. The requested 120-day extension will allow additional time to complete outstanding tasks associated with the Settlement Agreement, more specifically related to the Surplus Land Act and the information and process associated with this action.

This item does not approve any action related to the conveyance of the paper street, it only extends the deadline for the City to complete these activities.

Furthermore, this action is not considered to be subject to the California Environmental Quality Act (CEQA) pursuant to section 15060(c) because this action will not result in a direct or reasonably foreseeable indirect physical change in the environment, and this action is not a project as defined in section 15378. Pursuant to section 15378(b)(5) organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not considered a project pursuant to CEQA. Approval of this agreement will not result in direct or interest physical changes, as it simply gives the City additional time to complete the activities discussed above, therefore no further environmental action is necessary.

DISCUSSION

The Ojai Bungalows Settlement Agreement was approved by the City Council as a means of resolving litigation and establishing a framework for moving forward with the project(s) under agreed-upon conditions. Since approval, City staff and the Developer have been actively working to ensure compliance with the terms of the Agreement.

Granting the extension would do the following:

- Allows continued good-faith implementation of the agreement;
- Avoids unnecessary procedural or legal complications; and

- Preserves the City's rights and remedies under the original agreement

All other terms and conditions of the Settlement Agreement remain unchanged. The Settlement Agreement is Attachment C.

Overview of Settlement Agreement Implementation

While significant progress has been made associated with the agreement, items remain outstanding and require additional time to complete. The current expiration date for Mallory Way, does not allow sufficient time to finalize these remaining actions.

COMPLETED |

- Cottages Among the Flowers (312 W Aliso Street – 12 units) – Grading and Building Permits issued in February 2024. These permits included the water channel work, phase I (two units accessing Aliso Street), and two new ADU's above the five-car garage. Phase II is set to commence in the coming weeks and work has just begun on the right-of-way modifications (curb, landscape, and sidewalk) along Aliso Street. These ongoing actions remain consistent with the terms of the Settlement Agreement.
- 304 South Montgomery Street (15 units) – Reviewed by Planning Commission March 2024, and approved by City Council April 23, 2024. On December 31, 2025 Building and Fire provided approval for the issuance of permits to commence work. With this approval the project is ready and awaits permit issuance and for work to commence for this site. This project is shovel ready. These actions are consistent with the terms of the Settlement Agreement.
- 510 East Ojai Avenue (13 units) – The mixed-use project was reviewed and approved by the Planning Commission April 17, 2024. Submitted for Plan Check review for building, fire, and engineering in December 2025. Currently in plan check status with Building Division and Ventura County Fire Department and awaiting first round of responses to the plans. These actions are consistent with the terms of the Settlement Agreement.
- 412 Mallory Way (58 units) – Reviewed and commented on by the Historic Preservation Commission in March 2025. The Commission's comments were focused on the historic landmark designation, Mills Act, unit sizes between 440-550 square feet, and historic resources report associated with the preservation of the existing single-story building design and internal circulation of the site. The project was also reviewed by the Planning Commission on May 21, and July 16, 2025. The Commission's comments were focused on process, site layout, internal circulation, existing drainage, stop signs at Mallory Way/Aliso Street, a recommendation to City Council for approval took place at the Planning Commission's July meeting.

These actions are mostly consistent with the terms of the Settlement Agreement. The individual unit size limitation outlined in the Terms of the Agreement No. 1(b)(iv)(b) provided a range between 500-600 square feet in area.

PENDING |

- Cottages Among the Flowers (312 West Aliso Street – 12 units) – Phase II, Phase III, and Phase IV still remain for this project to reach completion. Additionally, the drainage area traversing through Mallory Way requires a Lake and Streambed Alteration Program agreement pursuant to the California Fish and Game Government Code Section 1602. The application has been submitted by the developer, and are working through this process.

Also, an affordable housing agreement is also nearing completion for consideration by the City Council at a future meeting.

- 304 South Montgomery Street (15 units) – The project is shovel ready and awaits the developer's payment of impact fees and building permit fees. Once these are paid, permits for the grading, building, and right-of-way work may commence.
- 510 East Ojai Avenue (13 units) – The project is currently in plan check with the Building Division and Ventura County Fire Department. This plan check review process is anticipated to take a few months.
- 412 Mallory Way (58 units) – Requires satisfaction of the Surplus Land Act and other legal requirements related to conveyance of the paper street and project consideration by the City Council. The project includes the 58 units (includes the existing preservation/renovation of the 25-units), landmark designation, Mills Act, and Surplus Land Act consideration for the Mallory Way unimproved Right-of-Way, between Eucalyptus Street and Libbey Ave/Raymond St.

SURPLUS LAND ACT |

The first step in the process included a title search for this project, which has been ongoing with support from the developer, various title companies, the City Attorney's Office, Ventura County Staff and City Staff. The research has taken much longer than anticipated, but has resulted in obtaining the grant deed for the unimproved right-of-way. Community Development staff is now working closely with a licensed land surveyor (Jeremy Henry) to confirm the location of the unimproved Mallory Way area. Once the survey is complete and recorded with Ventura County, then the Surplus Land Act and property conveyance process will commence. Staff is also working closely with a title company to obtain a chain of title report for the Mallory Way unimproved right-of-way.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

The Settlement Agreement costs are borne by each party separately as identified in No. 9(b) of the Settlement Agreement (Attachment C). All other costs outside of the Settlement Agreement are borne by the applicant as identified in the conditions of approval for each of the associated projects.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S)

- A. City Council Resolution – 120-day extension to agreement
- B. Settlement Agreement FAQ
- C. Settlement Agreement Concerning Ojai Bungalows Project

CITY OF OJAI

RESOLUTION NO. 26-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF OJAI, CALIFORNIA APPROVING AGREEMENT TO
EXTEND TIMELINE TO COMPLETE SURPLUS
PROPERTY DISPOSAL WITH OJAI BUNGALOWS LP**

WHEREAS, on December 18, 2023 the City Council approved and agreed to a Settlement Agreement Concerning Ojai Bungalows Project with Ojai Bungalows LP (the “Settlement Agreement”); and

WHEREAS, the Settlement Agreement pertains to projects located on properties at 312 West Aliso Street, 304 South Montgomery Street, 510 East Ojai Avenue, and 412 Mallory Way; and

WHEREAS, the City of Ojai requires additional time to complete certain obligations of the City arising under the Settlement Agreement and the developer of the project, Ojai Bungalows LP, has agreed to extend the City’s time for completion of such activities, all as further described in the Agreement to Extend Timeline to Complete Surplus Property Disposal with Ojai Bungalows LP, attached hereto as Exhibit A and incorporated herein by reference (the “Extension Agreement”); and

WHEREAS, the approval of the Extension Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment, and this action is not a “project” as defined in section 15378 of the California Environmental Quality Act (“CEQA”), and is therefore not considered to be subject to CEQA pursuant to section 15060(c) of the CEQA Guidelines; and

WHEREAS, pursuant to section 15378(b)(5) of the CEQA Guidelines organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not considered a project pursuant to CEQA, and therefore, no further environmental action is necessary; and

WHEREAS, extension of the time required for the City to complete its obligations under the Settlement Agreement is in the best interests of the City of Ojai and its residents.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, DOES HEREBY RESOLVE AND ORDER, AS FOLLOWS:

SECTION 1. RECITALS. That the City Council determines that the above set forth recitals are true and correct in regards to the Settlement Agreement.

SECTION 2. APPROVAL OF EXTENSION AGREEMENT. The City Council hereby approves the Agreement to Extend Timeline to Complete Surplus Property Disposal with Ojai Bungalows LP, attached hereto as Exhibit A and authorizes the Mayor to execute the Extension Agreement on behalf of the City.

SECTION 3. CEQA. This action is not considered to be subject to the California Environmental Quality Act (CEQA) pursuant to section 15060(c) because this action will not result in a direct or reasonably foreseeable indirect physical change in the environment, and this action is not a project as defined in section 15378. Pursuant to section 15378(b)(5) organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment are not considered a project pursuant to CEQA. Approval of this agreement will not result in direct or indirect physical changes, therefore no further environmental action is necessary.

SECTION 4. CERTIFICATION. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 27th day of January, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

Date

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

City of Ojai
Resolution No. 26-

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, do hereby certify that the foregoing resolution, City of Ojai Resolution No. 26-____, was passed and adopted by the Ojai City Council at its regular meeting on January 27, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Ojai on this 27th day of January 2026.

Weston Montgomery, Chief Deputy City Clerk

EXHIBIT A

AGREEMENT TO EXTEND TIMELINE TO COMPLETE SURPLUS PROPERTY DISPOSAL

THIS AGREEMENT (“Agreement”) is hereby made and entered into this ____ day of _____, 2025 (the “Effective Date”) by and between the City of Ojai (“Ojai”) and Ojai Bungalows LP (“Developer”) (each, a “Party” and collectively, the “Parties”).

RECITALS

A. The Parties entered into that certain Settlement Agreement Concerning Ojai Bungalows Project dated December 23, 2023, in order to resolve pending litigation filed by the Developer against the City related to four residential housing projects proposed by the Developer (the “Settlement Agreement”) including the Modified Mallory Housing Project (the “Mallory Project” or “Project”).

B. Under the Settlement Agreement, City agreed to pursue disposal of surplus City property adjacent to the Mallory Project in accordance with the California Surplus Land Act (“SLA”) and other applicable state and local legal requirements in exchange for Developer’s commitment to construct two deed-restricted units as part of the Developer’s project at 312 West Aliso Street, five deed-restricted affordable units as part of Developer’s project at 510 East Ojai Avenue, 15 deed-restricted affordable units as part of Developer’s project at 304 South Montgomery, and in order to facilitate the Developer’s construction of 10 affordable units as part of the Mallory Project, maximize the open space at the Project site, and facilitate construction of a proposed recreational trail.

C. Disposal of the surplus City property is an essential part of the Mallory Project and before the City Council may consider Developer’s development applications related to the Project, the City must complete the property disposition process in order to assess what the Project can entail.

D. Given the complexities involved in complying with state law the City has requested and the developer agrees to provide additional time for the City to complete the property disposal process, including consideration by the City Council of the property disposition, and ultimately, consideration of Developer’s Project development applications.

TERMS

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. So long as there are no concerns with title to the property that require additional time to address, City agrees to timely, and in good faith, pursue completion of the property disposal in the manner required by law within 120 days from the Effective Date of this Agreement. Based on such agreement by the City, Developer agrees to: (i) to extend the timing for completion of the surplus property disposal required under the Settlement Agreement, as set forth in this Section, and extend the deadline for City Council approval of Developer’s development applications related

to the Project until 60 days after the completion of the property disposal process. Upon the mutual agreement of the Parties in writing, the City's deadline for completing the surplus property disposal may be further extended for up to an additional 120 days.

2. Authority. The persons executing this Agreement on behalf of each Party warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound.

3. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

4. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference to the same extent as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF OJAI, a municipal corporation

Andy Gilman, Mayor

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Special Legal Counsel

DEVELOPER:

OJAI BUNGALOWS LP

By: _____

Name: Willem Jonker

Title: General Partner

By: _____

Name: Jeffrey R. Becker

Title: General Partner

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, PARTNERSHIP AGREEMENT, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF VENTURA

On 11/04, 2025 before me, Johannah Fitzgerald, personally appeared Willem Jonker, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

- CAPACITY CLAIMED BY SIGNER**
- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

- ☐ TITLE(S)
- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF VENTURA

On 11/04, 2025 before me, Johannah Fitzgerald, personally appeared Jeffrey Becker proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____



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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
☐	INDIVIDUAL	_____
☐	CORPORATE OFFICER	_____
_____ TITLE(S)		_____ TITLE OR TYPE OF DOCUMENT
☐	PARTNER(S) ☐ LIMITED	_____
	☐ GENERAL	_____
☐	ATTORNEY-IN-FACT	_____
☐	TRUSTEE(S)	_____
☐	GUARDIAN/CONSERVATOR	_____
☐	OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		_____ DATE OF DOCUMENT
		_____ SIGNER(S) OTHER THAN NAMED ABOVE

FREQUENTLY ASKED QUESTIONS

Q: WHAT IS HAPPENING?

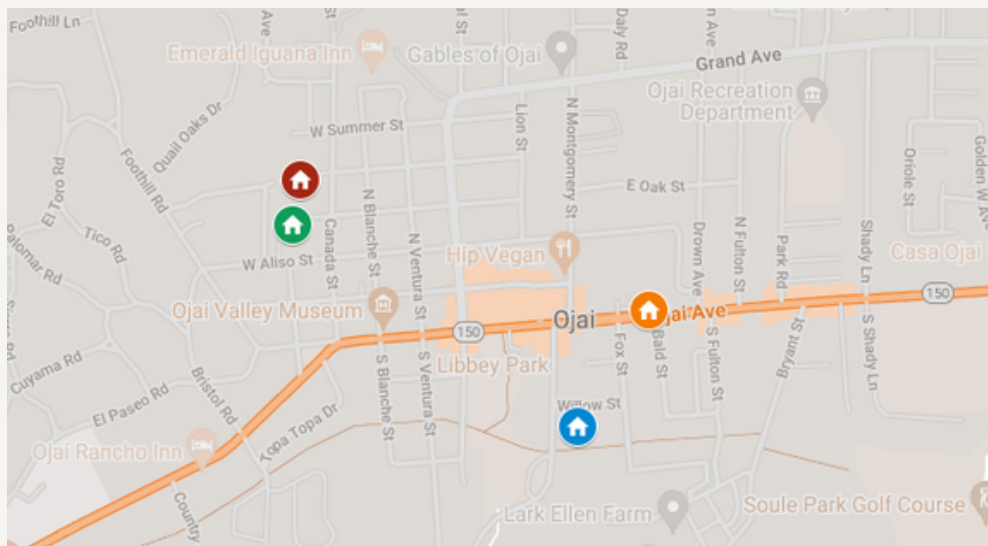
On December 18th, 2023, the Ojai City Council approved a settlement agreement with Ojai Bungalows LP regarding four separate housing project sites in Ojai.

Q: WHO IS INVOLVED?

The parties involved in the Settlement Agreement are the City of Ojai (City) and Ojai Bungalows LP (Developer)

Q: WHERE ARE THE PROJECTS LOCATED?

- 🏠 312 W. Aliso Street - Cottages Among the Flowers (Cottages)
- 🏠 412 Mallory Way (Mallory)
- 🏠 510 E. Ojai Avenue (510 E. Ojai)
- 🏠 304 S. Montgomery Street (304 S. Montgomery)



Q: WHY THE SETTLEMENT AGREEMENT?

Effective January 1st, 2024, The State Density Bonus Law would grant Developers additional density bonus for projects that meet affordability requirements, as a response to the current housing crisis in California. With the new state laws in effect, the developer is afforded the ability to increase the amount of development, regardless of local zoning. The Developer has agreed to compromise on these state-afforded benefits in order to work with the community.

The Settlement Agreement allows the City and Developer to develop a plan that benefits both parties in moving forward with the development of new 55-year deed-restricted affordable housing and market-rate housing in a manner better matching Ojai's character than allowed by default laws.

Additionally, the Settlement Agreement allows the City to avoid costly litigation that would have cost time, money, and most importantly, certainty. By approving the Settlement Agreement, the decision is put in the hands of the City rather than the hands of a court; a court that may rule in favor of increased development despite local circumstances.

Q: WHAT IS THE OUTCOME OF THE SETTLEMENT AGREEMENT?

The City and Developer have worked closely together to create an agreement for the development of affordable and market-rate housing to move forward whilst keeping the charm of Ojai and its community members in mind. Without the Settlement Agreement, by State law, the developer would be able to create more market-rate units, demolish the bungalows and build 3-story or taller multi-story units at Mallory Way, and limit tenant protections to what is currently outlined in Title 11 Chapter 2 of the Ojai Municipal Code.

To avoid these pathways, the Settlement Agreement requires the developer to increase the number of affordable units, landmark the existing 25 single-story bungalows at Mallory Way to ensure historic preservation and grant additional tenant protections to assure current tenants are not priced out of their homes and community. In return, the developer has been granted City-owned land, abutting Mallory Way, to allow for more area to spread out the development at the project site.

BY RIGHT

98 NEW UNITS (98 TOTAL)
17 TOTAL AFFORDABLE
7 MODERATE
3 LOW
7 VERY LOW

EXISTING MALLORY WAY BUNGALOWS
MARKET RATE

ABILITY TO KNOCK DOWN AND REBUILD
BUNGALOWS W/O SIZE OR STORY
RESTRICTIONS

BUNGALOWS NOT LANDMARKED

AGREEMENT

63 NEW UNITS (98 TOTAL)
31 TOTAL AFFORDABLE
16 MODERATE
6 LOW
7 VERY LOW

25 MALLORY WAY BUNGALOWS
PRESERVED UNTIL TENANTS LEAVE

BUNGALOWS 500-600 SQ FT AND
MAXIMUM HEIGHT OF TWO STORIES.

LANDMARK APPLICATION FOR
BUNGALOWS

Q: WHAT DOES THIS PROJECT ADDRESS?

The project addresses the housing crisis that is currently affecting both the City of Ojai and the state of California as a whole. To combat the housing crisis, the California Department of Housing and Community Development has created the Regional Housing Needs Allocation (RHNA) plan to address housing needs in each region of the state.

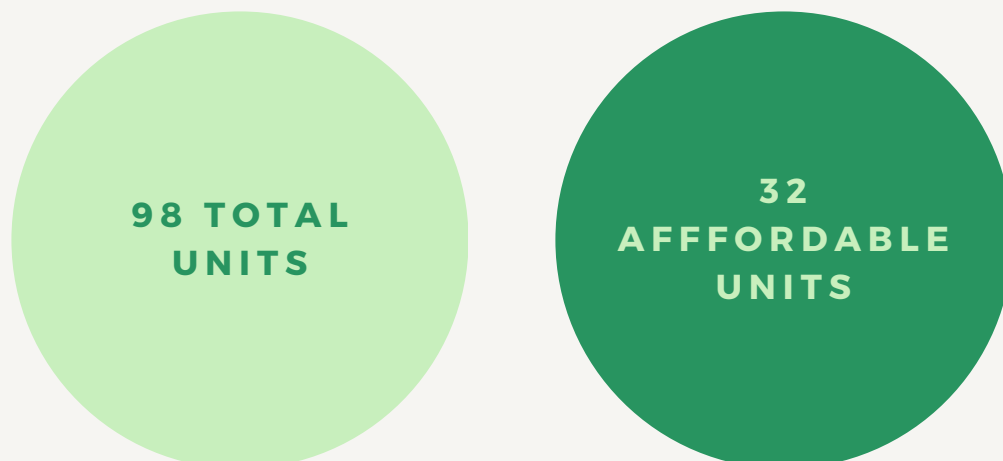
The plan allocates region-specific numbers for affordable housing that provide the opportunity for developers or property owners to develop affordable housing through an objective review process. Ojai's RHNA numbers are as follows:

COUNTY	JURISDICTION	TOTAL	VERY-LOW INCOME	LOW INCOME	MODERATE INCOME	ABOVE AVERAGE INCOME
VENTURA	OJAI	53	13	9	10	21

With all four bungalows projects in combination with the Bryant Street 100% affordable housing project, the numbers would be met, allowing the city more leverage for future development prospects.

Additionally, the projects address the rehabilitation of the existing units at both Cottages and Mallory. The units, being built in the 1920s, are in need of maintenance to allow the residents to live safely and comfortably.

Q: HOW MANY TOTAL UNITS WILL THIS BRING TO OUR CITY? HOW MANY ARE AFFORDABLE?



Q: WHO QUALIFIES FOR HOUSING?

There is housing available for tenants whose incomes range from very low to above-average income. Under the City's local preference ordinance, first preference for the affordable units will be reserved for local income-qualifying residents facing, or having been subject to, displacement; and second preference for persons who have lived in Ojai for at least ten years and were displaced within the last five years.

Q: WHAT IS AFFORDABLE?

The U.S. Department of Housing and Urban Development (HUD) considers housing to be affordable when a household spends 30% or less of its income on housing costs. These numbers vary based on income level and are updated yearly. For Ventura County residents the categorization for 2023 is as follows:

NUMBER OF PERSONS IN HOUSEHOLD		1	2	3	4	5	6	7	8
VENTURA COUNTY AREA MEDIAN INCOME: \$123,500	ACUTELY LOW	13,000	14,850	16,700	18,550	20,500	21,500	23,000	24,500
	EXTREMELY LOW	27,900	31,900	35,900	39,850	43,050	46,250	49,450	52,650
	VERY LOW	46,500	53,150	59,800	66,400	71,750	77,050	82,350	87,650
	LOW	74,400	85,000	95,650	106,250	114,750	123,250	131,750	140,250
	MEDIAN	86,450	98,800	111,150	123,500	133,400	143,250	153,150	163,000
	MODERATE	103,750	118,550	133,400	148,200	160,050	171,900	183,750	195,600

Example: A housing project with two very low-income units and eight market-rate units:

The maximum income for a one-person very low-income household is \$46,500, calculated as 50% of median income, adjusted for household size.

- Maximum affordable rent for a one-person very low-income unit, inclusive of a reasonable utility allowance, is \$1,162.50, calculated as 30% of \$46,500, divided by 12 months.

The Maximum income for a two-person very low-income household is \$53,150, calculated as 50% of median income, adjusted for household size

- Maximum monthly affordable rent for a two-person very low-income unit, inclusive of a reasonable utility allowance, is 1,328.75, calculated as 30% of \$53,150, divided by 12 months

Q: WHAT IS THE HOUSING DISTRIBUTION ACROSS ALL FOUR SITES?

The housing distribution outlined in the Settlement Agreement is as follows:

Housing Distribution						
	DEED-RESTRICTED AFFORDABLE					
	VERY-LOW	LOW	MODERATE	TOTAL AFFORDABLE	MARKET	TOTAL UNITS
312 W. ALISO (COTTAGES)	1	1	X	2	10	12
304 S. MONTGOMERY	X	3	12	15	X	15
510 E. OJAI	2	2	1	5	8	13
412 MALLORY WAY	5	X	5	10	48	58
TOTAL:	8	6	18	32	64	98

Q: WHAT WORK WILL BE DONE AT EACH SITE?

COTTAGES

- FOUR-PHASED PROJECT; PHASE ONE TO COMMENCE SOON
- REHABILITATION & EXPANSION OF EXISTING 8 UNITS
 - COTTAGES RANGING FROM ~ 800 TO ~1300 SQUARE FEET
- ADDITION OF TWO NEW ADUS ABOVE EXISTING GARAGE
- NEW DUPLEX
 - UNITS ~ 1,792 SQUARE FEET
- PRESERVATION OF EXISTING WALKING AND NATURE TRAIL

510 E. OJAI

- TWO TWO-STORY RESIDENTIAL APARTMENT BUILDINGS
- TOTAL OF 13 UNITS
- ADAPTIVE REUSE AND EXPANSION OF EXISTING COMMERCIAL BUILDING
 - TWO-STORY ADDITION AT REAR OF BUILDING
- PARKING TUCKED TO REAR

MALLORY

- REHABILITATION AND PRESERVATION OF EXISTING 25 BUNGALOW UNITS

MALLORY CONTINUED

- ADDITION OF 33 NEW UNITS RANGING FROM 500-600 SQUARE FEET.
- ABILITY TO RELOCATE UP TO FOUR EXISTING UNITS IF NEEDED
- ALL UNITS WILL NOT EXCEED TWO-STORIES
- DESIGN & MATERIAL COMPATIBLE WITH EXISTING BUNGALOWS
- ORIGINAL BUNGALOWS TO BE LANDMARKED
- CITY GRANTED EXCESS LAND FOR DEVELOPMENT
- OAK TREES' IMPACTS MINIMIZED

304 S. MONTGOMERY

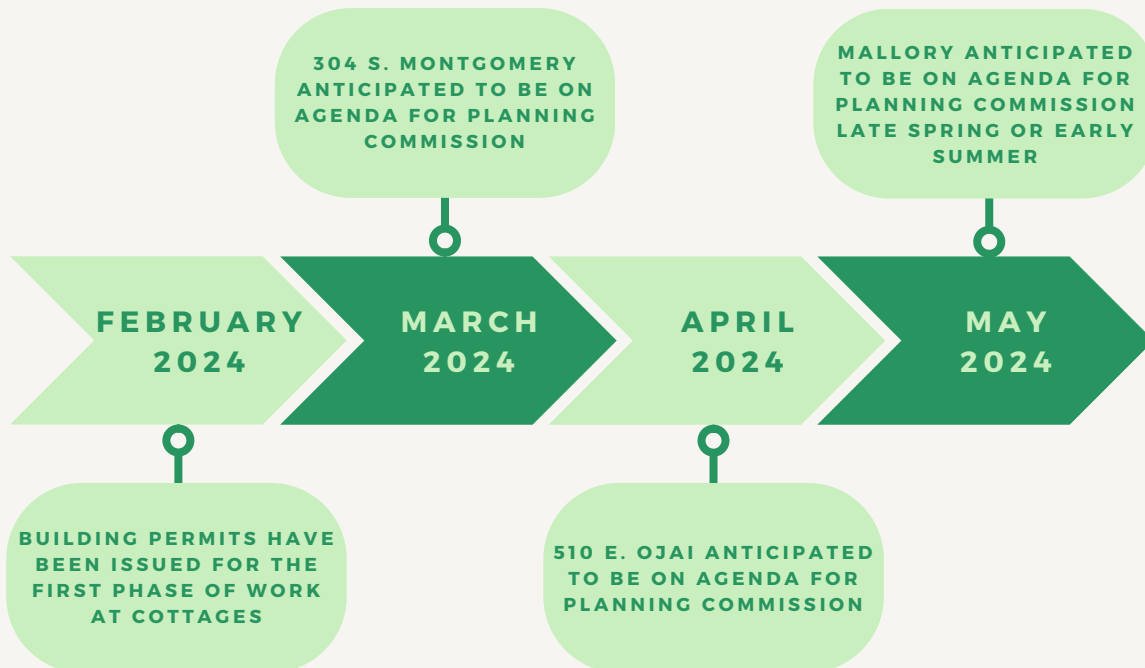
- 15-UNIT HOUSING PROJECT ON A 0.062-ACRE SITE
- THREE BUILDINGS
 - BUILDING 1: SINGLE-LEVEL WITH THREE UNITS
 - BUILDING 2: TWO-STORY WITH SEVEN UNITS
 - BUILDING 3: PARTIALLY TWO-STORY WITH 5 UNITS
- BUILDINGS ORIENTED AROUND A CENTRAL COURTYARD
- CALIFORNIA NATIVE LANDSCAPING
- PRESERVATION OF EXISTING TREES - OVERALL NET GAIN OF TEN NATIVE TREES

Q: WILL THESE PROJECTS GO THROUGH A PUBLIC HEARING PROCESS?

Mallory, 510 E. Ojai, and 304 S. Montgomery will all be going to the Planning Commission for review of the final site plans. The Mallory project will also go in front of the City Council. The Cottages project was previously approved by the Planning Commission, and the two new affordable accessory dwelling units are subject only to staff-level review.

However, any decision of the Planning Commission is appealable to the City Council under Section 10-2.3002 (Appeal of Action) of the Ojai Municipal Code.

Q: WHAT IS THE TIMELINE FOR THESE PROJECTS?



Q: AS A TENANT OF BUNGALOWS/COTTAGES, WILL I BE RELOCATED?

Yes. All existing tenants as of December 18, 2023, will eventually be relocated to a unit of equivalent size (the same total number of bedrooms as the units being replaced) at any of the four project locations. Rent in the relocated unit shall not exceed the rental rate that the tenant is paying at the time of relocation. Future rent increases at the new unit will then be limited by Ojai's rent stabilization ordinance and state law. Relocated tenants may also exercise return rights to their original units as allowed by and under the conditions of the City's rent stabilization ordinance and state law.

The existing 25 units at Mallory Way will have their rent stabilized at their current rate, subject only to annual increases as allowed by the City's rent stabilization ordinance and state law, until the tenant moves out. Once the current tenants move, the units will be available at market rate.

For all relocated tenants, the developer will also reimburse moving costs, up to \$2,000, and must also comply with all applicable notices, relocation assistance, and other requirements of state law.

Q: WHAT OTHER TENANT PROTECTIONS EXIST?

Up to 2,000 dollars in moving allowance for existing tenants at Cottages Among the Flowers and the Mallory Way Bungalows as of December 18, 2023, as they are required to move.

Q: IS TENANT RELOCATION TEMPORARY OR PERMANENT?

This will vary for different tenants based on their personal situation. Under the City's just cause eviction ordinance, relocated tenants will have the option to either re-occupy the newly rehabilitated unit if rented within 12 months of completion or remain in the unit that they have been relocated to at the same rent as their original unit, subject only to annual increases as allowed by applicable state law and the City's rent stabilization ordinance.

Q: IS THERE A REQUIREMENT FOR LOCAL PREFERENCE?

Yes, local Ojai residents will be first preference tenants for any of the projects pursuant to our recent Local Tenant Preference Policy for Lower Income Deed-Restricted Affordable Housing adopted by City Council on November 28, 2023.

Q: WILL BUNGALOWS OR COTTAGES BE LANDMARKED?

Per the Settlement Agreement, the Developer has agreed to file a landmark application and Mills Act application for Mallory Way. Cottages will not be landmarked.

Q: WHY IS MALLORY BEING LANDMARKED, BUT COTTAGES IS NOT?

Pre-agreement, the developers would have had the ability to tear down and rebuild the property at Mallory. By landmarking the Mallory Way site, the buildings cannot be torn down but rather must be restored. The Cottages will not be landmarked at this time as the site had a different permitting history than the Mallory Way site. That said, the Developer aims to preserve the charm of both properties and keep the development of both in line with Ojai's standards.

Q: WILL THE WALKING PATH/WILDLIFE CORRIDOR BE PRESERVED AT THE COTTAGES?

The walking path/wildlife corridor will be preserved and remain open and accessible to the public. The walking path may be reconfigured as part of the Mallory Way project, depending on the final proposed site plan and whether the City Council approves the proposed land transfer of a portion of the right of way through the Surplus Land Act. The settlement agreement requires, if the land is transferred, that the developer develop and maintain a public walking trail.

Q: WILL THE INCREASE IN DENSITY CAUSE ISSUES CONCERNING DISASTER EVACUATION?

The development is of lower density and the city is mindful of the ongoing threat of disasters and the safe evacuation of residents out of harm's way which could include the Ojai Valley area in the event of a disaster.

Q: WHAT HAPPENED TO THE REFERENDUM?

The referendum served to challenge the Development Agreement between the Developer and the City that was approved by the City Council in 2022. Any approval regarding the project was suspended via the referendum process which was scheduled to be on the ballot in March of 2024. In October 2023 the Developer decided to move forward with development on their properties on an individual basis rather than altogether as outlined in the approved Development Agreement. By doing so, the Developer withdrew from the then-paused Development Agreement. Since the referendum was put on the ballot by the Council, the Council needed to also vote to remove the referendum from the ballot. On October 10, 2023, the City Council voted to rescind the referendum as the Developer had withdrawn from the Development Agreement making the referendum no longer applicable.

Q: HOW ARE THESE PROJECTS BEING FINANCED?

All four of these projects are being privately financed, which means no state funding or grants are being pursued by the developer to the City's current best information.

**Q: 304 S. MONTGOMERY IS LOCATED NEXT TO AN
EDISON SUBSTATION - WILL IT BE SAFE TO LIVE
HERE?**

In short, no evidence identifies any health-related issues for those residents living near electrical lines or in this case, an Edison substation.

FURTHER QUESTIONS?

Contact:

Phone - (805) 646-5581 Ext. 112

Email - lucas.seibert@ojai.ca.gov | sarah.kameli@ojai.ca.gov

SETTLEMENT AGREEMENT CONCERNING OJAI BUNGALOWS PROJECT

The parties to this Settlement Agreement (“Agreement”) are the City of Ojai (“City”) and Ojai Bungalows LP (“Bungalows Owners” or “Developer”). The City and Bungalows Owners are referred to individually as “Party” and collectively as “Parties”.

RECITALS

A. Bungalows Owners own property at 312 W. Aliso Street known as Cottages Among the Flowers (“Cottages”), 412 Mallory Way known as Mallory (“Mallory”), 304 South Montgomery (“Montgomery”), and 510 E. Ojai.

B. Bungalows Owners received approval of a Design Review Permit (DRP 05-01), Tentative Tract Map (TTM 5587), and Tree Permit (T 07-22) from the City Council upon the recommendation of the Planning Commission on November 27, 2007 and a final tract map for Tract 5587 was approved by the City Council on December 8, 2009 and subsequently recorded (“Cottages Project”). The Cottages Project time extensions on the Design Review Permit (DRP 05-01) were approved May 4, 2011, June 15, 2016, August 17, 2016 (which included approved revisions), and October 4, 2017; however, the building permit was not ready to issue until October 24, 2018. On April 3, 2019, the City Planning Commission approved a retroactive one-year time extension (“Cottages Time Extension Application”), which the City Council appealed to itself on April 9, 2019 and which has remained pending since the City Council’s appeal.

C. Bungalows Owners received approval of a Design Review Permit (DRP 11-10), Tentative Tract Map (TTM 11-01), and Tree Permit (T 11-30412) from the City Council on June 12, 2012 (“Mallory Project”). The Mallory Project received an automatic time extension under state law and requested a time extension from the City on May 14, 2017 (“Mallory Time Extension Application”). The City, however, did not schedule action on the Mallory Time Extension Application until February 20, 2019, when the Planning Commission recommended that the City Council approve the time extension. The City Council considered the Planning Commission’s recommendation on April 3, 2019. The City Council continued the item for 60 days but has not yet taken final action on the Mallory Time Extension Application.

D. A dispute arose between the City and the Bungalows Owners related to the applicability of the City's 2013 Replacement Housing Ordinance (Ojai Municipal Code, § 10-2.904) to both the Cottages and Mallory Extension Applications.

E. After years of negotiation, the dispute was resolved through a Development Agreement, involving the Cottages, Mallory and Montgomery properties, which was approved by the City in October 2022 on a 4-1 vote.

F. That Development Agreement was challenged through a referendum, which the City had submitted for consideration by the City's voters on March 5, 2024, and after a series of actions, Bungalows Owners rescinded the Development Agreement on August 11, 2023, and asked the City to schedule the Extension Applications for Cottages and Mallory for a hearing.

G. Additionally, after the referendum qualified for a public vote to rescind the Development Agreement, Bungalows Owners submitted alternate applications for development at on the Montgomery and 510 E. Ojai properties. The proposed development on the Montgomery property was consistent with the development proposed in the Development Agreement; and the proposed development on 510 E. Ojai is consistent with the City's adopted Housing Element and the City's Special Housing ("SPL") Overlay.

H. On November 21, 2023, Bungalows Owners filed a complaint/petition to the action entitled *Ojai Bungalows, LP v. City of Ojai, City of Ojai City Council, and Weston Montgomery in his official capacity as Interim Deputy City Clerk for the City of Ojai and Does 1 through 20*, (Ventura County Superior Court, Case No. 2023CUWM016948) to require the City to hold a hearing on the Cottages and Mallory Extension Applications. Bungalows Owners did so despite the fact the City had offered three potential hearing dates (pending confirmation by the City Council) because Bungalows Owners wanted to ensure the City's commitment to hold a hearing would be subject to Court order. On December 9, 2023, the Court approved a Stipulation to Hold Administrative Hearing and Stay Proceedings in which the City agreed to hold a hearing on the Cottages and Mallory Extension Applications on December 18, 2023.

I. To avoid the time, inconvenience, expenses and uncertainty of any potential litigation, the parties entered into this Agreement.

TERMS OF AGREEMENT

1. If the City approves the Cottages Time Extension on December 18, 2023, Developers agree to the following.

a. Developer will provide the following additional tenant protections to anyone living in Cottages on December 18, 2023.

(i) No current tenant will be evicted (other than for nonpayment of rent or breach of lease by a tenant, or otherwise in accordance with the Tenant Protection Act of 2019 and the Ojai Municipal Code for just-cause evictions) to commence construction on a Cottages unit unless at least an “equivalent sized” unit, as defined in Government Code Section 65915(c)(3)(D), is available in Cottages, Mallory, Montgomery, or 510 E. Ojai (“Cottages Displaced Tenant”) and Developer first provides right of first refusal to a Cottages Displaced Tenant to establish a residential tenancy at a unit located at Cottages, Mallory, Montgomery, or 510 E. Ojai Avenue at a rental amount not to exceed the rental rate that the tenant is paying at the time, and any future increase to rent for that tenant is limited by any applicable rent stabilization ordinance.

(ii) Developer will reimburse moving costs to the Cottages Displaced Tenant up to \$2,000. This amount must be paid within seven days of receiving proof of moving expenses (receipts). The Parties intend that the phasing of the construction will allow any Cottages Displaced Tenant to transition to new units.

b. Developer will submit applications for the following projects (together “Applications”). City agrees to process the Applications, in accordance with the Permit Streamlining Act and other applicable deadlines in state housing law and as described further below. For the purposes of the Agreement, references to a deed-restricted unit mean a unit deed restricted for 55 years at an affordable rental rate based on the qualifying income levels established under federal and state law. (See Heal. & Saf. Code, §§ 50079.5, 50093, 50105.)

(i) Developer will apply to add two accessory dwelling units (“ADUs”) to the Cottages Project over the existing garage (1 deed-restricted low income unit and 1 deed-restricted very low income unit). The City will process the applications for the two

ADUs consistent with State ADU Law within the applicable timelines through a ministerial process without discretionary review that triggers the California Environmental Quality Act (“CEQA”). The City will approve the building permits within 60 days consistent with State ADU Law.

(ii) Developer will continue to process the pending application for 15 units, with 12 deed-restricted moderate income units and 3 deed-restricted low income units, at Montgomery (“Montgomery Project”) pursuant to the existing application permissible under State Bonus Density and the City’s PDP ordinance. City will rely on same CEQA exemptions it applied during the Development Agreement as well as any other applicable CEQA exemptions under applicable law. City will issue building permits within 6 months of approval.

(iii) Developer will continue to process the pending application for 13 units, with 1 deed-restricted moderate income unit, 2 deed-restricted low income units, and 2 deed-restricted very low income units at 510 E. Ojai (“510 E. Ojai Project”) pursuant to the existing application, which conforms with the Housing Element and Special Housing (“SPL”) overlay. The City will process as a CEQA exempt, “use by right” development as allowed under the Housing Element and State law. City will issue building permits within 6 months of approval.

(iv) Mallory Housing Project

(a) Upon the approval of this Agreement, Developer’s Mallory Time Extension Application is automatically modified to an application for a project of up to 58 units, including 5 deed-restricted very-low income units and 5 deed-restricted moderate-income units, as part of which the Developer agrees not to demolish, but to only rehabilitate all 25 existing Mallory Way Bungalows units (however, Parties acknowledge that if in Developer’s sole discretion, a viable site plan necessitates relocating up to 4 existing units, that will be allowed as a part of the project, provided, at all times, Developer shall comply with all provisions of this section (1)(b)(iv) in its entirety) (“Modified Mallory Housing Project”).¹

¹ Within 60 days after the City’s conveyance of the Former City Lands in accordance with Section (1)(b)(iv)(d) of this Agreement, Developer will file an SB 330 Preapplication, followed in 180 days by a full application for the Modified Mallory Housing Project application, consistent with the terms set forth in this Agreement. The

(b) Developer agrees to propose and only build units that are approximately 500-600 square feet. Developer also agrees that the Modified Mallory Housing Project design will be internally consistent, with similar design and materials, as appropriate given the current nature of the 25 existing structures, with all units at the Modified Mallory Project not to exceed two stories. Developer also agrees to design a project that minimizes impacts to oak trees on the site, however, the City cannot use this contract term to reduce the Modified Mallory Housing Project density, size, bulk, or scale. Parties also acknowledge and agree that despite any language in this Agreement, the Parties must comply with State Law and the Ojai Municipal Code when processing and developing the Modified Mallory Housing Project.

(c) No current tenant as of December 18, 2023 will be evicted (other than for nonpayment of rent or breach of lease by a tenant, or otherwise in accordance with the Tenant Protection Act of 2019 and the Ojai Municipal Code for just-cause evictions) to commence construction of a Mallory unit unless at least an equivalent sized unit, as defined in Government Code Section 65915(c)(3)(D), is available in Cottages, Mallory, Montgomery, or 510 E. Ojai ("Mallory Displaced Tenant") and Developer first provides right of first refusal to a Mallory Displaced Tenant to establish a residential tenancy at a unit located at Cottages, Mallory, Montgomery, or 510 East Ojai Avenue at a rental amount not to exceed the rental rate that the tenant is paying at the time, and any future increase to rent for that tenant is limited by any applicable rent stabilization ordinance. Developer will reimburse moving costs to the Mallory Displaced Tenant up to \$2,000. This amount must be paid within seven days of receiving proof of moving expenses (receipts). The Parties intend that the phasing of the construction will allow any Mallory Displaced Tenant to transition to new units.

(d) To facilitate the construction of the Modified Mallory Housing Project and to provide consideration for the Developer's construction of Montgomery Project with all deed-restricted affordable units, the City will comply with the Surplus Land Act, applicable state law, and the Ojai Municipal Code, and, after the necessary public City Council approvals are made in the sole discretion of the City Council, convey the

previously approved Mallory project was analyzed with an Environmental Impact Report ("EIR"). Parties agree that the Modified Mallory Housing Project will be analyzed by tiering off of the previously certified EIR, pursuant to Public Resources Code section 21166 and CEQA Guidelines 15162.

“paper street” adjacent to Mallory to the west, described in Tract No. 1443 in Exhibit 1 and depicted as the portion of the Mallory Way right of way north of Eucalyptus Street to the northern line of the Mallory Way project site, APN 0200071370 in Assessor’s Map No. 20-07, Exhibit 2, to Developer to be used to build the Modified Mallory Housing Project (“Former City Land”). Developer also agrees to develop an unpaved (decomposed granite or dirt), workable and standard size public trail primarily located on the Former City Land as part of the Mallory Housing Project. Developer agrees that a condition of approval of the Mallory Project will be to grant an Offer to Dedicate to the City for the benefit of the public for pedestrian ingress and egress over the trail. The parties also understand and agree that the Grant Deed will contain reversion language which will revert the land back to the City if Developer does not pursue the Modified Mallory Housing Project within twelve (12) months after the land is conveyed to the Developer or if the Developer submits a development application that is inconsistent with the Modified Mallory Housing Project. Developer further agrees to use the Former City Land for spreading the Modified Mallory Housing Project units in such way to maximize open space and not to create more density beyond the up to 58 units set forth in the Modified Mallory Housing Project.

(e) The Developer will file a landmark application and City will in good faith consider and in the City’s sole discretion, if appropriate after the necessary public hearings before the City Council and Historic Preservation Commission, approve a landmarking and Mills Act application on the existing property improvements.

2. The City will charge the 2019 building permit fees for Cottages. No other outstanding fees are due for Cottages. The existing building plans which were deemed permit ready do not need to be modified for Cottages. The City will issue building permits for Phase 1 of Cottages within 30 days. For Mallory, Montgomery and 510 E. Ojai, the City shall charge no more than \$696,000 (i.e., no more than \$11,047.62 per unit) in City fees, inclusive of all City processing and permitting fees, including planning, grading, City development impact fees, and building permit fees (“City Collected Fees”). In the event of any legal action, including but not limited to, challenges under Planning and Zoning Law or CEQA, instituted by any third party (not a Party to this Agreement), including, but not limited to, any person, organization, association, or federal, state or local governmental entity, challenging or affecting the validity,

enforceability or implementation of the entitlement or other approval approved or issued by City with respect to the Modified Mallory Housing Project, the City shall reduce the City Collected Fees by \$200,000 to reimburse Bungalows Owners solely for use of legal fees associated with the legal action.

3. The City agrees to process all Applications in accordance with applicable deadlines under state law. The City's processing of all Applications shall not exceed the following schedule: (a) hearing and action at a Planning Commission within 3 months from the date of the Settlement Agreement for Montgomery and 510 E. Ojai, and within 6 months from application submission for the Modified Mallory Housing Project; (b) hearing and action (as necessary) before the City Council within 60 days of the Planning Commission hearing. The City cannot make any promise as to the final timing of the approval and conveyance of the Former City Land because the process requires submission of the proposed exempt surplus land determination, if made by the City Council, to the state Department of Housing and Community Development. The City can, however, promise to submit the proposed street vacation, exempt surplus land determination, and land conveyance for City Council review and action within 60 days after this Agreement. In no case will the City hold more than five hearings on the Application in accordance with state law, except that the public hearings required for landmarking and Mills Act applications do not count as part of the five hearings as these proceedings are independent from land use entitlements. The City also agrees to expedite building permits for all the projects as set forth herein once each project is approved.

4. Parties agree that the City will not require any reimbursement agreement or indemnity agreement, except for a challenge based on the transfer of exempt surplus land for the Former City Land. In the event of any legal action, including but not limited to, challenges under Planning and Zoning Law, the Surplus Land Act or CEQA, instituted by any third party (not a Party to this Agreement), including but not limited to, any person, organization, association, or federal, state or local governmental entity, challenging or affecting the validity, enforceability or implementation of the entitlement or other approval approved or issued by City with respect to the Applications or this Agreement ("Third Party Action"), the Parties agree to in good faith defend said Third Party Action. The City shall have the right to settle or compromise any legal action, including but not limited to, challenges under Planning and Zoning Law, the Surplus Land Act or CEQA, instituted by any third party (not a Party to this Agreement),

including but not limited to any person, organization, association, or federal, state or local governmental entity, challenging or affecting the validity, enforceability or implementation of the entitlement or other approval approved or issued by City with respect to the Applications or this Agreement, provided that no such settlement or compromise shall terminate, modify, alter or amend (i) Bungalow Owners' rights set forth in this Agreement; or (ii) any of the entitlements or other approval issued by the City with respect to the Applications or this Agreement, without Bungalow Owners' prior written consent unless otherwise ordered by a court of competent jurisdiction.

5. Ojai Bungalows LP shall work in good faith to offer the units with a preference to local residents in accordance with the Ojai Municipal Code, and State and federal fair housing laws.

6. The Parties agree to prepare language for a Joint Press Release within 48 hours of approval of the Settlement Agreement.

7. The Parties agree that the Court shall retain jurisdiction to enforce future performance of the terms of this Agreement pursuant to Code of Civil Procedure Section 664.6. To that end, the Parties shall submit an Order of Dismissal to the Court with the Agreement attached, asking the Court to dismiss the case and retain jurisdiction pursuant to Code of Civil Procedure Section 664.6. In any future proceeding to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs incurred solely in connection with such future proceeding.

8. The Parties agree to cooperate in the dismissal of the pending lawsuit, captioned *Simply Ojai v. City of Ojai* (Ventura County Superior Court, Case No. 56-2022-00572740-CU-WM-VTA), which is moot with the withdrawal of the development agreement from City consideration.

9. Miscellaneous Terms/Exclusions

a. The Parties shall, at all times, act in good faith in a timely manner to satisfy their respective obligations under the terms of this Agreement and further actions reasonably necessary to effectuate this Agreement.

b. Each Party shall bear its own costs, expenses, expert and consultant fees, and attorneys' fees related to the negotiation and drafting of this Agreement.

c. The Parties hereto each expressly recognize and agree that the terms in this Agreement constitute an accord and satisfaction of contested matters and neither the offer nor the acceptance of the terms and conditions hereof, represent an admission of liability or responsibility on the part of any Party; each Party hereto expressly disclaiming any such liability.

10. Representations and Warranties of All Parties

Each Party hereby represents, warrants, and agrees as follows:

a. The Party's authorized representatives have duly authorized, approved and executed this Agreement, which is a legal, valid, and binding obligation of each Party executed without duress or undue influence.

b. The Party has received independent legal advice from its attorneys throughout all negotiations which preceded the execution of this Agreement, with respect to the advisability of executing this Agreement.

c. No other Party has made any representation to the Party regarding any fact relied upon in entering this Agreement, and the Party does not rely upon any such statement, representation or promise of any other Party in executing this Agreement except as expressly stated herein.

d. The Party has made such investigation of the facts and law pertaining to this Agreement and mutual general release and settlement, and of all the matters pertaining thereto, as it deems necessary.

e. The Party has read this Agreement and understands its contents.

f. This Agreement is intended to be and is final and binding regardless of any future allegations of misrepresentation, concealment of fact, mistake of fact or law, or of any other circumstance whatsoever. The Party shall not be entitled to any relief regarding such future allegations, including without limitation any alleged right or claim to set aside or rescind this Agreement.

g. The Parties agree that this Agreement addresses the City's processing of the Applications and other certain actions in accordance with State laws and the

Ojai Municipal Code under its police powers; accordingly, execution of this Agreement does not commit the City to a project necessitating environmental review under CEQA in accordance with *Save Tara v. City of West Hollywood* (2008) 45 Cal.4th 116 and related jurisprudence.

11. Time Is of The Essence and Good Faith: Timely performance of the Parties' duties under this Agreement is of the essence. Failure to timely perform is a material breach of the Agreement.

12. Entire Agreement: This Agreement shall constitute the entire agreement between the Parties, and no prior understanding or representation preceding the date of this Agreement is binding on all Parties, except to the extent incorporated into this Agreement.

13. No Party Deemed To Be Drafter: The Parties acknowledge and agree that this Agreement is to be construed without regard to the identity of the persons who drafted its various provisions. The Parties further agree that each and every provision of this Agreement shall be construed as though all Parties participated equally in drafting of the same, and that any rule of construction (including section 1654 of the Civil Code) that the document is to be construed against the drafting Party shall not be applicable to this Agreement.

14. Changes to Agreement: Any change to this Agreement or additional obligation assumed by any Party in connection with this Agreement shall be binding only if evidenced in a signed writing by all Parties.

15. Enforcement of Agreement and Remedies for Breach: Each term of this Agreement is contractual and not merely a recital. Any Party shall have the right to enforce the terms of the Agreement by proceedings in the Ventura County Superior Court of the State of California. For purposes of remedies available through Judicial resolution, Parties agree that monetary damages are inadequate as a remedy, therefore, remedies shall be by specific performance and/or injunctive relief.

16. Choice of Law: This Agreement shall be construed and enforced in accordance with California law. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall be construed and enforced so as to best effectuate the intention of the parties at the time this Agreement was entered into. This Agreement shall not be

interpreted against any Party on the basis that such party or its attorney drafted any of its provisions.

17. Execution in Counterparts: This Agreement may be executed in counterparts which when taken together constitute the Parties' entire agreement.

18. Effective Date: This Agreement shall become effective upon its execution by all Parties.

19. Notice: Notice required to be given pursuant to this Agreement shall be by certified mail to the following:

City
City Manager
401 South Ventura Street
Ojai CA 93023

With a copy to:
Matthew T. Summers
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena CA 91101

Bungalows Owners
Ojai Bungalows, LP
c/o The Becker Group, Inc./Jeffrey R. Becker
40 South Ash Street
Ventura, CA 93001

With a copy to:
Beth Collins
Brownstein Hyatt Farber Schreck
1021 Anacapa, 2nd Floor
Santa Barbara, CA 93101

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
as of the day and year first above written.

City

CITY OF OJAI

DocuSigned by:
By: Betsy Stix 12/23/2023 | 7:40 AM PST
238AA8D11870F402
Betsy Stix, Mayor of City of Ojai

CITY OF OJAI

DocuSigned by:
By: Matthew Summers 12/22/2023 | 7:25 PM PST
04DF74093C5347D
Matthew Summers, City Attorney
Approved as to form

Ojai Owners

OJAI BUNGALOWS LP

DocuSigned by:
By: Jeffrey Becker 12/22/2023 | 1:56 PM PST
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Jeffrey Becker

OJAI BUNGALOWS LP

DocuSigned by:
By: Willem Jonker 12/22/2023 | 3:13 PM PST
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Willem Jonker

Certificate Of Completion

Envelope Id: 9E2F32B5D17D409593E6936C96399FAD

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Subject: Complete with DocuSign: Ojai Bungalows_ Draft Settlement Agreement(26633423.15).pdf

Source Envelope:

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Signatures: 4

Certificate Pages: 5

Initials: 0

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Envelope Originator:

Caitlin Malone

675 15th Street

Suite 2900

Denver, CO 80202

cmalone@bhfs.com

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cmalone@bhfs.com

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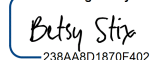
Signer Events

Betsy Stix

Betsy.Stix@ojai.ca.gov

Security Level: Email, Account Authentication
(None)**Signature**

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Timestamp

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Signed: 12/23/2023 7:40:43 AM

Electronic Record and Signature Disclosure:

Accepted: 12/23/2023 7:38:39 AM

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Jeffrey Becker

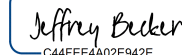
jbecker@beckergrp.com

President

The Becker Group, Inc.

Security Level: Email, Account Authentication
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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 12/22/2023 1:55:15 PM

ID: 077ac4ba-ed14-4ed7-a34f-15c2a61d044d

Matt Summers

msummers@chwlaw.us

Security Level: Email, Account Authentication
(None)

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Signed: 12/22/2023 7:25:38 PM

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Accepted: 12/22/2023 6:58:52 PM

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vim jonker

vim@topperspizzaplace.com

president

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Beth Collins bcollins@bhfs.com Board member Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 12/22/2023 1:17:55 PM Viewed: 12/22/2023 1:37:10 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/22/2023 1:17:56 PM
Certified Delivered	Security Checked	12/22/2023 3:12:12 PM
Signing Complete	Security Checked	12/22/2023 3:13:49 PM
Completed	Security Checked	12/23/2023 7:40:43 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Brownstein Hyatt Farber Schreck, LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Brownstein Hyatt Farber Schreck, LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: lmcdonald@bhfs.com

To advise Brownstein Hyatt Farber Schreck, LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at lmcdonald@bhfs.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Brownstein Hyatt Farber Schreck, LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Brownstein Hyatt Farber Schreck, LLP during the course of your relationship with Brownstein Hyatt Farber Schreck, LLP.

The undersigned, Calor Construction, Associates, a partnership, hereinafter called owner, hereby certifies as follows: To-wit:

That it is the owner in fee, subject to deed of trust to Security Title Insurance Company, a corporation as Trustee, of the land included within the subdivision entitled "Tract No. 1443" shown on the annexed map consisting of two sheets, that it together with the Trustee, are the only persons necessary to pass a clear title to said land, and it consents to the preparation and recordation of said map and subdivision as shown thus. That said Owner hereby dedicates to Public Use all of the land shown as Vista Hermosa Drive, Foothills Park Drive, Libby Avenue, Storm Drainage Easement and Equestrian Easement as shown on the annexed map.

Calor Construction, Associates, a partnership

by Vowels Construction Company, Inc., partner

by Otis W. Vowels
Otis W. Vowels, president

by George J. Rossi Construction Company, Inc., partner

by George J. Rossi
George J. Rossi, president

by A. D. Haines
A. D. Haines, partner

State of California } S.S.
County of Santa Barbara

On Aug. 21, 1962 before me, the undersigned personally appeared Otis W. Vowels known to me to be the president of Vowels Construction Company, Inc. the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be a partner of Calor Construction, Associates, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

James E. Mares
Notary Public

My Commission Expires APR. 25, 1964

State of California } S.S.
County of Santa Barbara

On Aug. 23, 1962 before me, the undersigned personally appeared George J. Rossi known to me to be the president of George J. Rossi Construction Company, Inc. the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be a partner of Calor Construction, Associates, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

James E. Mares
Notary Public

My Commission Expires APR. 25, 1964

State of California } S.S.
County of Santa Barbara

On Aug. 23, 1962 before me, the undersigned, a Notary Public in and for said County and State, personally appeared A. D. Haines known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

James E. Mares
Notary Public

My Commission Expires APR. 25, 1964

I, Michael Zambor, City Engineer of the City of Ojai, County of Ventura, State of California, hereby certify that I have examined the within map, that the subdivision, as shown hereon is substantially the same as it appeared on the tentative Map, and any approved alterations thereof, as approved by the City Council of the said City of Ojai on Aug. 23, 1962, that all of said subdivision is located entirely within the Corporate Limits of the said City of Ojai, that all of the provisions of the California Subdivision Map Act, as Amended and of the applicable ordinances of the said City of Ojai have been complied with, and that I am satisfied that the Map is technically correct.

Aug. 29, 1962
Dated

Michael Zambor
Registered Engineer No. 13440

I certify that according to the records of my office there are no liens against the subdivision, "Tract No. 1443" or any part thereof for unpaid state, county, municipal or local taxes or special assessments not yet payable.

Date this 27 day of August 1962.

Margaret E. Cooney
County Tax Collector
County of Ventura
By Kathryn Case, Deputy

I certify that all of the provisions of Chapter 2, Division 4, Part of 2, of the Business and Professions Code of the State of California and of any local ordinance pertaining to deposits, required at the time of the approval by the Board of Supervisors to the map entitled "Tract No. 1443" have been complied with.

Dated September 13, 1962

by Robert L. Hamm
Deputy County Clerk

Robert L. Hamm
Robert L. Hamm
County Clerk
County of Ventura

I, Charles A. Phillips, City Clerk of the City of Ojai, Ventura County, State of California, hereby certify that all City taxes levied or assessed against the real property included within the boundary lines of this map entitled "Tract No. 1443," that are due and payable, have been paid in full and further certify, that all of the provision of Chapter 2, Division 4, Part 2, of the business and Professions Code of the State of California and of any local ordinance pertaining to deposits required at the time of approval by the City Council of the City of Ojai, of the said map entitled "Tract No. 1443" have been complied with.

Dated this 29 day August 1962.

Charles A. Phillips
City Clerk of the City of Ojai.

#45012

Recorded at the request of County Clerk Sept 14, 1962 at 8:00 A.M. in Book 34 of Miscellaneous Records (Maps) at Pages 45, 46, 47, Records of Ventura County.

Dated Sept. 14, 1962

By William Dover
Deputy County Recorder

Robert L. Hamm
Robert L. Hamm
County Recorder
County of Ventura

I, Robert T. Lewis, hereby certify that I am a Licensed Surveyor of the State of California, and that this map consisting of 3 sheets, correctly represents a survey made under my direction January, 1962, for Calor Construction Co., that the survey is true and complete as shown, that the monuments are of the character and occupy the positions indicated (or will be set in such positions prior to the final acceptance of the improvements) and that they are (or will be) sufficient to enable the survey to be retraced.

August 29, 1962
Dated

Robert T. Lewis
L.S. 2777

This map consisting of three sheets being presented to the City of Ojai at a regular meeting of the said City Council held on the 27 day of August, 1962, said City Council hereby approved said map entitled Tract No. 1443 and accepts for public use Vista Hermosa Drive, Foothills Park Drive, Libby Avenue, Storm Drainage Easement and Equestrian Easement.

In Witness Whereof said City Council has caused this certificate to be signed by the Mayor and attested by the Clerk of said City Council and the corporate Seal of said City of Ojai to be here to affixed this 29 day of August 1962.

Ralph R. Bennett
Mayor of the City of Ojai

Attest
Charles A. Phillips
City Clerk and Ex-officio Clerk
of the Council of the City of Ojai.

Security Title Insurance Company, a California corporation, as Trustee, under deed of trust recorded in book 2180, page 235 of Official Records.

State of California } S.S.
County of Ventura }
On this 27th day of July in the year 1962, before me the undersigned, personally appeared Robert E. Blau known to me to be Vice-President and Beth C. Savard known to me to be Assistant Secretary of the Security Title Insurance Company a Corporation Trustee, the corporation that executed the within instrument and acknowledged to me that such corporation executed the same as trustee.

James E. Mares
Notary Public
My Commission Expires Oct. 28, 1962

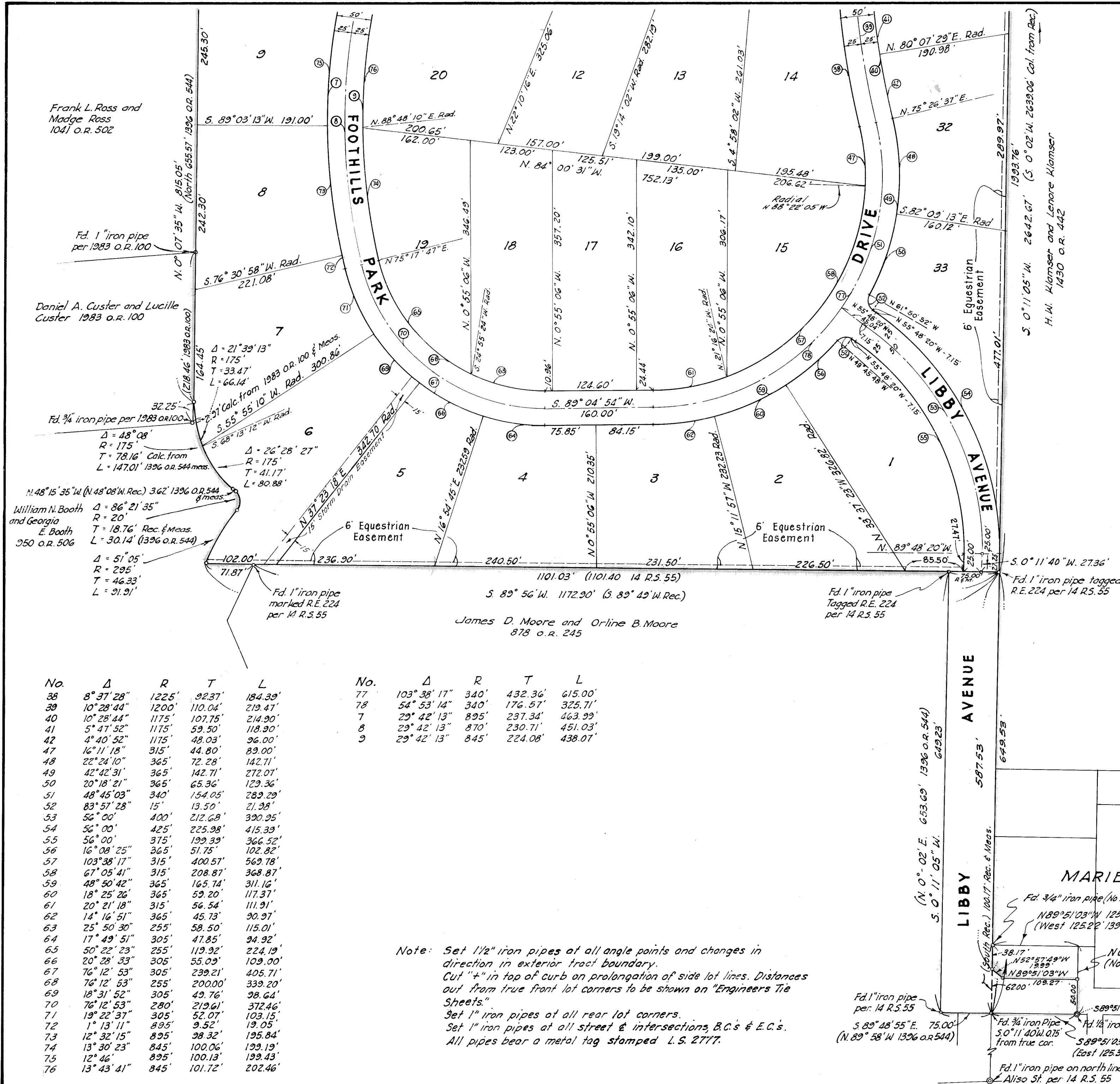
TRACT NO. 1443
BEING A PART OF
BLOCKS A, B & C FOOTHILLS PARK TRACT
(5 M.R. 18)
AND

ALL OF LOT 52 AND A PART OF LOT 10
MARIA L. MCKEE SUBDIVISION (2 R.S. 25)

CITY OF OJAI

VENTURA COUNTY CALIFORNIA
JULY, 1962

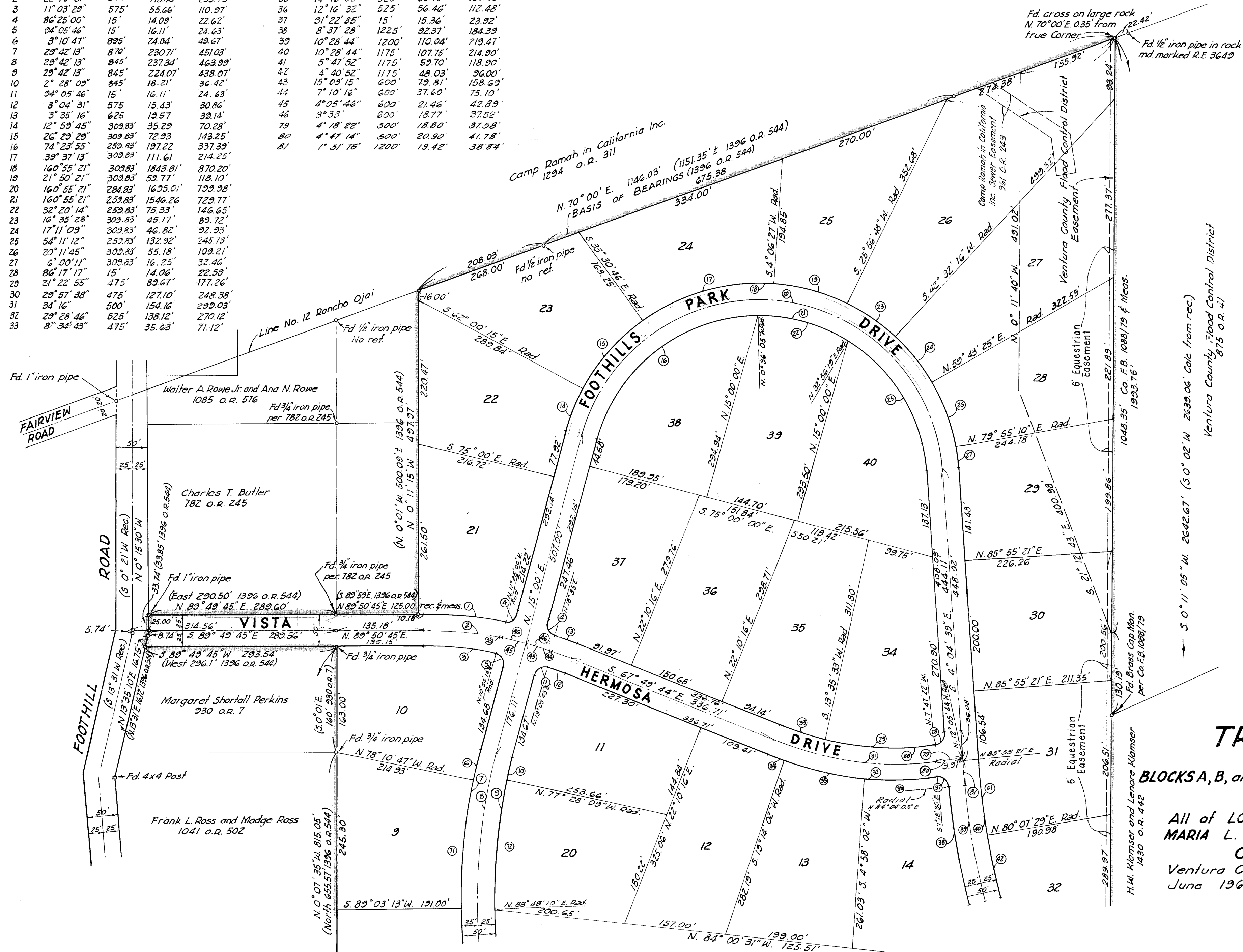
LEWIS & LEWIS
VENTURA, CALIFORNIA



TRACT No. 1443
Being a Part of
BLOCKS A, B, and C, FOOTHILLS PARK TRACT 5 M.R.18
And
All of LOT 5 and a part of LOT 10
MARIE L. Mc KEE SUBDIVISION 2 R.S.25
CITY OF OJAI
Ventura County California
June 1962 Scale 1" = 100'
Lewis & Lewis
Ventura, California

Sheet 2 of 3 Sheets.

No.	Δ	R	T	L	No.	Δ	R	T	L
1	11° 34' 15"	625'	63.32'	126.22'	34	2° 56' 14"	525'	13.46'	26.91'
2	22° 19' 31"	600'	118.40'	233.79'	35	14° 16' 00"	525'	65.70'	130.73'
3	11° 03' 29"	575'	55.66'	110.97'	36	12° 16' 32"	525'	56.46'	112.48'
4	86° 25' 00"	15'	14.09'	22.62'	37	31° 22' 35"	15'	15.36'	23.92'
5	94° 05' 46"	15'	16.11'	24.63'	38	8° 37' 28"	1225'	92.37'	184.39'
6	3° 10' 47"	895'	24.84'	49.67'	39	10° 28' 44"	1200'	110.04'	219.47'
7	29° 42' 13"	870'	230.71'	451.03'	40	10° 28' 44"	1175'	107.75'	214.90'
8	29° 42' 13"	845'	237.34'	463.99'	41	5° 47' 52"	1175'	59.70'	118.90'
9	29° 42' 13"	845'	224.07'	438.07'	42	4° 40' 52"	1175'	48.03'	96.00'
10	2° 28' 09"	845'	18.21'	36.42'	43	15° 09' 15"	600'	79.81'	158.63'
11	94° 05' 46"	15'	16.11'	24.63'	44	7° 10' 16"	600'	37.60'	75.10'
12	3° 04' 31"	575'	15.43'	30.86'	45	4° 05' 46"	600'	21.46'	42.89'
13	3° 35' 16"	625'	19.57'	39.14'	46	3° 35' 16"	600'	18.77'	37.52'
14	12° 59' 45"	309.83'	35.29'	70.28'	79	4° 18' 22"	500'	18.80'	37.58'
15	26° 29' 29"	309.83'	72.93'	143.25'	80	4° 47' 14"	500'	20.90'	41.78'
16	74° 23' 55"	259.83'	197.22'	337.39'	81	1° 31' 16"	1200'	19.42'	38.84'
17	39° 37' 13"	309.83'	111.61'	214.25'					
18	160° 55' 21"	309.83'	1843.81'	870.20'					
19	21° 50' 21"	309.83'	53.77'	118.10'					
20	160° 55' 21"	284.83'	1635.01'	799.98'					
21	160° 55' 21"	259.83'	1546.26'	729.77'					
22	32° 20' 14"	259.83'	75.33'	146.65'					
23	16° 35' 28"	309.83'	45.17'	89.72'					
24	17° 11' 09"	309.83'	46.82'	92.93'					
25	54° 11' 12"	259.83'	132.92'	245.73'					
26	20° 11' 45"	309.83'	55.18'	109.21'					
27	6° 00' 11"	309.83'	16.25'	32.46'					
28	86° 17' 17"	15'	14.06'	22.59'					
29	21° 22' 55"	475'	89.67'	177.26'					
30	29° 57' 38"	475'	127.10'	248.38'					
31	34° 16'	500'	154.16'	299.03'					
32	29° 28' 46"	525'	138.12'	270.12'					
33	8° 34' 43"	475'	35.63'	71.12'					

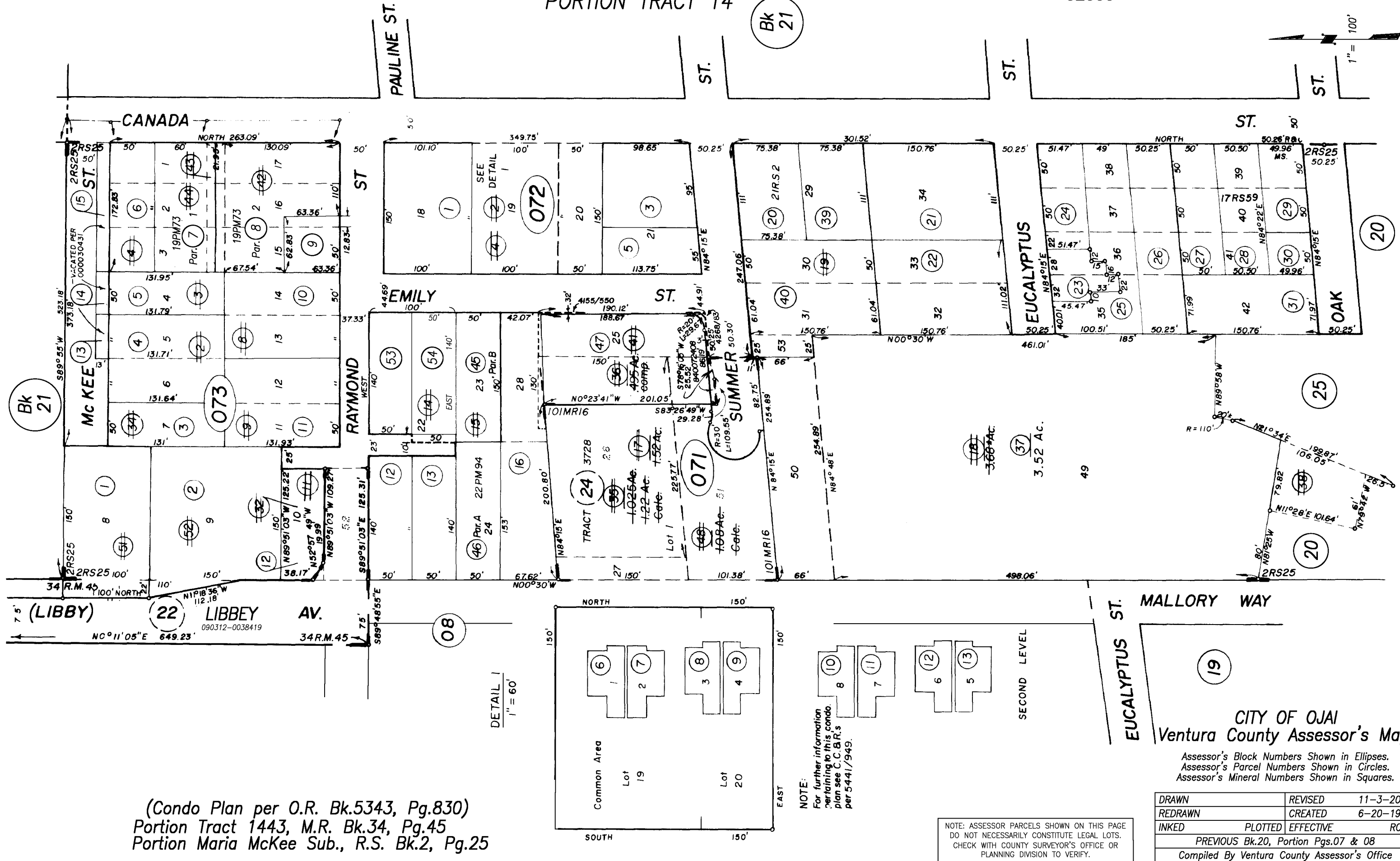


TRACT No. 1443
 Being a Part of
BLOCKS A, B, and C, FOOTHILLS PARK TRACT
 5 M.R.18
 And
 All of LOT 52 and a part of LOT 10
MARIA L. MCKEE SUBDIVISION 2R.5.25
CITY OF OJAI
 Ventura County California
 June 1962
 Scale 1"=100'
 Lewis & Lewis
 Ventura, California

RANCHO OJAI PORTION TRACT 14

Tax Rate Area
02000

20-07





Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Weston Montgomery, Chief Deputy City Clerk

MEETING DATE: January 27, 2026

SUBJECT: City Council Meeting Schedule - 2026

RECOMMENDATION

Approve the 2026 Meeting Schedule.

DISCUSSION

The Ojai City Council meets regularly on the 2nd and 4th Tuesday of each month at 6:00 p.m. (OMC Section 2-1.201). However, the regular meeting schedule is typically adjusted to accommodate a summer and winter recess and holidays.

The attached Meeting Schedule maintains the regular meeting schedule, with the following exceptions:

- July 28, 2026 6:00 pm Regular Meeting – Cancel – Summer Recess
- November 24, 2026 6:00 pm Regular Meeting – Cancel – Thanksgiving Week
- December 22, 2026 6:00 pm Regular Meeting – Cancel – Winter Recess

If needed, special and/or emergency meetings can be called in compliance with noticing requirements. All agendas are posted on the City's website at www.ojai.ca.gov on the Public Meetings webpage.

CITY COUNCIL GOALS ALIGNMENT

N/A (See Explanation Below)

This action is not specifically related to any Council goal but adopting an annual meeting schedule allows staff to better plan for items requiring Council action and provides advance notice to the public about upcoming meeting dates. Once approved, the schedule will be posted on the City's Public Meetings page.

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

There is no fiscal impact because of this action.

Prepared by: Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT(S)

A. 2026 Meeting Schedule



OJAI CITY COUNCIL 2026 MEETING SCHEDULE

The Ojai City Council meets the 2nd and 4th Tuesdays of each month at 6:00 p.m., unless other noted below. Additionally, Special Meetings may be noticed as necessary. All agendas are accessible on the City's website at ojai.ca.gov on the [Public Meetings page](#).

DATE

January 13, 2026	6:00 pm	Regular Meeting
January 27, 2026	6:00 pm	Regular Meeting
February 10, 2026	6:00 pm	Regular Meeting
February 24, 2026	6:00 pm	Regular Meeting
March 10, 2026	6:00 pm	Regular Meeting
March 24, 2026	6:00 pm	Regular Meeting
April 14, 2026	6:00 pm	Regular Meeting
April 28, 2026	6:00 pm	Regular Meeting
May 12, 2026	6:00 pm	Regular Meeting
May 26, 2026	6:00 pm	Regular Meeting
June 9, 2026	6:00 pm	Regular Meeting
June 23, 2026	6:00 pm	Regular Meeting
July 14, 2026	6:00 pm	Regular Meeting
<i>July 28, 2026</i>	<i>6:00 pm</i>	<i>Regular Meeting – Cancel – Summer Recess</i>
August 11, 2026	6:00 pm	Regular Meeting
August 25, 2026	6:00 pm	Regular Meeting
September 8, 2026	6:00 pm	Regular Meeting
September 22, 2026	6:00 pm	Regular Meeting
October 13, 2026	6:00 pm	Regular Meeting
October 27, 2026	6:00 pm	Regular Meeting
November 10, 2026	6:00 pm	Regular Meeting
<i>November 24, 2026</i>	<i>6:00 pm</i>	<i>Regular Meeting – Cancel – Thanksgiving Week</i>
December 8, 2026	6:00 pm	Regular Meeting
<i>December 22, 2026</i>	<i>6:00 pm</i>	<i>Regular Meeting – Cancel – Winter Recess</i>



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Weston Montgomery, Chief Deputy City Clerk

MEETING DATE: January 27, 2026

SUBJECT: Appointment of the Mayor Pro Tem

RECOMMENDATION

Adopt a Resolution appointing the Mayor Pro Tem for a one-year term.

DISCUSSION

The Mayor Pro Tem is selected by the members of the City Council and serves a one-year term. The Mayor Pro Tem acts in the absence of the Mayor. The Mayor is responsible for presiding at City Council meetings and representing the City at ceremonial and civic events. The Mayor executes documents and agreements on behalf of the City Council, makes recommendations for appointments to City boards and commissions, and represents the City on various county and regional boards, committees and commissions.

The procedure for nomination and selection of the Mayor Pro Tem is as follows:

1. The Mayor will open the floor for a nomination by motion from any member of the City Council.
2. The Mayor will ask for a second to confirm the nomination.
3. If there is a second, the Mayor will open the matter for discussion and then request a vote on the motion.
4. If there is no second to the nomination, the Mayor will ask for another nomination by motion, and repeat the process until a motion passes successfully to appoint a Mayor Pro Tem thereby adopting the Resolution.

CITY COUNCIL GOALS ALIGNMENT

N/A (See Explanation Below)

This action is not tied to any Council goal.

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

There is no fiscal impact because of this action.

Prepared by: Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT(S)

- A. Resolution No. 2026-XX Appoint the Mayor Pro Tem

**CITY OF OJAI
RESOLUTION NO. 2026-XX**

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF OJAI, CALIFORNIA APPOINTING**

AS MAYOR PRO TEM FOR A ONE-YEAR TERM

WHEREAS, the position of Mayor Pro Tem is selected by the members of the City Council to serve a one-year term typically in December annually; and

WHEREAS, the position of Mayor Pro Tem has rotated on an annual basis since 1984; and

WHEREAS, on November 4, 2014, the voters adopted a measure providing for a directly elected Mayor and the position of Mayor was directly elected on November 8, 2016 leaving the position of Mayor Pro Tem to be elected by the Council.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, DOES HEREBY RESOLVE AND ORDER, AS FOLLOWS:

_____ is duly elected to serve as Mayor Pro Tem.

PASSED, APPROVED AND ADOPTED THIS 27th **day of January 2026, by the following vote:**

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF OJAI, CALIFORNIA

Andy Gillman, Mayor

Date signed

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVE AS TO FORM:

Bethany Burgess, City Attorney



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Weston Montgomery, Chief Deputy City Clerk

MEETING DATE: January 27, 2026

SUBJECT: Appointment of Representatives to Local and Regional Boards and a City Committee

RECOMMENDATION

Review current assignments and appoint representatives to serve on local and regional boards, and a City committee.

DISCUSSION

Each year the City Council designates representatives to serve on the following local and regional boards, and a City committee:

Ojai Valley Boards:

Ojai Basin Groundwater Management Agency (OBGMA)
1 representative and 1 alternate

Ojai Unified School District
1 liaison and 1 alternate

Ojai Valley Sanitary District
1 liaison and 1 alternate

Ojai Valley Green Coalition
1 liaison and 1 alternate

County and Regional Boards:

California Joint Powers Insurance Authority (CJPIA)
Mayor

City Selection Committee of Ventura County
Mayor

Clean Power Alliance (CPA)
1 representative and 2 alternates

Economic Development Collaborative of Ventura County (EDC-VC)
1 representative and 1 alternate

Gold Coast Transit District
1 representative and 1 alternate

Southern California Association of Governments (SCAG)
1 representative and 1 alternate

Ventura County Air Pollution Control District (APCD)
1 representative

Ventura County Animal Services (VCAS)
1 representative and 1 alternate

Ventura County Council of Governments (VCOG)
1 representative and 1 alternate

Ventura County Transportation Commission (VCTC)
1 representative and 1 alternate

Ventura Regional Sanitation District (VRSD)
1 representative and 1 alternate

City of Ojai Committee:

Finance and Budget Committee

Mayor, 1 Council Member, and 2 Ojai City residents (4-year terms) (Current Ojai City resident terms 2025-29)

New Addition in 2026:

Ojai Valley Municipal Advisory Council (OVMAC)

City Council request to appoint 2 Council Member representatives

See Attachment A for last year's assignments and additional and specific information regarding each organization.

FPPC Requirements

Assignments to some boards require completion of the FPPC Form 700 Statement of Economic Interests. Additionally, some boards provide a stipend and/or expense reimbursement for service on the board. The appointees to those positions will be listed on the City's FPPC Form 806 which is a public facing document posted to the City's website.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

There is no fiscal impact because of this action.

Prepared by: Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT(S)

- A. Council Member Local and Regional Assignments - 2025

COUNCIL ASSIGNMENTS TO REGIONAL BOARDS AND COMMITTEES
Updated per Council Action on January 28, 2025

VENTURA COUNTY AIR POLLUTION CONTROL BOARD (APCB)

Representative: Council Member Whitman
Alternate: N/A per APCB Policy
Meets: Monthly, second Tuesday, 1:30 p.m.
Stipend: None

This 10-member board consists of the County Board of Supervisors and five elected officials representing Ventura County cities. The APC Board establishes policy and approves new rules. They also appoint the Air Pollution Control Officer, the District Hearing Board, Advisory Committee, and Clean Air Fund Advisory Committee.

Contact: Executive Director, Ali Ghesemi
aghasemi@vcapcd.org
<http://vcapcd.org/agendas.htm>

CALIFORNIA JOINT POWERS INSURANCE AUTHORITY (CJPIA) (Mayor Specific)

Representative: Mayor Gilman
Alternate: N/A
Meet: Annually
Stipend: None

The California Joint Powers Insurance Authority (CJPIA) is a public agency created to provide programs to protect its members, their employees and property, through a self-insurance pool, against unavoidable losses. The City of Ojai has been a CJPIA member since 1994. General membership meetings are held annually, usually in the Los Angeles area.

Contact: Veronica Ruiz, Agency Clerk
(562) 467-8736
<https://cjpia.org/about/meetings-agendas/>

CLEAN POWER ALLIANCE BOARD (CPA)

Representative: Mayor Pro Tem Lang
Alternate: Michelle Ellison
Second Alternate: Council Member Whitman
Meet: First Thursday of each month at 2:00 p.m.
Stipend: None

Clean Power Alliance (CPA) purchases clean power and Southern California Edison (SCE) delivers it. CPA serves approximately three million customers and one million customer accounts across 32 communities throughout Southern California. CPA is governed by a Board of Directors, which includes an elected official from each member city or county. The Council may also choose up to two alternates.

Contact: Gabby Monzon, Clerk of the Board
gmonzon@cleanpoweralliance.org
(213) 713-5995
cleanpoweralliance.org

COUNCIL ASSIGNMENTS TO REGIONAL BOARDS AND COMMITTEES

CITY SELECTION COMMITTEE OF VENTURA COUNTY (Mayor Specific)

Representative: Mayor Gilman

Alternate: N/A

Meet: As needed

Stipend: None

This committee serves to recommend appointments for the various regional and county boards when there is a vacancy.

Contact: Brenden Vlahakis, Senior Deputy Clerk of the Board
Phone Direct: (805) 654-2523
Office Main Phone: (805) 654-2251
Brenden.Vlahakis@Ventura.org
www.ventura.org/cob

VENTURA COUNTY ANIMAL SERVICES COMMISSION BOARD

Representative: Council Member Rule

Alternate: Council Member Mang

Meet: Approximately quarterly, first or second Thursday of that month at 9:00 a.m.

Stipend: \$50 per meeting

The Ventura County Animal Services department is responsible for state mandated animal regulation services. The City of Ojai, under contract agreement, participates with other jurisdictions in having the Animal Regulation Department provide services within our City. Meetings are quarterly and are usually held on the first or second Thursday morning of the month in Camarillo.

Contact: Sandra Ropes, Recording Secretary
Sandra.ropes@ventura.org
805-388-4341
www.vcas.us/vcas-commission/

ECONOMIC DEVELOPMENT COLLABORATIVE OF VENTURA COUNTY (EDC-VC)

Representative: Council Member Lang

Alternate: Council Member Rule

Meet: Monthly, third Thursday at 3:30 p.m.

Stipend: None

The organization is a regional consortium of local government agencies working on economic development strategies for Ventura County.

Contact: info@edcollaborative.com
[805.409.9159](tel:805.409.9159)
<https://edcollaborative.com/about-us/edc-board/>

COUNCIL ASSIGNMENTS TO REGIONAL BOARDS AND COMMITTEES

OJAI BASIN GROUNDWATER MANAGEMENT AGENCY BOARD (OBGMA)

Representative: Council Member Whitman
Alternate: Mayor Gilman
Meet: Monthly, fourth Thursday at 3:00 p.m.
Stipend: None

This agency was formed by State law at the request of the City of Ojai and several other sponsoring agencies. It is responsible for monitoring and managing the Ojai basin groundwater supply which meets most of the City's need for water as well as the East End. The board includes representatives from the City of Ojai, Casitas Municipal Water District, the Ojai Conservation District and a representative on behalf of several mutual water companies. OBGMA is funded with a small assessment on well water extractions. This funding is used for ongoing data collection and monitoring of the water resource. OBGMA meets on the last Thursday of each month at 3:00 p.m.

Contact: Roberta:
Office: 805 640-1207
Cell: 805-844-9331
obgma@aol.com
<http://obgma.com>

GOLD COAST TRANSIT DISTRICT BOARD

Representative: Council Member Lang
Alternate: Council Member Rule
Meet: Monthly, first Wednesday, at 10:00 a.m.
Stipend: \$100 per meeting

This is a joint powers agency which provides bus service in western Ventura County. Participating jurisdictions include the cities of Oxnard, Ventura, Port Hueneme, Ojai and the County of Ventura. The board generally meets once per month on the first Wednesday from approximately 10:00 a.m. until 12:00 p.m. at the SCAT offices in Oxnard.

Contact: Angelica Delgado, Clerk of the Board
805-483-3959 x 160
adelgado@gctd.org
<https://www.gctd.org/about/board-meetings/>

COUNCIL ASSIGNMENTS TO REGIONAL BOARDS AND COMMITTEES

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG)

Representative:	Council Member Rule
Alternate:	Council Member Lang
Meets:	Once a year, usually April or May
Stipend:	None

The Southern California Association of Governments (SCAG) is a Joint Powers Authority (JPA) under California state law, established as an association of local governments and agencies that voluntarily convene as a forum to address regional issues. It encompasses six counties: Imperial, Los Angeles, Orange, Riverside, San Bernardino and Ventura, and 191 cities. At least once every year, usually in April or May, SCAG convenes the General Assembly to bring together the official representatives of SCAG's membership and help set the agency's course for the coming year.

Contact: Maggie Aguilar
[\(213\) 630-1420](tel:(213)630-1420)
aguilarm@scag.ca.gov
<https://scag.ca.gov/meetings>

VENTURA COUNTY COUNCIL OF GOVERNMENTS (VCOG)

Representative:	Council Member Rule
Alternate:	Council Member Mang
Meet:	Four to six times per year, second Thursday, at 5:00 p.m.
Stipend:	None

This is a regional association of the eleven general-purpose governments in Ventura County (the ten cities plus the County). Meets four times a year, on the third Thursday of the month from 5:00 p.m. until about 6:00 p.m. in Camarillo (Jan, April, July and end of year, plus at least one more meeting, sometimes two). The issues VCOG deals with are quite varied and can include virtually any regional governance issue. This is an advisory agency in most respects.

Contact: Hugh Riley, Executive Director
(805) 217-9448
ridgeriley@msn.com
<https://www.venturacog.org/>

COUNCIL ASSIGNMENTS TO REGIONAL BOARDS AND COMMITTEES

VENTURA COUNTY TRANSPORTATION COMMISSION BOARD (VCTC)

Representative: Mayor Pro Tem Lang
Alternate: Council Member Rule (UPDATE: VCTC has notified the City that no Alternate role exists under their administrative code.)

Meet: Monthly, first Friday, at 8:00 a.m.

Stipend: \$100 per meeting

VCTC is composed of one representative from each of the ten Ventura County cities, five members of the County Board of Supervisors, two public members at large and one member appointed by the Ventura Government. VCTC allocates significant transportation-related funding to the cities and the County. It provides an overview of all public transportation services via the Unmet Needs Hearing process.

Contact: Roxanna Ibarra, Clerk of the Board
805-642-1591 ext. 101
ribarra@goventura.org
<https://www.goventura.org/current-meetings/>

VENTURA REGIONAL SANITATION DISTRICT BOARD (VRSD)

Representative: Council Member Whitman

Alternate: Council Member Mang

Meet: Two times per month, first and third Thursdays, at 8:00 a.m.

Stipend: \$186 per meeting

This is an independent special district with board members selected from elected city councils of cities within the district's boundary, which is most of Ventura County with the exception of Simi Valley and Moorpark. The district can undertake a broad range of activities concerning solid waste and wastewater treatment. There are nine board members (eight city council members and one representative of solid waste / sanitary sewer special districts). VRSD meets in Ventura on the first and third Thursdays of each month at 8:00 a.m. until approximately 10:30 a.m. Board members may also serve on from one to three sub-committees which meet once per month.

Contact: Juliet Rodriguez, Clerk of the Board
julietrodriguez@vrsd.com
(805) 658-4642
<https://www.vrsd.com/>

OJAI VALLEY SANITARY DISTRICT

Liaison: Council Member Rule

Alternate: Mayor Gilman

Meet: Monthly, fourth Monday, at 6:00 p.m.

Stipend: None

The Ojai Valley Sanitary District provides sanitary sewer service for about 20,000 residents of the City of Ojai and the unincorporated Ojai Valley. It collects and transports wastewater for treatment at the Ojai Valley Treatment Plant and disposes of effluent and sludge.

COUNCIL ASSIGNMENTS TO REGIONAL BOARDS AND COMMITTEES

Contact: Alison Young, Administrative Officer
alison.young@ojaisan.org
(805) 646-5548
<https://www.ojaisan.org/contact/index.php>

OJAI VALLEY GREEN COALITION

Liaison: Council Member Rule
Alternate: Mayor Gilman
Meet: Monthly, Thursday, at 6:30 p.m.
Stipend: None

The mission of the Ojai Valley Green Coalition is to advance a green, sustainable, and resilient Ojai Valley.

Contact: (805) 669-8445
contact@ojaivalleygreencoalition.org
<https://ojaivalleygreencoalition.org/>

OJAI UNIFIED SCHOOL DISTRICT

Liaison: Mayor Gilman
Alternate: Council Member Rule

Contact: 805-640-4300
communications@ojaiusd.org
<https://www.ojaiusd.org/>

CITY OF OJAI AUDIT/BUDGET COMMITTEE

Appointee: Mayor Gilman
Additional Appointee: VACANT
Additional Appointee: Council Member Mang
Meet: As needed
Stipend: None

Contact: Pam Greer, Finance Director
pam.greer@ojai.ca.gov
(805) 646-5581 ext. 106

OJAI VALLEY CHAMBER OF COMMERCE LIAISON (Added by Council action to the list on January 28, 2025)

Appointee: Mayor Pro Tem Lang
Additional Appointee: Mayor Gilman

Contact: Jamie Fleming
jamie@OjaiChamber.org



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: January 27, 2026

SUBJECT: Agreement with Kiley & Associates, LLC for Federal Advocacy and Funding Support

RECOMMENDATION

Engage Kiley & Associates, LLC, for federal advocacy and funding support to maximize the City of Ojai's access to federal resources and advance City Council approved priorities and authorize the City Manager to execute a one-year agreement with Kiley & Associates, LLC, for an amount not-to-exceed \$36,000 under the proposed terms in a form approved by the City Attorney.

DISCUSSION

Why Federal Advocacy Matters for the City of Ojai

The City of Ojai (City) currently lacks dedicated federal representation to navigate an increasingly competitive federal funding landscape. Without professional advocacy, the City competes at a significant disadvantage against cities with established Washington, D.C. relationships and in-house expertise. Critical funding opportunities go unidentified or pursued ineffectively, federal decision-makers remain unaware of the City's unique needs and priorities, and the City misses strategic positioning for multi-year funding cycles that could benefit the community for years to come.

The Strategic Opportunity

Kiley & Associates offers specialized federal advocacy that would provide the City with a comprehensive approach to strengthening its federal presence. The firm would develop a strategic Federal Funding Roadmap customized to City Council goals and supporting tactics, including public safety improvements, infrastructure, broadband expansion, economic development, and parks enhancement.

The engagement includes pursuit of up to three Congressional earmark opportunities annually, targeting specific City projects for direct federal appropriations. These earmarks represent some of the most reliable federal funding mechanisms available to municipalities of the City's size. Additionally, Kiley & Associates would coordinate advocacy meetings with Congressional offices representing the City and relevant federal agencies such as the U.S. Department of Transportation, USDA, and Department of Interior. An annual

Washington, D.C. City excursion would provide City Council members and staff the opportunity to meet directly with federal decision-makers, putting a face to our community's needs.

The firm would also provide quarterly policy updates on federal programs, funding cycles, and strategic opportunities tailored specifically to City Council Goals. This intelligence is critical for staying ahead of funding announcements and positioning the City competitively before application windows even open.

Proven Track Record and Anticipated Results

Kiley & Associates has secured millions in federal funding for comparable California cities. Attachment B (FY26 California CPF Results) demonstrates their recent success in securing highly competitive federal earmarks for clients. In total, Kiley & Associates secured over \$32 million in federal funding for California projects in FY26, with individual awards ranging from \$250,000 to \$5 million. Their successes include funding for parks and recreation facility improvements, street and infrastructure upgrades, emergency operations centers, and economic development initiatives.

For the City specifically, the anticipated impact in Year One is positioning the City to secure between \$500,000 and \$2 million in federal funding while establishing critical relationships with federal stakeholders. These relationships compound over time as the City becomes a known entity in federal circles, creating a sustainable funding pipeline that extends well beyond the first year.

Return on Investment

With a first year investment of \$36,000 (Attachment A – City of Ojai Proposal Letter – Kiley & Associates), securing even the conservative end of projected funding (\$500,000) represents a fourteen-to-one return on investment. The mid-range projection of \$1.25 million represents a thirty-five-to-one return. Few municipal investments offer this level of potential return while simultaneously advancing multiple City Council priorities.

The proposed engagement will directly supports the City Council's ability to accelerate infrastructure improvements without burdening local taxpayers, fund economic development initiatives, enhance parks and public spaces, strengthen public safety capacity, and leverage federal dollars to match or replace local funding requirements.

The Cost of Inaction

Without dedicated federal advocacy, Ojai will likely miss Fiscal Year 2027 earmark opportunities, with deadlines approaching in the coming months. The City will remain largely invisible to federal decision-makers allocating discretionary funds and will lack strategic positioning for major programs under the Infrastructure Investment and Jobs Act and Inflation Reduction Act. Most significantly, the City will continue competing at a disadvantage against better-represented communities who have invested in federal advocacy relationships.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

The proposed engagement requires a monthly retainer of \$3,000, totaling \$36,000 annually. No additional appropriations are needed, as funding will be covered through contract savings from other professional services agreements that are billed on an hourly basis. These savings provide sufficient capacity within the existing budget to support this engagement without impacting other planned expenditures.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

- A. City of Ojai Proposal Letter – Kiley & Associates
- B. Kiley & Associates FY26 California Projects

Kiley & Associates

January 6, 2026

Mr. Ben Harvey
City Manager
401 South Ventura Street
Ojai, CA 93023

Dear Mr. Harvey,

I am writing to provide an overview of how Kiley & Associates will serve the City of Ojai. Our firm offers deep federal experience, long-standing bipartisan relationships in Washington, D.C., and a history of success with municipalities across the country. This letter outlines not just who we are, but specifically what we will do, what Ojai can expect to receive, and what kind of return on investment your city can anticipate.

For more than a decade, Kiley & Associates has offered a wide range of services to a variety of organizations across many industry sectors. These include local governments, states, businesses, corporations, nonprofits and trade associations. We have provided government relations services in Washington, D.C. to some of the largest and most complex governmental entities in the country; helped clients successfully achieve policy, regulatory, and funding goals; and assisted others to envision and then implement multi-year, multi-million-dollar development projects. Our in-depth substantive knowledge combined with our creativity, hard work and reputation for integrity has earned us the trust of longstanding clients. We're proud that clients think of us as an integral part of their operations, capable of delivering the services they need when they need them.

Kiley & Associates proposes to provide a tailored federal advocacy, funding, and policy support program with the following scope of work and deliverables:

Scope of Work (Annual):

- **Federal Funding Strategy & Execution:**
 - Develop a Federal Funding Roadmap based on Ojai's top priorities such as: infrastructure, broadband, water, economic development, parks, and public safety.
 - Identify and pursue up to 3 earmark opportunities per Fiscal Year (FY) aligned to these goals.
- **Direct Advocacy & Relationship Building:**
 - Arrange and support at least 15 meetings (virtual or in person) annually between Ojai officials and key congressional offices, agency leaders, and program administrators, in order to address topics of importance to Ojai.
 - Support the development of briefing materials, policy one-pagers, and talking points for all engagements.
- **Policy Advisory Support:**
 - Provide quarterly updates on relevant federal legislative actions, funding opportunities, and regulatory changes.

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- Provide feedback and guidance in obtaining letters of support, and liaise directly with agency staff to strengthen submissions.
- **Annual Washington, D.C. Fly-In:**
 - Coordinate and support a targeted advocacy trip to Washington, D.C., timed with congressional appropriations milestones.
 - Schedule meetings with lawmakers, agency decision-makers, and relevant committee staff.
- **Strategic Guidance:**
 - Offer ongoing guidance on leveraging existing federal programs (FEMA, Department of Transportation, Department of Justice, Army Corps of Engineers, USDA, the Federal Aviation Administration, the U.S. Postal Service and more) to fund local projects.
 - Advise on key federal deadlines and timelines to ensure Ojai engages at optimal moments during the federal funding cycle.

Expected Return on Investment (ROI):

Our target in Year One is to:

- Position Ojai for \$500K–\$2M in federal funding through congressionally directed spending.
- Increase Ojai’s visibility with federal stakeholders to better position the city for long-term funding and policy influence.

Relevant Experience: We’ve applied this approach successfully for more than two dozen cities. The following is indicative of the type of success we have experienced:

- **City of Carson, CA** – Helped secure over \$6.5 million in federal earmarks and grant funding between 2021–2024, including for parks and public safety infrastructure.
- **City of South Gate, CA** – Guided the city through multiple funding cycles, including securing over \$4 million for street improvements, water systems, and emergency operations.
- **City of Lynwood, CA** – Secured \$1.3 million for senior center upgrades and helped navigate FEMA and American Rescue Plan Act (ARPA) funding compliance.

More detail on past performance can be found in the accompanying attachment II below.

Team Commitment: You will have access to a senior-level team, including our President, Chief Counsel, and Vice President, who will be directly involved in advancing Ojai's objectives.

Kiley & Associates would welcome the opportunity to serve as Ojai’s federal advocate. Should you decide to hire our team we are prepared to begin immediately and would recommend a strategy session be scheduled as soon as possible so that we can begin our collaboration. Our **monthly retainer** for our services is **\$3,000** per month.

Thank you for your time and consideration. Please do not hesitate to contact me directly with any questions.

Very respectfully,

Kiley & Associates

A handwritten signature in blue ink that reads "Jayson Braude". The signature is fluid and cursive, with the first name "Jayson" and last name "Braude" clearly legible.

Jayson Braude
Chief Counsel

Kiley & Associates, LLC
301 H Street NE
Washington, DC 20002
(562) 818-6646
JBraude@kileyassociates.org

2 Attachments:

1. Team Biographies
2. Recent Experience and References

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Attachment I: Team Biographies

Gregory T. Kiley-President, Kiley & Associates

Gregory Kiley is President of Kiley & Associates, LLC. Since retiring from federal service, he has consulted to federal, state and local governments, and industry and non-profit entities on national security policy and processes. He has written for the Center for Strategic and International Studies among others.

Prior to working in the private sector, Mr. Kiley served 25 years in the federal government, concentrating on local governments, defense and national security. He spent six years as a senior professional staff member for the Senate Armed Services Committee. As lead staff for two subcommittees, his oversight portfolio included all military air and ground systems, military logistics and readiness, and the defense budget. His responsibilities included coordinating and conducting congressional hearings, developing and drafting legislation, and negotiating and staffing passage of annual National Defense Authorization Acts and supplemental spending bills.

Mr. Kiley began his professional career in the U.S. Air Force, culminating as a senior pilot, flying C-130 aircraft and deploying throughout the world. Greg also held positions as a wing plans officer, maintenance officer, and information management officer. Greg lives in Washington, D.C. with his wife and daughters.

Jayson J. Braude-Chief Counsel, Kiley & Associates

Jayson Braude is the Chief Counsel to Kiley & Associates. Jayson Braude grew up in the Los Angeles area and is the grandson of former United States Congressman Glenn Anderson. Jayson worked for United States Senators Kent Conrad and Sherrod Brown in Washington, D.C. After law school, he worked as Legislative Counsel for United States Congresswoman Janice Hahn, where he staffed the Congresswoman on the House Transportation and Infrastructure Committee. He then became the District Director for Congresswoman Nannette Diaz Barragan in her San Pedro office. Jayson has over fifteen-years of experience in government affairs and maintains contacts all over Capitol Hill and throughout federal, state and local agencies. Jayson is a graduate of UC Santa Barbara and received his law degree from Southwestern Law School in Los Angeles. Jayson is a member of the Washington Bar and resides in Washington, D.C.

Kimberly J. VanWyhe-Vice President, Kiley & Associates

Kimberly is currently Vice President of Kiley & Associates, focusing on business development and policy and strategy development. Kimberly received her BA in Political Science from St. John's University in 2004 and received her MBA in International Business with a concentration in consulting and holds a certification in Global Oil and Gas Management from the Thunderbird School of Global Management. Kimberly's previous professional experience includes working on multiple political campaigns on both the state and federal level, working for the Alaska State Legislature as well as working for the Cohen Group, a defense-oriented consulting firm founded by former Secretary of Defense William Cohen. She then served as the Director of Energy Policy at the American Action Forum, a D.C. think tank focusing on economic, domestic, and fiscal policy issues. Kimberly was raised in Fairbanks, Alaska and currently resides in Washington, D.C.

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Michael Lane, Senior Advisor, Kiley & Associates

Michael Lane is a Senior Advisor at Kiley & Associates, specializing in federal supply chain policy, risk management, and government affairs. A former U.S. Army officer, he led the deployment of a logistics and sustainment company to Iraq in 2011 before transitioning to federal consulting. Mike has advised key agencies—including the Departments of State, Treasury, and Defense—on procurement, logistics, and risk management. He also has supported major defense contractors and aerospace firms navigating federal regulations. With deep expertise in supply chain resilience and national security policy, Mike advocates for clients facing legislative and regulatory challenges. A longtime Washington, D.C. resident, he leverages strong relationships across Capitol Hill and federal agencies to drive results.

Attachment II: Recent Experience and References

Kiley & Associates has strong ties at the federal level with both the legislative and executive branches. Every member of our team has developed professional working relationships with Republican and Democratic Members of the Senate and House, as well as with their personal staffs, and the staffs of key Senate and House committees. Further, we maintain strong working relationships across the Executive Branch and with key federal agencies.

Kiley & Associates' size, structure and personalized approach allows us to provide proactive, cost-effective representation to all our clients.

We are extremely proud of our work for our city clients across the State of California. The accomplishments and experience gained from the recent work below in other cities is a sample of similar work we would apply to the City of Ojai.

2019-Present. City of Carson, California.

- Provided guidance and counsel to the Mayor and City Council on various matters related to COVID-19, including updates on federal policy and federal grant opportunities.
- Organized a Federal Small Business Administration virtual meeting to educate Carson business owners on the Paycheck Protection Program.
- Coordinated meetings between Carson Council members, the FAA, and the Long Beach Airport regarding noise complaints from residents.
- Facilitated meetings with FEMA and the United States Treasury to ensure Carson was receiving their fair share of the municipal funding from the American Rescue Plan.
- Renewed the City's relationship with United States Senator Dianne Feinstein and helped the City apply for earmarks and Community Improvement Projects (CIPs) with her office, which includes the potential of over a million dollars for parks funding within the City.
- Worked with the Federal Communications Commission to promote the Emergency Broadband Benefit to Carson residents, which will provide them up to \$50 per month towards broadband

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service for eligible households and a one-time discount of up to \$100 to purchase a computer or tablet.

- At the request of the City, approached the U.S. Postal Service in Washington, D.C. to investigate long-running postal problems within the City of Carson with a goal to improve mail service for Carson residents.
- Worked with the City to explore renewable energy opportunities, including electric vehicle charging throughout Carson and solar power at City Hall and other City-owned buildings.
- Brought in the U.S. Army Corps of Engineers and the U.S. Environmental Protection Agency to help the City with the problem at the Domínguez Channel.
- Helped the City secure a \$2 million federal earmark from their Congressman for an infrastructure project at Carson Veterans Park.
- Helped the City secure a Senate earmark for \$1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.

2019-Present. **City of South Gate, California.**

- Developed a federal funding and policy agenda for the Mayor, Council and City department heads. Created federal government agendas and provided federal outreach and funding opportunities. Provide the City with relevant hearing schedules and grant announcements.
- Arranged for City officials to meet with federal officials on the COVID-19 Funeral Assistance program which provided thousands of dollars for families in the City who lost a loved one.
- Provided the City with Congressional and White House updates detailing legislative action in Washington.
- Initiated a dialogue for the City with Union Pacific Railroad regarding trash and homelessness along a neglected rail line.
- Worked with the City to secure earmarks for \$1.5 million in road improvements to Garfield Avenue, of which Congresswoman Barragán submitted to the House Committee on Transportation and Infrastructure for approval.
- Worked with South Gate, Los Angeles County Metro, and Congress for millions of dollars in funding for the West Santa Ana Branch light rail line. Started a dialogue between the City and the office of recently appointed United States Senator Alex Padilla.
- Worked with the City and the EPA to keep the South Gate Superfund sites at the forefront of the agencies' federal priorities.
- Worked closely with the City and federal officials after the January 2020 Delta Airlines Fuel Release over Southeast Los Angeles. Facilitated a Zoom call between the White House and the City of South Gate. South Gate Councilwoman Denise Diaz also participated in this extremely

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informative and crucial White House conversation with Intergovernmental Affairs Director Eduardo Cisneros.

- Engaged with the United States Conference of Mayors, providing South Gate a seat at the table for numerous federal decisions.
- Helped the City secure an earmark for \$1 million that the Congresswoman submitted to the House Appropriations Committee for drinking water improvements.
- Helped the City secure an earmark for \$1.5 million that Senator Padilla submitted to the Senate Appropriations Committee for street and landscaping improvements.
- Helped the City secure an earmark for \$1.25 million that both Senator Feinstein and Senator Padilla submitted to the Senate Appropriations Committee for upgrades to the City's Emergency Operations Center.

2020-Present. **City of Lynwood, California.**

- Organized meetings for the City and the Port of Los Angeles regarding the shipping backlog and the supply chain issues currently impacting the region, traffic, and the environment.
- Worked with the U.S. Department of Housing and Urban Development to secure a \$1 million dollars award for the City of Lynwood. Worked with the EPA to bring in senior White House officials to the City for a tour and meetings.
- Worked with Congressional officials and the City to ensure Lynwood is maximizing COVID-19 FEMA reimbursements and implementing ARPA funding for maximum usage.
- Helped the City with numerous matters related to compliance and accounting of the ARPA. Worked with the City to push for Federal legislation that allows for 30% of ARPA recovery funding to be spent on transportation projects or community projects. This legislation allows local officials additional flexibility to spend their own funds and extends the spending deadline by an additional two years.
- Helped the City secure an earmark for \$1.3 million that their Congresswoman submitted to the House Appropriations Committee for renovations to the City's Senior Center.
- Helped the City secure Senate earmarks that were submitted to the Senate Appropriations Committee. Senator Feinstein secured funding for public safety radio.

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References

Jennifer Vasquez
City Manager, City of Maywood
Jennifer.Vasquez@cityofmaywood.org
323-562-5700

Thaddeus McCormack
City Manager, City of Lakewood
Tmack@lakewoodcity.org
562-202-1114

Mayor Michael Vargas
City of Perris
MVargas@cityofperris.org
951-238-9598

John Moreno
City Manager, City of Paramount
JMoreno@paramountcity.com
562-400-6070

Mike Flad
Assistant City Manager, Jurupa Valley
Mflad@jurupavalley.org
818-632-3110

David Roberts
City Manager, City of Carson
DRoberts@carsonca.gov
310-952-1729

Kiley & Associates FY26 California Projects Approved – House of Reps.

City	Project	Amount (\$)
Carson	Safe Routes to School Program	\$250,000
Lynwood	Community Center Improvements	\$850,000
Paramount	Park Community Center Expansion	\$500,000
South Gate	Electric Buses and Charging Infrastructure	\$250,000
Maywood	Teen Center	\$850,000
Milpitas	Mainstreet Revitalization	\$250,000
Lakewood	LPR Security Cameras	\$1,031,000
Perris	Tiller Firetruck	\$850,000
Jurupa Valley	Limonite Avenue Roadway Improvement	\$850,000
La Quinta	Washington Street Pavement Resurfacing and Drainage Improvements	\$5,000,000
Indian Wells	Whitewater Channel Lining Project	\$5,000,000
Concord	EOC Project Upgrades	\$1,034,487
Upland	Campus Avenue Storm Drain Improvement	\$1,092,000
Upland	Police Department CAD/RMS	\$1,031,000
Monte Vista Water District	Pipeline Replacement Project	\$1,092,000
Coachella Valley Cemetery District	CVCD Road Rehabilitation Project	\$1,000,000
Bishop	Fire Ladder Truck	\$1,214,366
Nevada County Consolidated Fire	Special Operations Medium Rescue Vehicle	\$337,000
San Juan Bautista	Drinking Water Project Design	\$1,092,000
Tehama County Resource Conservation District	Collins Pines Forest Health and Resiliency Partnership	\$2,500,000
Artesia	City EOC	\$925,000
Rancho Palos Verdes	Klondike Canyon Geological Hazard Abatement	\$1,145,144
Rancho Palos Verdes	Abalone Cove Landslide Stabilization	\$1,145,144
Cerritos	Del Amo Boulevard Bridge Replacement Project	\$3,150,000

Summary Statistics

Total Funding: \$32,439,141

Average Funding: \$1,351,631

Minimum Funding: \$250,000

Maximum Funding: \$5,000,000



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: January 27, 2026

SUBJECT: Review Proposal for Economic Development Action Plan (EDAP) from HdL ECONSolutions and Consider Authorizing the City Manager to Execute a Three-Year Agreement with HdL ECONSolutions for an Amount Not to Exceed \$52,000

RECOMMENDATION

Review and approve the proposal submitted by HdL ECONSolutions to develop a comprehensive Economic Development Action Plan (EDAP) for the City of Ojai (City), and authorize the City Manager to execute a three-year agreement with HdL ECONSolutions for an amount not to exceed \$52,000 based on the proposal in a form approved by the City Attorney.

DISCUSSION

One of [the Ojai City Council's established nine goals is Diversifying Economy/Tourism Management](#), which has an approved tactic to support the goal of adopting an economic action plan. This agenda report is brought forward for City Council consideration to move this goal and supporting tactic forward.

The City of Ojai is at a critical juncture in its economic development. While the community continues to benefit from a strong tourism sector, a vibrant downtown, and a distinctive small-town character, it also faces increasing pressure to diversify its economic base, support local businesses, and ensure long-term fiscal sustainability. The impacts of regional economic shifts, rising costs, and evolving consumer behavior have underscored the need for a proactive, strategic approach to economic development.

To address these challenges and opportunities, the City is seeking to develop a three-year Economic Development Action Plan (EDAP) that will serve as a roadmap for sustainable growth. This plan will complement the City's ongoing General Plan update and Economic Diversification Element by providing targeted, actionable strategies to attract investment, retain and support local businesses, and enhance the quality of life for residents.

HdL ECONSolutions, a division of HdL Companies, has submitted a proposal to prepare the EDAP tailored specifically to Ojai's needs. The plan will be developed over a six-month period and will include a comprehensive economic landscape assessment, a SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats), policy and zoning recommendations, and a detailed implementation timeline with measurable outcomes. The process will be informed by robust community engagement, including surveys, focus groups, and public workshops.

HdL is uniquely qualified to lead this effort. In addition to their extensive experience developing economic development strategies for cities across California, HdL already serves as a trusted partner to the City of Ojai. They currently manage the City's Transient Occupancy Tax (TOT) administration, business license processing, and cannabis regulatory compliance. This existing relationship gives HdL a deep understanding of the City's economic structure, regulatory environment, and operational intricacies, insight that will allow them to hit the ground running and deliver a plan that is both realistic and implementable.

The proposed team includes Principal and Managing Director Barry Foster, who will serve as the project lead, along with senior advisors Ken Duran, Ruth Martinez, and Sandra Meyer, and Economic Development Specialist Lee Winkler. The team brings a strong combination of statewide expertise and regional familiarity; several members have direct ties to the Ojai Valley and a deep understanding of the local context. If approved, the HdL ECONsolutions project team looks forward to working closely with City staff, the Ojai Valley Chamber of Commerce, local businesses and individuals, and other relevant organizations/association as they develop the plan components.

This project offers significant value to the community. It will provide the City with a clear, actionable strategy to strengthen its economic foundation, support local entrepreneurs, and guide thoughtful development that aligns with Ojai's values. The EDAP will be developed through a transparent and inclusive process, ensuring that the voices of residents, business owners, and stakeholders are reflected in the final recommendations.

If approved, staff will move forward with executing a professional services agreement and coordinating a project kick-off with HdL ECONsolutions. Community engagement activities will begin early in the process, and regular updates will be provided to the Council and the public. The final plan is expected to be completed within six months.

FISCAL IMPACT

The total cost of the Economic Development Action Plan (EDAP) is not to exceed \$52,000, broken down as follows:

Phase I: Research, engagement, plan development \$42,000 (fixed fee)

Phase II: Implementation support (as needed) \$10,000 (hourly)

Staff recommends the full project cost be funded from the City's General Fund Reserves. The use of reserves for this purpose is justified by the anticipated return in terms of economic vitality, community benefit, and alignment with the City's broader planning goals. The EDAP represents a strategic investment in Ojai's long-term economic health and resilience. The plan will provide the City with a clear actionable roadmap to support local business, ultimately strengthening the City's fiscal position over time.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 6 - Diversifying Economy/Tourism Management

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

Prepared by: Norma Cervantes, Assistant to the City Manager

DECEMBER 1, 2025

City of Ojai

Proposal for Economic Development Action Plan



Submitted by:

HdL ECONSolutions
120 S. State College Drive, Suite 200
Brea, CA 92821
www.hdlcompanies.com

Contact Information:

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Cover Letter

City of Ojai
Ben Harvey, City Manager

Re: Economic Development Action Plan

We are pleased to submit this proposal to provide economic development consulting services for the City of Ojai. Our team at HdL ECONSolutions brings decades of expertise in developing comprehensive, data-driven economic development strategies. We recognize Ojai's unique character—its history, vibrant downtown (Ojai Village), supportive peripheral commercial pockets, and strong tourism appeal—and we are excited about the opportunity to help shape a sustainable economic development strategy that enhances both quality of life and local prosperity.

Hinderliter de Llamas Associates (HdL) is a 42-year-old employee stock ownership plan (ESOP) consulting firm with corporate offices in Brea, California, and additional offices in California in Pleasanton and Fresno, as well as offices in Texas and North Carolina. HdL is a highly respected consulting firm specializing in sales tax, property tax, tax & fee administration, revenue analysis, economic development, and cannabis management.

HdL is pleased to submit this proposal to the City of Ojai to prepare an Economic Development Action Plan. Our team is well-equipped to contribute valuable insights and expertise for the Economic Development Action Plan. Drawing on our extensive experience in guiding actionable economic development strategies for various public sector entities, we understand the nuances and unique considerations involved in municipal planning and success in economic development.

Our approach is grounded in the latest industry knowledge, emphasizing market realities and identifying revenue opportunities essential for sustaining and enhancing the City's tax base. With a proven track record, we are committed to delivering a comprehensive and integrated plan that aligns with the City of Ojai's goals and 'small town feel', while fostering economic growth and supporting both new and existing businesses in Ojai. Please note that we tailor and customize every Economic Development Action Plan to fit to the community we are working with.

Your primary point of contact for this project will be Barry Foster, Principal and Managing Director of HdL's ECONSolutions Division. Barry can be reached by phone at 951.233.0414 or email at bfoster@hdlcompanies.com.

Thank you for considering HdL Companies for this effort. We look forward to the opportunity to work with the City of Ojai to enhance its economic development initiatives.

Warm regards,



Andrew Nickerson, President / CEO, HdL Companies
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HdL ECONSolutions

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Executive Summary

Economic Development Action Plan for the City of Ojai

The City of Ojai stands at a pivotal moment to harness its unique character—historic charm, small town feel, unique downtown, and tourism appeal—to drive sustainable economic growth. HdL ECONSolutions proposes a comprehensive three-year Economic Development Action Plan (EDAP) designed to manage growth, attract new investments, and support existing businesses while enhancing quality of life for residents. The Economic Development Action Plan will compliment and even expand what the City is doing with the Economic Diversification Element being done with the General Plan.

Our approach combines rigorous data analysis with community engagement to develop actionable, market-informed strategies. The process begins with an in-depth economic landscape assessment and a detailed market study, focusing on Ojai's key sectors such as boutique retail, hospitality, tourism, and professional services. We will explore possibilities of leveraging economic development efforts with special events for the community, a business incubator, ecotourism and corporate retreats. Through focus group meetings and surveys, we will capture the perspectives of local business owners, residents, and tourism/hospitality interested parties to ensure that the plan reflects the City Council's goals/tactics, as well as the community's priorities.

A critical element of our methodology is the comprehensive SWOT analysis, which will identify Ojai's strengths, weaknesses, opportunities, and threats (SWOT). This analysis will underpin the strategic recommendations that are tailored to leverage local assets and address potential challenges. Our plan will outline clear, measurable goals, provide policy recommendations—including potential recommendations for zoning adjustments and incentive programs—and offer a structured implementation timeline that ensures coordinated execution.

The preparation of the EDAP will occur over a six-month period, with key milestones set for data collection, community engagement, plan drafting, review, and finalization. Our experienced team—led by Barry Foster, supported by senior advisors Ken Duran, Ruth Martinez (who lives in Burbank), and Sandra Meyer, and complemented by Economic Development Specialist Lee Winkler (who lives in Moorpark)—brings decades of expertise in economic development and strategic planning to this initiative. Both Ruth and Lee visit Ojai often

HdL ECONSolutions is committed to delivering a transparent, data-driven action plan that not only charts a path for economic development success, but also positions Ojai as a premier destination for residents, businesses and visitors alike. Our proposal ensures that the City of Ojai can confidently navigate future challenges and seize new opportunities for sustainable growth.

Economic Development Action Plan Development

HdL ECONsolutions will develop over a 6-month period, a comprehensive three-year economic development action plan for Ojai using a meticulous and inclusive approach. This plan will serve as a strategic roadmap for a 3-year period, outlining clear goals and specific strategies to stimulate economic prosperity, attract new businesses, retain existing enterprises, and promote job creation. The process begins with a thorough analysis of the current economic landscape informed by detailed market studies and community engagement efforts to be accomplished within a 6-month period.

The team will engage in extensive consultations with city officials, key participants and community leaders to ensure the plan is tailored to Ojai's unique needs and opportunities. By aligning these strategies with the city's long-term vision, the action plan will set clear, measurable goals covering critical areas such as economic growth, business attraction and retention, job creation, and infrastructure development. Strategies may include policy reforms, incentive programs, marketing campaigns, and community development projects designed to create a vibrant economic environment.

To guarantee the plan's effectiveness, HdL ECONsolutions will incorporate robust monitoring and evaluation mechanisms, including key performance indicators (KPIs) and regular reviews to adapt to evolving economic conditions and emerging opportunities. Additionally, the plan will provide detailed recommendations for policy changes, zoning adjustments, and streamlined development processes, along with a structured implementation timeline that outlines key phases, milestones, and responsible parties, ensuring smooth execution and coordination with relevant interested parties.

Project Objectives

This project is designed to drive sustainable economic growth in Ojai by combining rigorous analysis with active community participation over a 6-month development period. It aims to thoroughly assess the city's economic landscape, identify key market opportunities across diverse sectors, and gather valuable input from local business owners/managers. The outcome will be a detailed, three-year strategic roadmap featuring targeted policy recommendations and practical support measures to ensure effective implementation and measurable results.

- **Comprehensive Economic Analysis:** Examine Ojai's economic strengths and challenges by leveraging existing data and targeted research.
- **Market Opportunity Identification:** Assess potential for growth in sectors that include boutique retail, tourism, hospitality, and professional services. Evaluate opportunities to link Libby Bowl entertainment events with Downtown Ojai restaurants, shops and hotels.

- **Community Engagement:** Host focus groups and meetings with relevant interested parties, including the Chamber of Commerce, along with surveys to ensure that the plan reflects local priorities.
 - **Strategic Action Plan Development:** Formulate a detailed three-year roadmap, including policy recommendations and strategies for business support.
 - **Implementation Support:** Provide guidance for executing the plan, ensuring measurable outcomes that bolster the local economy.
-

Consultant's Qualifications

HdL Companies, through its HdL ECONSolutions Division, brings significant experience and expertise in economic development consulting. Our firm has a proven track record with municipal economic development projects, including our recent work for the City of San Gabriel. Our team is highly experienced in data analysis, market studies, community outreach, and strategic planning. We understand that Ojai's economic fabric—rooted in its historic downtown, small-town feel, artisanal businesses, and tourism appeal—requires a nuanced approach that balances growth with community identity and quality of life to maintain Ojai's, small town feel with world class amenities.

HdL ECONSolutions was recently engaged in economic development initiatives for the cities of El Monte (Economic Development Strategic Plan) and San Gabriel (Economic Development Action Plan), reinforcing our commitment to fostering local economic growth. Our expertise extends across 11 other Southern California cities, including Banning, Covina, Desert Hot Springs, Diamond Bar, Eastvale, Fountain Valley, Gardena, Indio, La Mirada, San Marino, and Upland, where we have successfully developed Economic Development Action Plans. Additionally, we did EDAP's for six Northern California cities.

In 2023, HdL partnered with Streetsense to craft an Economic Development Strategic Plan for Palo Alto. Recently, we developed an Economic Development Action Plan (EDAP) for the City of San Gabriel and are finalizing an Economic Development Strategic Plan for the City of El Monte, with Streetsense serving as a subcontractor. These projects highlight our ongoing efforts to deliver actionable strategies tailored to each city's unique economic landscape.

Methodology, Work Plan and Timeline

The proposed methodology for creating Ojai's economic development plan over a 6-month period, integrates a comprehensive, data-driven approach with strong community involvement over the 6-month period. This work plan outlines key stages, starting with an in-depth analysis of the city's economic landscape, followed by robust community engagement through workshops, surveys, and interviews. A detailed SWOT analysis will spotlight the city's strengths, weaknesses, opportunities, and threats, setting the foundation for a targeted three-year strategic action plan.

This plan will incorporate policy recommendations and offer ongoing support for effective implementation, ensuring a measurable impact on Ojai's economic growth.

HdL ECONsolutions is committed to delivering a comprehensive Economic Development Action Plan for the City of Ojai within a six-month timeframe. Our proposed methodology and work plan are designed to ensure thorough analysis, community engagement, and strategic planning, culminating in actionable recommendations that align with the city's goals.

Work Plan and Timeline (6 Months Period)

Month 1: Project Initiation and Data Collection

- Kick-off meeting with city officials and key interested parties to outline project objectives and timeline.
- Begin data collection from government databases, commercial databases, and HdL's internal data sources.
- Conduct initial surveys and schedule interviews.

Month 2: Economic Analysis and Market Study

- Complete data analysis on key economic sectors, employment trends, and demographic profiles.
- Conduct detailed market study focusing on commercial corridors, industrial zones, and mixed-use developments.

Month 3: Community Engagement and SWOT Analysis

- Conduct focus group discussions and interviews with key interested parties.
- Conduct SWOT analysis based on collected data and community feedback.

Month 4: Drafting Strategic Action Plan

- Develop draft of the three-year economic development action plan.
- Include strategic recommendations for growth, investment, and business retention.
- Provide initial policy recommendations and zoning changes.

Month 5: Review and Refinement

- Present draft action plan to city officials for review and feedback.
- Refine the plan based on feedback from city officials.

Month 6: Finalization and Planning Implementation of the EDAP

- Finalize the economic development action plan, incorporating all feedback and refinements.
- Develop detailed implementation plan with timelines, responsible parties, and key performance indicators (KPIs).
- Present final plan to city officials and prepare for formal adoption.

HdL Companies is committed to a collaborative and transparent process, ensuring that the Economic Development Action Plan for Ojai is grounded in robust analysis, community input, and strategic foresight. Our proven methodology and detailed work plan will ensure timely delivery of a plan that aligns with the city's economic goals and objectives.

Staffing

HdL Companies is pleased to offer a highly skilled and experienced team for the development of the Economic Development Action Plan for the City of Ojai. Our staff is well-versed in creating comprehensive economic development strategies and has a proven track record of success in similar projects.

Barry Foster, Principal/Managing Director

Barry Foster will serve as the main contact person and project manager for this initiative. With extensive experience in economic development and strategic planning, Barry will oversee all aspects of the project, ensuring that it is completed on time and to the highest standard.

Ken Duran, Sandra Meyer and Ruth Martinez, Senior Advisors

Ken Duran and Ruth Martinez, our Senior Advisors, will serve as local contacts and manage the day-to-day details of the project. Their deep understanding of the Ojai Valley and their expertise in economic development will be invaluable in guiding the project to success. Sandra Meyer, who is based in the Bay Area, has significant planning experience and unique expertise with effective downtown environments from her over 34 years working in Walnut Creek, the last 12 years as the Community & Economic Development Director.

Lee Winkler, ED Specialist

Lee Winkler will serve as the ED Specialist/Analyst for our team, bringing his strong analytical skills and experience in data-driven economic analysis to the project. Lee will be responsible for gathering and interpreting the data that will inform our strategic recommendations.

Together, our team combines a wealth of experience, along some local knowledge, positioning us to deliver a robust and actionable Economic Development Action Plan for Ojai.

We are confident that our dedicated team and comprehensive approach will support Ojai's economic development goals and drive sustainable growth for the community.

Proposed Budget with Itemize Costs and Hourly Rate

The proposed budget outlines a comprehensive, two-phased approach designed to deliver a robust economic development action plan for Ojai. Phase I itemized costs for essential activities including data collection and analysis, community engagement, SWOT analysis, strategic action plan development, and policy recommendations. Each component is clearly defined with deliverables and corresponding costs, ensuring a thorough examination of Ojai's economic landscape and the development of targeted initiatives to spur growth. Phase II provides ongoing implementation support, offering guidance to city officials to monitor progress, evaluate outcomes, and adapt strategies as needed. Hourly rates and detailed cost breakdowns are included to ensure transparency and accountability throughout the project's execution.

PHASE I

1. Data Collection and Analysis - \$ 9,000

- **Economic Landscape Assessment:** We will gather and analyze data on key economic sectors, employment trends, demographic profiles, and business climate indicators. Sources will include government databases, commercial real estate databases like CoStar, HdL's proprietary sales tax data, and local surveys.
 - **Deliverable:** A comprehensive report detailing the current economic landscape of Ojai.
- **Market Study:** A detailed market study will identify opportunities for growth and investment within Ojai, focusing on commercial corridors, industrial zones, and mixed-use developments.
 - **Deliverable:** A detailed market study report identifying opportunities for growth and investment.

2. Community Engagement - \$ 10,000

- **Public Workshop:** Host a workshop to gather input from residents, business owners, and other interested parties.
 - **Deliverable:** Summary reports from public workshop.
- **Focus Group:** Conduct focus group discussion with key community members to gain deeper insights.
 - **Deliverable:** Detailed insights from various focus group discussions.

- **Surveys and Interviews:** Utilize online survey and conduct targeted interviews to collect broad community input.
- **Deliverable:** Comprehensive analysis of survey responses and interview findings.

3. SWOT Analysis - \$ 5,000

- Conduct and deliver a comprehensive SWOT analysis to identify strengths, weaknesses, opportunities, and threats affecting economic development in Ojai.

4. Strategic Action Plan Development - \$14,000

- Develop a comprehensive three-year economic development action plan that includes clear goals, specific strategies, and initiatives aimed at stimulating economic growth, attracting new businesses, retaining existing enterprises, and promoting job creation.
- **Deliverable:** A detailed three-year Economic Development Action Plan.

5. Policy Recommendations - \$ 4,000

- Provide recommendations for policy reforms, zoning changes, incentives, and other regulatory measures to support economic development objectives.
- Suggest ways to streamline the development process and enhance the business environment.
- **Deliverable:** A report with recommendations for policy reforms, zoning changes, incentives, and other regulatory measures.

PHASE II

6. Implementation Support– Hourly and not to exceed \$10,000

- The HdL team can provide ongoing support and guidance to city officials and staff in implementing the action plan, monitoring progress, evaluating outcomes, and adapting strategies as needed.

Cost Proposal and Breakdown of Costs

- Phase I-Data Collection & Analysis \$9,000
- Phase I-Community Engagement \$10,000
- Phase I-SWOT Analysis \$5,000
- Phase I Strategic Action Plan Development \$14,000
- Phase I-Policy Recommendations \$4,000

Total Phase I-\$42,000 (fixed fee)

- Phase II- Implementation Support \$10,000 (not-to-exceed)

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Total Phase II-Not to exceed \$10,000 (with hourly rates applying)

Hourly Rates	
HdL Principal	\$250/hour
HdL Senior Advisor	\$190/hour
HdL Analyst	\$110/hour

Total Cost—Not-to-Exceed \$52,000

References

CITY OF SAN GABRIEL Samantha Tewasart, Community Development Director 425 S. Mission Dr. San Gabriel CA 91766 626.308.2806 Email: stewasart@sangariel.gov	CITY OF FOUNTAIN VALLEY Omar Dadaboy, Community Development Director 10200 Slater Ave Fountain Valley, CA 92780 714.593.4402 Email: omar.dadabhoy@fountainvalley.org
CITY OF CLOVIS Chad McCollum, ED, Housing & Communications 1033 Fifth Street, Clovis CA 993612 559.324.2436 Email: chadm@clovisdca.gov	CITY OF PALO ALTO Steve Guagliardo, Assistant to the City Manager 250 Hamilton Ave, Palo Alto, CA 94301 650.329.2280 Email: steve.guagliardo@cityofpaloalto.org



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Kathy Holman, Human Resources Manager

MEETING DATE: January 27, 2026

SUBJECT: Professional Services Agreement Amendment No. 2 with
Municipal Resource Group, LLC

RECOMMENDATION

Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement with Municipal Resource Group, LLC ("MRG") to extend the contract term through December 31, 2026.

DISCUSSION

The City's Human Resource function is fulfilled by one full time Human Resources and Risk Manager, along with part-time administrative and analytical assistance provided through a retired CalPERS annuitant. In order to ensure special projects are completed in a timely manner with the appropriate level of expertise, the City has contracted with [Municipal Resource Group, LLC \(MRG\)](#) since 2024 (see table below).

Effective March 8, 2024, the City Manager approved an original agreement with MRG for on-demand human resources services, with a not to exceed amount of \$30,000. On March 11, 2025, City Council approved Amendment No. 1, increasing the not to exceed amount by \$20,000 for a total not to exceed amount of \$50,000. On October 14, 2025, City Council approved the carryover of appropriations from FY24-25, which included \$40,000 in funding for the MRG Agreement. Staff is requesting Amendment No. 2 to extend the Professional Services Agreement through December 31, 2026, while maintaining the total not to exceed amount of \$50,000. The requested Amendment No. 2 would have an effective date retroactive to July 1, 2025.

	Date	Amount	Not to Exceed
Original Contract	3/8/2024	\$30,000	\$30,000
Amendment No 1	3/11/2025	\$20,000	\$50,000
Amendment No 2	1/27/2026	\$0	\$50,000
Total Not to Exceed Amount			\$50,000
Expenses 3/8/2024 – 1/15/2026			(\$24,180)
Contract Award Remaining			\$25,820

The initial contract and first amendment provided for a scope of services that include assisting with employee recruitment, classification analysis, policy review, revision of the City's Employee Handbook, and other special human resources-related projects. Extension of the contract will allow staff to continue working with MRG to complete on-going projects, notably the review and revision of the Employee Handbook.

CITY COUNCIL GOALS ALIGNMENT

N/A (See Explanation Below)

Approving Amendment No. 2 with MRG will allow the City to complete impactful tasks that are beneficial to both employees and City administration, including but not limited to the completion of a revised employee handbook, revised personnel policies, and other projects.

OPTIONS

1. Take no action;
2. Provide alternative direction to staff.

FISCAL IMPACT

The fiscal impact is \$25,820, the amount of the remaining contract award, and is fully funded within the adopted FY2025-26 budget.

Prepared by: Kathy Holman, Human Resources Manager

ATTACHMENT(S)

- A. Original Agreement – MRG
- B. Amendment 1 – MRG
- C. Amendment 2 – MRG

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Ojai / Municipal Resource Group, LLC)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the last date indicated below by and between the City of Ojai, a California municipal corporation ("City"), and Municipal Resource Group, LLC ("MRG"), a California Corporation ("Consultant") (collectively, "parties").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Consultant: On Demand HR services, including policy review and updates, compensation and classification studies, workplace investigations, staff development programs, training and coaching.
- 2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the 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.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

- 3.1 "Statements of Work" means such professional services as are set forth in Consultant's March 5, 2024 proposal to City attached hereto as "Exhibit A" and fully incorporated herein by this reference.
- 3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Consultant's March 5, 2024 fee schedule to City attached hereto as "Exhibit A" and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.3 "Commencement Date" means March 8, 2024.
- 3.4 "Termination Date" means February 1, 2025
- 3.5 "City Agreement Administrator" means Ben Harvey.
- 3.6 "Consultant Project Administrator" means Mary Egan.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

- 5.1 Time is of the essence in Consultant's performance of services under this Agreement.
- 5.2 Consultant shall perform the services identified in the Statements of Work. City shall have the right to request, in writing, changes in the Statements of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of the sum of Thirty Thousand Dollars (\$30,000) unless specifically approved in advance and in writing by City. Consultant shall make available to the City all invoices and reports to allow the City to determine total compensation and costs payable. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.
- 5.3 Consultant shall perform all work to the highest standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section **81000** *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.
- 5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain

from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

- 5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Mary Egan shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.
- 5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit A. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.
- 5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.
- 5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.
- 6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized to display the service provided, number of instances where service was provided and costs as well as the name of the individual that prepared the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.
- 6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 6.4 Payments for any services requested by City and not included in the Statements of Work may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be

entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.
- 10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.
- 10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.

- 11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.
- 11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:
- 11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.
- 11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars (\$1,000,000).

- 11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.
- 11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- 11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.
- 11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.
- 11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- 11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving

the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

- 11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.
- 11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.
 - 11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.
 - 11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.
- 11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

- 12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.
- 12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure

is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

14. RECORDS AND INSPECTIONS

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 City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Ben Harvey
City Manager
401 S. Ventura Street
Ojai, CA 93023
Telephone: (805) 646-5581
Facsimile: (805) 646-1980

If to Consultant:

Mary Egan, CEO
Municipal Resource Group, LLC
8788 Elk Grove Blvd., Suite L
Elk Grove, CA 95624
Telephone: (916) 261-7547
Facsimile:

With courtesy copy to:

Matthew T. Summers, Ojai City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena, CA 91101

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

- 18.1 City may terminate this Agreement for any reason on thirty calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials, or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.
- 18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS

- 19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition, or any other unlawful basis.

- 19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 19.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.
- 19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Ventura County, California and Consultant hereby consents to jurisdiction in Ventura County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.
- 19.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

“City”

Signature: Ben Harvey 3/13/24

Ben Harvey, City Manager

“Consultant”

Signature: Mary Egan 3/14/24

Mary Egan, Municipal Resource Group, LLC



March 5, 2024

Ben Harvey
City Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

Subject: Human Resources On-Demand Consulting Services

Dear Mr. Harvey:

Municipal Resource Group, LLC ("MRG") is pleased to submit this proposal to the City of Ojai ("City") to provide Human Resources On-Demand Consulting Services. MRG will support the City with On-Demand services.

We can support a variety of human resources requests. We have built our practice around helping clients rethink historic or bureaucratic practices and create new processes that align with their vision, and values, and are forward-thinking. We consider these engagements an opportunity to work with staff, to help them grow and develop. We are "no surprises" consultants and work with leadership and other stakeholders to define a path for desired outcomes, recommending programs and processes that reflect the City's mission, vision, and values.

Our team has provided similar ongoing services to agencies including Greater Vallejo Recreation District, Altadena Library, SolTrans, Yuba Water Agency, Oakland Housing Authority, Marin Housing Authority, the cities of San Rafael, Palo Alto, Napa, Novato, Merced, Davis, and Walnut Creek, as well as Mono County, Contra Costa Housing Authority, Cameron Park CSD, El Dorado CSD, and Alameda County Mosquito Abatement District. With more than 70 affiliated experts in every operational and organizational area, we can contribute to the success of your projects. MRG is a true full-service firm focused on your success.

Sincerely,

Mary Egan
CEO
MRG, LLC
916-261-7547
egan@solutions-mrg.com

Exhibit A

Elk Grove, California 95624 1-866-774-3222 www.Solutions-MRG.com

Page 1 of 6

MRG INFORMATION

The MRG team is a centralized resource for all Human Resources, staff development and organizational excellence needs. We can assess and improve HR functions including, but not limited to, professional development, training, succession planning, workplace investigations, organizational assessments and implementation plans, employee relations, mentoring and coaching, project management, recruitment, and selection. MRG team members have led successful transformational efforts in our client agencies and fully understand the real-world challenges they face in making meaningful and long-term changes.

Firm Name:	Municipal Resource Group, LLC ("MRG")
Physical Address:	8788 Elk Grove Blvd., Suite L, Elk Grove, CA 95624
Mailing Address	PO Box 561, Wilton CA 95693
Website:	www.Solutions-MRG.com (866) 774-3222
Project Manager:	Rumi Portillo
E-Mail:	rumiportillo@gmail.com
Telephone Number:	(408) 966-8734

MRG's Consulting Philosophy

As a consulting firm, MRG brings talented consultants to assignments to meet clients' needs. MRG differentiates its work based on the following principles.

Trusted Advisors

MRG prides itself on building long-term relationships with clients who turn to MRG for guidance and expertise. We work as "trusted advisors," working directly with the leadership of organizations to help them manage their complex organizations and to adjust to change that is constantly knocking on the door.

Commitment to Public Service

We choose to focus our work on local, regional & state agencies that are delivering public service to communities. We understand that our client's work is important and impactful – and our goal is to help organizations do that work with more grace and better effectiveness and efficiency.

Partnership for Impact

As seasoned executive leaders ourselves, we have no interest in writing reports that sit on shelves or are not reality-based for action. MRG needs to work in a consultative partnership



directly with management for organizational impact to occur. We see our role as true partners with the leadership team to work productively to help you find solutions for actionable impact in your organization.

Team of Management Practitioners + Executive Leadership Coach

Today's organizations require a robust understanding of people and teams, plus talented management, and leadership. The key to an organization's success is the integration of control, which creates value (efficiency, effectiveness, empowerment), and leadership which inspires change and a collective vision. By bringing a consultant team with management plus leadership coaching expertise, MRG can deliver tools, perspectives, and paradigms for the continued growth and support of an organization's leadership team.

Strategic Organizational Development

Organizations are complex, multi-faceted organisms that take time and strategy to develop and shape. While employees are focused on delivering services, there is "care and feeding" of the organization, structure, and systems that need to be done to support the workforce, mold culture, and deliver services/mission. MRG brings the deep organizational development and human resources experience to transform and help organizations continue to invest in their operations' strategic, and hands-on development.

MRG TEAM

Mary Egan is the CEO of MRG who oversees our practice and provides high-level leadership for all our projects. Rumi Portillo is our affiliated lead consultant who would primarily support the City's needs.

Mary Egan (CEO) - Mary collaborates with organizations and their executive leadership, and in some cases appointed or elected Boards to achieve their full potential. Mary's specialties are facilitating performance evaluations and organizational analysis as well as coaching employers to address deficiencies and maximize their impact. She is a certified professional executive coach and uses these skills to help clients increase their level of performance and identify potential limiting blind spots. She also advises clients regarding investigations, employment-related risk mitigation, strategic planning, and interest-based problem resolution. Mary is a founding member of the Association of Workplace Investigators (AWI).



Rumi Portillo (Lead Consultant and Project Manager) - Rumi is a human resources professional, consultant and coach, with more than thirty years in public service. Rumi has worked extensively with industrial psychologists, attorneys, and medical professionals on complex and sensitive employment-related matters. Most recently, Rumi served as the Chief People Officer (CPO) for the City of Palo Alto, a fast-paced and high-demand municipal government employer in the epicenter of Silicon Valley. As CPO, Rumi oversaw recruitment, labor relations, benefits, compensation, training and organizational development, risk management, and health and safety. Prior to Palo Alto, Rumi served in human resources management for the cities of Los Gatos, Sunnyvale, and San Jose. Through her



work with these agencies, Rumi is well established as a regional expert in the management of public safety personnel, including Police, Fire and 911 Emergency Dispatch.

In addition to her role as a trained negotiator, Rumi is certified in Mindfulness, Compassion and Resiliency from the Stanford Compassion Institute and UC San Diego Center for Mindfulness. Rumi is currently focused on the emerging science related to recognizing and treating work trauma. Rumi has presented at numerous conferences, workshops and MBA/MPA programs, with a focus on employment best practices and workplace Diversity, Equity, Inclusion and Belonging (DEIB).

Rumi will utilize other MRG team members as needed as subject matter experts to promptly provide project deliverables to the City. Our consultants have over three hundred years of combined experience working as executives and consultants, providing essential services and support to local, regional, and state government agencies. MRG prides itself in providing consulting services based on our hands-on experience in managing local, regional, and state governments as well as our experience in delivering products that meet and exceed our client's expectations.

SCOPE OF WORK

MRG proposes to provide the City with On Demand HR Services performed by our team of qualified Human Resources consultants. We can assist with virtually any Human Resources issue including policy review and updates, compensation and classification studies, workplace investigations, staff development programs, training, and coaching. MRG team members have led successful Human Resources efforts and fully understand the real-world challenges agencies face.

We are flexible. If our project's core team does not include the technical experience of a department, we will augment the team as needed. We can easily zero in on a particular service or function.

We have a strong bias toward creating a sustainable organization versus one supported by consultants. Toward this end, we would promote consultants working with staff and not exclusively working for staff.

Serving as a trusted advisor to HR and executive leadership, MRG Consultant Rumi Portillo provides guidance from simple to more complex HR issues on a regular basis. With further review and research, Rumi assists organizations in determining which concerns are escalated for legal review.

On-Demand HR Services

1. Recruitment and Selection
 - Review job description and duties for possible updates.
 - Prepare recruitment plan and outreach.
 - Assist in the review process and candidate communications.
2. Employee and Labor Relations
 - Liaison between employees and management, mediating and arbitrating disputes and grievances.

- HR negotiations strategy, data collection, and negotiations support
- 3. Policy/Procedures review and Leave guidance.
 - Review of HR policies and procedures.
 - Reasonable Accommodation due process through interactive process meetings as needed.
 - Tracking of cases and status updates of issues.
- 4. Classification Analysis
 - Conduct job analysis needs analysis and reclassification evaluations.
 - Train staff on Classification and Compensation general practices.
 - Analyzing data and information related to salary and compensation.
 - Develop new, compliant job descriptions and related application materials, if necessary.
- 5. Discipline and Retention
 - Consider implementation of Coaching program associated with performance evaluation systems.
 - Developing and administering performance improvement plans.
 - Review current progressive discipline, employee, and agency documents to prepare disciplinary documentation.
- 6. Organizational Assessments/Change Management
 - Department review for functional efficiencies, compliance, and best practice recommendations.
 - Prepare and facilitate an internal customer service survey to assess the effectiveness of a department.
 - Review the departmental structure, compare benchmarks to similar agencies.
 - Assist in the messaging and strategic planning for Change Management in an agency to align with Executive mission and vision.
- 7. Workplace Investigations
 - Recommend initial intake and analysis of complaint to determine if an investigation is warranted. Review with HR to determine the best course of action.
 - Coordinate with HR contact to schedule interviews with assigned investigator.

COST SECTION

MRG estimates a not to exceed contract amount of \$60,000. This includes 20 hours of professional consulting services provided on an as needed monthly basis at \$260 per hour for approximately 11 months. Expenses are not anticipated at this time and the tasks will be conducted remotely.

Work will be performed and conducted remotely via virtual platforms. If on-site presence is needed, MRG will seek advance approval from the City for anticipated costs to be incurred for travel and travel-related expenses.

Other consulting services will be invoiced on a monthly basis for actual hours and expenses incurred. MRG will invoice at the rate of \$260 an hour for HR consulting services plus expenses.

Additional HR Professional Services, Coaching and Development, Custom Training, and Investigation services.

<i>Effective January 1, 2024</i>	<i>Rate</i>
Human Resources Professional Services/HR On-Demand Services	\$260/hour
Coaching, Professional Development	\$290/hour
Mary Egan, Principal Consultant Professional Services	\$400/hour
Custom Training	quoted
Investigative Services	\$350/hour
Administrative Specialist/Analyst	\$125-150
Mileage, Travel, Printing, and Postage, etc.	At cost

**CITY OF OJAI
PROFESSIONAL SERVICES AGREEMENT ON-DEMAND HUMAN RESOURCES
CONSULTING SERVICES
ADMENDMENT NO. 1**

This ADMENDMENT #1 TO THE AGREEMENT for ON-DEMAND HUMAN RESOURCES CONSULTING SERVICES is entered into this 11th day of March 2025, by and between the **CITY OF OJAI**, a California municipal corporation ("CITY") and **MUNICIPAL RESOURCE GROUP, LLC**, a California corporation ("CONSULTANT").

RECITALS

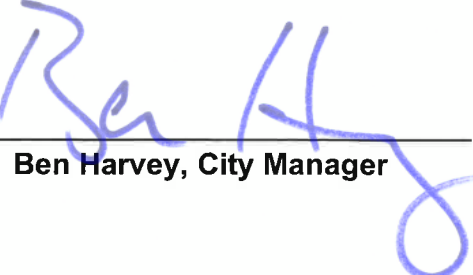
- A. The City does not have the personnel able and/or available to perform the services required under this agreement.
- B. CONSULTANT warrants to the CITY they have the qualifications, personnel, experience, and availability to perform properly and fulfill the services requested under this Agreement.
- C. WHEREAS, the CITY seeks to review and update the City's **Personnel Handbook**;
- D. WHEREAS, the CITY desires to implement a new **Personnel Rules and Procedures** to ensure compliance with all applicable personnel related local, state, and federal laws and regulations;
- E. WHEREAS, the Parties on March 8, 2024, entered into a Professional Services Agreement with a Contract Sum to not exceed \$30,000 with a contract duration through February 1, 2025
- F. Now, the Parties seek to Amend this Professional Services Agreement with a Contract Sum to not exceed \$50,000 (allocating an additional \$20,000) with a contract duration extended through June 30, 2025.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

- 1. Section 3.4 is amended to an extended Termination Date of June 30, 2025.
- 2. Section 5.2 is amended to increase the contract amount to not exceed \$50,000.

TO EFFECTUATE THIS CONTRACT AMENDMENT NO. 1, the parties have caused their duly authorized representatives to execute the Amendment as of the last date indicated below:

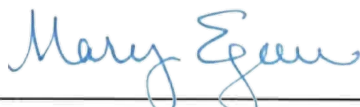
"City of Ojai"

By: 
Ben Harvey, City Manager

Date: 3-11-25

"Consultant"

Municipal Resource Group, LLC

By: 
Mary Egan, CEO

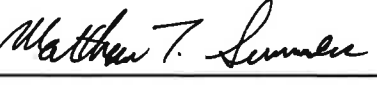
Date: 03/18/2025

Attest:

By: 
Weston Montgomery, Chief Deputy City Clerk

Date: 3-11-25

Approved as to form:

By: 
Matthew T. Summers, City Attorney

Date: 3/11/25



AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT

This Amendment No. 2 (“Amendment”) to Professional Services Agreement for On-Demand Human Resources Services (“Agreement”) is made retroactively effective to the 1st day of July, 2025, by and between the City of Ojai, a California municipal corporation (“City”) and Municipal Resource Group, LLC, a California corporation (“Consultant”). Except as expressly modified herein, all other terms of the Agreement, as amended shall remain in full force and effect.

This Amendment modifies the original Agreement between the City and the Consultant dated March 8, 2024, as subsequently amended by that certain Amendment No. 1 dated March 11, 2025, in the following fashion:

A. City and Consultant desire to amend the Agreement by modifying section 3.4 – Termination Date of the Agreement to read as follows:

3.4 Termination Date: December 31, 2026

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Second Amendment to Professional Services Agreement as of the last date indicated below:

“City”
City of Ojai

“Consultant”
Municipal Resource Group, LLC

By: _____
Ben Harvey, City Manager

By: _____
Mary Egan, CEO

Date: _____

Date: _____

Attest:
By: _____
Weston Montgomery, Chief Deputy City Clerk

Date: _____

Approved as to form:
By: _____
Bethany A. Burgess, City Attorney

Date: _____