



AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, MAY 12, 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.

THIS MEETING WILL BEGIN IMMEDIATELY UPON THE CONCLUSION OF THE CITY COUNCIL SPECIAL MEETING SCHEDULED TO BEGIN AT 5:00 PM

[AGENDA PACKET](#) - This link is to the complete Agenda Packet in PDF.

[ZOOM LINK](#) - May 12, 2026 - 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. **Minutes - City Council**
RECOMMENDATION: Approve.
[04-28-2026 - Regular Meeting](#)

2. **Minutes - Planning Commission**
RECOMMENDATION: Receive and file.
[Minutes - 04-15-26 PC Regular Meeting](#)

3. **City of Ojai Warrants for April 13, 2026 - April 26, 2026**
RECOMMENDATION: Receive and file.
[Administrative Report - Warrant Report](#)
[Attachment A - Warrant Register Report](#)
[Attachment B - Disbursement by Category](#)
[Warrant Cover Letter](#)

4. **Confirm Appointment to Fill Mid-Term Vacancy on the Planning Commission**
RECOMMENDATION: Confirm nomination of applicant Bruce Hanson as Planning Commissioner to fill a mid-term vacancy (term ending May 2028).
[Administrative Report - Planning Commissioner Confirmation](#)
[Attachment A - Commissioner Application Form - B. Hanson](#)

5. **Confirm Appointment to Fill Inaugural Vacancy on the Public Safety Commission**
RECOMMENDATION: Confirm nomination of applicant Larry Steingold as Public Safety Commissioner to fill an inaugural vacancy (term ending May 2030).
[Administrative Report - Public Safety Commissioner Confirmation](#)
[Attachment A - Commissioner Application Form - L. Steingold](#)

6. **Amendment No. 2 to Pristine Auto Detailing for Fleet Detailing Services**
RECOMMENDATION:
 1. Authorize City Manager to execute the second amendment to PW Agreement No. 2025-29B with Pristine Auto Detailing (Pristine Auto) to (1) increase the not-to-exceed amount for FY 25/26 by \$15,000, and (2) establish a new not-to-exceed amount for FY 26/27 of \$67,000; and
 2. Authorize the City Manager to extend the term of the agreement to June 30, 2027.

[Administrative Report - Fleet Detailing Services](#)
[Attachment A - Original Agreement](#)
[Attachment B - Amendment No 1](#)
[Attachment C - Amendment No. 2](#)

7. Award Maintenance Agreement for Janitorial Services (Operational Need)

RECOMMENDATION:

1. Authorize the City Manager to execute Maintenance Agreement No. 2026-31 with Kelly's Cleaning & Supplies for janitorial services in the amount of \$115,263.96 for a three-year period commencing July 1, 2026, through June 30, 2029, and;
2. Authorize the City Manager to execute, in their sole discretion, future amendments for up to two (2) additional one-year terms for a maximum agreement term not to exceed five (5) years.

[Administrative Report - Janitorial Services Agreement](#)
[Attachment A - Agreement](#)

8. Consider Approval of Resolution No. 2026-16 Supporting Assembly Bill No. 2529 (Johnson) Relating to Declarations in Civil Claims Filed Against Public Entities

RECOMMENDATION:

1. Approve Resolution No. 2026-16, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, SUPPORTING ASSEMBLY BILL NO. 2529 (JOHNSON) RELATING TO DECLARATIONS IN CIVIL CLAIMS FILED AGAINST PUBLIC ENTITIES." (Attachment A).
2. Direct staff to transmit a copy of the executed resolution to the author of AB 2529, Assembly member Johnson, and to other members of the State Legislature as directed by the City Attorney's Office.

[Administrative Report - AB 2529 Support](#)
[Attachment A - Resolution 2026-16](#)
[Attachment B - Assembly Bill 2529](#)

DISCUSSION

9. Initiating Proceedings for the Annual Levy of Assessments, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring the Council's Intent to Levy and Collect Assessments for the Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District No. 2, and Landscaping and Lighting District No. 3 (City Council Direction)

RECOMMENDATION:

1. Adopt Resolution No. 2026-13 - Initiating Proceedings for the Annual Levy of Assessments for the City of Ojai Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and Landscaping and Lighting District No. 3 for Fiscal Year 2026/27; and
2. Adopt Resolution No. 2026-14 - Preliminarily Approving the Engineer's Annual Levy Report for the City of Ojai Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and Landscaping and Lighting District No. 3 for Fiscal Year 2026/2027; and
3. Adopt Resolution No. 2026-15 - Declaring the Council's Intent To Levy and Collect Assessments Within the City of Ojai Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and

Landscaping and Lighting District No. 3 for Fiscal Year 2026/2027 and Setting a Time and Place for Public Hearing.

[Administrative Report - Special Districts, Landscape, Lighting, Plaza](#)

[Attachment A - Resolution No. 2026-13_ Initiation of Proceedings](#)

[Attachment B - Resolution No. 2026-14 Approval of Preliminary ER](#)

[Attachment C - Resolution No. 2026-15 Intent to Levy](#)

[Attachment D - Preliminary Engineers Report](#)

10. Habitat for Humanity Project; Real Property Management/Disposition Options; Establishment of a Community Land Trust (*City Council Direction*)

RECOMMENDATION:

1. Receive information regarding management and disposition options available to the City Council related to the real property underlying the proposed Habitat for Humanity project (involving the development of five residential units to be sold to qualified homeowners), including:
 - a. City ownership of the property subject to a ground lease with Habitat and/or future homeowners (status quo);
 - b. Conveyance of the property to Habitat for \$1 for Habitat to develop five residential units and eventually convey fee ownership of property to future homeowners;
 - c. City ownership of the property subject to a ground lease with Habitat and/or future homeowners along with a conveyance of the property to a community land trust, if established.
2. Provide direction to the City Attorney's Office to initiate the Surplus Land Act process.
3. Provide direction to the City Attorney's Office as to which of the above options should be brought to City Council for further consideration and a decision and provide direction to prepare documentation needed to implement the disposition of the property based on the selected option.
4. Provide direction to the City Attorney's Office as to whether to return to City Council with a future agenda item to establish a Community Land Trust, and/or establish an ad-hoc committee of City Council to work with staff to further frame out the steps needed to establish a Community Land Trust, irrespective of which option is selected for the Habitat for Humanity project.

[Administrative Report - 408-410 N. Montgomery Habitat for Humanity Project](#)

11. Consideration of the City's Ability to Shift to At Large Voting (*Gilman/Rule*)

RECOMMENDATION:

1. Consider information regarding the ability to shift from electing City Council Members "by-district" to an "at-large" method of selection.
2. Provide direction (or not) to the City Attorney's Office as to whether to return to City Council with an ordinance repealing Ordinance No. 889 or an ordinance submitting a ballot question to the voters seeking voter approval to return to at-large elections.
3. Provide alternate direction to the City Attorney.

[Administrative Report - At Large Voting](#)

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted May 8, 2026, at 5:00 p.m.
Weston Montgomery, Chief Deputy City Clerk

WRITTEN PUBLIC COMMENTS

Written public comments will be published here for public access. Please see PUBLIC COMMENT OPTIONS below for 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.



MINUTES

CITY COUNCIL REGULAR MEETING TUESDAY, APRIL 28, 2026, 6:00 PM KENT HALL - CITY HALL CAMPUS - 111 W SANTA ANA ST, OJAI, CA

Mayor Gilman called the meeting to order at 6:00 p.m.

ROLL CALL

The following members were present: Mayor Gilman, Mayor Pro Tem Mang, and Council Members Rule, Lang, and Whitman.

Also present: City Manager Harvey, City Attorney Burgess, Assistant to the City Manager Cervantes, Recreation Manager Rivera, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

MOTION: It was moved by Council Member Lang, seconded by Mayor Gilman, to approve the agenda.

The motion carried unanimously.

PRESENTATIONS

- 1. Interface 211 Ventura County**

COMMISSION REPORTS

None

CITY MANAGER'S REPORT

City Manager Harvey provided an oral report.

PUBLIC COMMUNICATIONS

The Council received comments from the public.

CONSENT CALENDAR

2. **City of Ojai Warrants for March 30, 2026 - April 12, 2026**
RECOMMENDATION: Receive and file.
3. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of March 31, 2026**
RECOMMENDATION: Receive and file.
4. **Minutes - City Council**
RECOMMENDATION: Approve.
5. **Minutes - Planning Commission**
RECOMMENDATION: Receive and file.
6. **Authorize the County of Ventura to Collect a Special Library Tax for the Fiscal Year 2026-27**
RECOMMENDATION: Adopt a resolution authorizing the County of Ventura to collect on behalf of the City the Special Library Tax according to Ordinance 713 with Tax Revenues to be used for Supplemental Library Services for Fiscal Year 2026-27
7. **Thirtieth Amendment to the Agreement for Additional Library Services Purchased with Library Parcel Tax Money**
RECOMMENDATION: Approve the Thirtieth Amendment to the Agreement for the County of Ventura to provide additional library services to the City of Ojai for the period commencing July 1, 2026, and ending June 30, 2027, and authorize the Mayor to execute this agreement on behalf of the City.

MOTION: It was moved by Council Member Lang, seconded by Council Member Whitman, to approve the Consent Calendar.

The motion carried unanimously.

PUBLIC HEARING

8. **Appeal of Decision Granting Permit for Facility Use to Ojai Valley Pickleball, Inc. (Legal Requirement)**
RECOMMENDATION:
 1. Consider information presented by the City Attorney and City staff, the appellant, and the applicant.
 2. Either: (a) grant the appeal and deny the facility use permit or (b) deny the appeal and grant the facility use permit. If the permit is granted, City Council may approve the permit as issued or impose additional conditions on the approval of the permit.

3. Provide alternate direction to City staff.

Mayor Gilman and City Attorney Burgess conducted the hearing.

City Council members provided ex parte disclosures.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Lang, to: (1) approve the appeal in part and deny in part, in order to facilitate a compromise; (2) allow use of the Lower Libbey courts on the final day of the tournament only; and (3) direct staff to relocate the tournament to alternative locations for the first two days of the tournament.

The motion carried 4-0-1 (Council Member Rule abstaining).

PUBLIC HEARING

9. Consideration of the City's Ability to Shift to At-Large Voting (*City Council Direction*)

RECOMMENDATION:

1. Consider information regarding the ability to shift from electing City Council Members "by-district" to an "at-large" method of selection.
2. Direct the City Attorney's Office to retain a consultant to conduct a demographic evaluation to be completed prior to the May 12, 2026, City Council meeting.
3. Provide direction to the City Attorney's Office as to whether to return to City Council with an ordinance repealing Ordinance No. 889 or an ordinance submitting a ballot question to the voters seeking voter approval to return to at-large elections.
4. Provide alternate direction to the City Attorney.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Rule, to direct the City Attorney's Office to retain a consultant to conduct a demographic evaluation to be completed prior to the May 12, 2026, City Council meeting. The rest of the item was continued to the May 12, 2026, City Council meeting.

The motion carried 3-2 (Council Members Whitman and Mang dissenting).

9. Consider Change in Council Protocols from Quarterly Rotation to Annual Rotation for Representation by Council Members at City Commission Meetings (*City Council Direction*)

RECOMMENDATION: Provide assignments or direction, including amendment in Council Protocols, from quarterly rotation to annual rotation for representation by Council Members at City Commission Meetings.

Item 10 was continued to a future meeting.

10. Quarterly Update on City Council Goals & Tactics (City Council Direction)
RECOMMENDATION: Receive and file.

Item 10 was continued to a future meeting.

COUNCIL MEMBER'S REPORTS

None

FUTURE AGENDA ITEMS

None

ADJOURNMENT

Mayor Gilman adjourned the meeting at 10:35 p.m.

Weston Montgomery, Chief Deputy City Clerk
Approved:



MINUTES
OJAI PLANNING COMMISSION
April 15, 2026

Call to Order

Chair Murphy called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, April 15, 2026, at 6:00 p.m. (In-person and via teleconference).

Pledge of Allegiance

Commissioner Rice Schmidt

Roll Call

On a call of the roll, the following Planning Commissioners were present in person: Chair Murphy, Vice Chair Chesley and Commissioners Rice Schmidt, and Steward.

Absent: None

Vacancy: One

City staff present:

Attended in person: Lucas Seibert, Community Development Director, Maura Macaluso, Principal Planner, Lisa Torossian, City Attorney, Darren Ziegler, City Attorney, and Aida Lawrence, Planning and Building Technician.

Item of Business

1. Chair and Vice Chair

Vice Chair Murphy opened the item and invited nominations.

Commissioner Rice Schmidt made a motion to nominate Judy Murphy as chair.

Nomination: There were no other nominations. Nominations were closed.

Motion: Commissioner Rice Schmidt moved to approve Judy Murphy as the Planning Commission Chair. The motion passed as follows:

AYES: Chesley, Murphy, Rice Schmidt, Steward

NOES: None

VACANCY: One

Commissioner Rice Schmidt made a motion to nominate Jonathan Chesley as vice chair.

Nomination: There were no other nominations. Nominations were closed.

Motion: Commissioner Rice Schmidt moved to approve Jonathan Chesley as the Planning Commission Vice Chair. The motion passed as follows:

AYES: Chesley, Murphy, Rice Schmidt, Steward

NOES: None

VACANCY: One

Approval of the Agenda The Commission approved the agenda as submitted.

Public Communication None

Consent Item(s)

2. Minutes of the Regular Meeting of Planning Commission March 18, 2026

Motion: Commissioner Steward moved and Vice Chair Chesley seconded the motion to approve March 18, 2026, regular PC meeting minutes as submitted.

The motion passed as follows:

AYES: Chesley, Murphy, Rice Schmidt

NOES: None

Discussion Item(s)

3. Proposed Topics to Discuss at the Future Joint Meeting with City Council

Chair Murphy opened the item and turned the time over to staff

Staff –Director Seibert presented the staff report.

Questions for staff

The Commission asked questions about topics of interest and the Commission offered comments.

- Design Guidelines
 - Objective Design Standards (consistent with HE Program No. 15)
 - General Design Guidelines City-wide;
- Parking (code vs impacts);
- Allowed Use Chart;
- Fire Hardening/Firewise Communities
 - Undergrounding; and
- Noise/Sound

Mayor Gilman responded.

Chair Murphy opened for comments

Speakers: In person * Virtually *.

Chair Murphy closed the comment period

Chair Murphy closed the item.

4. Training | Brown Act and Planning Commission Roles and Responsibilities

The Commission received the training.

Informational Item(s)

5. Future Agenda Items

The Commission received a report from Community Development Director Seibert.

Director's Report - None

Commission Member Report - None

City Council Liaison – Council Member Mayor Gilman

Adjournment


There being no further business brought before the Commission, Chair Murphy adjourned the meeting 7:51 p.m.

Respectfully submitted by: 

Shari Herbruck, Planning Commission Secretary

Reviewed by: 

Lucas Seibert, Community Development Director

Approved by
the Planning Commission: 

Judy Murphy, Planning Commission Chair



Administrative Report

TO: Honorable City Council
FROM: Ben Harvey, City Manager
Brenda Cho, Finance Director
MEETING DATE: May 12, 2026
SUBJECT: City of Ojai Warrants for April 13, 2026 – April 26, 2026

RECOMMENDATION

Receive and file.

DISCUSSION

Disbursement Warrant Check Numbers: 80529-80600

Payroll Warrant Check Numbers: 38388-38390

Number of Direct Deposits: 69

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds	\$ 663,509.06
Payroll – April 16, 2026	<u>128,590.16</u>
Total	\$ 792,099.22

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

1. Take no action.
2. Provide alternative 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
80529	Airgas West March 2026 PW & Transit Gas Cylinder Rental	04/16/2026	205.81
80530	AllConnected, Inc. Microsoft 365 Annual Licensing Fee	04/16/2026	590.35
80531	Alta Planning & Design January 2026 Bicycle & Pedestrian Safety Project	04/16/2026	12,403.20
80532	AT&T March 2026 Telephone	04/16/2026	20.15
80533	Blue Dolphin Locksmith LP Deposit for Finance Safe with Traceable Lock	04/16/2026	2,276.38
80534	Casitas Municipal Water District February 2026 Water	04/16/2026	5,201.77
80535	Delta Liquid Energy January - March 2026 Trolley Fuel	04/16/2026	7,882.43
80536	Devil Mountain Wholesale Nursery LLC Trees For Street Planting	04/16/2026	6,942.12
80537	EideBailly LLP March 2026 Accounting Services	04/16/2026	5,988.75
80538	Emmanuel A Mendez April 2026 City Transit Wash	04/16/2026	1,436.00
80539	Fence Factory Rentals March 2026 City Unhoused Temporary Fence Rental	04/16/2026	780.98
80540	Greg Rents February 2026 PW Equipment Rental	04/16/2026	1,908.75
80541	Hinderliter, de Llamas & Associates Contract Sales Tax Services	04/16/2026	1,871.38
80542	Kelly Cleaning & Supplies, Inc. April 2026 Janitorial Services	04/16/2026	3,359.33
80543	Marborg Industries March 2026 Portable Restrooms for City Unhoused	04/16/2026	1,607.22
80544	Mark Cranes Tree Inc February 2026 Oak Tree Pruning	04/16/2026	8,600.00
80545	MV Cheng & Associates Inc. March 2026 Finance Consulting Services	04/16/2026	3,185.00
80546	National Graphics, LLC March 2026 Trolley Service Brochures	04/16/2026	1,017.37

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
80547	Norma Cervantes Employee Reimbursements	04/16/2026	59.86
80548	Ojai Business Center Inc Copy of Property Plans	04/16/2026	6.50
80549	Ojai Lumber Company Inc Supplies for Citywide Maintenance	04/16/2026	422.54
80550	Ojai Valley Chamber of Commerce Professional Services Agreement	04/16/2026	18,200.00
80551	Ojai Valley Fire Safe Council, Inc. Fire Safety Grant Installment Payment	04/16/2026	28,951.88
80552	Prudential Overall Supply Public Works Cleaning Supplies & Clothing Allowance	04/16/2026	258.80
80553	Puretec Industrial Water April 2026 Transit Water Tank Rental	04/16/2026	579.00
80554	Secural Security Corporation March 2026 City Unhoused Security	04/16/2026	6,673.20
80555	Southern CA Edison March 2026 Electricity	04/16/2026	6,787.45
80556	SSD Systems March - May 2026 Libbey Bowl Fire Alarm Services	04/16/2026	709.26
80557	Ventura Urgent Care Center March 2026 Pre-Employment Physical Exam	04/16/2026	89.00
80558	Verizon Wireless February 2026 City Cell Phones	04/16/2026	234.49
80559	Katya Welborn Recreation Class - Tennis Classes	04/16/2026	5,440.50
80560	Westridge Market Inc March 2026 Supplies for City Council Meetings	04/16/2026	72.28
80561	Witherspoon Industries Inc April 2026 City Unhoused Storage	04/16/2026	90.00
80562	Wells Fargo Bank Balance Payment for Previous City Business Card	04/16/2026	503.54
80563	Agromin Organic Compost for City Parks	04/23/2026	2,324.65
80564	Aleshire & Wynder LLP January & February 2026 General Services Encampment Resolution Grant Mgmt (Reimbursable)	04/23/2026	114,772.64 4,357.00

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
	Special Projects	2,561.00	
	Litigation	11,989.50	
	Labor & Employment	10,975.00	
	Tax and Assessments	847.00	
	Code Enforcement	5,012.50	
	Housing	2,888.50	
	Real Property	2,079.00	
80565	AT&T March 2026 Telephone	04/23/2026	254.59
80566	County of Ventura Behavioral Health Department January - March 2026 OTT Intensive Services Coordinator	04/23/2026	38,893.96
80567	California State Disbursement Unit April 2026 Payroll Expense	04/23/2026	82.15
80568	Canon Financial Services, Inc. April 2026 Copy Machine Lease	04/23/2026	996.42
80569	Capital Industrial Medical Supply Co First Aid Supplies	04/23/2026	569.88
80570	Catalina Industries Inc Paint for Libbey Park Bleachers & General Maintenance	04/23/2026	828.23
80571	Central Coast Powersports LLC Ojai Motor Unit Repair	04/23/2026	1,326.15
80572	Colonial Life & Accident Ins April 2026 Payroll Expense	04/23/2026	692.58
80573	CoStar Realty Information Inc April 2026 CDD Software Program	04/23/2026	1,032.00
80574	County of Ventura April 2026 Soule Park Pickleball Rent	04/23/2026	515.00
80575	County of Ventura Public Works Agency April 2026 Hazardous Waste Program	04/23/2026	4,408.66
80576	Dance Ojai Recreation Class - Dance	04/23/2026	380.25
80577	Fence Factory Rentals April 2026 Temporary Fence Rental for City Unhoused	04/23/2026	170.10
80578	Franchise Tax Board April 2026 Payroll Expense	04/23/2026	100.00
80579	Green Globe HVAC Inc February 2026 Kent Hall & Police Station HVAC Maintenance	04/23/2026	4,587.20
80580	E.J. Harrison & Sons March 2026 Rolloff Dumpster for City Unhoused	04/23/2026	101.82

Check Register

Check Summary By Check Number



<u>Check No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
80581	Terry Kvasnik Recreation Class - Parkour & Qi Gong	04/23/2026	1,076.40
80582	Lincoln National Life Insurance Co April 2026 Payroll Expense	04/23/2026	2,846.99
80583	Meiners Oaks Hardware Supplies for Citywide Maintenance	04/23/2026	164.13
80584	Metropolitan Life Insurance Company April 2026 Payroll Expense	04/23/2026	5,221.29
80585	National Graphics, LLC Envelopes for City Departments	04/23/2026	238.17
80586	Ojai Valley News April 2026 Display Ad	04/23/2026	231.26
80587	Olivarez Madruga Law Organization, LLP March 2026 TOT Attorney Fees	04/23/2026	685.00
80588	Pitney Bowes Global Financial Services LLC Quarterly Postage Machine Lease	04/23/2026	184.30
80589	Prudential Overall Supply Public Works Cleaning Supplies & Clothing Allowance	04/23/2026	255.48
80590	Red Wing Shoe Store April 2026 PW Boot Allowance	04/23/2026	284.74
80591	Megan Rider Design Reimbursement for Building Permit	04/23/2026	450.00
80592	Secural Security Corporation April 2026 City Unhoused Security	04/23/2026	6,228.32
80593	Solid Waste Solutions Inc. April 2026 Hazardous Waste Program	04/23/2026	2,141.70
80594	Southern CA Edison March 2026 Electricity	04/23/2026	15,656.09
80595	Staples Business Advantage Office Supplies	04/23/2026	557.66
80596	Sunbelt Rentals Equipment Rental for PW	04/23/2026	1,204.81
80597	Timothy Kresge Debra Kresge Recreation Department Stage Flooring Project	04/23/2026	3,414.19
80598	Tripepi Smith and Associates, Inc. April 2026 Monthly Retainer for Communication Services	04/23/2026	8,800.00
80599	Uline, Inc. Supplies for Facility Maintenance	04/23/2026	1,103.20

Check Register

Check Summary By Check Number



<u>Check No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
80600	Ventura County Sheriff's Dept Quarterly Hi-Tech Task Force City Portion	04/23/2026	1,180.00
ACH	Ameriflex: Claims ACH April 2026 Payroll Expense	04/13/2026	476.63
ACH	Ameriflex: Admin Fee ACH April 2026 Payroll Expense	04/15/2026	116.00
ACH	Mission Square 457 ACH April 2026 Payroll Expense	04/16/2026	10,302.80
ACH	Amazon.com/Sales, Inc April 2026 Miscellaneous Supplies	04/17/2026	866.72
ACH	IRS ACH April 2026 Payroll Expense	04/17/2026	47,206.27
ACH	CalPERS Retirement ACH April 2026 Payroll Expense	04/17/2026	26,987.66
ACH	Colantuono, Highsmith & Whatley, PC March 2026 Services Special Projects 592.50 Criminal Code Enforcement 1,512.50 Encampment Resolution Grant Mgmt (Reimbursable) 15,563.00	04/17/2026	17,668.00
ACH	EDD ACH April 2026 Payroll Expense	04/17/2026	7,652.23
ACH	Christopher Reno April 2026 Trolley Repair	04/17/2026	2,637.50
ACH	Ameriflex: Claims ACH April 2026 Payroll Expense	04/20/2026	349.24
ACH	Chevron March 2026 Fuel	04/23/2026	2,499.47
ACH	Amazon.com/Sales, Inc April 2026 Miscellaneous Supplies	04/24/2026	3,798.23
ACH	Mission Square RHS ACH April 2026 Payroll Expense	04/24/2026	24,443.37
ACH	Charter Communications Holdings, LLC April 2026 Enterprise TV for City Council Meetings	04/24/2026	104.00
ACH	Phoenix Civil Engineering, Inc. March 2026 Projects City Paving Project 1,697.00 Pedestrian & Bike Safety 390.00 Storm Drain Repair 1,065.00 Gym Structural Design 102.00	04/24/2026	3,254.00

Check Register

Check Summary By Check Number



<u>Check No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
ACH	CalPERS Health ACH April 2026 Payroll Expense	04/24/2026	83,533.14
ACH	Pax Environmental Inc March 2026 On-Call Arborist Services	04/24/2026	330.00
ACH	Willdan Engineering February 2026 Services	04/24/2026	32,259.00
	Code Enforcement	11,480.00	
	Building & Safety Plan Checking Services	2,145.00	
	Building Inspector Services	16,495.00	
	Project 1004.001 1140 Daly Rd	113.50	
	Project 1013.001 216 Park Ave	454.00	
	Project 1018.002 923 E Ojai Ave	454.00	
	Project 1021.001 107 N Ventura St	227.00	
	Project 1023.001 510 Ojai Ave	890.50	
			663,509.06
ACH	Payroll Pay Period 3/30/2026 - 4/12/2026	04/16/2026	128,590.16
	Wire & Paper Check Total		128,590.16
	Grand Total		\$ 792,099.22

City of Ojai
Disbursement by Category

Category	Amount
Advertisement	231.26
Ojai Valley News	231.26
Lease and Rentals	7,573.39
Airgas West	205.81
Canon Financial Services, Inc.	996.42
County of Ventura	515.00
Fence Factory Rentals	951.08
Greg Rents	1,908.75
Marborg Industries	1,607.22
Pitney Bowes Global Financial Services LLC	184.30
Sunbelt Rentals	1,204.81
Legal	173,835.14
Aleshire & Wynder LLP	155,482.14
Colantuono, Highsmith & Whatley, PC	17,668.00
Olivarez Madruga Law Organization, LLP	685.00
Payroll and Benefits	338,600.51
Ameriflex: Admin Fee ACH	116.00
Ameriflex: Claims ACH	825.87
California State Disbursement Unit	82.15
CalPERS Health ACH	83,533.14
CalPERS Retirement ACH	26,987.66
Colonial Life & Accident Ins	692.58
EDD ACH	7,652.23
Franchise Tax Board	100.00
IRS ACH	47,206.27
Lincoln National Life Insurance Co	2,846.99
Metropolitan Life Insurance Company	5,221.29
Mission Square 457 ACH	10,302.80
Mission Square RHS ACH	24,443.37
Pay Period 3/30/2026 - 4/12/2026	128,590.16
Professional/Contract Services	205,720.53
Agromin	2,324.65
Alta Planning & Design	12,403.20
Blue Dolphin Locksmith LP	2,276.38
Central Coast Powersports LLC	1,326.15
Christopher Reno	2,637.50
County of Ventura Behavioral Health Department	38,893.96
County of Ventura Public Works Agency	4,408.66
E.J. Harrison & Sons	101.82
EideBailly LLP	5,988.75
Emmanuel A Mendez	1,436.00
Green Globe HVAC Inc	4,587.20
Hinderliter, de Llamas & Associates	1,871.38
Kelly Cleaning & Supplies, Inc.	3,359.33
Mark Cranes Tree Inc	8,600.00
MV Cheng & Associates Inc.	3,185.00
Ojai Valley Chamber of Commerce	18,200.00
Ojai Valley Fire Safe Council, Inc.	28,951.88
Pax Environmental Inc	330.00
Phoenix Civil Engineering, Inc.	3,254.00
Secural Security Corporation	12,901.52

City of Ojai
Disbursement by Category

Solid Waste Solutions Inc.	2,141.70
SSD Systems	709.26
Timothy Kresge Debra Kresge	3,414.19
Tripepi Smith and Associates, Inc.	8,800.00
Ventura County Sheriff's Dept	1,180.00
Ventura Urgent Care Center	89.00
Willdan Engineering	32,259.00
Witherspoon Industries Inc	90.00
Recreation Classes	6,897.15
Dance Ojai	380.25
Katya Welborn	5,440.50
Terry Kvasnik	1,076.40
Reimbursement and Refunds	509.86
Megan Rider Design	450.00
Norma Cervantes	59.86
Subscription and Software	1,622.35
AllConnected, Inc.	590.35
CoStar Realty Information Inc	1,032.00
Supplies	28,850.49
Amazon.com/Sales, Inc	4,664.95
Capital Industrial Medical Supply Co	569.88
Catalina Industries Inc	828.23
Chevron	2,499.47
Delta Liquid Energy	7,882.43
Devil Mountain Wholesale Nursery LLC	6,942.12
Meiners Oaks Hardware	164.13
National Graphics, LLC	1,255.54
Ojai Business Center Inc	6.50
Ojai Lumber Company Inc	422.54
Prudential Overall Supply	514.28
Puretec Industrial Water	579.00
Red Wing Shoe Store	284.74
Staples Business Advantage	557.66
Uline, Inc.	1,103.20
Wells Fargo Bank	503.54
Westridge Market Inc	72.28
Utilities	28,258.54
AT&T	274.74
Casitas Municipal Water District	5,201.77
Charter Communications Holdings, LLC	104.00
Southern CA Edison	22,443.54
Verizon Wireless	234.49
Grand Total	792,099.22

Warrant Register for the Meeting Date May 12, 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.



Brenda Cho, Finance Director



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: May 12, 2026

SUBJECT: Confirm Appointment to Fill Mid-Term Vacancy on the Planning Commission

RECOMMENDATION

Confirm nomination of applicant Bruce Hanson as Planning Commissioner to fill a mid-term vacancy (term ending May 2028).

DISCUSSION

The Planning Commission is currently experiencing one mid-term vacancy following resignations from now former Commissioners Graham. This administrative report and nomination will address only one mid-term vacancy for the seat. Council Member Rule assisted as rotating Council Member included in this seat's current term and original nomination. Because of this, Council Member Rule served again with Mayor Gilman and Planning Commission Chair Murphy on the Nominating Committee. [The City's Local Appointments \("Maddy Act"\) List](#), which is mandated and updated throughout the year on the City website, outlines the commission seats and Council Member involved in each appointment.

The City performed numerous acts of outreach to the Council and the public. 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.

Ojai Municipal Code [Planning Commission - § 10-1.02\(b\)](#) outlines the process for a mid-term vacancy. This process has been followed for each candidate under consideration. As required by Ojai Municipal Code, the Nominating Committee unanimously recommends:

1. **Bruce Hanson** (Appointment to fill mid-term vacancy, May 2026 - May 2028)

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. Hanson



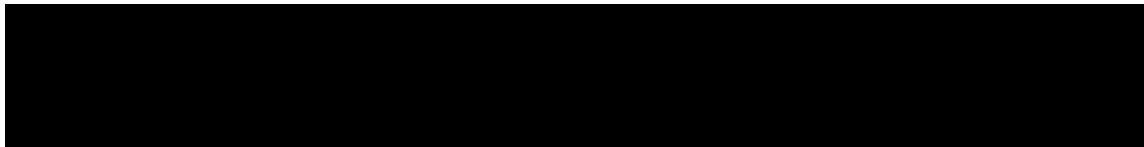
City of Ojai
City Clerk's Office
401 South Ventura Street
Ojai, CA 93023
Telephone: 805-646-5581, Ext. 120
www.ojai.ca.gov

APR - 1 2026

City Clerk

FACT SHEET FOR COMMISSION AND BOARD APPLICANTS

Name: Bruce J Hanson Date: 3/6/2023



Employer: Retired Business Phone: NA

Education: BA Sociology, Augustana University 1977
MA Urban Studies: Urban Planning, University of Akron 1979
PhD Organizational Behavior, Case Western Reserve University 1995

Number of years as a resident. Are you a registered voter of the Ojai Valley or the City of Ojai?
Yes, resident of Ojai since 2019

List Civic Activities, Clubs, Associations, Etc.: **Ojai Rotary 2023-present**

Additional information, qualifications and/or references:

After completing my MA in Urban Studies with a major in city planning, I interned in neighborhood planning in St Paul Minnesota for 6 months for the Como Park District where I lived. I then did project work with the Metropolitan Council in housing in 1980. At that time 701 Housing grants stopped in the US preventing continued fulltime work in planning.

I turned to the private sector and worked as a marketing analyst for Fingerhut mail order company for several years in 'big data.' My interest in socio-technical systems encouraged me to earn a PhD in Organizational Behavior conducting several corporate redesign projects. I then became a professor at a succession of business schools including Pepperdine University with increasing program responsibility retiring as an Emeritus Professor of Business from Concordia University Irvine.

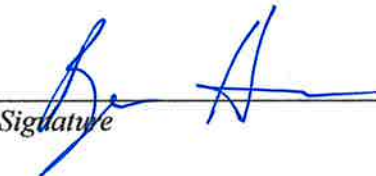
My current retirement interest is becoming more involved in our community of Ojai including projects with Rotary. I would love to work in planning and developing our ability to live in harmony with nature with a vision of an Ecological Civilization.

Advisory Boards and Commissions

Please check your preference(s)

City of Ojai Commissions/Committee:	County of Ventura Citizens Advisory Committees:
<input type="checkbox"/> Arts Commission	<input type="checkbox"/> Area Agency on Aging
<input type="checkbox"/> Historic Preservation Commission	<input type="checkbox"/> Area Housing Authority
<input type="checkbox"/> Parks & Recreation Commission	<input type="checkbox"/> Ventura County Air Pollution Control District Advisory Commission
<input checked="" type="checkbox"/> Planning Commission	<input type="checkbox"/> Citizens Transportation Advisory Committee (CTAC)
<input type="checkbox"/> Fiscal Policy Budget Committee	<input type="checkbox"/> 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.



Signature

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



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: May 12, 2026

SUBJECT: Confirm Appointment to Fill Inaugural Vacancy on the Public Safety Commission

RECOMMENDATION

Confirm nomination of applicant Larry Steingold as Public Safety Commissioner to fill an inaugural vacancy (term ending May 2030).

DISCUSSION

City Council established the Public Safety Commission in March 2026 through Ordinance No. 972. This is now established as [Ojai Municipal Code Title 3 Chapter 9](#). The Municipal Code outlines the process for filling the inaugural Commission vacancies.

For the inaugural Commission, a nominating committee comprised of the Mayor and a rotating City Councilmember, as determined by the City Clerk, shall nominate four Commissioners for confirmation by the City Council, with each Councilmember having an opportunity to serve on a nominating committee. The Mayor shall nominate one Commissioner independently for confirmation by the City Council.

Also, for the inaugural Commission, the first three members appointed shall serve an initial term of up to four years, and the remaining two members shall serve an initial term of up to two years. All inaugural Commissioners are eligible for reappointment. All subsequent Commission appointments shall be for a term of four years.

[The City's Local Appointments \("Maddy Act"\) List](#), which is mandated and updated throughout the year on the City website, outlines the commission seats and Council Member involved in each appointment.

The City performed numerous acts of outreach to the Council and the public. 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.

This administrative report serves to provide one nomination to the Council for confirmation. Mayor Gilman and Council Member Lang conducted the process for the first seat on the commission. This process has been followed for each candidate under consideration. As

required by Ojai Municipal Code, the Mayor and Council Member together recommend:

1. **Larry Steingold** (Appointment to fill four-year term. Term ending 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 – L. Steingold



APPLICATION FOR APPOINTMENT

Please indicate your interest(s) below:

City of Ojai Commissions/Committee/Board
<input type="checkbox"/> Arts Commission
<input type="checkbox"/> Historic Preservation Commission
<input type="checkbox"/> Parks & Recreation Commission
<input checked="" type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Public Safety Commission
<input type="checkbox"/> Finance and Budget Committee
<input type="checkbox"/> Building Appeals Board
County of Ventura Advisory Committees
<input type="checkbox"/> Air Pollution Control District Advisory Commission
<input type="checkbox"/> Area Agency on Aging
<input type="checkbox"/> Area Housing Authority
<input type="checkbox"/> Citizens Transportation Advisory Committee (CTAC)

Name: Lawrence (Larry) Steingold Date: 04/01/2026

Employer: Retired Business Phone: _____

Business Address: _____

Type of Business: _____

Education: BA Washingto & Jefferson 74, MBA Babason College, 76

CEU's in real estate since 1984

Number of years as an Ojai Valley resident: 9

Are you registered to vote in the City of Ojai?: Yes No

List civic activities, clubs and associations, etc.: _____

Twice Sold Tales volunteer, Jewish Community of Ojai, Board Member

OUSD Bond Oversight Committee

Continual presence at City Council, Planning and other public activities

Additional information, qualifications and/or references: My resume is attached with cover

(You may attach additional pages if you wish)

PLEASE NOTE: The City of Ojai requires all appointees to file a Form 700 Statement of Economic Interests. If you have any questions regarding the Form 700 or the City's application process, please contact the City Clerk's office at cityclerk@ojai.ca.gov.

Larry Steingold

Signature

Return the completed form via email to cityclerk@ojai.ca.gov or via mail to:

City Clerk's Office
401 South Ventura Street
Ojai, California 93023

Larry Steingold



March 27, 2026

Ojai City Council / Public Safety Commission
Ojai City Hall
Ojai, CA 93023

Re: Application for Public Safety Commission Appointment

I am writing to express my interest in serving on the Ojai Public Safety Commission. As a resident of Ojai for almost nine years, I deeply value the town's unique character, natural beauty, and strong sense of community. For me, public safety is not only about law enforcement and emergency response, but also about creating and preserving a high quality of life where residents feel secure, respected, connected and want to remain here.

I bring over 40 years of professional experience in commercial real estate brokerage of all kinds, and collaboration with municipalities, planning boards, and economic development agencies. Since officially retiring in November 2024, I have continued my engagement with the community through my roles as a Board Member of the Jewish Community of Ojai, a volunteer with Twice Told Tales, and a member of the Ojai Unified School District's Citizen Oversight Commission.

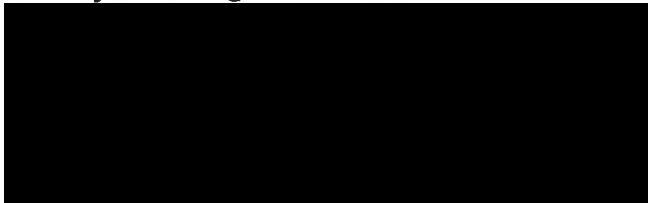
I bike and walk around Ojai daily and pay close attention to our roads and sidewalks, and the growing use of e-bikes and scooters, and where conditions could become potentially dangerous for pedestrians, cyclists, and drivers. I look for commonsense, practical solutions—such as clearer signage, better crosswalks, reduced speed zones near schools, and

thoughtful management of shared roadways—that can prevent foreseeable problems before they turn into serious incidents. Without public safety as the linchpin that holds society together, it becomes difficult to maintain trust, protect families, support local businesses, and preserve the town’s cherished quality of life. CERT is an example whereby we could have a goal of training hundreds.

The Public Safety Commission can focus on everyday but critical issues—where thoughtful, well-designed changes can make a meaningful difference. I want the opportunity to contribute my experience, local perspective, and commitment to thoughtful, community-based solutions. Thank you for considering my application.

Sincerely,

Larry Steingold



Larry Steingold



Education

- Washington & Jefferson College, B.A., 1974
- Babson College, M.B.A., 1976
- Continuing education: various classes and seminars, 1980–2022

Professional Experience

Lee & Associates, Sherman Oaks, CA
Commercial Real Estate Broker - 2017–2020

- Focused on commercial property, land development, redevelopment projects, new construction, leasing, and sales.
- Office closed in 2020; California real estate license (expired 2024).

MG Commercial Real Estate, Providence, RI
Senior Broker Represented a global corporate real estate firm with a focus on industrial and commercial development, new construction, and property repositioning.

- Managed relationships with local economic development offices to attract and retain business tenants.

Ryan Elliot Commercial Real Estate Company, Providence, RI
Broker - 1984–1999

- Regional commercial firm specializing in industrial real estate, land development, repositioning, and new construction.

- Contributed to the firm's growth and transition during its acquisition by CBRE.

Albert Realty, Cranston, RI

Sales Associate / Broker - 1980–1984

- Engaged in residential and commercial transactions for a local real estate company.
- Rhode Island Brokerage License: B12393

Earlier Experience (1976–1980)

- Varied professional roles; detailed list available upon request.

Community & Volunteer Involvement

- Volunteer, Twice Told Tales, 2022–present
- Board Member, Jewish Community of Ojai, 2020–present
- Citizen Oversight Commission Member, Ojai Unified School District, 2023–present
- Active participant in Ojai City Council and various civic commission meetings

Career Summary

- More than 40 years of experience in commercial real estate with over 1,000 completed transactions.
- Expertise across all phases of development: land acquisition, construction, repositioning, leasing, and sales.
- Strong background in collaborating with municipalities, planning boards, and economic development agencies to promote business growth.
- Officially retired November 18, 2024, upon expiration of California Real Estate License.



Administrative Report

TO: Honorable City Council

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

MEETING DATE: May 12, 2026

SUBJECT: Amendment No 2 to Pristine Auto Detailing for Fleet Detailing Services (*Operational Need*)

RECOMMENDATION

1. Authorize City Manager to execute the second amendment to PW Agreement No. 2025-29B with Pristine Auto Detailing (Pristine Auto) to (1) increase the not-to-exceed amount for FY 25/26 by \$15,000, and (2) establish a new not-to-exceed amount for FY 26/27 of \$67,000; and
2. Authorize the City Manager to extend the term of the agreement to June 30, 2027.

DISCUSSION

On July 5, 2024, under the City Manager's authority, an agreement was executed with Pristine Auto for vehicle detailing services for a not-to-exceed amount of \$25,000.

On August 12, 2025, the City Council authorized the first amendment to PW Agreement No. 2025-29A with Pristine Auto Detailing to extend the term to June 30, 2026, modify the scope of services to cover the entire City fleet, and increase the not-to-exceed amount by \$50,000 for FY 25/26.

Staff is now requesting approval to execute a second amendment, increasing the not-to-exceed amount for FY 25/26 by \$15,000, for a revised total of \$65,000 for FY 25/26. This increase is needed because, at the time the first amendment was approved, Transit was routinely operating 2–3 trolleys on the trolley route. As of early 2026, Transit expanded service to five trolleys. This increased service level has resulted in higher-than-anticipated detailing needs, driving the additional cost request. No changes are proposed to the scope of vehicle washing or detailing services for FY 25/26 at this time.

Staff is also requesting approval to extend the term of the agreement through June 30, 2027, and to increase the not-to-exceed amount to \$67,000 for FY 2026/27, for a total not-to-exceed amount for all three years of \$157,000. This increase is due to the addition of a double bucket truck and a backhoe loader to the vehicle-washing inventory.

Therefore, staff recommends amending the agreement with Pristine Auto and authorizing the City Manager to execute the second amendment to PW Agreement No. 2025-29 with Pristine Auto to extend the term, modify the scope of services, and increase the not-to-

exceed amount to a new total of \$157,000, broken down as: (1) \$25,000 for FY 24/25, (2) \$65,000 for FY 25/26, and (3) \$67,000 for FY 26/27.

City Council approval is required because the contract amount is above the City Manager's purchasing authority.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

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

FISCAL IMPACT

Funds for the increases in FY 25/26 are available in this year's budget and funds for FY 26/27 will be budgeted in the Public Works Operating Fund Account No. 010-1601-0151-000, and in the Transit Operating Fund Account No. 023-1206-0152-000.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

- A. Original Agreement with Pristine Auto Detailing
- B. PW Agreement No. 2025-29A, Amendment No. 1 to Pristine Auto Detailing Agreement
- C. PW Agreement No. 2025-29B, Amendment No. 2 to Pristine Auto Detailing Agreement

**CITY OF OJAI
ON-SITE VEHICLE WASHING SERVICES AGREEMENT**

This AGREEMENT for ON-SITE VEHICLE WASHING SERVICES is entered into this 5th day of July 2024, by and between the **CITY OF OJAI**, a general law city and municipal corporation ("CITY") and **PRISTINE AUTO DETAILING**, a California corporation ("CONTRACTOR").

RECITALS

- A. CITY does not have the personnel able and/or available to perform the services required under this agreement.
- B. Therefore, CITY desires to contract out for ON-SITE VEHICLE WASHING SERVICES AND TROLLEY DETAILING.
- C. CONTRACTOR warrants to CITY that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- D. CITY desires to contract with CONTRACTOR to perform the services as described in **Exhibit A and Exhibit B** of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, CITY and CONTRACTOR agree as follows:

CONSIDERATION AND COMPENSATION.

As partial consideration, CONTRACTOR agrees to perform the work listed in the SCOPE OF SERVICES, attached as **Exhibit A and Exhibit B**;

As additional consideration, CONTRACTOR and CITY agree to abide by the terms and conditions contained in this Agreement;

As additional consideration, CITY agrees to pay CONTRACTOR **an amount not to exceed \$25,000 during the 2024-25 Fiscal Year (July 1, 2024 — June 30, 2025)**.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his designee.

CONTRACTOR shall submit to CITY, by not later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONTRACTOR all uncontested amounts set forth in the CONTRACTOR'S bill within 30 days after it is received.

SCOPE OF SERVICES. CONTRACTOR will perform the services and activities set forth in the SCOPE OF SERVICES attached hereto as **Exhibit A and Exhibit B** and incorporated herein by this reference. If any part of **Exhibit A and Exhibit B** is inconsistent with the terms of this Agreement, the terms of this Agreement shall control.

PAYMENTS. For CITY to pay CONTRACTOR as specified by this Agreement, CONTRACTOR must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period.

TIME OF PERFORMANCE. The services of CONTRACTOR are to commence upon receipt of a notice to proceed from CITY and shall continue until all authorized work is completed to CITY's reasonable satisfaction, in accordance with the schedule incorporated in "**Exhibit A and Exhibit B,**" unless extended in writing by CITY.

FAMILIARITY WITH WORK. By executing this Agreement, CONTRACTOR represents that CONTRACTOR has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2024, unless earlier termination occurs under Section 11 of this Agreement or extended in writing by both parties. Any extensions shall be approved in writing in advance by both parties.

CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONTRACTOR and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

TAXPAYER IDENTIFICATION NUMBER. CONTRACTOR will provide CITY with a Taxpayer Identification Number.

PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all permits, licenses, and certificates that may be required by local, state and federal laws in connection with the performance of services under this Agreement.

LAWS AND REGULATIONS: Employee/Labor Certification. CONTRACTOR shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. CONTRACTOR shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for CITY to terminate the Agreement for cause.

TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing with at least 10 days notice of intent to cancel.
- B. CONTRACTOR may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

INDEMNIFICATION.

CONTRACTOR shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of CITY.

INDEPENDENT CONTRACTOR.

CITY and CONTRACTOR agree that CONTRACTOR will act as an independent CONTRACTOR and will have control of all work and the manner in which it is performed. CONTRACTOR will be free to contract for similar service to be performed for other employers while under contract with CITY. CONTRACTOR is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONTRACTOR as to the details of doing the work or to exercise a measure of control over the work means that CONTRACTOR will follow the direction of the CITY as to end results of the work only.

INSURANCE REQUIREMENTS.

- A. CONTRACTOR, at CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
 - 1. Workers Compensation Insurance as required by law. CONTRACTOR shall require all subconsultants similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY.

2. **General Liability Coverage.** CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.
3. **Automobile Liability Coverage.** CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

B. **Endorsements.** Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by CITY, and shall be endorsed as follows. CONTRACTOR also agrees to require all CONTRACTORS, and subconsultants to do likewise.

1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
2. This policy shall be considered primary insurance as respects CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by CITY, including any self-insured retention CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
4. The insurer waives all rights of subrogation against CITY, its elected or appointed officers, officials, employees, or agents.
5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its elected or appointed officers, officials, employees, agents, or volunteers.
6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days' written notice has been received by CITY.

- C. CONTRACTOR agrees to provide immediate notice to CITY of any claim or loss against CONTRACTOR arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
- D. Any deductibles or self-insured retentions must be declared to and approved by CITY. At CITY's option, CONTRACTOR shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- E. CONTRACTOR shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with CITY at all times during the term of this Agreement.

Failure on the part of CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which CITY may terminate this Agreement pursuant to Section 11 above.

FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE. The acceptance by the CONTRACTOR of the final payment made under this Agreement shall operate as and be a release of CITY from all claims and liabilities for compensation to the CONTRACTOR for anything done, furnished or relating to the CONTRACTOR'S work or services. Acceptance of payment shall be any negotiation of CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check.

CORRECTIONS. In addition to the above indemnification obligations, the CONTRACTOR shall correct, at its expense, all errors in the work which may be disclosed during CITY'S review of CONTRACTOR'S report or plans. Should the CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT. In addition to all other available remedies, CITY may deduct the cost of such correction from any retention amount held by CITY or may withhold payment otherwise owed CONTRACTOR under this Agreement up to the amount of the cost of correction.

NOTICES. All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY OF OJAI	CONTRACTOR
City of Ojai 410 South Ventura Street Ojai, CA 93023 <u>ATTN:</u> Carl Alameda, Assistant City Manager Email: carl.alameda@ojai.ca.gov	Pristine Auto Detailing 411 Grand Avenue, Box B Ojai, CA 93023 <u>ATTN:</u> Emmanuel Mendez, Owner Email: pristineautodetail805@gmail.com

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

THIRD PARTY BENEFICIARIES. This Agreement and every provision herein is generally for the exclusive benefit of CONTRACTOR and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONTRACTOR's or CITY's obligations under this Agreement.

INTERPRETATION. This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Ventura County.

ENTIRE AGREEMENT. This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.

RULES OF CONSTRUCTION. Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's city administrator, or designee, may execute any such amendment on behalf of CITY.

ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES. The Parties agree that this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission, scanned and delivered via electronic mail, or delivered using digital signature technology approved by CITY. Such facsimile or electronic signatures will be treated in all respects as having the same effect as an original signature.

FORCE MAJEURE. Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.

STATEMENT OF EXPERIENCE. By executing this Agreement, CONTRACTOR represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONTRACTOR represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private CONTRACTORS, and experience in dealing with public agencies all suggest that CONTRACTOR is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF OJAI

CONTRACTOR


Carl Alameda, Acting City Manager


Emmanuel Mendez, Owner

EXHIBIT A
SCOPE OF SERVICES/SCHEDULE OF BILLING RATES
ON-SITE OJAI TROLLEY WASHING & DETAILING
SERVICE PERIOD: July 1, 2024 – June 30, 2025

1. Full Service Trolley Wash (On-Site): Perform weekly washing of City Trolley on-site, as follows:

- Exterior vehicle wash and hand dry, includes cleaning the tires using clean soap and water.
- Rinse: Complete rinsing of the exterior of the vehicle which removes all cleaning agents used in the exterior washing operation.
- Remove and clean all floor mats and replace in vehicle.
- Carpets: Interior vacuum of floor area.
- Dash: Remove dust from dash, console, and door panels and seats.
- Windows: Clean outside and inside of all windows with cleaning solution designed for this purpose.

Flat Rate for Trolley Wash (On-Site): \$250.00 per Trolley.

2. Complete Trolley Detailing (On-Site): Includes all the above cleaning provisions, in addition to:

- Deep cleaning of all above items with the addition of all walls, ceilings, and seats (vacuumed and deep cleaned using an extractor).
- Extract dirt and shampoo on seats
- Upholstery clean, shampoo and steam
- Windows cleaned inside and out
- Clean & condition leather
- Clean air conditioners
- Clean floor
- Sanitize all interior
- Clean & condition dash, steering wheel, console, door panels.

Flat Rate for Trolley Detailing (On-Site): \$1,200.00 per Trolley.

EXHIBIT B
SCOPE OF SERVICES/ SCHEDULE OF BILLING RATES
ON-SITE CITY VEHICLE WASHING
SERVICE PERIOD: October 28, 2024 – June 30, 2025

1. Full Service Vehicle Wash (On-Site): Perform no more than bi-weekly washing of City Vehicles on-site, as follows:

- Exterior vehicle wash and hand dry, includes cleaning the tires using clean soap and water.
- Rinse: Complete rinsing of the exterior of the vehicle which removes all cleaning agents used in the exterior washing operation.
- Remove and clean all floor mats and replace in vehicle.
- Carpets: Interior vacuum of floor area.
- Dash: Remove dust from dash, console, and door panels and seats.
- Windows: Clean outside and inside of all windows with cleaning solution designed for this purpose.

Flat Rate for Vehicle Washing Services (On-Site): \$25.00 per Vehicle.

Attachment B

AMENDMENT NO. 1

AMENDMENT TO ON-SITE VEHICLE WASHING SERVICES AGREEMENT

PRISTINE AUTO DETAIL

This Amendment to the Agreement for on-site vehicle washing (Original Agreement) is entered into between the City of Ojai, a California general law city and municipal corporation (City), and Pristine Auto Detail, collectively referred to as the Parties. The effective date of this Amendment is August 12, 2025.

RECITALS

A. On July 5, 2024, the City Council awarded an Agreement with Pristine Auto Detail, Inc., for on-site vehicle washing in the amount not to exceed \$25,000 per year, effective July 1, 2024, expiring June 30, 2025 (Agreement).

B. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

Section 1. Amendment. The Agreement is amended to add the following:

Term and Termination of Agreement: The term ("Term") of Agreement No. PW 2025-29A will be from the Effective Date to June 30, 2026, unless terminated sooner by City as provided in this section or otherwise extended by the mutual written agreement of the Parties.

Payment and Compensation: Total City payments to Contractor for all Work performed during the Term may not exceed the sum of \$50,000.00.

Scope of Services and Rates: The scope of services and rates has been modified. Exhibit A and B reflect these changes.

Section 2. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Amendment, Agreement for Pristine Auto Detail, to be executed as of the Effective Date.

CITY OF OJAI



Ben Harvey, City Manager

PRISTINE AUTO DETAIL



Emmanuel Mendez, Owner

Exhibit A

1. Experience & Qualifications

Pristine Auto Detail has been providing vehicle cleaning and maintenance services throughout Ventura County since 2017. Our technician is trained in proper care and sanitation procedures for commercial and transit vehicles. We specialize in servicing fleet vehicles for municipalities, private businesses, and public agencies.

We are fully licensed in the State of California and maintain active general liability, commercial auto, and workers' compensation insurance coverage. Our work is dependable, efficient, and detail-oriented—ensuring your trolleys are always clean, safe, and rider-ready.

2. Scope of Services

A. Main Trolleys (2 Units – Weekly Service)

- **Regular Maintenance Wash (Interior & Exterior): \$250 per trolley, weekly**
This is a routine cleaning service—not a full detail—designed to maintain vehicle cleanliness and rider comfort on a consistent basis.

Services include:

- Full vacuuming using an air compressor to remove debris from hard-to-reach areas
- Sanitation of all hard interior surfaces, including floors, driver's area, and stairs
- Spot cleaning and deodorizing of seats and flooring
- Cleaning of all interior glass and mirrors
- Complete exterior wash including pressure washing of the body, undercarriage, and roof
- Cleaning of wheels and mirrors
- **All trolleys are hand-dried using microfiber cloths to help preserve the paint and finish**
- Tire shine and protective treatment
- **Total: \$500/week for both trolleys**

B. Standby/Back-Up Trolleys (3 Units – Biweekly Service)

- **Exterior Maintenance Wash: \$125 per trolley, every other week**
 - Standard exterior wash and rinse

- Wheel and mirror cleaning
 - **No wax or paint protection included**
 - **Total: \$750/month for 3 trolleys (2 cleanings/month per trolley)**
-

3. Recommended Full Detail Service (As-Needed)

We recommend a **comprehensive full detail** of each trolley every **3 to 6 months**, depending on vehicle usage and condition. This deep-clean service goes beyond our regular maintenance wash and is designed to restore, protect, and preserve both the interior and exterior of the trolleys.

The two main trolleys will receive this full detail service every 6 months at a rate of \$1,200 per trolley.

Cost: \$1,200 per trolley (as-needed or scheduled)

This service includes:

Interior Full Detail

- Removal of all 14 leather seat cushions
- Cleaning and disinfecting of each cushion
- Application of leather conditioner to all 14 leather cushions to prevent cracking and drying over time
- Cleaning and disinfecting of all trolley benches
- Cleaning and disinfecting of floors, walls, driver's area, and dashboard
- Cleaning and disinfecting of all trolley windows
- Cleaning and disinfecting of the wheelchair lift and wheelchair lift cover
- Application of wood oil protection to all wood benches and wood wall panels to prevent cracking and drying over time

Exterior Full Detail

- Pressure wash of entire roof
- Removal of all 13 advertisement bulletin boards
- Pressure wash and cleaning behind each bulletin board
- Full soap wash of the trolley exterior followed by pressure rinse, including tires

- Hand drying with microfiber towels and use of an air compressor for hard-to-reach areas and seams
- **Three-step wax and paint conditioning process:**
 - **Compound** – to remove oxidation and surface imperfections
 - **Polish** – to restore depth and shine
 - **Sealant** – to protect the finish for 4 to 6 months
- Rim polishing and protection
- Application of premium tire dressing to enhance and preserve tire appearance

This full detail service ensures long-term cleanliness, protection of materials, and preservation of the trolleys' professional appearance.

4. Pricing Summary

Note: Regular maintenance wash services are billed weekly. While most months include four service weeks, the following months in the service period include **five weeks** and will be billed accordingly at the standard weekly rate:

August 2025 October 2025 January 2026 May 2026

Service Description	Units	Frequency	Unit Price	Estimated Monthly Range
Regular Maintenance Wash – Main Trolleys	2 Trolleys	Weekly	\$250/trolley/week	\$2,000–\$2,500/month
Exterior Maintenance Wash – Standby Trolleys	3 Trolleys	Biweekly (2x/month)	\$125/trolley	\$750/month
Estimated Monthly Total				\$2,750–\$3,250/month
Full Detail – Main Trolleys (Semiannual)	2 Trolleys	Every 6 months	\$1,200/trolley	\$2,400 per 6 months
Full Detail – Standby Trolleys (Semiannual)	3 Trolleys	Every 6 months	\$1,200/trolley	\$3,600 per 6 months

Exhibit B

- Hand drying with microfiber towels and use of an air compressor for hard-to-reach areas and seams
- **Three-step wax and paint conditioning process:**
 - **Compound** – to remove oxidation and surface imperfections
 - **Polish** – to restore depth and shine
 - **Sealant** – to protect the finish for 4 to 6 months
- Rim polishing and protection
- Application of premium tire dressing to enhance and preserve tire appearance

This full detail service ensures long-term cleanliness, protection of materials, and preservation of the trolleys' professional appearance.

4. Pricing Summary

Note: Regular maintenance wash services are billed weekly. While most months include four service weeks, the following months in the service period include **five weeks** and will be billed accordingly at the standard weekly rate:

August 2025 October 2025 January 2026 May 2026

Service Description	Units	Frequency	Unit Price	Estimated Monthly Range
Regular Maintenance Wash – Main Trolleys	2 Trolleys	Weekly	\$250/trolley/week	\$2,000–\$2,500/month
Exterior Maintenance Wash – Standby Trolleys	3 Trolleys	Biweekly (2x/month)	\$125/trolley	\$750/month
Estimated Monthly Total				\$2,750–\$3,250/month
Full Detail – Main Trolleys (Semiannual)	2 Trolleys	Every 6 months	\$1,200/trolley	\$2,400 per 6 months
Full Detail – Standby Trolleys (Semiannual)	3 Trolleys	Every 6 months	\$1,200/trolley	\$3,600 per 6 months

5. Licensing & Insurance

Pristine Auto Detail is fully compliant with local and state requirements. We maintain the following documentation, attached to this proposal:

- Valid City of Ojai Business License
 - Certificate of General Liability Insurance
 - Certificate of Umbrella Liability Insurance
 - Auto Insurance
 - In the process of DBE (Disadvantaged Business Enterprise) application
-

6. City Fleet Vehicle Detailing Services

In response to the City of Ojai's request to expand the scope of services, the following plan is proposed for full detailing support of the City fleet under the Public Works Department.

A. Service Schedule and Breakdown

Vehicle Type	Quantity	Frequency	Service Type
Honda Prologue Elite	1	Bi-monthly (2x/month)	Interior & Exterior Detail
Ford F-150 Lightnings (3 total)	3	Monthly	Interior & Exterior Detail
Ford Transit Connect	1	Monthly	Interior & Exterior Detail
Ford Fusion Sedan	1	Monthly	Interior & Exterior Detail
Passenger Vans (Econoline, Transit, 15-Passenger)	4	Monthly	Interior & Exterior Detail
Remaining Fleet Vehicles	16	Monthly	Exterior-Only Wash

B. Service Descriptions

Interior & Exterior Detailing (\$36 per vehicle):

- Full vacuuming of interior and cargo areas

- Wipe-down and sanitation of hard surfaces
- Interior window and mirror cleaning
- Exterior hand wash and rinse using eco-friendly products
- Tire and wheel cleaning

Exterior-Only Wash (\$26 per vehicle):

- Foam wash and rinse
- Wheel and tire cleaning
- Tire dressing

C. Pricing Summary

Vehicle Category	Quantity	Frequency	Rate per Service	Monthly Cost
Honda Prologue Elite (bi-monthly)	1	2x/month	\$36	\$72
Ford F-150 Lightnings (3)	3	Monthly	\$36	\$108
Ford Transit Connect	1	Monthly	\$36	\$36
Ford Fusion Sedan	1	Monthly	\$36	\$36
Passenger Vans (4)	4	Monthly	\$36	\$144
Interior & Exterior Subtotal (10 vehicles)				\$396
Remaining Exterior-Only Vehicles (16)	16	Monthly	\$26	\$416

Total Estimated Monthly Fleet Cost: \$812
Total Estimated Annual Fleet Cost: \$9,744

7. Total Contract Summary

The combined monthly and annual cost estimates for both the City trolley services and the full vehicle fleet detailing are summarized below:

Service Category	Estimated Monthly Total	Estimated Annual Total
Trolley Services	\$2,750 – \$3,250	\$33,000 – \$39,000
City Fleet Detailing	\$812	\$9,744
Combined Total	\$3,562 – \$4,062	\$42,744 – \$48,744

Note: Trolley full-detail services are performed semiannually and included in the annual total.

We appreciate the opportunity to serve the City of Ojai again and are confident in our ability to maintain your trolley fleet and City fleet to the highest standards. Please feel free to reach out with any questions, request a demonstration, or schedule services.

Sincerely,
Emmanuel Mendez
Owner

Pristine Auto Detail
411 Grand Ave, Unit B
Ojai, CA 93023
(805) 509-1601
pristineautodetail805@gmail.com

AMENDMENT NO. 2

AMENDMENT TO ON-SITE VEHICLE WASHING SERVICES AGREEMENT

PRISTINE AUTO DETAILING

This Amendment No. 2 (Amendment No. 2) to the Agreement for on-site vehicle washing services is entered into between the City of Ojai, a California general law city and municipal corporation (City), and Pristine Auto Detailing, collectively referred to as the Parties. The effective date of this Amendment is May 12, 2025.

RECITALS

A. On July 5, 2024, the City Council awarded an Agreement to Pristine Auto Detailing, for on-site vehicle washing in the amount not-to-exceed \$25,000.00 per year, effective July 1, 2024, expiring June 30, 2025 (Agreement).

B. On August 12, 2025, the City Council authorized the City Manager to extend the term of this agreement to June 30, 2026, and to increase the not-to-exceed amount by \$50,000.00 to a modification of the scope and services in FY 25/26, which included both trolley and vehicle washing/detailing. The City anticipates actual expenditures for FY 25/26 will be \$65,000, based on an increase in cleaning of trolleys associated with the City's expansion of trolley services.

C. The City desires to extend the Agreement by one additional year through June 30, 2027, in order to ensure continuity of service, and to increase the total not-to-exceed amount of the Agreement, as follows: (1) \$15,000 for services provided in FY 25/26; and (2) \$67,000 for services to be provided in FY 26/27.

D. All capitalized terms not defined in this Amendment have the meaning set forth in the Agreement.

Section 1. Amendment. The Agreement is amended to modify the following:

Consideration and Compensation: Total City payments to Contractor for all Work performed during the Term may not exceed \$157,000, broken down as follows by fiscal year:

FY 24/25: \$25,000

FY 25/26: \$65,000

FY 26/27: \$67,000

Consideration and Compensation: Total City payments to Contractor for all Work performed during the Term may not exceed the sum of \$67,000.00 for FY 26/27.

Term of Agreement: The term ("Term") of this Agreement will be from the Effective Date of the Agreement to June 30, 2027, unless terminated sooner by City as provided in this section or otherwise extended by the mutual written agreement of the Parties.

Scope of Services and Rates: The scope of services and rates has been modified. Exhibit A reflects these changes.

Section 2. Continuation of Terms of Agreement. Except as expressly modified by the terms and provisions of this document, the remaining terms and provisions of the Agreement remain in full force and effect.

THE AUTHORIZED REPRESENTATIVES of the Parties have caused this Amendment No. 2 to Agreement No. 2025-29B, to be executed as of the Effective Date.

CITY OF OJAI

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Deputy City Clerk

Approved as to form:

Bethany A. Burgess, City Attorney

PRISTINE AUTO DETAILING

Emmanuel Mendez, Owner



Administrative Report

TO: Honorable City Council

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

MEETING DATE: May 12, 2026

SUBJECT: Award Maintenance Agreement for Janitorial Services
(Operational Need)

RECOMMENDATION

1. Authorize the City Manager to execute Maintenance Agreement No. 2026-31 with Kelly's Cleaning & Supplies for janitorial services in the amount of \$115,263.96 for a three-year period commencing July 1, 2026, through June 30, 2029, and;
2. Authorize the City Manager to execute, in their sole discretion, future amendments for up to two (2) additional one-year terms for a maximum agreement term not to exceed five (5) years.

DISCUSSION

The Public Works Department requires janitorial services to ensure that all City-owned facilities are maintained in a clean, safe, and sanitary condition. Contracting with a professional provider allows the City to benefit from trained personnel, specialized equipment, and industry-standard cleaning practices that support public health, employee productivity, and the overall appearance of City facilities.

On April 9, 2026, the Public Works Department solicited a request for formal bids for Janitorial Services of all City-Owned facilities to secure a qualified contractor to provide routine janitorial services. April 9, 2026 staff received one (1) bid as shown in the chart below:

Name of Bidder	Amount Per Year
Kelly's Cleaning & Supplies, Inc.	\$115,263.96

After reviewing the sole submitted bid, staff recommends entering into a PW Maintenance Agreement with Kelly's Cleaning & Supplies, Inc. to provide janitorial services for a three-year period commencing July 1, 2026 through June 30, 2029, for a total authorized expenditure of \$115,263.96 per year; and authorize the City Manager, in their sole discretion, to approve amendments to extend the agreement for up to two (2) additional one-year terms, for a maximum agreement term not to exceed five (5) years.

The prices will remain firm for the initial contract period through June 30, 2029. Thereafter, any price increase for renewals must include detailed documentation and will be reviewed by the Public Works Department. The Public Works Department may accept, reject, or negotiate requests, which cannot exceed cost-of-living adjustments based on the February CPI-U Los Angeles. Kelly's Cleaning & Supplies must submit adjustment requests to the Public Works Department by April 30th; approved increases take effect on the contract anniversary.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

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

FISCAL IMPACT

Funding for janitorial services are available this fiscal year (FY 25/26) in Public Works operating fund accounts for parks and facilities. Funds will also be budgeted in the Public Works operating fund for next fiscal year (FY 26/27).

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

- A. PW Maintenance Agreement No. 2026-31 with Kelly's Cleaning & Supplies, Inc.

CITY OF OJAI
MAINTENANCE AGREEMENT

This contract (“**Contract**”) is effective as of July 1, 2026 (“**Effective Date**”), and is between the CITY OF OJAI, a California general law city and municipal corporation (City), and Kelly Cleaning & Supplies, a California Corporation (“**Contractor**”), collectively referred to as the “**Parties**.”

Section 1. Recitals. This Contract is entered into with respect to the following facts:

- 1.1 Contractor represents it is qualified to perform all of the Work (defined below) required under this Contract.
- 1.2 Contractor agrees to perform all such Work in the time and manner set forth in the Contract Documents (defined below).
- 1.3 The City have determined that the public interest, convenience and necessity require the execution of this Contract and its implementation.

Section 2. Contract Documents. This Contract consists of the following documents (“**Contract Documents**”), all of which are made a part of this Contract:

- 2.1 This Contract
- 2.2 Verification of California Contractor’s License
- 2.3 Certificate of DIR Registration
- 2.4 Contractor’s Certificate Regarding Workers’ Compensation
- 2.5 Certificate(s) of Insurance
- 2.6 Prevailing Wage Scales
- 2.7 Other documents (list here)
 - Exhibit A – Scope of Work
 - Exhibit B – Key Personnel & Compensation
 - Exhibit C – Insurance

Section 3. The Work.

- 3.1 The work (“**Work**”) to be performed by Contractor is described in the Contract Documents.
- 3.2 In completing the Work, Contractor must employ, at a minimum, the applicable generally accepted professional standards of its industry in existence at the time of performance as utilized by persons engaging in similar work.
- 3.3 Except as specifically provided in the Contract Documents, Contractor must furnish, at its sole expense, all of the labor, materials, tools, equipment, services and transportation necessary to perform all of the Work.
- 3.4 Contractor must perform all of the Work in strict accordance with the Contract Documents.

Section 5. Time to Perform the Work.

- 5.1 Time is of the essence with respect to Contractor's Work. Contractor agrees to diligently pursue performance of the Work within the time specified by the Contract Documents.
- 5.2 Contractor will be excused from any delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of terrorism, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather.
- 5.3 If Contractor is delayed by any cause beyond Contractor's control, City may, but is not required to, grant a time extension for the completion of the Work. If delay occurs, Contractor must notify City in writing within 48 hours of the cause and the extent of the delay and how such delay interferes with Contractor's performance of the Work.

Section 6. Compensation and Payment.

- 6.1 Subject to any limitations provided in the Contract Documents, City agrees to pay Contractor as full consideration for the faithful performance of all of the Work the compensation set forth in Exhibit B ("**Compensation**"), which is made a part of this Contract. If during the term of this contract the applicable prevailing wage rate increases, the Contractor may request a contract modification as outlined in Section 15.5 annually on the anniversary date of the contract.
- 6.2 Contractor must furnish City with an invoice for the Work performed in accordance with the Contract Documents. Contractor may not submit an invoice more often than once every 30 days.
- 6.3 City will review each invoice and determine whether the Work performed is in accordance with the Contract Documents. The Director of Public Works ("**Director**") may require Contractor to provide a release of all undisputed Contract amounts contained in the invoice.
- 6.4 If City disputes any item on an invoice, City will give Contractor notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- 6.5 Except as to any charges for the Work performed that City disputes, City will cause Contractor to be paid within 30 days of the date of the invoice or the date that Contractor furnishes City with a release of all undisputed Contract amounts, whichever occurs later.
- 6.6 In the event there is any claim specifically excluded by Contractor from the operation of any release, City may retain an amount not to exceed the amount of the excluded claim.

Section 7. Labor Code and Prevailing Wage Requirements.

- 7.1 Contractor agrees to comply with the requirements of California Labor Code sections 1810 through 1815. Eight hours of labor constitutes a legal day's work per Labor Code section 1810. Contractor will forfeit the statutory penalty to City

for each worker employed in the execution of this Contract by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code sections 1810 through 1815.

- 7.2 Copies of the determination of the Director of the Department of Industrial Relations of the prevailing rate of per diem wages for each craft, classification or type of worker needed to execute this Contract are available for download from the State website:
<http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>.
- 7.3 Contractor must post at the work site, or if there is no regular work site then at its principal office, for the duration of the Contract, a copy of the determination by the Director of the Department of Industrial Relations of the specified prevailing rate of per diem wages. (Labor Code § 1773.2.) When applicable, copies of the prevailing rate of per diem wages will be on file at City's Department of Public Works and available to Contractor and any other interested party upon request.
- 7.4 Contractor, and any subcontractor engaged by Contractor, may pay not less than the specified prevailing rate of per diem wages to all workers employed in the execution of the contract. (Labor Code § 1774.) Contractor is responsible for compliance with Labor Code section 1776 relative to the retention and inspection of payroll records.
- 7.5 Contractor must comply with all provisions of Labor Code section 1775. Under Section 1775, Contractor will forfeit the statutory penalty to City for each worker employed in the execution of the Contract by Contractor or any subcontractor for each calendar day, or portion thereof, in which the worker is paid less than the prevailing rates. Contractor may also be liable to pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate.
- 7.6 Nothing in this Contract prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Contract. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that contractors and subcontractors must submit contract award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under § 1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that contractors and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice contracts, may be employed on public works in apprenticeable occupations.
- 7.7 Contractor has reviewed and agrees to comply with any applicable provisions for any public work subject to Department of Industrial Relations (DIR)

Monitoring and Enforcement of prevailing wages, including the registration requirements of Labor Code Section 1771.1(a). City hereby notifies Contractor that Contractor is responsible for submitting certified payroll records directly to the State Compliance Monitoring Unit (CMU). For further information concerning compliance monitoring please visit the website location at:

<http://www.dir.ca.gov/dlse/cmu/cmu.html>.

- 7.8 Contractor must comply with Labor Code section 1771.1(a), which provides that Contractor may award any contracts and subcontracts for work that qualifies as a “public work” only to subcontractors which are at that time registered with the DIR and qualified to perform public work pursuant to Labor Code section 1725.5. Contractor must obtain proof of such registration from all such subcontractors.”
- 7.9 If federal funds are used to pay for the Work, Contractor and any subcontractor agree to comply, as applicable, with the labor and reporting requirements of the Davis-Bacon Act (40 USC § 276a-7), the Copeland Act (40 USC § 276c and 18 USC §874), and the Contract Work Hours and Safety Standards Act (40 USC § 327 and following).

Section 8. Non-Discrimination.

Contractor, its officers, agents, employees, and subcontractors may not discriminate in the employment of persons to perform the Work in violation of any federal or state law prohibiting discrimination in employment, including based on the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, of any person, except as provided under California Government Code section 12940. Contractor is responsible for compliance with this section.

Section 9. General Legal Compliance; Contractor Claims.

- 9.1 In performing the Work, Contractor must comply with all applicable statutes, laws and regulations, including, but not limited to, OSHA requirements and the Ojai Municipal Code.
- 9.2 Contractor must, at Contractor’s sole expense, obtain all necessary permits and licenses required for the Work, and give all necessary notices and pay all fees and taxes required by law, including, without limitation, any business license tax imposed by City.
- 9.3 Contractor must maintain a valid California Contractor’s License throughout the term of this Contract.
- 9.4 In the event Contractor has any claims (as such term is defined in Public Contracts Code section 9204) against City, the Parties will follow the applicable dispute resolution process set forth in Section 9204 which, among other things, establishes procedures for the submission of a claim to the City, including the submission of reasonable documentation to support the claim, time periods for the City to respond in writing to the claim, a meet and confer process, and a non-binding mediation process.

Section 10. Clayton and Cartwright Act Assignments.

In entering into this Contract or a contract with a subcontractor to supply goods, services, or materials pursuant to this Contract, Contractor and any subcontractor will be deemed to have offered and agreed to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700 of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials for the Work. This assignment will be deemed made and will become effective at the time City tenders final payment to Contractor, without further acknowledgement by the Parties.

Section 11. Independent Contractor.

Contractor is and will at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, or agents will have control over the conduct of Contractor or any of Contractor's officers, employees, agents or subcontractors, except as expressly set forth in the Contract Documents. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City.

Section 12. Indemnification.

- 12.1 Contractor agrees to the fullest extent permitted by law to (1) immediately defend and (2) indemnify City from and against, any and all claims and liabilities, regardless of the nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, or its officers, employees, agents, or subcontractors committed in performing any Work under this Contract or the failure to comply with any of the obligations of this Contract (collectively, "**Claims**"). The Claims subject to Contractor's duties to defend and indemnify include, without limitation, all claims, actions, causes of action, proceedings, suits, losses, damages, penalties, fines, judgments, liens, levies, and associated investigation and administrative expenses. Such Claims also include defense costs, including reasonable attorneys' fees and disbursements, expert fees, court costs, and costs of alternative dispute resolution.
- 12.2 Contractor's duty to defend is a separate and distinct obligation from Contractor's duty to indemnify. Contractor is obligated to defend City in all legal, equitable, administrative, or special proceedings, with counsel approved by City, immediately upon tender to Contractor of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the Claim does not relieve Contractor from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of any City indemnified party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of any City indemnified party, then Contractor may submit a claim to City for reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the City indemnified party.

- 12.3 Contractor agrees that its defense and indemnification obligation under this section, includes the reasonable costs of attorneys' fees incurred by the City Attorney's office to monitor and consult with Contractor regarding the defense of any Claims, including providing direction with regard to strategy, preparation of pleadings, settlement discussions, and attendance at court hearings, mediations, or other litigation related appearances. City will use its best efforts to avoid duplicative attorney work or appearances in order to keep defense costs to a reasonable minimum.
- 12.4 Contractor agrees that settlement of any Claim will require the consent of City. City agrees that its consent will not be unreasonably withheld provided that Contractor is financially able (based on demonstrated assets) to fulfill its obligation to indemnify City for the costs of any such settlement as required under this Contract.
- 12.5 Contractor's obligation to indemnify City applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party. If a Claim is finally adjudicated and a determination made that liability was caused by the sole active negligence or sole willful misconduct of a City indemnified party, then Contractor's indemnification obligation will be reduced in proportion to the established comparative liability.
- 12.6 For the purposes of this section, "City" includes City's officers, officials, employees and agents.
- 12.7 The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 13. Insurance.

Contractor agrees to have and maintain in full force and effect during the term of this Contract the insurance coverages listed in Exhibit C ("**Insurance**"), which is made a part of this Contract.

Section 14. Notice.

- 14.1 All written notices required or permitted to be given under this Contract will be deemed made when received by the other Party at its respective address as follows:

To City: City of Ojai
 401 S Ventura St
 Ojai, California 93023
 Attn: Lindy Palmer
 (Tel.): (805) 646-5581

To Contractor: Kelly Cleaning & Supplies
 1445 Donlon St, Suite 4
 Ventura, California 93003
 Attn: David H. Isaac
 (Tel.): (805) 644-5308

- 14.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile or email. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 14.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 15. Project Documents.

All data, drawings, maps, models, notes, photographs, reports, studies and other documents (collectively, "**Project Documents**") prepared, developed or discovered by Contractor in the course of performing any of the Work under this Contract will become the sole property of City. Upon the expiration or termination of this Contract, Contractor must turn over all original Project Documents to City in its possession, but may retain copies of any of the Project Documents it may desire.

Section 16. General Provisions.

- 16.1 Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations.
- 16.2 Assignment. Contractor may not assign this Contract without the prior written consent of City, which consent may be withheld in City's sole discretion since the experience and qualifications of Contractor were material considerations for this Contract.
- 16.3 Binding Effect. This Agreement is binding upon the heirs, executors, administrators, successors and permitted assigns of the Parties.
- 16.4 Integrated Contract. This Contract, including the Contract Documents, is the entire, complete, final and exclusive expression of the Parties with respect to the Work to be performed under this Contract and supersedes all other agreements or understandings, whether oral or written, between Contractor and City prior to the execution of this Contract.
- 16.5 Modification of Contract. No amendment to or modification of this Contract will be valid unless made in writing and approved by Contractor and by the City Council or City Manager, as applicable. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 16.6 Electronic Signatures; Counterparts. This Agreement and any amendment will be considered executed when the signature page of a party is delivered by electronic transmission. Such electronic signatures will have the same effect as an original signature. This Agreement may be executed in multiple counterparts.
- 16.7 Waiver. Waiver by any Party of any term, condition, or covenant of this Contract will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Contract will not constitute a

waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Contract. Acceptance by City of any Work performed by Contractor will not constitute a waiver of any of the provisions of this Contract.

- 16.8 Interpretation. This Contract will be interpreted, construed and governed according to the laws of the State of California. Each party has had the opportunity to review this Contract with legal counsel. The Contract will be construed simply, as a whole, and in accordance with its fair meaning. It will not be interpreted strictly for or against either party.
- 16.9 Severability. If any term, condition or covenant of this Contract is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Contract will not be affected and the Contract will be read and construed without the invalid, void or unenforceable provision.
- 16.10 Venue. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura. In the event of litigation in a U.S. City Court, venue will be in the Central City of California, in Los Angeles.

The Parties have caused this Contract to be executed by their undersigned authorized agents as follows:

CITY OF OJAI

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

KELLY CLEANING & SUPPLIES, a California Corporation

David H. Isaac, VP-Operations

Paola Espinoza, Operations Manager

Ojai Business Tax Certificate Number: 06901138

Expiration Date: 12/31/2026

EXHIBIT A

SCOPE OF WORK

SCOPE OF WORK AND SPECIFICATIONS

The City is requesting proposals to provide janitorial services at the following locations:

City Facilities Include:

Building	Address
City Hall	401 S Ventura St.
Oak Tree House (Finance Department)	111 W Santa Ana St.
Kent Hall	111 W Santa Ana St.
Public Works Administrative Building	408 S Signal St.
Public Works Crew Building	408 S Signal St.
Public Works Plan Room	408 S Signal St.
Parks and Recreation (Boyd Center)	510 Park Rd.
Parks and Recreation (Martin Gym)	510 Park Rd.

Park Restrooms Include:

Building	Address
Libbey Park (Upper and Lower Restrooms)	210 S Signal St.
Sarzotti Park (Upper and Lower Restrooms)	210 S Signal St.
Ojai Skate Park	450 E Ojai Ave.
Arcade Plaza	212 E Matilija St.

Specifications for City Facilities

- A. City facilities shall be serviced weekly (once per week) on Friday after business hours.

Once per week custodial services shall include:

- a. vacuuming/mopping of all floor areas in each building,
 - b. dusting, spider web cleaning of offices, foyers, hallways, and conference rooms,
 - c. cleaning and sanitizing kitchen areas/breakrooms and kitchen appliances,
 - d. cleaning and sanitizing restrooms, replenishing paper towels, toilet paper, seat covers and soap when necessary
 - e. and disposing all trash and recyclables.
 - f. **Exception:** The Recreation Department, the Boyd Center and Martin's Gymnasium, will be serviced twice a week. Once a week service will also be requested for reference during slower months.
- B. City facilities Biannual Deep Cleaning (Carpet and Flooring Waxing) (twice per year).
- Biannual service shall include:
- a. Carpet cleaning
 - b. Hard surfaced floors refinished/waxed
- C. Annual window cleaning (interior and exterior) shall be serviced annually (once per year).

- D. Once per month cleaning of Public Works Plan Room shall include:
 - a. Dusting
 - b. Vacuuming
 - c. Emptying of trash bins
 - d. Sanitization of table and chairs

- E. Quarterly cleaning of fridge interior in Finance Building and Public Works Crew Building

Specifications for Park Restrooms

- A. All Park and Arcade Plaza restrooms shall be opened/unlocked and serviced by 7 AM, 7 days a week, 365 days a year, including Holidays. Opening priority: (1) Skate Park, (2) Libbey Park (Upper and Lower), (3) Arcade Plaza, and (4) Sarzotti Park (Upper and Lower).

Weekly (7 days a week) custodial services shall include:

- a. Clean toilets, sinks, dispensers, mirrors, and spider webs
- b. Sanitize doors and doorknobs
- c. Sweep/Mop: Deep scrub/clean around urinals and toilets, mop floors. Thorough monthly scrubbing using bleach and rinsing off. City may coordinate this before special events.
- d. Empty Trash into designated City dumpster(s) at each site
- e. Wipe down stall doors and walls
- f. Dust as necessary
- g. Replenish toilet paper, seat covers, paper towels, and soap (materials provided by the City)
- h. Waterless Urinals: change cartridge as needed (materials provided by the City)
- i. Unplug toilets as necessary- remove clog and plunge to free drainage/flushing
- j. Skate Park only: hose down 10' x 10' entry area
- k. Remove graffiti as necessary
 - i. Areas with graffiti in excess of 3'x 5' will be removed by City but contractor must notify City immediately to assure prompt removal.
- l. Dust Intake/Exhaust Vents
- m. Add water to floor drains

Additional Cleaning: Contractor shall provide hourly custodial services as requested by City for miscellaneous cleaning, including but not limited to vandalism of park restrooms between regular cleanings. Contractor shall also provide a quote for emergency hazardous waste services. For bidding purposes, the bid form assumes 40 hours. City will provide a minimum 72-hour notice for miscellaneous cleaning.

EXHIBIT B

KEY PERSONNEL & COMPENSATION

1. Contractor's designated representative who is authorized to act on its behalf and to make all decisions in connection with the performance of the Work under this Contract is David H. Isaac.
2. Total compensation under this Contract shall not exceed \$115,263.96, per year, subject to the adjustment contemplated in Section 4.1 of the Agreement.

Kellys Cleaning Supplies		
Schedule A	Price Per Month	Annual Cost
City Hall	\$ 560.00	\$ 6,720.00
Oak Tree House (Finance Building)	\$ 240.00	\$ 2,880.00
Kent Hall	\$ 430.00	\$ 5,160.00
Public Works Admin Building	\$ 220.00	\$ 2,640.00
Public Works Crew Building	\$ 260.00	\$ 3,120.00
Libbey Bowl	\$ 240.00	\$ 2,880.00
Parks and Recreation (Boyd Center)	\$ 1,324.33	\$ 15,891.96
Parks and Recreation (Martin Gym)		Included with Boyd Center
	\$ 3,274.33	\$ 39,291.96
Schedule B	Price Per Month	Annual Cost
Libbey Park (Upper and Lower Restrooms)	\$ 1,825.00	\$ 21,900.00
Sarzotti Park (Upper and Lower Restrooms)	\$ 1,825.00	\$ 21,900.00
Ojai Skate Park	\$ 456.25	\$ 5,475.00
Arcade Plaza	\$ 912.50	\$ 10,950.00
	\$ 5,018.75	\$ 60,225.00
Schedule C	Price Per Service	Annual Cost
City Hall	\$ 1,500.00	\$ 3,000.00
Oak Tree House (Finance Building)	\$ 750.00	\$ 1,500.00
Kent Hall	\$ 1,490.00	\$ 2,980.00
Public Works Admin Building	\$ 290.00	\$ 580.00
Public Works Crew Building	\$ 600.00	\$ 1,200.00
Public Works Plan Room (Lower Yard)	\$ 250.00	\$ 500.00
Parks and Recreation (Boyd Center)*	\$ 1,264.00	\$ 2,528.00
Parks and Recreation (Martin Gym)		Included with Boyd Center
	\$ 6,144.00	\$ 12,288.00
Schedule D	Price Per Service	Annual Cost
City Hall	\$ 1,024.00	\$ 1,024.00
Oak Tree House (Finance Building)	\$ 160.00	\$ 160.00
Kent Hall	\$ 350.00	\$ 350.00
Public Works Admin Building	\$ 90.00	\$ 90.00
Public Works Crew Building	\$ 100.00	\$ 100.00
Public Works Plan Room (Lower Yard)	\$ 75.00	\$ 75.00
Parks and Recreation (Boyd Center)	\$ 280.00	\$ 280.00
Parks and Recreation (Martin Gym)		Included with Boyd Center
	\$ 2,079.00	\$ 2,079.00
Schedule E	Price Per Service	Annual Cost
Public Works Crew Building	\$ 45.00	\$ 180.00

Oak Tree House (Finance Building)	\$ 45.00	\$ 180.00
	\$ 90.00	\$ 360.00
Schedule F	Price Per Service	Annual Cost
Public Works Plan Room (Lower Yard)	\$ 85.00	\$ 1,020.00
	\$ 85.00	\$ 1,020.00
Schedule Totals Annual Cost		
Schedule A Total	\$	39,291.96
Schedule B Total	\$	60,225.00
Schedule C Total	\$	12,288.00
Schedule D Total	\$	2,079.00
Schedule E Total	\$	360.00
Schedule F Total	\$	1,020.00
Grand Total	\$	115,263.96

EXHIBIT C
INSURANCE

1. **General Requirements.** Contractor must procure and maintain in full force and effect during the term of this Contract the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of Insurance Services Office (ISO) CGL Form No. CG 00 01. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another.

Liability policies must be endorsed to name **City of Ojai its officials, employees and agents** as "**additional insureds**" under the insurance coverage.

The policy must state that such insurance will be deemed "primary" such that any other insurance that may be carried by City will be deemed "excess" to that of Contractor. This endorsement must be reflected on ISO Form No. CG 20 01 or equivalent form as determined by City.

Coverage must be applicable to City for injury to employees of Contractor, subcontractors, agents or others performing any part of the Work required under this Contract. Each policy must be endorsed to provide a separate limit applicable to this Project.

The Commercial General Liability policy must not contain any endorsements limiting coverage beyond the basic policy coverage for any of the following:

1. Explosion, collapse or underground hazard (XCU);
2. Products and completed operation;
3. Pollution liability; or
4. Contractual liability.

3. **Business Auto Coverage.** This policy must be on ISO Business Auto Coverage Form CA 00 01 including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms approved in writing by City. If Contractor neither leases nor owns vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this Project, Contractor must provide evidence of personal auto liability coverage for each such person.

4. **Workers Compensation.** Contractor must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits or Contractor must provide evidence of an approved self-insurance program.

5. **Other Insurance; Revisions to Insurance.** Contractor may be required to obtain such other insurance coverage as may be required by applicable law or by City. City reserves the right at any time during the term of the Contract to change the amounts and types of insurance required by giving Contractor 60 days advance written notice of such change. If such change results in substantial additional cost to Contractor, City and Contractor may renegotiate Contractor's compensation.
6. **Acceptable Insurers.** All required insurance policies must be issued by an insurance company currently authorized by the California Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
7. **Excess or Umbrella Liability Insurance (Over Primary).** If an excess or umbrella liability policy is used to meet limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an excess or umbrella liability policy must include a "drop-down provision" providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage must be provided on a "pay-on-behalf" basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage must be applicable to City for injury to employees of Contractor, its subcontractors or others performing work to satisfy Contractor's obligations under this Contract. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.
8. **Certificates of Insurance and Endorsements.** Prior to commencing any Work under this Contract, Contractor must file with the City Certificates of Insurance and Endorsements evidencing the existence of all insurance required by this Contract, along with such other evidence of insurance or copies of policies as may reasonably be required by City. Such Certificates of Insurance and Endorsements must be in a form approved by City's Attorney. Contractor must maintain current certificates and endorsements on file with City during the term of this Contract reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to City.
9. **Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Contract all of the required insurance coverage, City may, in addition to any other available remedies, (a) obtain such coverage at Contractor's expense and deduct the cost from the sums due Contractor, (b) make a claim against the Contractor's surety, or (c) terminate the Contract.
10. **Effect of Coverage.** The existence of the required insurance coverage under this Contract will not be deemed to satisfy or limit Contractor's indemnity obligations under this Contract.
11. **Higher Limits of Insurance.** If Contractor maintains higher limits of insurance than the required amounts shown in Section 1 above, then such amounts will be the minimum required under this Agreement.

**VERIFICATION OF CALIFORNIA
CONTRACTOR'S LICENSE**

I certify, under penalty of perjury, that I have a valid California Contractor's license issued pursuant to Business and Professions Code section 7000 and following, and was so licensed at the time that the bid was awarded:

California Contractor's License:

License Number	Class	Expiration Date
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CONTRACTOR (PRINT OR TYPE)

Date

Signature

(Public Contract Code § 6100)

**CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name (print or type)

Date

Signature

**CERTIFICATE REGARDING DEPARTMENT OF INDUSTRIAL RELATIONS CONTRACTOR
REGISTRATION**

I certify, under penalty of perjury, that Contractor is registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

Contractor's Department of Industrial Relations registration number is _____.

Name & Title (print or type)

Date

Signature

(Labor Code section 1725.5)



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney

MEETING DATE: May 12, 2026

SUBJECT: Consider Approval of Resolution No. 2026-16 Supporting Assembly Bill No. 2529 (Johnson) Relating to Declarations in Civil Claims Filed Against Public Entities (*City Attorney Request*)

RECOMMENDATION

1. Approve Resolution No. 2026-16, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, SUPPORTING ASSEMBLY BILL NO. 2529 (JOHNSON) RELATING TO DECLARATIONS IN CIVIL CLAIMS FILED AGAINST PUBLIC ENTITIES." (Attachment A).
2. Direct staff to transmit a copy of the executed resolution to the author of AB 2529, Assembly member Johnson, and to other members of the State Legislature as directed by the City Attorney's Office.

DISCUSSION

On February 20, 2026, California Assembly Member Natasha Johnson introduced AB 2529, an important piece of legislation that promotes accountability, deters knowingly false factual allegations, and protects limited public resources while preserving access to the courts for legitimate claims. AB 2529 (Attachment B) would amend the Government Claims Act to require that claimants submitting a claim to a public entity attest to the truth of the facts supporting the claim. We seek Council adoption of Resolution No. 2026-16 to demonstrate the City Council's support of this proposed legislation.

In addition, the City Council is asked to designate one councilmember to testify before the State Legislature in support of Assembly Bill (AB) 2529 (Johnson), if requested by the Assembly Member or other proponents of the legislation.

Under existing law, a person who wants to bring a civil action for damages against a public entity must first present a written claim to the entity that describes the nature of the loss and the damages sought. The purpose of the "claim presentation requirement" is to give the entity an opportunity to respond and, if appropriate, remedy the injury and avoid costly litigation. Existing law also requires the public entity to develop a form for the purpose of submitting a claim, and it appears to require the claimant to use that form. However, both the courts and the California Law Revision Commission interpret the statute to allow a claimant to submit a written claim without using the form, so long as it includes all statutorily

required elements.

Presumably local entities provide forms that require the claimant to sign under penalty of perjury or with a declaration that the information included in the claim is true and correct, but according to the author and sponsors of this legislation, this language on the form does not matter if a claimant opts not to use the agency form. The courts have held that the written claim only needs to include the required elements and be “signed by the claimant or by some person on [the claimant’s] behalf.” The statute does not require signing under penalty of perjury or with any other declaration as to the truthfulness of the information contained in the claim.

This bill would amend the Government Claims Act to specify that a claim submitted under the Act must be signed by the claimant with a declaration that the contents of the claim are true and correct to the best of the claimant’s knowledge whether the claimant uses an agency form or drafts their own claim.

This bill would strengthen existing law under the False Claims Act. The False Claims Act prohibits knowingly submitting false claims for payment to the government, acting as the primary tool to combat fraud against the government. Under current law, the Government Claims Act merely requires a signature but does not require that the claimant attest to the truth of the facts contained in the claim. By adding a declaration of the truth of the facts in the claim, false statements made under the Government Claims Act would be a violation of the False Claims Act, a civil violation that can be pursued by the Attorney General.

CITY COUNCIL GOALS ALIGNMENT

N/A (See Explanation Below)

Though this item is not related to a specific City Council goal, if the legislation is adopted it may support the City’s goal of financial stability by reducing the cost to the City of responding to and potentially defending against frivolous claims. It may also reduce the cost of insurance or self-insurance to the City in that a reduction in the number of or cost of defending claims may reduce the City’s cost of insurance.

OPTIONS

1. Do not approve Resolution No. 2026-16.
2. Provide alternate direction to staff.

FISCAL IMPACT

The fiscal impact of adopting this Resolution is limited to the staff time associated with submitting the approved Resolution to the appropriate legislative offices.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)

- A. Resolution No. 2026-16
- B. Assembly Bill 2529 (as amended)

CITY OF OJAI

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, SUPPORTING ASSEMBLY BILL NO. 2529 (JOHNSON) RELATING TO DECLARATIONS IN CIVIL CLAIMS FILED AGAINST PUBLIC ENTITIES

WHEREAS, California cities, counties, special districts, and other public agencies spend millions of dollars annually responding to employment-related disputes and claims—costs often paid through public funds and insurance pools that are ultimately funded by taxpayers; and

WHEREAS, agencies face intense pressure to settle early due to litigation expense, reputational impacts, and operational disruption, even when claims lack merit; and

WHEREAS, public entities report a growing pattern of disingenuous claims being used as leverage—filed with the expectation that the public agency (or its insurer) will pay to avoid costs, publicity, and disruption rather than litigate the merits, especially in smaller jurisdictions, where a public claim can quickly become politicized and where defense costs can represent a major portion of annual budgets; and

WHEREAS, the False Claims Act prohibits knowingly submitting false claims for payment to the government, acting as the primary tool to combat fraud against the government; and

WHEREAS, a declaration requirement would not create a substantial barrier to access to courts for public employees presenting valid claims that deserve full and fair adjudication and a declaration would create a commonsense accountability measure to safeguard public funds from unwarranted litigation expenses;

WHEREAS, Assembly Bill 2529 would strengthen the integrity of government claims brought against California public entities by requiring early attestation of the factual basis at the government claim stage.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Ojai, California, supports Assembly Bill 2529 and requests that all members of the State Legislature approve and pass the same as soon as possible to promote accountability, deter knowingly false factual allegations, and protect limited public resources while preserving access to the courts for legitimate claims.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2026.

CITY OF OJAI, CALIFORNIA

Attachment A
Resolution No. 2026-___
Page 1 of 2

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, certify that Resolution No. 2026-___ was adopted at a regular meeting held _____, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Weston Montgomery, Chief Deputy City Clerk

AMENDED IN ASSEMBLY APRIL 9, 2026

CALIFORNIA LEGISLATURE—2025–26 REGULAR SESSION

ASSEMBLY BILL

No. 2529

Introduced by Assembly Member Johnson

February 20, 2026

An act to ~~add Section 448 to the Code of Civil Procedure, and to add Section 945.7 to amend Section 910.2 of the Government Code, relating to civil procedure.~~

LEGISLATIVE COUNSEL'S DIGEST

AB 2529, as amended, Johnson. Civil claims: public *entities and employees*: ~~perjury~~; *declaration*.

Existing law, the Government Claims Act, governs the tort liability and immunity of, and claims and actions against, public entities, officers, and employees.

~~Existing law defines the pleadings in a civil action as the formal allegations by the parties of their respective claims and defenses for the judgment of the court. Existing law requires the verification of certain civil claims and requires the verification of answers to certain verified complaints. Existing law provides that a person verifying a pleading need not swear to the truth or their belief in the truth of the matters stated therein but may, instead, assert the truth or their belief in the truth of those matters under penalty of perjury.~~

~~This bill would require a civil complaint or cross-complaint filed by an employee or former employee of a public agency seeking monetary damages against the public agency for acts or omissions arising out of or relating to the employment relationship to be verified under penalty of perjury. The bill would require a court to grant a motion to strike the~~

complaint or cross-complaint if the complaint or cross-complaint is not verified by the plaintiff or cross-complainant, as provided:

~~This bill would require a claim presented in accordance with the Government Claims Act by an employee or former employee of a public entity seeking monetary damages against the public entity for acts or omissions arising out of or relating to the employment relationship to include a declaration signed by the claimant under penalty of perjury verifying the core factual allegations supporting the claim. The bill would also require public agency to make a report to the appropriate district attorney if the public agency concludes that there is substantial evidence the person who made the claim committed perjury in signing the claim, and would authorize the district attorney to investigate and take action, as appropriate.~~

~~By expanding the crime of perjury, the bill would impose a state-mandated local program.~~

~~The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.~~

~~This bill would provide that no reimbursement is required by this act for a specified reason:~~

Existing law requires that a claim against a public entity or public employee be signed by the claimant or by some person on the claimant's behalf.

This bill would require a claim against a public entity or public employee to include a declaration that, upon information and belief, the contents of the claim are true and correct.

By expanding the definition of a crime, this bill would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: yes.

The people of the State of California do enact as follows:

1 SECTION 1. Section 910.2 of the Government Code is amended
2 to read:

3 910.2. The claim shall be signed by the claimant or by some
4 person on ~~his behalf~~. *the claimant's behalf* declaring that, upon
5 information and belief, the contents of the claim are true and
6 correct Claims against local public entities for supplies, materials,
7 equipment or services need not be signed by the claimant or on
8 ~~his the claimant's~~ behalf if presented on a billhead or invoice
9 regularly used in the conduct of the business of the claimant.

10 ~~SECTION 1. Section 448 is added to the Code of Civil~~
11 ~~Procedure, immediately following Section 446, to read:~~

12 ~~448. (a) Notwithstanding Section 446, a civil complaint or~~
13 ~~cross-complaint filed by an employee or former employee of a~~
14 ~~public agency seeking monetary damages against the public agency~~
15 ~~for acts or omissions arising out of or relating to the employment~~
16 ~~relationship shall be verified under penalty of perjury.~~

17 ~~(b) If the public agency files a motion to strike the complaint~~
18 ~~or cross-complaint pursuant to Chapter 4 (commencing with~~
19 ~~Section 435) on the grounds the complaint or cross-complaint is~~
20 ~~not verified by the plaintiff or cross-complainant, the court shall~~
21 ~~grant the motion if the court concludes the complaint or~~
22 ~~cross-complaint was not verified as required by this section.~~
23 ~~Notwithstanding Section 436, granting of a motion to strike on the~~
24 ~~grounds the complaint or cross-complaint is not verified by the~~
25 ~~plaintiff or cross-complainant is mandatory and is not subject to~~
26 ~~the court's discretion.~~

27 ~~SEC. 2. Section 945.7 is added to the Government Code, to~~
28 ~~read:~~

29 ~~945.7. (a) A claim presented in accordance with Chapter 1~~
30 ~~(commencing with Section 900) and Chapter 2 (commencing with~~
31 ~~Section 910) of Part 3 by an employee or former employee of a~~
32 ~~public entity seeking monetary damages against the public entity~~
33 ~~for acts or omissions arising out of or relating to the employment~~
34 ~~relationship shall include a declaration signed by the claimant~~
35 ~~under penalty of perjury verifying the core factual allegations~~
36 ~~supporting the claim.~~

37 ~~(b) If the public agency concludes, after investigation of the~~
38 ~~claim, that there is substantial evidence the person who made the~~

1 claim committed perjury in signing the claim, the public agency
 2 shall make a report presenting that evidence to the appropriate
 3 district attorney, and the district attorney may, in their discretion,
 4 investigate and take action with respect to the person who filed
 5 the claim as it concludes is appropriate.

6 ~~SEC. 3. No reimbursement is required by this act pursuant to~~
 7 ~~Section 6 of Article XIII B of the California Constitution because~~
 8 ~~the only costs that may be incurred by a local agency or school~~
 9 ~~district will be incurred because this act creates a new crime or~~
 10 ~~infraction, eliminates a crime or infraction, or changes the penalty~~
 11 ~~for a crime or infraction, within the meaning of Section 17556 of~~
 12 ~~the Government Code, or changes the definition of a crime within~~
 13 ~~the meaning of Section 6 of Article XIII B of the California~~
 14 ~~Constitution.~~

15 *SEC. 2. No reimbursement is required by this act pursuant to*
 16 *Section 6 of Article XIII B of the California Constitution because*
 17 *the only costs that may be incurred by a local agency or school*
 18 *district will be incurred because this act creates a new crime or*
 19 *infraction, eliminates a crime or infraction, or changes the penalty*
 20 *for a crime or infraction, within the meaning of Section 17556 of*
 21 *the Government Code, or changes the definition of a crime within*
 22 *the meaning of Section 6 of Article XIII B of the California*
 23 *Constitution.*

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Date of Hearing: April 7, 2026

ASSEMBLY COMMITTEE ON JUDICIARY
Ash Kalra, Chair
AB 2529 (Johnson) – As Introduced February 20, 2026

As Proposed to be Amended

SUBJECT: CIVIL CLAIMS: DECLARATION

KEY ISSUE: SHOULD THE INITIAL CLAIM PRESENTED UNDER THE GOVERNMENT CLAIMS ACT BE SIGNED BY THE CLAIMANT, OR SOMEONE ON THE CLAIMANT'S BEHALF, DECLARING THAT UPON INFORMATION AND BELIEF, THE CONTENTS OF THE CLAIM ARE TRUE AND CORRECT?

SYNOPSIS

Under existing law, a person who wants to bring a civil action for damages against a public entity must first present a written claim to the entity that describes the nature of the loss and the damages sought. The purpose of the "claim presentation requirement" is to give the entity an opportunity to respond and, if appropriate, remedy the injury and avoid costly litigation. Existing law also requires the public entity to develop a form for the purpose of submitting a claim, and it appears to require the claimant to use that form. However, both the courts and the California Law Revision Commission interpret the statute to allow a claimant to submit a written claim without using the form, so long as it includes all statutorily required elements.

The standard state form created by the Department of General Services requires the claimant to sign the form "under penalty of perjury." Individual state agencies have developed forms that similarly require some type of declaration that the contents of the claim are true to the best of the claimant's understanding. Presumably local entities provide forms that require the claimant to sign under penalty of perjury or with a declaration, but according to the author and sponsors this does not matter if the claimant opts not to use the agency form. The courts have held that the written claim only needs to include the required elements and be "signed by the claimant or by some person on [the claimant's] behalf." The statute does not require signing under penalty of perjury or with any other declaration, though apparently this has been the practice, at least for those who use the agency form.

This bill would amend the Government Claims Act to specify that the claim – whether the person uses an agency form or drafts a claim – must be signed by the claimant with a declaration that the contents of the claim are true and correct to the best of the claimant's knowledge. As proposed to amended, the bill does not require the claimant to sign under penalty of perjury.

This bill is supported by several individual cities who contend that requiring a declaration will discourage false claims in the initial presentation. The bill is opposed by several labor organizations; however, their letters address the bill in print and not the bill as proposed to be amended in Committee. The bill as amended addresses many of their concerns, though it is not clear if the amendments remove the opposition.

SUMMARY: Requires that a claim presentation submitted under the Government Claims Act be signed by the claimant or by some person on the claimant's behalf declaring that upon information and belief, the contents of the claim are true and correct.

EXISTING LAW:

- 1) Provides, as a general rule, that a public entity is not liable for any injury, whether such injury arises out of an act or omission of the public entity or public employee or any other person, except as liability is otherwise provided by statute. (Government Code Section 815 *et seq.*)
- 2) Establishes a standardized procedure by which claims for money damages against a public entity shall be presented and requires the public entity to grant or deny the claim within 45 days of presentation, unless the period is extended by mutual agreement. Provides, subject to certain exceptions, that no suit for money or damages may be brought against a public entity if the person bringing the suit did not first meet the claim presentation requirement. (Government Code Sections 810 *et seq.*, 910 *et. seq.*, and 945.4.)
- 3) Requires a claim presented under the Government Claims Act by a claimant or by a person acting on the claimant's behalf to show all of the following:
 - a) The name and post office address of the claimant.
 - b) The post office address to which the person presenting the claims desires notices to be sent.
 - c) The date, place, and other circumstances of the occurrence or transaction that gave rise to the claim asserted.
 - d) A general description of the indebtedness, obligation, injury, damage, or loss incurred so far as they may be known at the time of the presentation of the claim.
 - e) The name or names of the public employee or employees causing the injury, damage, or loss, if known.
 - f) The amount claimed if it totals less than \$10,000, as specified. If the amount claimed exceeds \$10,000 no dollar amount shall be included; however, it shall indicate whether the claim would be a limited civil case. (Government Code Section 910.)
- 4) Requires the claim, as described above, to be signed by the claimant or by some person on his behalf. Specifies that claims against local public entities for supplies, materials, equipment, or services need not be signed by the claimant or on his behalf if present on a billhead or invoice regularly used in the conduct of the business of the claimant. (Government Code Section 910.2.)
- 5) Requires the public agency board, as defined, to provide forms specifying the information to be contained in claims against the state or a judicial branch entity. Requires the person presenting a claim to use the form in order that his or her claim is deemed in conformity with 3) and 4) above. (Government Code Section 910.4.)

- 6) Requires every pleading, petition, written notice of motion, or similar paper to be signed by at least one attorney of record or by the party if not represented. Specifies that by presenting writings to the court the attorney or unrepresented party is certifying that to the best of the person's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that all of the following conditions are met:
 - a) It is not presented primarily for an improper purpose, such as to harass or to cause unnecessary delay or needlessly increase litigation costs.
 - b) The claims, defenses, and other legal contentions therein are warranted by existing law or by a nonfrivolous argument for the extension, modification, or reversal of existing law or the establishment of new law.
 - c) The allegations and other factual contentions have evidentiary support, as specified.
 - d) The denials of factual contentions are warranted on the evidence, as specified. (Code of Civil Procedure Section 128.7.)

FISCAL EFFECT: As currently in print this bill is keyed fiscal.

COMMENTS: According to the author and supporters, California cities are spending millions of taxpayers' and insurance pool dollars to litigate and settle employee-related claims, especially those alleging discrimination, harassment, retaliation, and wrongful termination. While the author and supporters concede that many such claims are valid and deserve a full and fair adjudication, others are filed to "generate settlement leverage, reputational pressure, or political attention before the facts are meaningfully tested. Because defending these claims is costly, agencies often settle early regardless of merit. The result is a growing financial burden that diverts limited public resources away from essential services." The author and supporters believe that AB 2529 offers a "narrow, commonsense reform" that would require any person seeking monetary damages from public entities to attest to the truth of their claims.

This bill originally attempted to address the problem of allegedly false and frivolous claims by requiring a public employee seeking monetary damages from a public entity to sign the initial claim presentation form, as well as any subsequent civil pleadings, under penalty of perjury. It also would have required the agency to report any suspected perjury in the claim presentation to the District Attorney. For reasons discussed below, the author will amend the bill in this Committee to strike the content of the bill in print and instead merely require the claim to be signed with a declaration that the contents of the claim are true and correct based on the claimant's information and belief at the time.

The Government Claims Act. Rooted in the ancient (and possibly anachronistic) doctrine of sovereign immunity, our existing law generally declares that a public entity is not liable for injuries arising out of any act or omission of a public entity, unless liability is otherwise imposed by statute. Thus, California's Government Claims Act is at once an assertion of immunity with a list of statutory exceptions imposing liability. The list of statutory exceptions may reflect our discomfort with the concept of sovereign immunity. As Erwin Chemerinsky, Dean of the U.C. Berkely Law School has argued, the doctrine of sovereign immunity might have made sense in a monarchy where "the King can do no wrong," but it makes less sense in a democracy committed to the idea that no one is above the law, and everyone is entitled to due process of law. [See Erwin Chemerinsky, "Against Sovereign Immunity," 53 *Stanford Law Review* 1201 (2001.)]

Yet, our discomfort with sovereign immunity only goes so far, for our law still makes it more difficult to sue a public entity for damages than it does to sue a private entity. Today these additional barriers do not reflect a belief in the infallibility of Kings so much as the reality that when a public entity pays out damages it comes out of the public fisc and means less money for essential government services.

The “claim presentation requirement” (Government Code Section 945.4.) is one way that the Government Claims Act attempts to balance the need to hold public entities accountable against the equally important need of protecting public funds. Subject to certain exceptions, a person cannot bring a civil lawsuit for damages against a public entity unless the person has first attempted to seek redress by presenting a claim to the public entity that allegedly caused the harm. The claim presentation is intended to offer a simple description of the incident that gave rise to the injury, the losses suffered, and the damages sought. Once the claim has been presented, the public entity has 45 days to either grant or deny the person’s claim, unless the claimant and the public entity mutually agree to an extended period. Only after this period has passed and the public entity has denied the claim is the person injured permitted to file a lawsuit in court seeking damages. Failure to meet the claim presentation requirement, barring exceptional circumstances, results in dismissal of the lawsuit. In short, the claim presentation is not a legal action per se; rather, it gives the public entity notice and an opportunity to cure before a lawsuit is filed.

Signing the claim form and attesting to the truth of its contents. At issue with this bill, as proposed to be amended, is how the initial claim presentation should be signed. Government Code Section 910 sets forth a list of elements that must be in the claim, including basic contact information, a description of the incident that caused the harm, the extent of the harm, and the damages sought (though it does not require a specific dollar amount at the claim presentation stage, unless the amount is for less than \$10,000). Section 910.2 requires that the claim “be signed” by the claimant or by some other person on the claimant’s behalf. Section 910.4 requires a public agency to provide a “form” specifying the information that must be included in the claim, and it requires the claimant to use the form provided “in order that his or her claim is deemed in conformity with Sections 910 and 910.2.”

Pursuant to Section 910.4, agencies have created forms for persons to use when presenting a claim. For example, the Department of General Services has created a standard “Government Claim” form for the State of California (DGS ORIM 006, revised 9/2025). This form requires the claimant to sign “under penalty of perjury,” and other agencies, including California State University and the Public Employment Retirement System, provide forms that require signing under penalty of perjury or simply require a declaration attesting to the truth of the contents of the claim. It is unclear how many local public agencies provide claim forms for purposes of the claim presentation, but there is nothing that would stop them from developing forms that, like the state forms, have a signature box that includes a statement that the claimant is signing under penalty of perjury or otherwise declaring the contents are true to the best of their understanding.

However, according to the author and supporters of this bill, the problem is that even though the statute says that the claimant “shall” use the form, the courts have held that a claimant is not required to use the form. A claimant could simply write out the claim without using the form, so long as the written claim includes the required elements in Section 910 and 910.2. The California Law Revision Commission, which helped draft the present statutory scheme in 1963, has long interpreted this provision in a similar way. [See 4 Cal. L. Rev. Comm. 1001 (1963) noting that “a

claimant is not required to use the form provided by the public entity; he may submit his claim in compliance with new Sections 910 and 910.2.”] Therefore, a person who does not use a form only needs to conform to the requirements in Sections 910 and 910.2, and under existing law that means they only need to sign the claim; they do not need to sign it under penalty of perjury or make any declaration as to the truth of what is asserted in the claim.

This bill would address this issue by amending Section 910.2 to require not only that the claim be signed, but that it be “signed by the claimant or by some person on the claimant’s behalf declaring that upon information and belief, the contents of the claim are true and correct.” In short, while a person would still not be required to use the form provided by the agency, they would be required to sign their alternate written claim with the required declaration.

The bill in print and the author’s proposed amendment. The bill in print would require a public employee who brings an action against a public entity to sign, *under penalty of perjury*, the initial claim presentation, as well as any pleadings submitted in a subsequent civil action. The bill in print also requires the public entity to make a report to the District Attorney if the public agency concludes that there is substantial evidence that the person who made the claim committed perjury in signing the claim. The amendments will eliminate each of these provisions for the reasons discussed below.

First, there is no need to modify well developed pleading practice. Existing law and practice already require all parties to certify the truth of all pleadings. In particular, Section 128.7 of the Code of Civil Procedures already provides that in submitting any pleadings or documents to the court, the attorney – or the party, if unrepresented – is by virtue of submitting the documents certifying that the contents are true and correct, based on sound theories of law, and not submitted for any improper purpose, such as to needlessly delay litigation and increase costs. Therefore, as proposed to be amended, the author will delete the section relating to civil pleadings.

Second, the bill in print adds a new section to the Government Code that requires a public employee presenting a claim to sign under penalty of perjury if they are seeking monetary damages against a public entity for acts or omissions arising out of the employment relationship. As noted by the opponents of the bill, this unfairly singles out public employees among all possible claimants, suggesting that they are uniquely more likely to lie when presenting a claim. When coupled with the provision requiring the agency to report suspected perjury to the District Attorney, presumably for criminal prosecution, the bill in print would have a chilling effect on employee’s willingness to report even meritorious claims. For example, would an employee – especially an unrepresented employee – assume that they could face criminal prosecutions if their allegations are not believed or proven, even if true? To be sure, one cannot be convicted of perjury simply because the things asserted turn out not to be true; one can only be convicted of perjury if the statements were knowingly false at the time they were made. However, one can certainly imagine scenarios where an employee with a meritorious claim would not be willing to take the risk. Therefore, the author has agreed to amend existing Section 910.2 – which applies to all persons filing a claim under the Government Claims Act, not just employees – to simply require a declaration that the contents are true upon the claimant’s information and belief at the time.

Third, the bill as proposed to be amended also removes the provision that requires the public agency to report suspected perjury to the District Attorney. In addition to its potentially chilling

effect, this provision is entirely unnecessary. There is nothing to stop an opposing attorney – including the public agency’s attorney – from reporting suspected perjury to the District Attorney. Similarly superfluous in the bill in print is the language that purports to authorize the District Attorney, at its discretion, to take appropriate action. District Attorneys already have that authority and discretion.

Specifically, the amendments that the author will take today do the following:

- Delete the contents of the bill in its entirety.
- Amend Government Code Section 910.2 to read as follows:

The claim shall be signed by the claimant or by some person on his the claimant’s behalf declaring that upon information and belief, the contents of the claim are true and correct. Claims against local public entities for supplies, materials, equipment or services need not be signed by the claimant or on his behalf if presented on a billhead or invoice regularly used in the conduct of the business of the claimant.

ARGUMENTS IN SUPPORT: Although the several cities writing in support of the bill reference the contents of the bill in print, the underlying problem, they believe, is that public entities “increasingly face claims alleging discrimination, harassment, retaliation, and wrongful termination.” They contend that these claims, even when frivolous, are used as leverage to force settlements from public entities who understandably want to avoid the time and cost of litigation. The supporters also point out that whether cities pay settlements or judgements, the money ultimately comes from taxpayers and insurance pools and diverts funds from essential government services. As the City of Carson notes:

By requiring early verification, AB 2529 can help deter knowingly false or exaggerated claims, encourage clearer evaluation of legitimate claims, reduce unnecessary litigation costs, and help stabilize public-entity insurance expenses. Just as importantly, it reinforces public confidence in fair and accountable government processes.

When a claim seeks public money, basic verification is a reasonable and limited accountability measure. AB 2529 preserves full access to justice for legitimate claimants while protecting taxpayers from avoidable costs driven by unverified allegations.

ARGUMENTS IN OPPOSITION: Several labor organizations oppose this bill, though as with the supporters, their letters address the bill in print and not the bill as proposed to be amended. While the proposed amendments would appear to address most of their concerns, they generally believe that existing law is sufficient to deter false claims and pleadings. The opponent’s most general concern is that employees should feel free to raise concerns about workplace violations without fear of facing additional legal exposure. The American Federation of State, County, and Municipal Employees (AFSCME) writes in opposition:

[Workers] must have the ability to raise concerns about unlawful conduct, workplace violations, and other misconduct without facing additional procedural barriers that could discourage them from seeking legal remedies when their rights have been violated. Public employees are often the first individuals to identify wrongdoing within government operations. Creating additional legal exposure for individuals seeking

redress risks discouraging employees from raising legitimate concerns and undermines accountability in public agencies

REGISTERED SUPPORT / OPPOSITION:

Support

City of Cerritos

City of Glendora

City of Hidden Hills

City of Port Hueneme

Public Risk Innovation, Solutions, and Management (PRISM)

Opposition

American Federation of State, County and Municipal Employees (AFSCME)

California Conference Board of the Amalgamated Transit Union

California Conference of Machinists

Teamsters California

Analysis Prepared by: Tom Clark / JUD. / (916) 319-2334



Administrative Report

TO: Honorable City Council

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

MEETING DATE: May 12, 2026

SUBJECT: Initiating Proceedings for the Annual Levy of Assessments, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring the Council's Intent to Levy and Collect Assessments for the Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District No. 2, and Landscaping and Lighting District No. 3 (*City Council Direction*)

RECOMMENDATION

1. Adopt Resolution No. 2026-13 - Initiating Proceedings for the Annual Levy of Assessments for the City of Ojai Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and Landscaping and Lighting District No. 3 for Fiscal Year 2026/27; and
2. Adopt Resolution No. 2026-14 - Preliminarily Approving the Engineer's Annual Levy Report for the City of Ojai Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and Landscaping and Lighting District No. 3 for Fiscal Year 2026/2027; and
3. Adopt Resolution No. 2026-15 - Declaring the Council's Intent To Levy and Collect Assessments Within the City of Ojai Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and Landscaping and Lighting District No. 3 for Fiscal Year 2026/2027 and Setting a Time and Place for Public Hearing.

DISCUSSION

In November of 1996, voters in California passed Proposition 218 which redefined the legal procedures for the establishment and collection of Landscaping and Lighting Assessments. Each year, the City is required to prepare an Engineer's Annual Levy Report that establishes a fair and equitable assessment rate for each property within the Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District No. 2, and Landscaping and Lighting District No. 3.

Under the City Manager's authority, the City hired Willdan as the Engineer of Record and directed them to prepare the Fiscal Year 2026/2027 Engineer's Annual Levy Report for all three districts (hereafter referred to as the "Engineer's Report").

Pursuant to the requirements by the State of California, as defined in Streets and Highways Code an Engineer's Report is necessary to be prepared, examined and approved by the City Council prior to levying and collecting assessments for Lighting and Landscape assessments districts formed under the 1972 Act. The Engineer's Report is attached to the respective resolution. The Engineer's Report defines the cost and establishes the assessment to be levied for each parcel based on front footage.

Landscape and Lighting Districts No. 1 and No. 3

The Landscaping and Lighting Assessments are essential for covering the costs associated with streetlight energy charges, specifically those billed by Southern California Edison (SCE). In addition, the assessment revenue can be utilized for the maintenance and landscaping improvements on City medians, and parkways; however, the revenue generated is inadequate to cover these costs. There is currently adequate fund balance to cover the operating costs for only another couple of years.

The annual assessment rates for Lighting and Landscape Districts (LLD) No. 1 and 3 have remained unchanged since 2003. As a result, the revenue generated by these assessments has not kept pace with inflation and is now insufficient to adequately support these special districts in future years. It is important to note that while these two districts include street tree maintenance, our budget for trees exceeds the revenue we collect and cannot sustain that expenditure. Additionally, increases in electricity and overall street maintenance costs further strain the City's ability to fund these services.

To address these ongoing financial challenges, the City will want to consider initiating a process to raise the special assessments. As mandated by State law, the process must comply with Proposition 218 and requires a notice to all property owners in the district, a public hearing, and approval from a majority of property owners to increase in assessments through a Proposition 218 ballot procedure. This is a lengthy process and requires significant time, resources and community outreach; therefore, this would be a recommendation for next fiscal year or the following.

Plaza Maintenance District No. 2

PMD No. 2 has not experienced an increase in its annual assessment since 1988. Despite this, the revenue generated has been sufficient to cover ongoing maintenance needs. Over the years, the fund maintained a sufficient balance to allow the City to allocate revenues for capital projects. Notably, this allowed for the completion of a much-needed parking lot paving project, completed in December 2025. The assessment revenue continues to support both routine maintenance of the assessment districts and future capital improvement projects, as these expenditures are permissible under the assessment guidelines.

Following the completion of the parking lot paving project, staff thoroughly evaluated the revenue and expenditures associated with PMD No. 2. Based on this analysis, it is recommended to reduce the assessment rate in PMD No. 2 from the maximum rate of \$0.41 per parcel to \$0.33.

Additionally, the city is restricted from increasing the assessment beyond the established maximum without conducting Proposition 218 vote.

Resolutions Recommended for Approval

Resolution No. 2026-11 is for initiating this year's annual assessment process. Resolution No. 2026-12 is for City Council's preliminary approval of the Engineer's Report. Resolution No. 2026-13 is for City Council declaration of intent to levy and collect the assessments and set the Public Hearing date and time.

If these resolutions are approved, a public hearing will be scheduled for June 9, 2026 during the regular City Council Meeting for the purpose of accepting public comments on the proposed assessments. At the conclusion of the public hearing, the City Council will consider the authorization of the proposed assessments and if approved, the assessments will be forwarded to the Ventura County Auditor-Controller's office for inclusion on the 2026/2027 property tax bills.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

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

FISCAL IMPACT

The revenue generated from the Landscaping and Lighting Districts and Plaza Maintenance Assessment District can only be used for the maintenance of existing landscaping of medians, and parkways, the maintenance and operations of streetlights, and the trimming of street trees. There are no proposed changes in the assessment rates from last Fiscal Year for LLD No. 1 and LLD No. 3. The anticipated assessments for Fiscal Year 2026/2027 total approximately \$48,074 for Landscaping and Lighting District No. 1 and \$46,235 for Landscaping and Lighting District No. 3.

The PMD No. 2 proposed assessment is approximately \$36,000 less than the prior year, totaling the anticipated assessment of \$141,921 for the Plaza Maintenance Assessment District No. 2. If the City should choose not to approve these assessments, other funding sources would have to be identified to accomplish these maintenance activities.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

- A. Resolution No. 2026-13 Initiation of Proceedings, Fiscal Year 2026/2027
- B. Resolution No. 2026-14 Preliminary Approval of Engineer's Report, Fiscal Year 2026/2027
- C. Resolution No. 2026-15 Intent to Levy, Fiscal Year 2026/2027
- D. Fiscal Year 2026/2027 Preliminary Engineer's Report

**CITY OF OJAI
RESOLUTION NO. 2026-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI,
CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY OF
ASSESSMENTS FOR THE CITY OF OJAI LANDSCAPING AND
LIGHTING DISTRICT NO. 1, PLAZA MAINTENANCE ASSESSMENT
DISTRICT (DISTRICT NO. 2), AND LANDSCAPING AND LIGHTING
DISTRICT NO. 3 FOR FISCAL YEAR 2026/27**

WHEREAS, the City Council of the City of Ojai, California (the “City Council”) has previously formed and levied annual assessments for Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District No. 2, and Landscaping and Lighting District No. 3 (the “Districts”) pursuant to the provisions of *the Landscaping and Lighting Act of 1972, being Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the “Act”), that provide for the levy and collection of District assessments on the Ventura County tax rolls to pay for the maintenance and operation of lighting facilities, landscaping improvements, and appurtenant facilities and services related thereto; and,

WHEREAS, the City Council has retained Willdan Financial Services, for the purpose of assisting with the annual levy of the Districts and to prepare and file an Engineer’s Annual Levy Report (hereafter referred to as the “Engineer’s Report”) with the City Clerk in accordance with the Act.

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

SECTION 1. That the preceding recitals are true and correct and hereby incorporated by reference.

SECTION 2. The City Council hereby orders Willdan Financial Services to prepare the Engineer’s Report in accordance with *Chapter 1, Article 4 (commencing with Section 22565)* and pursuant to *Chapter 3, Section 22620* of the Act, for the levy and collection of the annual assessments for the Districts.

SECTION 3. The proposed improvements provided by the Districts include the maintenance, operation and the furnishing of services and materials for public landscaped areas and street lighting facilities within public right-of-way of the District, including various open space areas, parkways, parks, slopes, walls or other appurtenant improvements and facilities related to the aforementioned improvements and may include such improvements, expenses and maintenance as defined in Chapter 1, Article 2, Sections 22525, 22526, 22531 and 22534 of the Act. The Engineer’s Report shall describe the new improvements or substantial changes to the existing improvements proposed for the Districts.

SECTION 4. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 5. Effective Date. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of May 2026.

Andy Gilman, Mayor

ATTEST:

Steve Quilici, City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-13 was adopted at a regular meeting held May 12, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Weston Montgomery, Chief Deputy City Clerk

**CITY OF OJAI
RESOLUTION NO. 2026-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI,
CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S
ANNUAL LEVY REPORT FOR THE CITY OF OJAI LANDSCAPING AND
LIGHTING DISTRICT NO. 1, PLAZA MAINTENANCE ASSESSMENT
DISTRICT (DISTRICT NO. 2), AND LANDSCAPING AND LIGHTING
DISTRICT NO. 3 FOR FISCAL YEAR 2026/2027**

WHEREAS, the City Council of the City of Ojai, California (the "City Council") has, by previous Resolution, initiated proceedings to establish the annual levy for Fiscal Year 2026/2027 and ordered the preparation of an Engineer's Annual Levy Report ("the Engineer's Report") for the districts known as Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2) and Landscaping and Lighting District No. 3 (the "Districts") pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"); and

WHEREAS, the City Council has retained Willdan Financial Services for the purpose of assisting with the establishment of assessments and to prepare and file the Engineer's Report, entitled Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), and Landscaping and Lighting District No. 3, 2026/2027 Engineer's Annual Levy Report with the City Clerk in accordance with *Chapter 1, Article 4 (commencing with Section 22565)* of the Act, and there has now been presented to this City Council said Engineer's Report in connection with the Districts, for Fiscal Year 2026/2027; and

WHEREAS, the City Council has carefully examined and reviewed the Engineer's Report as filed and desires to preliminarily approve the Report as filed or modified.

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

SECTION 1. That the preceding recitals are true and correct and hereby incorporated by reference.

SECTION 2. The City Council finds that the Engineer's Report meets all the requirements of the Act.

SECTION 3. The City Council hereby preliminarily approves the Engineer's Report and the assessments contained therein.

SECTION 4. This Engineer's Report is hereby ordered to be filed in the Office of the City Clerk as a permanent record which is available for public inspection.

SECTION 5. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 6. Effective Date. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED this 12th day of May 2026.

Andy Gilman, Mayor

ATTEST:

Steve Quilici, City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-14 was adopted at a regular meeting held May 12, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Weston Montgomery, Chief Deputy City Clerk

**CITY OF OJAI
RESOLUTION NO. 2026-15**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA DECLARING THE COUNCIL'S INTENT TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF OJAI LANDSCAPING AND LIGHTING DISTRICT NO. 1, PLAZA MAINTENANCE ASSESSMENT DISTRICT (DISTRICT NO. 2), AND LANDSCAPING AND LIGHTING DISTRICT NO. 3 FOR FISCAL YEAR 2026/2027 AND SETTING A TIME AND PLACE FOR PUBLIC HEARING

WHEREAS, the City Council of the City of Ojai, California (the "City Council") adopted Resolution No. 2026-11 in accordance with the provisions of the *Landscaping and Lighting Act of 1972 of the Streets and Highways Code of the State of California* (hereinafter referred to as the "Act"), to initiate proceedings to levy and collect assessments for Fiscal Year 2026/2027 in connection with the Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District No. 2, and Landscaping and Lighting District No. 3 (the "Districts") in the City; and

WHEREAS, the Act provides for the levy and collection of assessments by the County of Ventura for the City of Ojai to pay for costs of maintenance, operation and services required for the landscaping and lighting improvements of the Districts and all appurtenant facilities, operations and expenses related thereto; and

WHEREAS, the City Council desires to declare its intention to levy and collect assessments without an increase in the assessment rate, and authorize the maintenance and improvements specified in accordance with the specifications and plans described in a report for a period beginning July 1, 2026 and ending June 30, 2027; and

WHEREAS, the City Council has retained Willdan Financial Services, for the purpose of assisting with the Annual Levy of the District, and to prepare and file an Engineer's Annual Levy Report (hereafter referred to as the Engineer's Report") with the City Clerk in accordance with the Act; and

WHEREAS, the City Council has by previous Resolution, preliminarily approved the Engineer's Report as filed or amended pursuant to *Chapter 3 Section 22623* of the Act; and

WHEREAS, a notice of Public Hearing must be duly published and posted at least 10 days prior to the Public Hearing.

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

SECTION 1. That the preceding recitals are true and correct and hereby incorporated by reference.

SECTION 2. That it is the intention of the City Council to levy and collect assessments on each parcel within the Districts which will result in no increase in the assessment rate per linear foot of street frontage for each zone within the Districts, but which have been updated for each parcel to reflect changes in the amount of street frontage for each parcel and the creation of new parcels via lot-splits and subdivisions. The assessment rate amount per linear foot of street frontage for each zone within the Districts is unchanged from Fiscal Year 2025/2026.

SECTION 3. That the boundaries of the Districts are within the incorporated city limits of the City of Ojai, State of California and in areas designated as Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District No. 2, and Landscaping and Lighting District No. 3.

SECTION 4. Those said assessments, when adopted, shall be used for the maintenance, operation and the furnishing of services and materials for public landscaped areas and street lighting facilities within public right-of-way of the District, including various open space areas, parkways, parks, slopes, walls or other appurtenant improvements and facilities related to the aforementioned improvements and may include such improvements, expenses and maintenance as defined in *Chapter 1 Article 2 Sections 22525, 22526, 22531 and 22534* of the Act.

SECTION 5. Notice is hereby given that a Public Hearing on these matters will be held by the City Council on the 9th day of June 2026 at 6:00 p.m., or as soon thereafter as feasible, in the City Council Chambers at Ojai City Hall located at 401 S. Ventura Street, Ojai, CA in accordance with *Chapter 3, Section 22625* of the Act. At the hearing, all interested persons shall be permitted to present written and/or oral testimony regarding the proposed assessments.

SECTION 6. The City Clerk shall cause notice to be given of the time and place of the Public Hearing by causing notice of the public hearing to be published once in a newspaper of general circulation within the City not less than ten (10) days before the date of the hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices pursuant to Chapter 1, Article 3, Sections 22552 and 22553 of the Act.

SECTION 7. Certification. The City Clerk shall certify to the adoption of this Resolution.

SECTION 8. Effective Date. This Resolution shall take effect upon its adoption.

[Signatures of the Next Page]

PASSED, APPROVED AND ADOPTED this 12th day of May 2026.

Andy Gilman, Mayor

ATTEST:

Steve Quilici, City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-15 was adopted at a regular meeting held May 12, 2026 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Weston Montgomery, Chief Deputy City Clerk



City of Ojai

Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2), & Landscaping and Lighting District No. 3

2026/2027 ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: May 12, 2026

Public Hearing: June 9, 2026

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ENGINEER'S REPORT AFFIDAVIT

***Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District
(District No. 2) and Landscaping and Lighting District No. 3
(1972 Act Districts)***

City of Ojai
Ventura County, State of California

This Report describes Landscaping and Lighting District No. 1, Plaza Maintenance Assessment District (District No. 2) and Landscaping and Lighting District No. 3 therein including the improvements, budgets, parcels, and assessments to be levied for Fiscal Year 2026/2027, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Ventura County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this _____ day of _____, 2026.

Willdan Financial Services
Assessment Engineer
On Behalf of the City of Ojai

By: _____
Michelle Laase, Project Manager
District Administration Services

By: _____
Tyrone Peter
PE # C 81888

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I. INTRODUCTION

The City of Ojai (the “City”) under the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* (hereafter referred to as the “1972 Act”), and the provisions of the California Constitution Article XIII D annually levies and collects special assessments for the City’s maintenance assessment districts designated as:

**Landscaping and Lighting District No. 1,
Plaza Maintenance Assessment District (District No. 2),
and Landscaping and Lighting District No. 3**

(hereafter referred to as the “Districts”), and applies the maximum assessments in place to assist, support, and maintain various landscaping improvements that provide special benefits to properties within the Districts.

This Engineer’s Annual Levy Report (“Report”) has been prepared pursuant to Sections 22622 of the 1972 Act, and in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of said Act. This Report presents the engineering analysis for the annual administration of the Districts. Through the levy and collection of benefit assessments, that fund maintenance and operation for landscape and lighting improvements. For Fiscal Year 2026/2027, the Districts’ assessments will be levied based on the previously approved methodology.

In accordance with the 1972 Act, the Districts utilize benefit zones (“Zones”) to address variations in the nature, location, and extent of the improvements that provide special benefit to parcels in the Districts.

The Districts provide landscape and lighting maintenance services and are funded by annual benefit assessments levied against each parcel in each District.

A. HISTORICAL INFORMATION

Landscaping and Lighting District No. 1 and District No. 3

Landscaping and Lighting District No. 1 (“LLD No.1”) and Landscaping and Lighting District No. 3 (“LLD No. 3”) are overlapping districts that cover the same maintenance area. LLD No. 1 was originally created in the 1930s under the provisions of the Street Lighting Act of 1919. In 1988 LLD No. 1 was reestablished as a special assessment district, under the provisions of the 1972 Act. The purpose of this District was to provide maintenance service for landscaping and lighting throughout the City. The related assessments provided approximately \$50,000 in annual revenue for these maintenance services. Initially this revenue provided adequate funding; however, over the years, increases in the cost of electricity and general lighting and landscaping maintenance resulted in inadequate funding for the needs of the District. The City Council approved formation of a related special assessment district in Fiscal Year 2003/2004. LLD No. 3 was formed as an overlay of LLD No. 1, which provides additional funding for the maintenance area. LLD No. 3 provided approximately \$47,000 in additional funding needed to continue the level of service provided at that time. Costs have continued to increase since the establishment of the new district, and currently there are no inflation mechanisms in place to support the increasing maintenance expenses.

Plaza Maintenance Assessment District (District No. 2)

In 1988 the City Council adopted a series of resolutions that re-established the Plaza Maintenance Assessment District (“PMD No. 2”) as a Landscaping and Lighting District as set forth by the 1972 Act.

B. REPORT CONTENT AND ANNUAL PROCEEDINGS

This Report has been prepared in accordance with the provisions of Article XIII D of the California Constitution (Proposition 218) and the 1972 Act. The assessments described herein represent the continuation of previously approved annual levies, and do not constitute a new or increased assessment. If any section, subsection, sentence, clause, phrase, portion, or zone, of this Report is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of the Report and each section, subsection, subdivision, sentence, clause, phrase, portion, or zone, thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, portions, or zones, might subsequently be declared invalid or unconstitutional.

This Report outlines the Districts’ structures, the improvements, and the proposed assessments to be levied in connection with the benefits the properties will receive from the maintenance and servicing of the District improvements for Fiscal Year 2026/2027. The annual assessments to be levied on properties within the Districts provide a funding source for the continued operation and maintenance of landscaping improvements that provide special benefit to the properties within the Districts and each respective Zone. Each fiscal year, the City establishes assessments for the Districts based on an estimate of the costs to maintain, operate and service the improvements and based upon available revenues including fund balances, general benefit contributions and additional City contributions and assessment limits. The costs of the improvements and the proposed annual assessments budgeted and assessed against properties within the Districts may include, but are not limited to, the estimated expenditures for regular annual maintenance and repairs; incidental expenditures related to the operation and administration of the District; deficits or surpluses from prior years; revenues from other sources; and the collection of funds for operational reserves or for periodic maintenance and improvement rehabilitation projects as authorized by the 1972 Act. Each parcel is assessed proportionately for only those improvements, services and expenses for which the parcel will receive special benefit.

Each District outlined in this Report reflects the various improvements and the types of improvements and services to be provided by the Districts for the properties that are directly associated with and benefit from those improvements. The net annual cost to provide the improvements for each District are allocated to the benefiting properties within that District using a weighted method of apportionment (refer to Assessment Methodology, Method of Apportionment) that calculates the proportional special benefit and assessment for each parcel as compared to other properties that benefit from the improvements and services in the Districts.

The word “parcel,” for the purposes of this Report, refers to an individual property assigned its own Assessor’s Parcel Number (“APN”) by the Ventura County Assessor’s Office. The Ventura County Auditor-Controller uses Assessor’s Parcel Numbers and specific Fund Numbers to identify properties to be assessed on the tax roll for the District assessments.

At a noticed annual Public Hearing, the City Council will accept all public comments and written protests regarding the District and the annual levy of assessments. Based on those public comments and written protests, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments the City Council will, by Resolution, order the improvements to be made and confirm the levy and collection of assessments pursuant to the 1972 Act. The assessments as approved

will be submitted to the Ventura County Auditor-Controller to be included in the property tax roll for each parcel.

As required by the 1972 Act, this Engineer's Report describes the improvements to be provided, maintained and serviced by the Districts, an estimated budget for the District improvements, and the proposed assessments to be levied upon each assessable lot or parcel within the District for Fiscal Year 2026/2027.

While the budgets outlined in this Report reflect the estimated costs necessary to fully and adequately provide for the maintenance and operation of the improvements within the District, many of these estimated costs and associated services are not fully supported by the current special benefit assessment revenues and City contribution. To fully fund the improvements that are considered special benefits, it may be necessary in the future to increase assessment revenues which would require the support of the property owners for new or increased assessments through a ballot proceeding conducted under the provisions of the California Constitution Article XIII D.

II. PLANS AND SPECIFICATIONS

The lines and dimensions of each lot or parcel within the Districts are those lines and dimensions shown on the maps of the Assessor of the County of Ventura for the year when this Report is prepared. The Assessor's maps and records are incorporated by reference herein and made part of this Report.

The plans and specifications showing and describing the general nature, location, and extent of the improvements are on file with the City Public Works Department and are incorporated herein by reference.

A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to the Districts, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing, or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the Report, including plans, specifications, estimates, diagram, and assessment.
- The costs of printing, advertising, and the publishing, posting and mailing of notices.
- Compensation payable to the County of Ventura for collection of assessments.
- Compensation of any engineer or attorney employed to render services.
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements.
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5.
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

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

B. DESCRIPTION OF IMPROVEMENTS

As authorized by the 1972 Act, the improvements provided by the Districts and associated with each Zone, if applicable, incorporate various improvements that are maintained and serviced for the benefit of real property within the Districts. The maintenance of the improvements may also include various appurtenances that may include but are not limited to entry monuments; various types of fencing; retaining walls; ornamental lighting or other ornamental fixtures; signage; and irrigation, drainage, and electrical equipment. The work to be performed within each respective Zone may include but is not limited to (as applicable), the personnel, materials, equipment, electricity, water, contract services, repair and rehabilitation of the improvements and incidental expenses required to operate the District and provide the improvements and services for each Zone. The improvements provided within the Districts, and for which parcels receive special benefits are generally described in the following section.

C. IMPROVEMENTS AND SERVICES WITHIN THE DISTRICTS

The purpose of each District is to provide funding for electricity and maintenance costs associated with the City's network of streetlights, landscape maintenance and certain public facilities within the Districts as funding allows.

Landscaping and Lighting District No. 1 & District No. 3

LLD No. 1 and LLD No. 3 primarily provide funding for electricity and maintenance costs associated with the City's network of streetlights, landscape maintenance and certain public facilities within overlapping districts. Streetlighting, curb, gutter, sidewalk, and street tree system improvements to be maintained include light poles, lighting fixtures, lighting standards, light bulbs, lenses, covers,

screens, and other miscellaneous street lighting appliances, as shown and included on the LLD No. 1 and LLD No. 3 diagram in Section V. of this Report.

The maintenance to be provided includes:

- 1) Repair, removal, replacement or other maintenance of all or any parts of the improvements.
- 2) Payments for lighting energy costs.
- 3) As funding allows, removal of graffiti, tree trimmings, landscape trimmings, and debris.

Plaza Maintenance Assessment District (District No. 2)

Improvements to be maintained include those elements described in Section II. A. of this Report and included within the District boundaries delineated on the PMD No. 2 diagram in Section V. of this Report.

- 1) Repair, removal, replacement or other maintenance of all or any parts of the facilities, appliances, or fixtures.
- 2) Payments for energy costs.
- 3) Removal of graffiti, tree trimmings, landscape trimmings, and debris.
- 4) Maintenance of decorative fixtures located on the Plaza facilities.
- 5) Repair, removal or replacement or other maintenance for vandalized facilities, appliances, or fixtures.
- 6) Repair, removal, replacement or maintenance of the concrete, asphalt, landscaping, ground cover or other surface located within the Plaza area.
- 7) Landscaping services, general maintenance, and janitorial services.

The vast majority of the streetlights in the Districts are owned and operated by Southern California Edison (SCE).

III. METHOD OF APPORTIONMENT

A. LEGISLATIVE AUTHORITY AND PROVISIONS

1972 ACT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of landscaping improvements and related facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

Section 22573 defines the net amount to be assessed as follows:

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

Section 22574 provides for zones as follows:

“The diagram and assessment may classify various areas within an assessment district into different zones where, by reason of variations in the nature, location, and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements.”

The formulas used for calculating assessments and the designation of Zones as established herein reflect the composition of parcels within the Districts and the improvements and activities to be provided, and have been designed to fairly apportion the cost of providing those improvements based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIII D of the California Constitution (Proposition 218).

PROPOSITION 218

The costs to operate and maintain the District improvements are identified and allocated to properties within each Zone within the District based on special benefit. The improvements provided and for which properties are to be assessed are identified as local landscaping improvements and related amenities that were installed in connection with the development of the properties and/or would otherwise be required for the development of properties within each respective Zone. The District assessments and method of apportionment is based on the premise that these improvements would otherwise not have been required without the development or planned development of those parcels.

Article XIII D Section 2d defines District as follows:

“District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service;”

Article XIII D Section 2i defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over, and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIII D Section 4a defines proportional special benefit assessments as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

The assessments and method of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been established pursuant to the 1972 Act. Any new or increased assessment will be subject to the substantive and procedural requirements of the Constitution, Article XIII D, Section 4.

The Special and General Benefit for LLD No. 1 and LLD No. 3 is provided in the following section.

B. BENEFIT ANALYSIS

LANDSCAPING AND LIGHTING DISTRICT NO. 1 AND DISTRICT NO. 3

The improvements provided by LLD No. 1 and LLD No. 3 for which properties are assessed have been identified as necessary, desired and/or required for the orderly development of the properties within the Districts to their full potential, consistent with the development plans and applicable portions of the City’s General Plan.

- **Landscape Special Benefit**

The ongoing maintenance of landscaped areas within the Districts provides aesthetic benefits to the properties within the Districts and a more pleasant environment to walk, drive, live, and work. The primary function of these landscape and lighting improvements and related amenities is to serve as an aesthetically pleasing enhancement and green space for the benefit of the immediately surrounding properties and developments for which the improvements were constructed and installed and/or were facilitated by the development or potential development of properties within the Districts. These improvements are an integral part of the physical environment associated with the parcels in each District/Zone and while some of these improvements may in part be visible to properties outside the Zone, collectively if these Zone improvements are not properly maintained, it is the parcels within the District/Zone that would be aesthetically burdened. Additionally, the street landscaping in these areas serve as both a physical buffer between the roadways and the properties in the Districts and serve as a pleasant aesthetic amenity that enhances the approach to the parcels.

- **Landscape General Benefit**

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by District assessments and the proximity and relationship to properties to be assessed, it is evident these improvements were primarily installed in connection with the development of properties in each respective District/Zone or are improvements that would otherwise be shared by and required for development of properties in those areas. It is also evident that the maintenance of these improvements and the level of maintenance provided has a direct and particular impact (special benefit) only on those properties in proximity to those improvements and such maintenance beyond that which is required to ensure the safety and protection of the

general public and property in general, has no quantifiable benefit to the public at large or properties outside each respective Zone.

- **Lighting Special Benefit**

The Special Benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Improved ability of pedestrians and motorists to see walking/driving path.
- Improved ingress and egress to property.
- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.
- Reduced vandalism and other criminal acts and damage to improvements of property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

- **Lighting General Benefit**

The costs for the General Benefit components for all improvements have been removed from the assessment. The improvements and costs associated with those General Benefit improvements are funded through the General Fund (see budget for General Fund Contribution). The amount to be assessed against each parcel within the District represents the parcel's proportionate Special Benefit from the improvements.

PLAZA MAINTENANCE ASSESSMENT DISTRICT

The following methodology described pertains to PMD No. 2. The landscape services provided to all properties within the District boundary have been reviewed to identify the General Benefit and Special Benefit conferred to each parcel.

- **Special vs. General Benefit**

Public Works staff have reviewed all of the costs for various maintenance services proposed in Fiscal Year 2026/2027 for PMD No. 2. It was determined that the Arcade Plaza restrooms have both Special Benefit to Arcade property owners and General Benefit for all of the public to utilize, and that the restroom cleaning, maintenance, and repair costs and monthly restroom utility fees/sewer fees should be designated as one-third Special Benefit and two-thirds General Benefit costs. With regard to Special/General Benefit of the restrooms, consideration is given to its location and use. Many businesses do not have restrooms available for their customers. The Plaza restrooms, however, are also part of the City's restroom facilities available to the general public as are the restrooms at Libbey and other parks throughout the City. Considering the overall issues relative to the Plaza restrooms it is determined that the restrooms are one-third Special Benefit to the Plaza properties and a two-thirds General Benefit to the public at large. The operational and maintenance costs should therefore be assigned proportionally. All other services provided (landscaping, maintenance, trash and recycling collection services, parking lot sweeping and clean-up, lighting energy costs, etc.) provide special benefits (including safety benefits, liability reduction benefits, cleanliness and aesthetic benefits, and other specific benefits) and utility associated with the properties located within the District.

C. METHOD OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 1

Parcels that receive special benefit from the services provided (Section II) are assessed an annual fee. City owned parcels pay the same assessment. The City also pays for the cost of services that are of general benefit to the community. For Fiscal Year 2026/2027:

- a) The amount to be assessed upon current assessable parcel frontage within the LLD No. 1 is \$48,074. The assessment rate per linear foot of frontage is fixed by Proposition 218 and cannot be increased without voter approval. Corrections to the parcel assessments based on the parcel frontage within the District boundary can occur.
- b) Identification of each assessable lot or parcel for land within LLD No. 1 is outlined in Exhibit A of this Report.
- c) The amount to be assessed upon current assessable frontage is apportioned among such lots or parcels in proportion to the estimated Special Benefits to be received by each lot or parcel:

Twelve street lighting zones were initially established within the District boundaries. In 1990, the City Engineer determined an estimated cost per linear foot of street frontage for each zone, so that the District would collect approximately \$48,000 annually. The estimated cost per linear foot in each zone is based on the approximate number of streetlights per 1,000 feet of street frontage within each zone. The cost per linear foot is then multiplied by the street frontage for each parcel within each zone. The following table lists the current zone rates and the approximate number of streetlights per 1,000 feet of street frontage within each zone.

Zone	\$/Ft/Yr.	Approx. Street Lights per 1,000 Feet of Street Frontage
A	0.3009	2.64
B	0.2861	2.51
C	0.1711	1.46
D	0.2654	2.33
E	0.5332	3.10
F	0.3745	3.28
G	0.3375	2.96
H	0.0939	0.79
J	0.3464	3.12
K	0.2226	1.95
L	0.1017	0.89
M	0.2774	2.43

The following formula is used to calculate each parcel's proportional assessment:

$$\text{Street Front Footage} \times \text{Zone Assessment Rate (Street Lighting Improvements)} = \text{Parcel's Total Assessment Amount}$$

LANDSCAPING AND LIGHTING DISTRICT NO. 3

Parcels that receive special benefit from the services provided (Section II) are assessed an annual fee. City owned parcels pay the same assessment. The City also pays for the cost of services that are of general benefit to the community. For Fiscal Year 2026/2027:

- a) The amount to be assessed upon current assessable parcel frontage within the LLD No. 3 is \$46,235. The assessment rate per linear foot of frontage is fixed by Proposition 218 and cannot be increased without voter approval. Corrections to the parcel assessments based on the parcel frontage within the District boundary can occur.
- b) Identification of each assessable lot or parcel for land within LLD No. 3 is outlined in Exhibit A of this Report.
- c) The amount to be assessed upon current assessable parcel frontage is apportioned among such lots or parcels in proportion to the estimated Special Benefits to be received by each lot or parcel by the following method:

Street Lighting Improvements – Twelve street lighting zones have been established within the District boundaries. The City Engineer has determined an estimated cost per linear foot of street frontage for each zone, so that the District would collect approximately \$46,000 annually. The estimated cost per linear foot in each zone is based on the approximate number of street lights per 1,000 feet of street frontage within each zone. The cost per linear foot is then multiplied by the street frontage for each parcel within each zone. The following table lists proposed zone rates and the approximate number of streetlights per 1,000 feet of street frontage within each zone.

Zone	\$/Ft/Yr.	Approx. Street Lights per 1,000 Feet of Street Frontage
A	0.1240	2.64
B	0.1144	2.51
C	0.0684	1.46
D	0.1062	2.33
E	0.2133	3.10
F	0.1498	3.28
G	0.1350	2.96
H	0.0376	0.79
J	0.1386	3.12
K	0.0890	1.95
L	0.0407	0.89
M	0.1110	2.43

Street Trees – The preliminary Street Tree Master Plan presented to the City Council on March 25, 2003, estimated that there were about 15,000 trees located throughout the City. The City Engineer estimated that about 10% were located on streets, parkway areas, medians, and other street right of way areas throughout the District. This equates to about 1,500 trees within the District on City street areas. The City Engineer conducted a field inspection of street trees throughout the District. The Engineer also reviewed and analyzed aerial photos and reviewed plans for planting more street trees in the future. The Engineer determined that there is street trees located throughout the District, and no area is without trees. In those areas where there are fewer trees than the average, the City and / or District has plans in place to plant more trees. In the future, all areas of the City will have a reasonably similar distribution of currently existing trees, newly planted

trees, or a combination of existing and newly planted trees. The trees in each area will require a reasonably similar amount of trimming, removal, spraying, watering and other maintenance. Thus, it is equitable to allocate the costs equally to all property owners within the District. The annual cost for street tree maintenance has been allocated equally to all parcels in the District.

Note - The street trees located in Zone L are on private property. The City does not maintain sidewalk, curb, gutter or other improvements on private property. No street tree maintenance services will be provided in this Zone. Thus, there will be no assessment for street tree maintenance costs for the 43 parcels located in this Zone.

Sidewalks, Curb, Gutter and Related Improvements - There are curb and gutter facilities located in every zone within the District. The City Engineer conducted a field inspection of curb, gutter and sidewalk improvements throughout the District. The Engineer also reviewed and analyzed various sidewalk, curb and gutter plans, specifications, files and records. The Engineer found that the concentration of curb, gutter and sidewalk improvements is consistent with the concentration of streetlights within each zone. Thus, the formula and allocation used to determine street lighting costs for the twelve zones within the District is also appropriate for use in allocating costs for curb, gutter and sidewalk maintenance. The estimated annual cost for sidewalk, curb and gutter maintenance has been allocated based on the cost per linear foot (street frontage) for each zone. The following table lists proposed zone rates and the approximate number of streetlights per 1000 feet of street frontage within each zone.

Zone	\$/Ft/Yr.	Approx. Street Lights per 1,000 Feet of Street Frontage
A	0.05733	2.64
B	0.05293	2.51
C	0.03165	1.46
D	0.04910	2.33
E	0.09864	3.10
F	0.06928	3.28
G	0.06244	2.96
H	0.01737	0.79
J	0.11951	3.12
K	0.04118	1.95
L	0.00000	0.89
M	0.05132	2.43

The following formula is used to calculate each parcel's proportional assessment:

$$\text{Street Front Footage} \times \text{Zone Assessment Rate (Street Lighting Improvements)} = \text{Parcel's Street Lighting Assessment}$$

$$\text{Street Front Footage} \times \text{Zone Assessment Rate (Sidewalk Improvements)} = \text{Parcel's Sidewalk Assessment}$$

$$\text{Parcel's Street Lighting Assessment} + \text{Parcel's Sidewalk Assessment} + \text{Parcel's Street Tree Maintenance Fee} = \text{Parcel's Total Assessment Amount}$$

PLAZA MAINTENANCE ASSESSMENT DISTRICT (DISTRICT NO. 2)

An assessment formula has been developed in an effort to equitably spread maintenance expenses to the properties within PMD No. 2. The formula is based upon the concept that benefit is derived and attributable to location or proximity to the Plaza, with its amenities and maintenance services, and is reflected in the costs allocated.

The formula has two elements: (1) assessment area: (2) radiating zones. There is no cost-of-living increase calculated in the assessment options provided in this Report. Assessments increase as Total Adjusted Areas (see following definition) increase and as one moves from peripheral to centrally located zones. Conversely, assessments decrease as Total Adjusted Areas decrease and as one moves away from the center of the Arcade Plaza.

The assessment area, called Total Adjusted Area, for each parcel is based on both land area and building floor area. The adjusted area is the sum of: (1) parcel land area; (2) first floor building area; and (3) one-half the floor areas of the upper floors. The building area is measured as the exterior wall footprint, excluding exterior decking and exterior staircases. This element of the formula provides for (a) lower assessment of undeveloped properties; and (b) the lower assessment of upper stories. Upper story areas have been reduced to compensate for the relative lower benefit received by the less intensive commercial uses normally found there. There are three radiating zones. Zone "A" is the immediate area around the center of the Plaza and has been given a factor of 1.00. Zone "B" contains properties somewhat removed from the main Plaza area and has, therefore, been given a factor of 0.50. Zone "C" is an area further removed from the main Plaza area and thus has a factor of 0.25.

An internal audit of the parcel and building areas was conducted in July of 2012. Lot Areas were adjusted to match the Ventura County Assessor's record. Floor areas were adjusted to match field measurements taken in July 2013. Corrected areas and their resulting assessments were used for the December 2012 and April 2013 Assessments on the Ventura County tax rolls. The City Council forgave the under assessed properties and provided up to a maximum of 14 years of reimbursements to current property owners on November 13, 2012. Per the statute of limitations, property owners were refunded the past 4 years of corrections immediately. The previous 10 years of corrections were provided under two options: 1) a lump sum payment immediately at one-half the total correction, or 2) the full amount paid over 10 years in equal payments.

The formula outlined above is used to calculate assessment in the following manner:

- 1) The Total Adjusted Area for a given parcel as defined above;
- 2) Multiplied by the Factor for the Zone in which the parcel is located (this product being the number of Total Assessment Units).
- 3) Multiplied by the Rate (dollars per Assessment Unit) for the fiscal year in question (currently set at \$0.3300 per Assessment Unit). This rate is derived from the cost of providing the service, and does not include any additional costs funded by the City and carried forward as an increasing fund deficit.

The amount to be assessed upon current assessable parcel frontage within PMD No. 2 is \$141,920.64.

Pursuant to Proposition 218, publicly owned lands are not exempt from District assessments. A total of seven (7) parcels owned by the City have been included on the assessment roll and are manually invoiced.

IV. DISTRICT BUDGETS

ESTIMATE OF COSTS

The 1972 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for the fiscal year, including incidental expenses, and may include reserves to operate the Districts until assessment collections are transmitted to the City from the County of Ventura.

The 1972 Act also provides that the amount of any surplus, deficit, or contribution must be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within the Districts is the total cost of the installation, maintenance, and servicing of the improvements; incidental costs; and adjustments (either positive or negative) for reserves, surpluses, deficits, and/or contributions from other sources.

A summary of the estimated costs for each District for Fiscal Year 2026/2027 is shown in the budget on the following page along with the estimated net amounts to be assessed for Fiscal Year 2026/2027. The rates of assessment are the same as the rates approved in Fiscal Year 2025/2026 and prior years.

FISCAL YEAR 2026/2027 PROPOSED BUDGETS

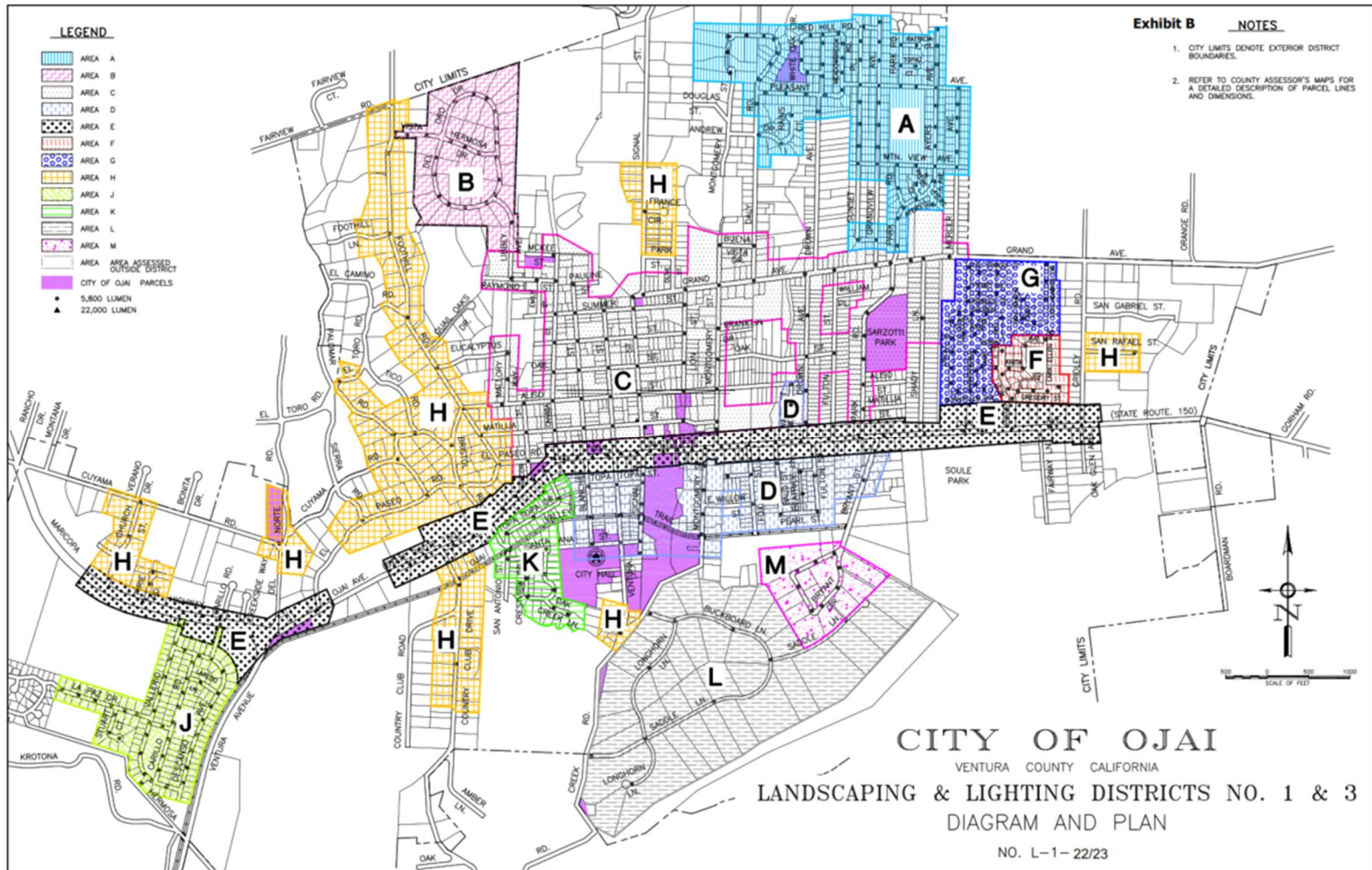
CITY OF OJAI			
FY2026/2027 BUDGET			
	LLD 1	LLD 3	PMD 2
ESTIMATED DIRECT COSTS			
General Parts & Supplies	\$0.00	\$0.00	\$10,000.00
Public Works Staff Time	\$0.00	\$0.00	\$60,000.00
Contract Services - Janitorial & Pest Control	\$0.00	\$0.00	\$6,000.00
Professional Services - Preparation of Engineers Report	\$4,000.00	\$4,000.00	\$7,000.00
Capital Improvements	\$0.00	\$0.00	\$30,000.00
County Administration Fees	\$589.00	\$586.00	\$380.00
Electricity	\$52,500.00	\$52,500.00	\$5,000.00
Water	\$0.00	\$0.00	\$5,000.00
Sewer	\$0.00	\$0.00	\$1,800.00
Total Direct Costs	\$57,089.00	\$57,086.00	\$125,180.00
ESTIMATED REVENUE			
Estimated Ending Fund Balance June 30, 2026	\$60,870.00	\$60,870.00	\$108,384.00
Estimated Interest Earnings	\$350.00	\$350.00	\$1,200.00
Farmers Market Fee	\$0.00	\$0.00	\$4,500.00
Balance to Levy 2026/2027	\$48,073.72	\$46,235.48	\$141,920.64
Total Revenues	\$109,294	\$107,455	\$256,005
ESTIMATED FUND BALANCE AT JUNE 30, 2027			
Estimated Beginning Fund Balance July 1, 2026 ⁽¹⁾	\$60,870.00	\$60,870.00	\$108,384.00
Estimated Revenue Collected by June 30, 2027	\$48,423.72	\$46,585.48	\$147,620.64
Estimated Expenditures through June 30, 2027	\$ (57,089.00)	\$ (57,086.00)	\$ (125,180.00)
Estimated Fund Balance June 30, 2027	\$52,204.72	\$50,369.48	\$130,824.64
DISTRICT STATISTICS			
Total Parcels	2,144	2,144	53
Total Parcels Levied ⁽²⁾	2,131	2,138	53
Total Front Footage Levied (ft)	196,315.76	196,315.76	N/A
Maximum Rate per Assessment Unit	See table	See table	\$0.4157
Applied Rate per Assessment Unit	See table	See table	\$0.3300

⁽¹⁾ LLD No. 1 and LLD No. 3 are overlapping Districts and, therefore, share a Reserve Fund. For the purposes of this Report, fifty percent (50.00%) of the Estimated Beginning Fund Balance has been allocated to LLD No. 1 and fifty percent (50.00%) to LLD No. 3. The total Estimated Beginning Fund Balance as of June 30, 2026 for LLD No. 1 and LLD No. 3 is \$121,740.

⁽²⁾ Although LLD No. 1 and LLD No. 3 are overlapping Districts, there are seven (7) parcels within the boundaries that do not have front footage and are therefore only charged for trees in LLD No. 3.

V. DISTRICT BOUNDARY MAPS

Reference is hereby made to the Assessor's Maps of the County of Ventura for an exact description of the lines and dimensions of each parcel within the Districts.



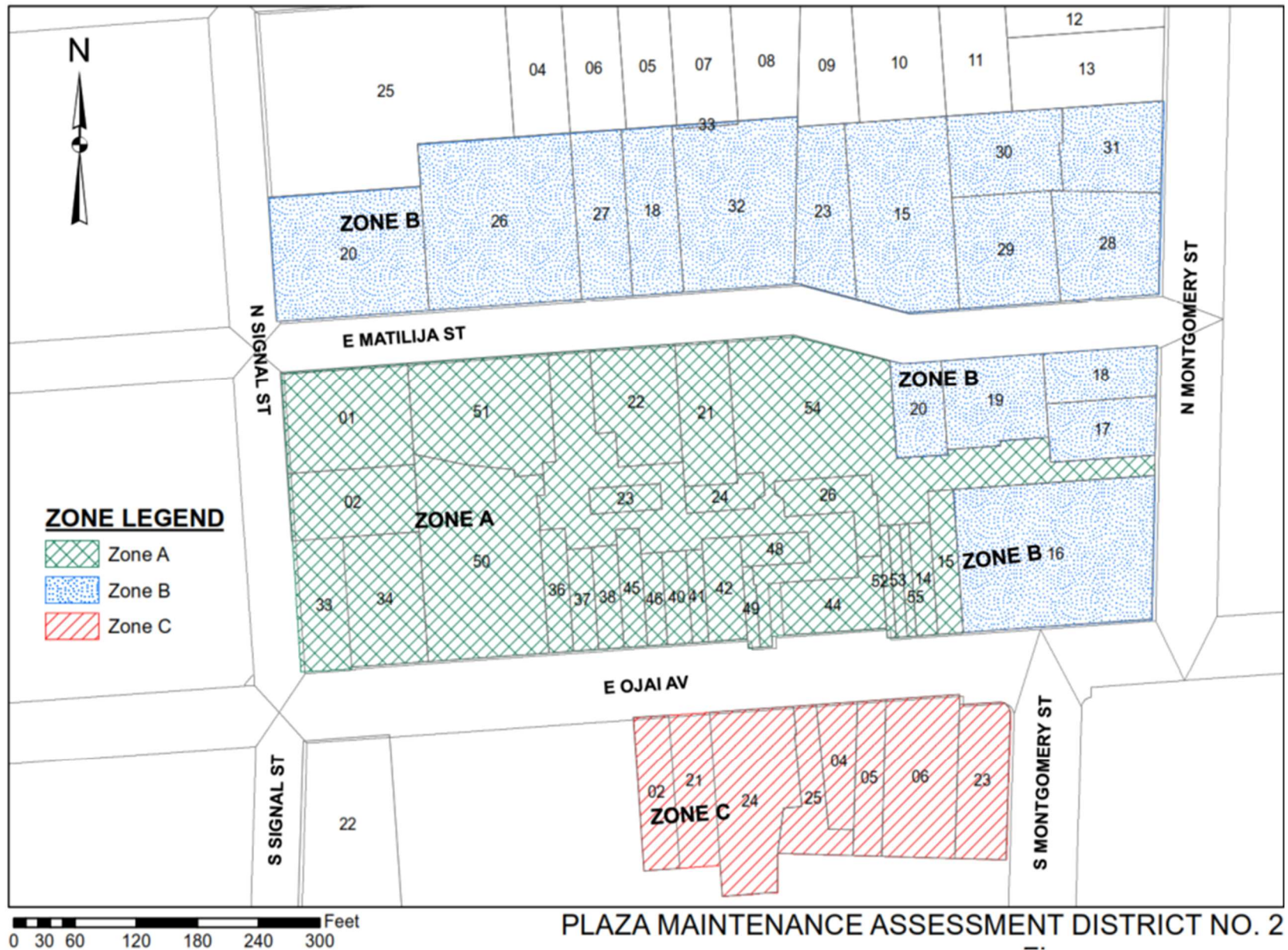


EXHIBIT A- 2026/2027 ASSESSMENT ROLLS

Parcel identification, for each lot or parcel within the Districts, shall be the parcel as shown on the Ventura County Assessor's map for the year in which this Report is prepared.. A listing of parcels assessed within the Districts, along with the proposed assessment amounts, has been submitted to the City Clerk, under separate cover, and by reference is made part of this Report.

If any parcel submitted for assessment is identified by the Ventura County Auditor-Controller to be an invalid parcel for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the Ventura County Auditor-Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney

MEETING DATE: May 12, 2026

SUBJECT: Habitat for Humanity Project; Real Property Management/Disposition Options; Establishment of a Community Land Trust (*City Council Direction*)

RECOMMENDATION

1. Receive information regarding management and disposition options available to the City Council related to the real property underlying the proposed Habitat for Humanity project (involving the development of five residential units to be sold to qualified homeowners), including:
 - a. City ownership of the property subject to a ground lease with Habitat and/or future homeowners (status quo);
 - b. Conveyance of the property to Habitat for \$1 for Habitat to develop five residential units and eventually convey fee ownership of property to future homeowners;
 - c. City ownership of the property subject to a ground lease with Habitat and/or future homeowners along with a conveyance of the property to a community land trust, if established.
2. Provide direction to the City Attorney's Office to initiate the Surplus Land Act process.
3. Provide direction to the City Attorney's Office as to which of the above options should be brought to City Council for further consideration and a decision and provide direction to prepare documentation needed to implement the disposition of the property based on the selected option.
4. Provide direction to the City Attorney's Office as to whether to return to City Council with a future agenda item to establish a Community Land Trust, and/or establish an ad-hoc committee of City Council to work with staff to further frame out the steps needed to establish a Community Land Trust, irrespective of which option is selected for the Habitat for Humanity project.

SUMMARY

At the April 16, 2026, City Council meeting the Council reviewed and approved the proposed project, approved project entitlements, and requested that staff bring back additional information regarding property ownership/disposition options and community land trusts at the May 12, 2026, regular meeting. The additional information requested

included a legal analysis of the factors for consideration associated with development of the project subject to one or more ground leases from the City versus one or more ground leases from a City-established community land trust versus a conveyance of the land to Habitat for Humanity of Ventura County (Habitat). The City Council also inquired as to whether staff could obtain an appraisal of the subject property. Staff has not been able to obtain an appraisal, but has contacted a local realtor to request information about comparable properties. The realtor advised staff that the value of this property likely ranges between \$700,000 and \$800,000. Staff will provide additional information regarding the property valuation during the May 12, 2026, Council meeting.

DISCUSSION

At the April 16, 2026, City Council meeting the Council provided direction to the City Attorney's Office to return on May 12, 2026, with additional information regarding the following options for lease or disposition of the Habitat project property:

- One or more ground leases of the property with ownership retained by the City, as contemplated under the Memorandum of Understanding between the City and Habitat for Humanity;
- Conveyance of the property to Habitat;
- The City's creation of a community land trust, transfer of the property to the land trust, and a ground lease of the property to homeowners with ownership held by the trust (not necessarily in that order).

Upon request by the City Council, the City Attorney's Office evaluated the potential considerations associated with each of these options. The City Attorney's Office also evaluated the creation of a community land trust, both as it may relate to the Habitat project and more generally. The City Attorney's Office analysis is summarized here.

Under all three of the options discussed in this memo, based on the entitlements approved by Council at its meeting on April 16, 2026, the Conditions of Approval require that the property be developed and that homes be sold at prices that are accessible to lower income households. Also under all three options, covenants, conditions, and restrictions (CC&Rs) will include additional requirements for homeowners related to ensuring the homes remain affordable for the longest period of time allowed by law (but at least a minimum of 45 years). Lastly, all three options could include a detailed schedule for completion of the project.

Surplus Land Act

Whether the City decides to move forward with a ground lease or a conveyance of the property, the disposition of the property will be subject to the California Surplus Land Act (SLA). The SLA governs the manner in which cities, counties, and special districts dispose of publicly owned land that is no longer needed for agency use. Generally, when a local agency determines a property is "surplus," it must first provide written notice of availability to certain public entities and housing organizations and go through a significant public process. For property that qualifies as "exempt surplus land" a shorter, more streamlined process may be followed.

The City and Habitat have evaluated the exemptions from the SLA and believe this project

will qualify for at least two separate exemptions. Specifically, the project would qualify for the exemption for small surplus land parcels that are less than one-half acre in size and would also qualify for an exemption that restricts 100% of the units to persons and families of low or moderate income. For property that qualifies for an exemption, the City would need to adopt a resolution declaring the property to be “exempt surplus property” at a regular public meeting and then submit the Resolution and documentation to HCD for approval prior to disposition. Additionally, HCD recommends that exemption documentation and the proposed resolution be submitted for HCD review prior to adoption of the resolution – the City Attorney recommends doing this to ensure that any feedback from HCD is incorporated into the materials that will be presented to Council.

Ground Lease (City Ownership)

On May 14, 2024, the City entered into a Memorandum of Understanding for development of a 5-unit affordable housing project (four tiny homes and one single-family home). The Memorandum of Understanding (MOU) between Habitat and the City contemplated that the City and Habitat would enter into a ground lease under which the City would lease the property to Habitat for 99-years in order for Habitat to construct four tiny homes and one single-family home. Under this framework, Habitat would then enter into separate ground subleases with the eventual individual home purchasers. The primary benefit of this structure is that the City retains ownership of the property. Additionally, the City could retain the right to approve subsequent subleases of the property, which would conceivably provide the City with a contractual mechanism to ensure that the homes continue to meet the affordability requirements. This framework, however, also presents certain challenges and limitations, including the following:

1. Despite the fact that the MOU anticipates there would be a ground lease of 99-years, pursuant to the California Government Code, municipalities may only lease real property for up to a maximum of 55 years, unless the lease is subject to periodic review with rent updated to fair market rent. A City ground lease to Habitat requiring fair market rent, would likely conflict with the goal of making homes affordable as Habitat would need to collect the rent from homeowners.
2. Because the City may only grant below market value leases of up to 55 years, homeowner financing may be more difficult to obtain for some home purchasers and could make financing more costly. Though Fannie Mae will provide financing for homes owned by a City and subject to a ground lease, such financing typically requires a long term lease of 99 years.
3. Establishing a ground lease is complex and will result in increased attorneys’ fees costs for the City and Habitat beyond the costs of a disposal.
4. Responsibilities for maintenance of common areas are more complicated. Habitat has indicated they would not typically take on property maintenance responsibilities for their projects, because they would not typically retain control over the property itself after their homes are sold to homeowners. Also, with respect to landlord-tenant laws, there are certain maintenance

responsibilities that a landlord retains with respect to residential leases that cannot be passed on to homeowners. For those maintenance responsibilities that can be passed on to homeowners, there may be challenges with enforcement because a court may be unwilling to evict a tenant who owns title to the structure on the property.

5. Under a ground lease held by the City, the City will remain the owner of the fee title of the land. As such, the City would retain liability for future environmental contamination on the site and dangerous conditions on the site. The City can require tenants to carry insurance and include indemnification language in the ground lease(s), however, if tenants are lower income, these indemnification requirements may be meaningless.
6. The City would arguably retain responsibility for significant property damage on the site if a fire or other significant damages occurs to one of the homes and the homeowner abandons the property. Again, the City may require tenants to carry insurance to insure against such risks as part of the ground lease, however, the City would functionally still have responsibilities as the owner of the land.
7. The City would also retain additional responsibilities if a tenant files for bankruptcy – in such a situation, even if a tenant fails to meet its obligations under the ground lease, the City’s remedies may be limited as bankruptcy courts seek to protect debtors and would be reluctant to terminate a tenancy underlying a tenant’s home.
8. As the landlord, the City would retain contractual liability with the tenants related to the land itself. Because of this the City may need to add staffing resources to manage and oversee the ground lease to ensure that the City is fulfilling its contractual requirements.

If the Council desires to continue with a long-term ground lease to Habitat, staff recommends that Council also direct staff to proceed with preparation and negotiation of the ground lease.

Property Conveyance (Disposition and Development Agreement)

As an alternative to a ground lease, the City could enter into a disposition and development agreement (DDA) with Habitat under which Habitat would serve as the affordable housing developer, which would include the following provisions, at a minimum:

- Sale of the property to Habitat for \$1.
- Recording of a Master Affordable Housing Regulatory Agreement against the property.
- Closing and transfer of title would occur only after all prerequisites for beginning construction have been completed and Habitat provides evidence of project financing.

In addition to the requirements in the CC&Rs, the Master Affordable Housing Regulatory Agreement would require that parcels are sold only to qualified lower income persons and record an affordability covenant in favor of the City that restricts the use of property for such persons for a term of not less than 45 years. The City may also include requirements in the Agreement that require priority be given to persons based on criteria similar to those in the City's Local Tenant Preference Policy (discussed below). The Regulatory Agreement would require owner occupancy (no rentals allowed). All of the requirements in the Agreement would provide a right of enforcement to the City. Also a sale/transfer in violation of the resale restrictions would trigger the City's right to acquire the parcel at the same price as a qualified buyer or be paid a pro-rata portion of the net profit of the sale price over the original price paid by the owner. The City will receive a deed of trust recorded against the property securing the amount equal to the difference between the fair market value of the property less the actual sale price to the homeowner. The deed of trust would be insured by a loan title insurance policy provided by Habitat.

If the Council wishes to pursue a property conveyance and DDA, staff recommends that Council direct staff to proceed with preparation of a DDA and other ancillary documents.

Ground Lease/Community Land Trust Combination

A community land trust (CLT) is typically a non-profit corporation established to own and maintain land for the benefit of low to moderate income individuals and households. Under a CLT land development structure, the CLT generally owns the land and works with a separate property developer to develop housing which is then made available for rent or purchase separate and apart from the interest in the underlying real estate. CLTs exist throughout California and are generally established by private entities and individuals who see a need to develop creative housing solutions that help ensure permanent affordability.

Most commonly in Southern California, CLTs own land that is developed for multi-family housing, including apartments, condominiums, and housing cooperatives, but they are also used for the development of single-family housing projects subject to a ground lease with the CLT. For single-family housing projects or housing projects that result in fee ownership of the home by the resident, the resident enters into a renewable 99-year lease with the CLT for use of the land, while owning the structure located on top of it. CLT projects typically involve establishment of a homeowners' association or condominium association that is responsible for maintenance of the land and common facilities. CLTs are typically governed by an elected Board of Directors comprised of residents, community members, and public interest representatives.

In order to utilize a CLT for this project or other projects, the City would need to first establish a separate, non-profit organization, likely a 501(c)(3) organization. The City may wish to partner with community organizations in the creation of such a non-profit. The City could "incubate" the CLT by providing funding or conveying land or buildings to it, and by helping to recruit a Board of Directors. Once established, the CLT would operate independently to lease the land to prospective residents, with City support.

As noted above, CLTs are typically created through a collaboration of private, community-based organizations and individuals who desire to work together to create creative housing

solutions. There is at least one example, however, of a municipality that has established a CLT in Southern California – the City of Laguna Beach. In 2025, the City of Laguna Beach began what was approximately a year-long process establish a CLT. This process included a few months to gather information regarding housing needs and solutions, obtain public input, conduct a feasibility and financial analysis, and scope out the mission, organizational structure, and governance for a City-established CLT. Following these initial phases, the City submitted an application for approval of a 501(c)(3) non-profit to the IRS, and then most recently in January of this year, conveyed the first properties into the non-profit for development through the CLT. The Laguna Beach CLT is overseen by a 9-member Board of Directors, at least 5 of whom live or work within the City of Laguna Beach and 2-4 who may be residents of the CLT properties. The CLT is managed by officers, including an Executive Director who manages the day to day CLT operations.

While a ground lease held by CLT presents some of the same challenges and limitations as a ground lease held by the City, there are some significant benefits this structure offers that are not available under a ground lease held directly by the City. The most substantial benefit is that by conveying the property to a CLT that is a separate legal entity, the CLT would not be subject to the 55-year limitation on below market value leases that would apply to a City-established ground lease. This means that the CLT could enter into 99-year ground leases with homeowners which would open up the financing programs offered by entities like Fannie Mae. Another significant benefit over a City-held ground lease is that the liability issues identified up above are shifted to the CLT as opposed to being risks of the City. The CLT, as a separate legal entity, would then take on all of the property ownership responsibilities and risks, thereby protecting the City from the legal liability associated with being a residential landlord. Another benefit of a CLT is that if the City establishes a CLT, it could be used as part of a larger City-wide housing strategy to support the development of other affordable housing projects within the City.

Additional considerations:

1. Eventual home financing: As noted above, ownership of a home subject to a ground lease with a CLT can obtain specialty financing (as a shared equity transaction) through Fannie Mae, however, it is subject to additional requirements that would not apply to traditional home purchases. In order to qualify, the CLT ground lease must include affordability restrictions (similar to those already being required for this project), the CLT must be a 501(c)(3) non-profit organization, a local government, or a handful of other types of organizations, and there are requirements as to the type of home that can be financed and additional requirements for refinancing.
2. Time for establishment: If Council wishes to provide direction to staff to move forward with the process for establishing a CLT, staff recommends that we engage in a process similar to that utilized by the City of Laguna Beach – this would include time to consider and discuss the scope and mission of the CLT, time to obtain community input, time to complete the necessary feasibility review to ensure that all requirements for establishing and operating a CLT are identified and addressed, and time involved in applying for the establishment of the 501(c)(3) non-profit organization. Based on the example provided by the City of Laguna Beach, this process could take up to

a year or more (the IRS process typically takes 3 to 6 months, but can take less time or more time). Additionally, after the non-profit is established, a board will need to be appointed and staff will need to be hired.

3. **Governance:** A CLT is usually governed by a board of directors that is composed of some combination of residents of CLT properties, community members who have specialized skills such as legal or financial expertise to help provide business expertise, and representatives of public interest groups such as local non-profits and advocacy groups, and possibly a representative of the City. The day-to-day management would be through a separate corporate executive team and staff. Under a Land Trust, while the City may have a representative on the Board of Directors, the City would not retain direct control of the day-to-day operations of the CLT or control over the development of CLT projects. The City would still be able to exert some control through the land development process, however, many affordable housing projects are entitled to ministerial land development approvals if they meet requirements established by State law.
4. **Funding:** Though the City could provide financial donations to help support the development of the CLT, long-term, the CLT would need to establish a long-term funding source to fund the organization's operations – this often includes some combination of individual donations, grants and donations from foundations and other charitable organizations, corporate donations, and grants from government agencies. Operational costs will include both employee salaries and benefits, funds needed to maintain property assets, and other operating costs, such as corporate insurance, costs of maintaining office space, and other similar expenses. Potential operational costs could be evaluated a part of a more in-depth feasibility study. The CLT would also potentially need funding to acquire properties for development as part of the CLT. Land could be donated by the City and other public agencies to the extent it is surplus land not needed for agency operations, but can also be donated to the CLT by other organizations or purchased using donations and other funds available to CLT. Financial resources and capital assets must be managed in accordance with IRS regulations and other conditions of donations. Though the CLT will likely receive some revenues from rents collected associated with rental of multi-family housing

There may be additional considerations that could be identified through a more in-depth feasibility study and process. If the Council wishes to pursue establishment of a community land trust, staff recommends that Council direct staff to schedule a concept review to explore options related to a CLT.

With respect to the Habitat project, because the City must create a CLT before it could enter into a ground lease, if the City wishes to pursue use of a CLT for purposes of the Habitat project, we would still need to enter into a lease or disposition and development agreement with Habitat for development of the project. Depending on the timeline for completion of the project, if the project was completed prior to completion of establishing a CLT, the initial ground lease from the City/Habitat would still be necessary (subject to the

55-year limitation and any financing limitation that may come with that) in order to allow the purchase and occupation of the homes. If the ground lease was with the City, the lease could be assigned to the CLT upon its establishment along with the conveyance of the property to the CLT. At such time, the lease term could be extended to 99-years, and the 99-year extension could be contemplated in the original lease.

Additional information about Community Land Trusts, prepared by the National League of Cities is available [here](#).

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

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

FISCAL IMPACT

The project has been reviewed and processed by Community Development Department staff and such time and effort has been incorporated into the City of Ojai Adopted Budget Fiscal Year 2025/26.

Prepared by: Bethany Burgess, City Attorney



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Bethany Burgess, City Attorney

MEETING DATE: May 12, 2026

SUBJECT: Consideration of the City's Ability to Shift to At Large Voting
(*Gilman/Rule*)

RECOMMENDATION

1. Consider information regarding the ability to shift from electing City Council Members "by-district" to an "at-large" method of selection.
2. Provide direction (or not) to the City Attorney's Office as to whether to return to City Council with an ordinance repealing Ordinance No. 889 or an ordinance submitting a ballot question to the voters seeking voter approval to return to at-large elections.
3. Provide alternate direction to the City Attorney.

DISCUSSION

On December 11, 2018, the Ojai City Council adopted an ordinance (Ordinance No. 889) adding a new Chapter 6 ("Elections") to Title 2 ("Administration") of the OMC to change the City's City Council election method from at-large to by-district elections. This action followed the City's receipt of a letter from Shenkman & Hughes, PC, alleging that "voting within the City is racially polarized, resulting in minority vote dilution" and also that the City's at-large elections violated the California Voting Rights Act. The first by-district elections took place as part of the November 2020 general election, and since that time, further by-district elections have occurred in 2022 and 2024. Notably, however, the City retains an at large system for electing the mayor. Therefore, the City currently has a hybrid voting system: At-large for the mayoral position and by-district for the four councilmanic positions.

Additionally, in November 2022, Ojai voters approved Ballot Measure M ("Measure M"), which asked:

Shall the voters authorize, at the discretion of the City Council, the use of ranked choice voting, also known as instant runoff voting and allowing voters to rank candidates for elected office in order of preference, to elect City offices at-large, thereby amending the Ojai Municipal Code to no longer elect City Council members by district, if the City Council implements it starting with the November 2024 general election?

Measure M passed by receiving 55.84% of the votes.

In an at-large system, Councilmembers are elected by voters throughout the City. In a by-district system, the City is divided into districts and each Councilmember is elected only by registered voters residing in that particular district. Ranked choice voting is a variation on at-large voting that allows voters to rank candidates by preference rather than casting a ballot for a single candidate. A candidate winning the majority of first-choice votes wins the election without any further steps. If no candidate wins a majority of first-choice votes, whoever receives the lowest number of votes is eliminated and another round of vote tallying begins. In this second round, ballots with the eliminated candidate as the first choice are tallied with the second-choice candidate. This process, technically termed an “instant runoff” approach because there are no further elections, just a voting-tallying process, continues until a candidate receives 50% of the votes in a given round.

In order to better evaluate whether a move to at-large voting would potentially raise issues under the California Voting Rights Act, the City Council, at its meeting on April 28, 2026, authorized the City Attorney’s Office to retain an expert demographer, Douglas Johnson with the National Demographics Corporation, to evaluate the City’s most recent census data to evaluate the current voting trends and turnout percentages for two potentially “protected classes” in the City—Latinos and Asians. Mr. Johnson’s firm, NDC, was also involved in the 2018 study to evaluate City demographics at that time.

Notably, since that time the U.S. Census Bureau released its 2020 decennial census and has also released updated data in its separate American Community Survey data relating to both overall population in the City and breakdowns of voters in various ethnic categories including protected classes. Mr. Johnson also examined data about the overall voter turnout and estimated Latino voter turnout based on use of a database related to Spanish surnames.

Mr. Johnson has completed a preliminary analysis and concluded that based on the City’s demographics: (1) even in the largest Latino populated district Non-Hispanic White Citizens of Voting Age outnumber Latino voters (the largest group of minority voters) six to one and, based on recent turnout, Non-Hispanic White voters outnumbered Latino voters by a five to one margin; (2) the switch to by-district voting has not improved the ability of Latino voters to elect officials of their choice.

If City Council directs staff to return with an ordinance for consideration Mr. Johnson will be available at the presentation of the ordinance on first reading to present the detailed results of his firm’s analysis.

Following the City Council meeting on April 28, 2026, the U.S. Supreme Court issued its opinion in *Louisiana v. Callais*, 608 U.S. ____, 2026 WL 1153054 (Apr. 29, 2026) (*Callais*). This case involved a review of a re-districting effort in the State of Louisiana in which the State had created two Congressional districts with a majority of voters from a protected class (Black voters). A group of non-African American voters challenged the re-districting effort as violating the Fourteenth and Fifteenth Amendments to the U.S. Constitution. Those amendments generally restrict the use of racial criteria in voting and other contexts.

The Supreme Court's decision in *Callais*, although technically framed as an interpretation of the federal Voting Rights Act, has very significant implications for California and its Voting Rights Act. The 6-3 majority opinion, authored by Justice Alito, made it clear that the federal Voting Rights Act must be confined to using racially-based districting only in cases of "*intentional* discrimination." (2026 WL 1153054 at *12). The Court explained that this statutory interpretation was *compelled* by Constitutional limitations—that the alternative statutory construction of the federal voting rights act to prohibit "mere disparate impact" would "fail to enforce a right that the [Fifteenth] Amendment secures. That is never 'appropriate.'" (2026 WL 1153054 at *12). The Fifteenth Amendment states in Section 1 that: "The right of citizens of the United States to vote shall not be denied or abridged by the United States or by any State on account of race, color, or previous condition of servitude."

The implications of *Callais* for California will be the subject of debate and in at least one pending case, litigation and a judicial decision involving the City of Huntington Beach. Nonetheless, it is relatively clear that California cannot now enforce its own Voting Rights Act to prohibit a "mere disparate impact." Otherwise, California would run afoul of the Fifteenth Amendment to the U.S. Constitution which pre-empts any contrary state law.

Ability to Implement Ranked Choice Voting

Notwithstanding the outcome of Measure M, it is unlikely that the City would be able to implement ranked choice voting. The primary reason for this is that any change in voting system requires approval from the California Secretary of State. The California Secretary of State has taken the position that pursuant to Section 15452 of the Elections Code, a general law city may only elect its local officials through a plurality voting system. Because of the manner in which the ranking of candidates is applied under a ranked choice system, a candidate who receives a majority of votes may still receive the fewest number of "first choice" votes. For this reason, this form of voting for a general law city would likely be rejected by the California Secretary of State as being prohibited by Section 15452 of the Elections Code.

In addition, there are strong demographic reasons why a ranked choice voting system would not enhance the ability of a protected class of voters (such as Latino voters) to elect a candidate of its choice. From a legal perspective, the California Supreme Court has focused on what it termed a "threshold of exclusion" standard for a protected class. (*Pico Neighborhood Assoc. v. City of Santa Monica*, (2023) 15 Cal.5th 252). In the case of Ojai with four councilmember positions open for election, the minimum "threshold" is 20%. Thus, even in the largest Latino populated district, Mr. Johnson's data showed that Latino eligible voting age individuals amounted to only 13%, well below the 20% threshold standard for electing a "Latino preferred" candidate.

Ability to Implement At-Large Voting

Though the City would likely be unsuccessful in moving to a voting system that involves ranked choice selection, the City could arguably shift back to at-large voting. In deciding whether this would be an appropriate option for the City of Ojai, based on California's Election Laws and the California Government Code, the City Council should consider

whether the proposed voting system is allowed under the California Voting Rights Act and the Federal Voting Rights Act. The California Voting Rights Act (CVRA), at Elections Code Section 14027, within the California Voting Rights Act, prohibits use of an at-large system in cases where it results in an impairment of the right of a protected class to elect a candidate of its choice or alternatively, whether it would result in “racially polarized voting.” Of course, to the extent that the CVRA uses the term “impairment” or mere “disparate impact” it is now subject to Constitutional question under the Supreme Court’s decision in *Callais*. There are technical definitions of what constitutes racially polarized voting in a particular situation. In the case of Ojai, the City’s overall small demographic size and its limited groups of minority voters, suggest that an at-large voting system may not unfairly impair the ability of any minority group to impact an election. *Callais*’ Constitutionally based requirement that a voting system (such as an at-large system) be demonstrated to constitute *intentional* discrimination makes the application of the any claim that the CVRA limits at-large voting suspect.

Procedural Steps for Implementing At-Large Voting System

If City Council desires to shift to at-large voting, it may do so by adopting an ordinance repealing or amending Ordinance No. 889, because Ordinance No. 889 was adopted in accordance with Government Code Section 34886. Though generally ordinances changing the method of election are required to be submitted to voters for approval, Government Code Section 34886 allows a city to adopt an ordinance requiring by-district elections without submission of the ordinance to the voters for approval where the change in the method of electing the City Council is being made “in furtherance of the purposes of the California Voting Rights Act of 2001.” Government Code Section 34873 further provides, “An ordinance enacted pursuant to this article may be amended or repealed in the same manner; provided, the term of office of any council member elected shall not be affected.” Because Government Code Section 34886 is part of the same article that includes Government Code Section 34873, there is an argument that Ordinance 889, which was adopted pursuant to Section 34886, may be repealed or amended by simple adoption of an ordinance by City Council so long as findings are included determining that it is in furtherance of the California Voting Rights Act, based on the consultant’s demographic analysis.

It should be noted that Section 34873 is typically utilized to amend ordinances adopted by ballot measure and for that reason, the only judicial decisions interpreting this provision have involved questions relating to ordinances that have been submitted to the voters. To the City Attorney’s knowledge, it has not been utilized to repeal an ordinance adopted under Section 34886 and so whether a repeal of an ordinance adopted under Government Code Section 34886 results in an immediate reversion to the prior voting system is an untested area of California law; however, there is a reasonable argument that it may be interpreted in this manner based on a plain reading of the Government Code. Alternatively, City Council could provide direction to the City Attorney’s Office to prepare an ordinance for submission to the voters seeking voter approval to return to an at large voting method.

Additionally, it is important to emphasize that the City Attorney’s office is unaware of any other general law city that has returned to at-large elections after shifting to by-district elections following a threat of litigation under the California Voting Rights Act. If the City

proceeds in this direction, the City may be the first general law city to do so and may face a renewed threat from individuals who believe at-large voting will result in the dilution of minority voting rights within the City of Ojai in violation of the California Voting Rights Act. A more detailed analysis of the risks associated with such a threat is included in the agenda materials for Ordinance No. 988 (however, the legal viability of such a threat may be questionable in light of the *Callais* decision), including the potential requirement to pay a plaintiff's attorney's fees if they are successful. If the City were to be sued following such a threat, the outcome of that litigation would be uncertain. Nonetheless, the U.S. Supreme Court decision in *Callais* two weeks ago significantly bolsters the Constitutional support for any re-districting that does not involve clear evidence of intentional discrimination.

In order to affect the November 2026 election, an ordinance would have to be introduced on first reading no later than the City Council meeting scheduled for May 26, 2026, and approved on second and final reading no later than June 9, 2026. Because this is an ordinance relating to elections, it would be effective immediately upon its adoption pursuant to Government Code Section 36937(a).

CITY COUNCIL GOALS ALIGNMENT

N/A (See Explanation Below)

There is not an approved goal for this item; it was requested as a result of community interest.

OPTIONS

See above.

FISCAL IMPACT

If the City adopts an ordinance reverting to an at-large voting system, the City could face one or more legal challenges that could result in extensive litigation defense costs and potentially require payment of a plaintiff's attorneys' fees.

Prepared by: Bethany Burgess, City Attorney