AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, MAY 26, 2026, 6:00 PM

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

AGENDA UPDATED - 5/22/26, 9:00 PM - TO INCLUDE PRESENTATION SECTION ITEM

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE
DISTRICT 2 - RACHEL LANG
DISTRICT 3 - ANDREW WHITMAN
DISTRICT 4 - KIM MANG

BEN HARVEY	BETHANY BURGESS	WESTON MONTGOMERY
CITY MANAGER	CITY ATTORNEY	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.

AGENDA PACKET - This link is to the complete Agenda Packet in PDF.

ZOOM LINK - May 26, 2026 - Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATION

Proclamation Designating May 2026 as Historic Preservation Month

COMMISSION REPORTS

CITY MANAGER'S REPORT

PUBLIC COMMUNICATIONS

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

CONSENT CALENDAR

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

1. **City of Ojai Warrants for April 27, 2026 - May 10, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report - Warrant Report
   Attachment A - Warrant Register Report
   Attachment B - Disbursement by Category
   Warrant Cover Letter

2. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of April 30, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report -Treasurers Report Apr 2026
   Attachment A -Treasurer's Monthly Report Apr 2026
   Exhibit A - Cash & Investment Summary Apr 2026

3. **Minutes - City Council**
   RECOMMENDATION: Approve.
   05-12-26 - Special Meeting
   05-12-26 - Regular Meeting
   05-13-26 - Special Meeting

4. **Confirm Reappointments to Fill Term-Ending Vacancies on City Commissions**
   RECOMMENDATION: Confirm nomination of commission reappointments: Gina McHatton, Historic Preservation Commission; Craig Walker, Historic Preservation Commission; Carolyn Wagner, Arts Commission (terms ending May 2030).
   Administrative Report - Commissioner Reappointments May 2026
   Attachment A - Requests for Reappointment

5. **Confirm Appointment to Fill Inaugural Vacancy on the Public Safety Commission**
   RECOMMENDATION: Confirm nomination of applicant Jim McEachen as Public Safety Commissioner to fill an inaugural vacancy (four-year term ending May 2030).
   Administrative Report - Public Safety Commissioner Confirmation
   Attachment A - Commissioner Application Form â€“ J. McEachen

6. **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 increase the not-to-exceed amount for FY 25-26 by $15,000; and
   2. Authorize the City Manager to issue a Request for Proposal (RFP) for trolley detailing services for FY 26-27.

Administrative Report - Pristine Auto Detailing Amendment No 2
Attachment A - Original Agreement Pristine Auto Detailing
Attachment B - Amendment No. 1
Attachment C - Amendment No. 2

DISCUSSION

7. **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 or amending 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
Attachment A - Nov. 3, 2026 General Election Calendar
PowerPoint Presentation

8. **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 - Landscape, Lighting and Plaza Districts
Attachment A - Resolution No. 2026-13 Initiation of Proceeding
Attachment B - Resolution No. 2026-14 Approval of Preliminary Engineers Report
Attachment C - Resolution No. 2026-15 Intent to Levy
Attachment D - Preliminary Engineers Report

9. **Five-Year Proposed Capital Improvement Program *(City Council Direction)***
RECOMMENDATION: Receive a presentation on the current and proposed Capital Improvement Program and provide feedback and direction to be incorporated in the FY26/27 approved budget.
Administrative Report - Five-Year Proposed Capital Improvement Program
Attachment A - Draft Five-Year CIP
PowerPoint Presentation

10. **City of Long Beach Modular Connect Shelter Units Request for Proposals *(Mang/Whitman)***
RECOMMENDATION: Discuss City of Long Beach Request for Proposals and provide direction to staff as to whether to submit a proposal to the City of Long Beach to acquire one or more Connect Shelter units and also provide direction as to the maximum proposal price for such proposal.
Administrative Report - City of Long Beach Modular Connect Shelter Units
Attachment A - City of Long Beach Connect Shelters RFP
Attachment B - Photographs of the Connect Shelters (Interior and Exterior)

11. **Update on Aspire Broadband Agreement and Microtrenching Ordinance *(City Council Direction)***
RECOMMENDATION: Receive an update regarding the agreement proposed by Aspire Broadband for the installation of a fiber network within the city's right-of-way.
Administrative Report - Aspire Broadband Update

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted May 22, 2026, at 12:00 p.m., Updated May 22, 2026, at 9:00 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.

WRITTEN COMMENTS
Written Public Comments - 05 26 26

ACCOMMODATIONS

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

If you feel that a language interpreter is necessary for you to participate in this meeting,

notification 48 hours prior to the meeting will enable the City to make reasonable arrangements for an interpreter to assure your participation/understanding of this meeting.

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

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

PUBLIC PARTICIPATION

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

PUBLIC COMMENT OPTIONS

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

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

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

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

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

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

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

LEVINE ACT WARNING

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

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

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

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

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **May 26, 2026**

SUBJECT: **City of Ojai Warrants for April 27, 2026 – May 10, 2026**

RECOMMENDATION
Receive and file.

DISCUSSION
Disbursement Warrant Check Numbers: 80601-80658
Payroll Warrant Check Numbers: 38391-38393
Number of Direct Deposits: 59

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds		$ 908,729.72
Payroll – April 30, 2026		126,779.61
	Total	$ 1,035,509.33

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
80601	**7 Day Tire LLC**		04/30/2026	370.00
	April 2026 Trolley Repair			
80602	**Aleshire & Wynder LLP**		04/30/2026	89,900.00
	March 2026 Services			
	General Services	46,596.50		
	Encampment Resolution Grant Mgmt (reimbursable)	11,050.00		
	Special Projects	3,363.50		
	Litigation	2,964.50		
	Labor & Employment	3,832.50		
	Code Enforcement	1,388.00		
	Housing Issues	17,471.00		
	Real Property	3,234.00		
80603	**BKS Law Firm, PC**		04/30/2026	15,701.50
	March 2026 Common Interest & Ventura Watershed Litigation			
80604	**CA Dept of Justice**		04/30/2026	377.00
	March 2026 Fingerprinting Cost			
80605	**Data Ticket, Inc.**		04/30/2026	360.00
	February 2026 Code Enforcement Citation Fees			
80606	**Delta Liquid Energy**		04/30/2026	616.24
	April 2026 Trolley Fuel			
80607	**EDC-VC**		04/30/2026	3,100.00
	FY25-26 Annual Board Dues & Contributions			
80608	**Emmanuel A Mendez**		04/30/2026	1,250.00
	April 2026 City Transit Wash			
80609	**GovConnection**		04/30/2026	17,496.80
	IT Barracuda Server Annual Renewal Fee			
80610	**Green Globe HVAC Inc**		04/30/2026	7,680.00
	February 2026 HVAC Maintenance to City Buildings			
80611	**Hometown Trolley**		04/30/2026	625.46
	Supplies for Trolley Maintenance			

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80612	**Owl Towing & Storage, Inc.** April 2026 Trolley Towing Service	04/30/2026	600.00
80613	**Platinum Tow & Transport** April 2026 Trolley Towing Service	04/30/2026	487.50
80614	**Sinclair Sanitary Supply, Inc.** Cleaning Supplies for Citywide Maintenance	04/30/2026	536.73
80615	**StoreRite** May 2026 Monthly Storage	04/30/2026	182.75
80616	**Tyco Integrated Security, LLC** April - June 2026 City Hall Alarm Services	04/30/2026	897.27
80617	**United Site Services Inc** Porta Potty Rental for City Hall Pickleball Court	04/30/2026	64.06
80618	**County of Ventura** March 2026 Trolley Repair	04/30/2026	5,343.94
80619	**Ventura County Library** FY25-26 Q3 Library Agreement	04/30/2026	26,500.00
80620	**Ventura County Sheriff's Dept** March 2026 Patrol & Traffic Services	04/30/2026	408,970.12
80621	**Verizon Wireless** March 2026 City Cell Phones	04/30/2026	1,990.05
80622	**Witherspoon Industries Inc** OTT Storage Fee	04/30/2026	75.00
80623	**Agromin** Organic Compost for City Parks	05/07/2026	1,018.88
80624	**AllConnected, Inc.** IT Software Renewal	05/07/2026	287.25
80625	**Alta Planning & Design** March 2026 Bicycle & Pedestrian Safety Project	05/07/2026	10,457.60
80626	**Capital Industrial Medical Supply Co** First Aid Supplies	05/07/2026	611.53

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80627	**Cooperative Personnel Services** Accountant Remote Testing	05/07/2026	1,520.00
80628	**CWH Enterprise Inc** Transit Repair Lift Inspection & Service	05/07/2026	424.50
80629	**Emmanuel A Mendez** April 2026 City Vehicle & Transit Wash	05/07/2026	2,269.00
80630	**Firestick Pottery** Recreation Class - Pottery	05/07/2026	210.00
80631	**Franchise Tax Board** April 2026 Payroll Expense	05/07/2026	100.00
80632	**Glenda C Mahon** CPR/AED/ First Aid Training for City Staff	05/07/2026	585.00
80633	**Lucy Walker Grace** Recreation Class - Dog Training	05/07/2026	845.00
80634	**Green Globe HVAC Inc** April 2026 HVAC Maintenance at City Hall & Sarzotti Gym	05/07/2026	1,557.00
80635	**Greg Rents** February & April 2026 Equipment Rental	05/07/2026	2,508.75
80636	**HdL Coren & Cone** April-June 2026 Property Tax Contract Services	05/07/2026	2,637.53
80637	**Help of Ojai Inc.** April 2026 ADA Program	05/07/2026	4,500.00
80638	**Herk Edwards Inc** Sarzotti Gym Basketball Backboards	05/07/2026	3,820.16
80639	**Johannes M Pouw** Recreation Class - Flag Football & Baseball	05/07/2026	1,936.35
80640	**Kelly Cleaning & Supplies, Inc.** March 2026 Janitorial Services	05/07/2026	220.00
80641	**Gregory Kiley** April 2026 Government Relations Service	05/07/2026	3,000.00

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80642	**Marco Alarcon** DJ Services for Rec Open House & 4th of July Event	05/07/2026	900.00
80643	**Mark Cranes Tree Inc** March 2026 Street Tree Planting	05/07/2026	29,940.00
80644	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	05/07/2026	3,373.76
80645	**Ojai Valley Chamber of Commerce** April 2026 Professional Services Agreement	05/07/2026	4,595.00
80646	**Outdoor Design Studio** Supplies for Plaza Maintenance	05/07/2026	233.95
80647	**Stacy Pergson** Employee Reimbursement	05/07/2026	1,103.25
80648	**Phoenix Group Info Systems** March 2026 Parking Citation Fees	05/07/2026	173.93
80649	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	05/07/2026	255.27
80650	**Puretec Industrial Water** April 2026 Transit Industrial Water Tank Rental	05/07/2026	146.43
80651	**Shane Rilling** Earth Day Ceremony Event	05/07/2026	200.00
80652	**Sinclair Sanitary Supply, Inc.** Cleaning Supplies for Citywide Maintenance	05/07/2026	1,409.74
80653	**Angelica Sosa** Reimbursement for Sarzotti Picnic Rental	05/07/2026	85.00
80654	**SSD Systems** Libbey Bowl Alarm Services	05/07/2026	199.69
80655	**VC Fusion Soccer** Recreation Class - Soccer	05/07/2026	1,338.75
80656	**County of Ventura** Public Works Truck Repair	05/07/2026	476.59

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
80657	**Ventura County Animal Services** January - March 2026 Animal Services Agreement	05/07/2026	27,063.86
80658	**Ventura County Auditor-Controller** March 2026 Parking Citation County Fees	05/07/2026	37.50
ACH	**U.S Bank National Association** March 2026 City Credit Card Miscellaneous	04/27/2026	27,184.75
ACH	**Ameriflex: Claims ACH** April 2026 Payroll Expense	04/27/2026	270.81
ACH	**Mission Square 457 ACH** April 2026 Payroll Expense	04/29/2026	9,471.86
ACH	**IRS ACH** April 2026 Payroll Expense	04/30/2026	47,026.89
ACH	**Ready Refresh by Nestle** March 2026 Drinking Water	04/30/2026	62.56
ACH	**Christopher Reno** April 2026 Trolley Repairs	04/30/2026	5,525.70
ACH	**EDD ACH** April 2026 Payroll Expense	04/30/2026	7,949.06
ACH	**Amazon.com/Sales, Inc** April 2026 Miscellaneous Supplies	05/01/2026	747.94
ACH	**CalPERS Retirement ACH** April 2026 Payroll Expense	05/06/2026	26,807.22
ACH	**Christopher Reno** May 2026 Trolley Repairs	05/07/2026	3,875.00
ACH	**Willdan Engineering** October 2025 - February 2026 Ojai Contract Planner	05/07/2026	51,339.28
ACH	**Amazon.com/Sales, Inc** May 2026 Miscellaneous Supplies	05/07/2026	10,567.16
ACH	**Altigen Communications, Inc.** April 2026 MS Teams Phone System Implementation & Monthly Cloud Service	05/07/2026	3,655.96

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Ready Refresh by Nestle**		05/07/2026	421.84
	May 2026 Drinking Water			
ACH	**Colantuono, Highsmith & Whatley, PC**		05/07/2026	13,719.50
	February 2026 Services			
	General Services	834.50		
	Special Projects	261.50		
	Criminal Code Enforcement	989.50		
	Encampment Resolution Grant Mgmt (reimbursable)	9,791.50		
	Miscellaneous Litigation	1,842.50		
ACH	**Phoenix Civil Engineering, Inc.**		05/07/2026	6,938.50
	March 2026 Street Beacons Project			
				908,729.72
ACH	**Payroll**			
	Pay Period 4/13/2026 - 4/26/2026		04/30/2026	126,779.61
		Wire & Paper Check Total		**126,779.61**
			Grand Total	**$ 1,035,509.33**

City of Ojai

Disbursement by Category

Category	Amount
Lease and Rentals	**2,830.56**
Greg Rents	2,508.75
StoreRite	182.75
United Site Services Inc	64.06
Witherspoon Industries Inc	75.00
Legal	**119,321.00**
Aleshire & Wynder LLP	89,900.00
BKS Law Firm, PC	15,701.50
Colantuono, Highsmith & Whatley, PC	13,719.50
Payroll and Benefits	**218,405.45**
Ameriflex: Claims ACH	270.81
CalPERS Retirement ACH	26,807.22
EDD ACH	7,949.06
Franchise Tax Board	100.00
IRS ACH	47,026.89
Mission Square 457 ACH	9,471.86
Pay Period 4/13/2026 - 4/26/2026	126,779.61
Professional/Contract Services	**619,836.01**
7 Day Tire LLC	370.00
Agromin	1,018.88
Alta Planning & Design	10,457.60
CA Dept of Justice	377.00
Christopher Reno	9,400.70
Cooperative Personnel Services	1,520.00
County of Ventura	5,820.53
CWH Enterprise Inc	424.50
Data Ticket, Inc.	360.00
EDC-VC	3,100.00
Emmanuel A Mendez	3,519.00
Glenda C Mahon	585.00
Green Globe HVAC Inc	9,237.00
Gregory Kiley	3,000.00
HdL Coren & Cone	2,637.53
Help of Ojai Inc.	4,500.00
Herk Edwards Inc	3,820.16
Hometown Trolley	625.46
Kelly Cleaning & Supplies, Inc.	220.00
Marco Alarcon	900.00
Mark Cranes Tree Inc	29,940.00
Ojai Valley Chamber of Commerce	4,595.00
Owl Towing & Storage, Inc.	600.00
Phoenix Civil Engineering, Inc.	6,938.50
Phoenix Group Info Systems	173.93
Platinum Tow & Transport	487.50
Shane Rilling	200.00
SSD Systems	199.69
Tyco Integrated Security, LLC	897.27
Ventura County Animal Services	27,063.86
Ventura County Auditor-Controller	37.50
Ventura County Library	26,500.00
Ventura County Sheriff's Dept	408,970.12
Willdan Engineering	51,339.28

City of Ojai

Disbursement by Category

Category	Amount
Recreation Classes	**4,330.10**
Firestick Pottery	210.00
Johannes M Pouw	1,936.35
Lucy Walker Grace	845.00
VC Fusion Soccer	1,338.75
Refund and Reimbursements	**1,188.25**
Angelica Sosa	85.00
Stacy Pergson	1,103.25
Software and Subscription	**17,784.05**
AllConnected, Inc.	287.25
GovConnection	17,496.80
Supplies	**46,167.90**
Amazon.com/Sales, Inc	11,315.10
Capital Industrial Medical Supply Co	611.53
Delta Liquid Energy	616.24
Meiners Oaks Hardware	3,373.76
Outdoor Design Studio	233.95
Prudential Overall Supply	255.27
Puretec Industrial Water	146.43
Ready Refresh by Nestle	484.40
Sinclair Sanitary Supply, Inc.	1,946.47
U.S Bank National Association	27,184.75
Utilities	**5,646.01**
Altigen Communications, Inc.	3,655.96
Verizon Wireless	1,990.05
Grand Total	**1,035,509.33**

Warrant Register for the Meeting Date May 26, 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**
Steve Olsen, City Treasurer
Brenda Cho, Finance Director

MEETING DATE: **May 26 2026**

SUBJECT: **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of April 30, 2026**

RECOMMENDATION
Receive and file.

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

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

Cash & Investments	Amounts	Yield %	Interest-to-Date 4/30/2026
Cash in Bank			
MBS Cash	$ 297,528	0.00%	
Wells Fargo Sweep	$ 1,627,700	3.54%	$ 72,442
Wells Fargo Section 125	$ 35,049	0.00%	
Investment Accounts			
LAIF	$27,147,178	3.81%	$ 664,230
MBS Certificate of Deposits	$11,626,232	3.27%	$ 361,911
Total Cash & Investments	**$40,733,687**	**3.62%**	**$ 1,098,583**

Change in Portfolio:

04/2026	$229,510	Deposit – LAIF State of California
04/2026	$2,000,000	Deposit – LAIF State of California

The attached Treasurer's report for the month of April 2026 provides details of the investment plan and the City's cash and investment portfolio.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

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

FISCAL IMPACT

There is no fiscal impact associated with this report.

Prepared by: Brenda Cho, Finance Director

ATTACHMENT(S)

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

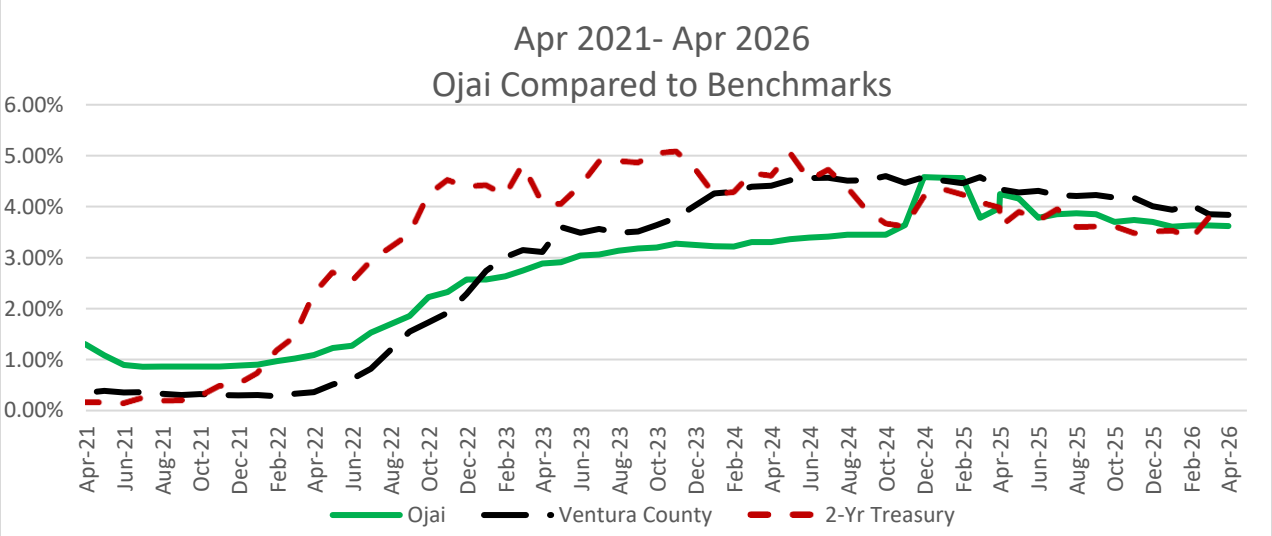
City of Ojai
Treasurer's Report for the Month of April 2026

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

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

Benchmarks

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



The weighted average yield to maturity and the weighted average DTM for the City's investments portfolio on April 30, 2026, were 3.62% and 298 days. By comparison, the weighted average yield to maturity and the weighted average DTM for the County of Ventura portfolio were 3.84% and 300 days, and 2-yr Treasury were 3.88% and 720 days.

Impact of Market Changes on Investment Earnings and Values

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

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

Planned Investment Instruments

- **Certificates of deposit (CDs)** are purchased at par value and earn a constant rate of return throughout the life of the investment, regardless of the current market value of the investment. The CDs are fully insured by the federal government. The CDs may be sold prior to maturity at the current market value, which could result in a realized gain or loss on the sale; however, as the CDs move closer to maturity, the fixed interest rate will generally be higher than comparable investments with the same remaining term. Additionally, the interest earned over the life of the CD will generally offset any potential loss on the sale, thus protecting the City's principal. CDs are primarily subject to interest rate and reinvestment risk (see below).

- **The Local Agency Investment Pool** (LAIF) is a Local Government Investment Pool (LGIP) containing investments allowed by the California Government Code and administered by the California State Treasurer for local agencies to invest idle cash. LAIF funds may be accessed on the day that a withdrawal is requested and earn interest based upon the monthly yield of the pool. Interest is accrued monthly but is paid quarterly. These assets are primarily subject to credit risk (see below).

Credit, Interest Rate, and Reinvestment Risk

- **Credit risk** is the possibility that the deterioration in the underlying creditworthiness of an issuer will adversely affect the value of its outstanding bonds or that a bond issuer will fail to make timely payments of interest or principal on its outstanding bonds (default). A decline in a bond issuer's credit rating, or creditworthiness, may cause prices for its outstanding bonds to decline. Typically, the higher the credit risk, the higher the interest rate on the investment.

- **Interest rate risk** is the possibility that a fixed-rate investment will decline in value because of a rise in interest rates. Whenever investors buy securities that offer a fixed rate of return (such as CDs), they are exposing themselves to interest rate risk. In general, investment prices vary inversely with market interest rates. The change in the price of an investment depends on several factors, including its maturity date. In general, investments with longer maturities are more sensitive to changes in interest rates than investments with shorter maturities.

- **Reinvestment Risk** is the risk that falling interest rates will lead to a decline in cash flow from an investment when its principal and interest payments are reinvested at lower rates. In a declining interest rate environment, investors who have investments maturing face the difficult task of investing the proceeds in instruments with equal or greater interest rates than the matured investment. As a result, they are often forced to purchase securities that do not provide the same

level of income, unless they take on more credit or market risk and buy investments with lower credit ratings.

Changes to the Pooled Cash and Investment Portfolio

Action:	Transaction date, Amount, Description, Maturity Date, Percent Yield		
04/2026	$229,510	Deposit – LAIF State of California	3.81%
04/2026	$2,000,000	Deposit – LAIF State of California	3.81%

Cash and Investment Balances

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

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

CITY OF OJAI
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
April 30, 2026

POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:		PAR VALUE	BOOK/ MARKET VALUE	PERCENT OF CITY CASH	MATURITY	AVERAGE DAYS TO MATURITY	YIELD 365 DAYS EQUIVALENT
Operating Cash							
Checking Accounts							
Wells Fargo	Section 125	35,049	35,049	0.09%		1	0.00%
	Total	35,049	35,049	0.09%			
Money Market							
Wells Fargo (Sweep)	Sweep	1,627,700	1,627,700	4.00%		397	3.54%
MBS (Cash)	Cash	297,528	297,528	0.73%			
	Total Operating Cash	1,925,228	1,925,228	4.73%			
Invested Cash							
Local Government Pools and Certificates of Deposit							
Local Agency Investment Funds	Investment Pool	27,147,178	27,147,178	66.65%		220	3.81%
Certificates of Deposit:							
Connectone Bk Englewood Cliffs	Certificate of Deposit	249,000.00	248,392	0.61%	5/28/2026	28	0.75%
Ally Bk Sandy Utah Ctf Dep	Certificate of Deposit	246,000.00	245,786	0.60%	6/2/2026	33	3.18%
Exchange Bank	Certificate of Deposit	249,000.00	247,932	0.61%	6/17/2026	48	0.59%
UBS Bank Usa	Certificate of Deposit	249,000.00	247,782	0.61%	6/30/2026	61	0.96%
Medallion Bank	Certificate of Deposit	249,000.00	247,740	0.61%	6/30/2026	61	0.85%
Toyota Financial Savings Bank	Certificate of Deposit	248,000.00	246,356	0.61%	7/22/2026	83	1.01%
FIRST TECHNOLOGY FED	Certificate of Deposit	245,000.00	245,164	0.60%	9/25/2026	148	4.05%
QUORUM	Certificate of Deposit	249,000.00	249,271	0.61%	9/30/2026	153	4.15%
NUMERICA CR UN	Certificate of Deposit	249,000.00	249,478	0.61%	9/30/2026	153	4.35%
B1BANK BATON ROUGE	Certificate of Deposit	245,000.00	244,762	0.60%	9/30/2026	153	3.65%
FIRST NATL BK MIDDLE	Certificate of Deposit	245,000.00	244,704	0.60%	9/30/2026	153	3.70%
WINGS FINL CR UN	Certificate of Deposit	245,000.00	245,037	0.60%	10/21/2026	174	4.00%
AMERICAS CR UN	Certificate of Deposit	248,000.00	247,963	0.61%	10/23/2026	176	3.85%
Synchrony Bk	Certificate of Deposit	248,000.00	244,493	0.60%	11/5/2026	189	1.18%
Merrick Bk	Certificate of Deposit	249,000.00	245,058	0.60%	11/30/2026	214	1.24%
Pentagon Federal Cr Un	Certificate of Deposit	249,000.00	244,789	0.60%	12/23/2026	237	1.34%
State Bk India New York N Y	Certificate of Deposit	247,000.00	243,033	0.60%	1/21/2027	266	1.76%
Dogwood St Bk	Certificate of Deposit	249,000.00	244,281	0.60%	1/28/2027	273	1.40%
First Carolina Bk	Certificate of Deposit	249,000.00	244,281	0.60%	1/28/2027	273	1.40%
Amerant Bk Natl Assn Coral Gables Fl Ctf Dep	Certificate of Deposit	248,000.00	243,578	0.60%	2/16/2027	292	1.71%
Cfbank Fairlawn Ohio Ctf Dep	Certificate of Deposit	249,000.00	244,122	0.60%	2/17/2027	293	1.51%
Capital One Bk	Certificate of Deposit	246,000.00	243,127	0.60%	4/6/2027	341	2.77%
Capital One Natl Assn	Certificate of Deposit	246,000.00	243,550	0.60%	4/27/2027	362	3.01%
Lafayette Federal Credit Union	Certificate of Deposit	245,000.00	243,327	0.60%	5/25/2027	390	3.35%
Discover Bk Greenwood Del Ctf Dep	Certificate of Deposit	246,000.00	244,121	0.60%	6/1/2027	397	3.30%
First National BK of America	Certificate of Deposit	249,000.00	251,069	0.62%	7/26/2027	452	4.57%
MORGAN STANLEY BANK	Certificate of Deposit	245,000.00	243,875	0.60%	8/4/2027	461	3.63%
Cobalt Credit Union	Certificate of Deposit	245,000.00	243,956	0.60%	9/15/2027	503	3.68%
DECORAH BANK & TRUST CO.	Certificate of Deposit	249,000.00	246,224	0.60%	9/23/2027	511	3.83%
FIRST FOUNDATION BANK	Certificate of Deposit	244,000.00	246,713	0.61%	11/4/2027	553	4.65%
TRUE SKY FED CR UN OKLA CITY OK SH CTF	Certificate of Deposit	249,000.00	249,665	0.61%	11/8/2027	557	4.10%
Peoples Bk Co Coldwater Ohio	Certificate of Deposit	249,000.00	248,856	0.61%	1/12/2028	622	3.95%
SAN FRANCISCO FED CR UN	Certificate of Deposit	249,000.00	250,738	0.62%	2/3/2028	644	4.34%
LIBERTY FIRST CR UN LINCOLN	Certificate of Deposit	249,000.00	250,765	0.62%	2/3/2028	644	4.35%
Alaska Usa Fed Cr Union	Certificate of Deposit	248,000.00	252,092	0.62%	3/22/2028	692	4.76%
Neighbors FCU	Certificate of Deposit	248,000.00	253,570	0.62%	7/26/2028	818	4.87%
TTCU Fed Credit Union	Certificate of Deposit	248,000.00	253,570	0.62%	7/26/2028	818	4.87%
CUSTOMERS BK	Certificate of Deposit	245,000.00	244,696	0.60%	8/15/2028	838	3.90%
Leaders Credit Union	Certificate of Deposit	248,000.00	253,821	0.62%	8/30/2028	853	4.86%
EMPOWER FED CR UNION SYRACUSE	Certificate of Deposit	248,000.00	254,557	0.63%	9/29/2028	883	4.94%
NICOLET NATL BK GREENBAY WIS CTF DEP	Certificate of Deposit	249,000.00	248,111	0.61%	11/1/2028	916	3.80%
BAXTER CR UN VERNON HILLS ILL SH CTF	Certificate of Deposit	249,000.00	249,909	0.61%	11/22/2028	937	4.10%
City Fed Cr Un Amarillo Texas	Certificate of Deposit	249,000.00	249,000	0.61%	1/12/2029	988	4.00%
Mauch Chunk Trust Company	Certificate of Deposit	248,000.00	250,651	0.62%	2/28/2029	1,035	4.33%
BEAL BK USA LAS VEGAS NEV	Certificate of Deposit	244,000.00	249,202	0.61%	6/6/2029	1,133	4.61%
BALBOA THRIFT & LN	Certificate of Deposit	249,000.00	250,708	0.62%	7/23/2029	1,180	4.21%
SALLIE MAE BK SALT	Certificate of Deposit	244,000.00	246,355	0.61%	7/24/2029	1,181	4.29%
Total Certificates of Deposit		**11,632,000**	**11,626,232**	**28.55%**			
	Total	40,739,455	40,733,687	95.19%		298	(A) 0.0361682
	Total Pooled Operating Cash & Investments	**40,739,455**	**40,733,687**	**100.00%**			
	Total Pooled Cash & Investments	$ 40,739,455	$ 40,733,687	100.00%			

Rate includes 0.12% interest rate + 0.35% earnings credit

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

MINUTES

CITY COUNCIL SPECIAL MEETING

TUESDAY, MAY 12, 2026, 5:00 PM

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

Mayor Gilman called the meeting to order at 5:00 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, Chief Deputy City Clerk Montgomery, and Special Outside Counsel.

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.

PUBLIC HEARING

1. **Appeal Hearing to Uphold or Overturn the Tax Collector's Determination dated April 8, 2025 Enforcing Assessed Transient Occupancy Tax ("TOT") and Penalties from Audit Findings (January 1, 2021 – March 31, 2024) against Cameron Larner business owner of Su Nido Inn, managed by B&W Inns LLC ("Appellant")** ***(Legal Requirement)***

Mayor Gilman and City Attorney Burgess conducted the Public Hearing.

Mayor and Council Members disclosed ex parte communications.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Whitman, to affirm the findings and uphold the Tax Collector's April 8, 2025 hearing determination ("Hearing Determination") that the audit findings concerning the Transient Occupancy Tax ("TOT") for the period of January 1, 2021 to March 31, 2024, less fees and penalties, should be assessed against the Appellant.

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

2. **Appeal Hearing to Uphold or Overturn the Tax Collector's Determination dated April 8, 2025 Enforcing Assessed Transient Occupancy Tax ("TOT") and Penalties from Audit Findings (June 30, 2020 – March 31, 2023) Against Cameron Larner, business owner of Casa Ojai Inn, managed by B&W Inns LLC ("Appellant")** ***(Legal Requirement)***

Mayor Gilman and City Attorney Burgess conducted the Public Hearing.

Mayor and Council Members disclosed ex parte communications.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Whitman, to affirm the findings and uphold the Tax Collector's April 8, 2025 hearing determination ("Hearing Determination") that the audit findings concerning the Transient Occupancy Tax ("TOT") for the period of June 30, 2020 to March 31, 2023, less fees and penalties, should be assessed against the Appellant.

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

ADJOURNMENT

Mayor Gilman adjourned the meeting at 8:30 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

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

Mayor Gilman called the meeting to order at 8:30 p.m., following (as noticed) conclusion of the May 12, 2026, Special Meeting of City Council.

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, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

Agenda Items No. 6, 7, 9, and 11 were continued to a future agenda.
ACTION: Unanimous Consent reached through the Mayor, to approve the agenda as amended.

COMMISSION REPORTS

None

CITY MANAGER'S REPORT

City Manager Harvey introduced Public Works Director Palmer, who provided an oral report related to paving and speed humps.

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.

2. **Minutes - Planning Commission**
   RECOMMENDATION: Receive and file.

3. **City of Ojai Warrants for April 13, 2026 - April 26, 2026**
   RECOMMENDATION: Receive and file.

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).

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).

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.

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.

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.

Council Member Whitman pulled Item 5 for discussion.

Council Member Lang pulled Items 4 and 8 for discussion

MOTION: It was moved by Mayor Gilman, seconded by Council Member Lang, to approve Items 1, 2, and 3.

The motion carried unanimously.

MOTION: It was moved by Council Member Lang, seconded by Mayor Gilman, to approve Item 4.

The motion carried unanimously.

MOTION: It was moved by Council Member Lang, seconded by Council Member Rule, to approve Item 5.

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

MOTION: It was moved by Mayor Gilman, seconded by Council Member Rule, to approve Item 8

The motion carried 4-1 (Council Member Lang dissenting).

Items 6 and 7 were continued to a future agenda.

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.

Item 9 was continued to a future agenda.

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.

MOTION: It was moved by Mayor Gilman, seconded by Council Member Rule, to direct staff to prepare paperwork for conveyance of the Montgomery Street property to Habitat for Humanity, provide direction to the City Attorney's Office to initiate the Surplus

Land Act process, and to direct staff to return with a proposal for an ad hoc committee to establish a Community Land Trust separate from the Habitat for Humanity project.

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

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.

Item 11 was continued to a future agenda.

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS
Council Members Whitman and Lang, and Mayor Gilman, requested a future agenda item regarding a second home tax concept review.

ADJOURNMENT
Mayor Gilman adjourned the meeting at 10:40 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

CITY COUNCIL SPECIAL MEETING

WEDNESDAY, MAY 13, 2026, 2:30 PM

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

AGENDA UPDATED TO REMOVE ADDITIONAL MEETING LOCATION AND TO REFLECT ALL COUNCIL MEMBERS WILL ATTEND IN PERSON IN THE KENT HALL COUNCIL CHAMBERS (I.E., NO COUNCIL MEMBER WILL ATTEND VIA TELECONFERENCE)

NO AGENDA ITEMS WERE MODIFIED BY THIS UPDATE

~~**ADDITIONAL MEETING LOCATION - 300 EXPLANADE DRIVE SUITE 250 - TO ACCOMODATE COUNCIL MEMBER WHITMAN WHO IS ATTENDING THE MEETING VIA TELECONFERENCE**~~

Mayor Gilman called the meeting to order at 2:40 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, Special Outside Counsel Millhouse, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

ACTION: Unanimous Consent reached through the Mayor, to approve the agenda.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Gov. Code § 54956.9)**

Name of case: Leslie Rule v. City of Ojai, Ventura County Superior Court Case No. 2025CUPT055697

CITY ATTORNEY'S REPORT OUT OF CLOSED SESSION

Special Counsel Millhouse stated there were no reportable actions.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 3:45 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

Administrative Report

TO: **Honorable City Council**

FROM: **Weston Montgomery, Chief Deputy City Clerk**

MEETING DATE: **May 26, 2026**

SUBJECT: **Confirm Reappointments to Fill Term-Ending Vacancies on City Commissions**

RECOMMENDATION

Confirm nomination of commission reappointments: Gina McHatton, Historic Preservation Commission; Craig Walker, Historic Preservation Commission; Carolyn Wagner, Arts Commission (terms ending May 2030).

DISCUSSION

The Municipal Code established for each of the City Council's advisory commissions places the month of May as the term-ending month for commission seats. This year, for May 2026, there are 7 seats with term endings.

City staff conducted a poll with a reappointment request form and 6 out of the 7 commissioners have filed an application for reappointment. The remaining seat, Arts Commission - Commissioner Grau, concluded to not run for another term. That seat will be up for a regular vacancy filling, not a reappointment.

During this time, the City's Commissions and Vacancies webpage has noticed the upcoming vacancies due to term endings. 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.

As assigned in the Municipal Code, the City Clerk's Office provided the rotating Council Member involved in each Nominating Committee. Then, the City Clerk's Office provided communication and instruction to the City Council and Commission Chairs/Vice Chairs, so they may determine if their unanimous nomination would be to reappoint the interested commissioner or pursue a regular vacancy filling process.

At time of this report, 3 nominations for reappointment exist for Council confirmation. The remainder of the reappointment nominations will occur on the next City Council agenda.

1. **Gina McHatton – Historic Preservation Commission**
    - Council Member Lang served in Nominating Committee.
    - Appointment to fill four-year term. Term ending May 2030.

2. **Craig Walker – Historic Preservation Commission**
    - Council Member Rule served in Nominating Committee.
    - Appointment to fill four-year term. Term ending May 2030.

3. **Carolyn Wagner – Arts Commission**
    - Mayor Pro Tem Mang served in Nominating Committee.
    - Appointment to fill four-year term. Term ending May 2030.

If the City Council rejects these reappointments, 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 Reappointment Request Forms – May 2026

Received City of Ojai

APR 09 2026

City Clerk

REQUEST FOR REAPPOINTMENT

I currently serve on the following Commission/Committee/Board (marked below):

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

☑ My term is expiring and I would like to be considered for reappointment.

☐ My term is expiring; I am not interested in being reappointed.

Name: Gina McHatton Date: 4/9/26

[redacted]

You may attach any additional information you wish to support your request for reappointment.

Signature

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

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

City Clerk

APR 09 2026

Received City of Ojai

REQUEST FOR REAPPOINTMENT

I currently serve on the following Commission/Committee/Board (marked below):

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

☒ My term is expiring and I would like to be considered for reappointment.

☐ My term is expiring; I am not interested in being reappointed.

Name: CRAIG WALKER Date: 4/9/26

[redacted]

You may attach any additional information you wish to support your request for reappointment.

Craig Walker
Signature

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

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

Received City of Ojai

MAY 06 2026

City Clerk

REQUEST FOR REAPPOINTMENT

I currently serve on the following Commission/Committee/Board (marked below):

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

☒ My term is expiring and I would like to be considered for reappointment.

☐ My term is expiring; I am not interested in being reappointed.

Name: Carolyn Wagner Date: May 1, 2026

[redacted]

You may attach any additional information you wish to support your request for reappointment.

Carolyn Wagner

Signature

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

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

Administrative Report

TO: **Honorable City Council**

FROM: **Weston Montgomery, Chief Deputy City Clerk**

MEETING DATE: **May 26, 2026**

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

RECOMMENDATION

Confirm nomination of applicant Jim McEachen as Public Safety Commissioner to fill an inaugural vacancy (four-year 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 Whitman 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. **Jim McEachen** (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 – J. McEachen

APPLICATION FOR APPOINTMENT

Please indicate your interest(s) below:

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

Name: Jim McEachen Date: 4-17-26

[redacted]

Employer: Self-employed, semi-retired Business Phone: _____

Business Address: same as home

Type of Business: Film Production

Education: Bachelor of Arts from UCLA

Number of years as an Ojai Valley resident: 22

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

List civic activities, clubs and associations, etc..

President of the Ojai Film Society 2010-2014

Ojai Youth Foundation 2006-2008 (not sure about these dates)

Founder of the Ojai Playhouse Foundation created a vision for future of Ojai Playhouse

Additional information, qualifications and/or references:

Fred Bysshe, Bret Bradigan

Was invited to apply by City Manager, Ben Harvey.

(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.

Signature

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

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

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **May 26, 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 increase the not-to-exceed amount for FY 25-26 by $15,000; and
2. Authorize the City Manager to issue a Request for Proposal (RFP) for trolley detailing services for FY 26-27.

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 February 2026, Transit expanded service to 5 trolleys. This increased service level has resulted in higher-than-anticipated detailing needs, driving the additional cost request.

In addition to the amendment, staff recommends that the City Manager be authorized to issue a Request for Proposals (RFP) for vehicle detailing services for FY26-27. The RFP process will allow the City to evaluate competitive pricing and service options for future year needs.

Therefore, staff recommends amending the agreement with Pristine Auto to increase the not-to-exceed amount for FY25-26 to $65,000 and authorizing the City Manager to issue an RFP for vehicle detailing services for FY26-27.

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 increase in FY 25-26 are available in this year's budget. Expenditures for FY26-27 will be determined through the RFP process and brough forward for consideration as part of the contract award.

Prepared by: Lindy Palmer, Public Works Director and Norma Cervantes, Assistant to the City Manager

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 is it 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 **ATTN:** Carl Alameda, Assistant City Manager Email: carl.alameda@ojai.ca.gov	Pristine Auto Detailing 411 Grand Avenue, Box B Ojai, CA 93023 **ATTN:** 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

Carl Alameda, Acting City Manager

CONTRACTOR

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): Preform 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): Preform 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.

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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

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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

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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

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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 26, 2026.

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 due 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. 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 $90,000, broken down as follows by fiscal year:

FY 24/25: $25,000

FY 25/26: $65,000

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

_____

Emannuel Mendez, Owner

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **May 26, 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 councilmember 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 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 turn-out 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 three councilmember positions and the mayoral position 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 (1) whether Section 34873 may be used to repeal or amend an ordinance adopted under Government Code Section 34886 and (2) whether such an ordinance repealing or amending an ordinance adopted under Government Code Section 34886 results in an immediate reversion to the prior voting system are both untested areas of California law. There is a reasonable argument that Section 34873 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 given the uncertain status of the California Voting Rights Act at this time.

In order to affect the November 2026 election, an ordinance repealing or amending Ordinance No. 988 or an ordinance approving a ballot measure would have to be introduced on first reading no later than the City Council meeting scheduled for June 9, 2026, and approved on second and final reading no later than June 23, 2026, because ordinances must be adopted at a regular City Council meeting except under very limited circumstances. If Council does adopt an ordinance relating to at-large voting, because it relates 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

Attachment A – Elections Calendar

Michelle Ascencion
Clerk-Recorder & Registrar of Voters
Statewide General Election Calendar
November 3, 2026

May 15, 2026 E-172	Last day to file petitions regarding measures and/or initiatives.
June 8 E-148	Governor's Proclamation of the Statewide General election.
June 29 E-127	Last day to request consolidation by delivering resolution for cities, schools, and special districts for offices to be filled, including ballot text for all initiative measures including County initiatives. **NOTE:** Resolutions requesting consolidation for measures received after **June 29** may have shortened and/or no Argument/Rebuttal periods. Last day to submit a redistricting resolution with map in consolidation of the election. Ballot title and summary, tax rate statement, and full text of measure due to County Elections Office.
June 30 to **July 15** E-126 – E-111	Measures to County Counsel (or City Attorney) to prepare Impartial Analysis.
July 13 E-113 (estimated)	Publication of Notice of Election and Ballot Label of Measures with dates of Arguments/Rebuttals. Public examinations open for 10 days immediately upon receipt of documents.
July 13 to **August 7** E-113 – E-88	Nomination Period – All Candidates
July 17 to **July 26** E-109 – E-100	Argument filing period. Public exam **July 27 through August 5.**
July 27 to **August 5** E-99 – E-90	Rebuttal filing period. Public exam **August 6 through August 15.**
August 7 E-88	Declaration of Candidacy and Nomination Period ends at 5 p.m.
August 8 to **August 12** E-87 – E-83	Extension of nomination period if eligible incumbent does not file.

If a date falls on a holiday; the date is not extended. The Ventura County Elections Division will be closed.

August 13 E-82	Random alpha drawing for names appearing on the ballot.
August 21 E-74	County Voter Information Guide pages to printers.
September 7 to **October 20** E-57 – E-14	Write-in candidate filing period.
September 24 to **October 13** E-40 – E-21	Mail County Voter Information Guides to voters.
October 5 to **October 27** E-29 – E-7	Vote By Mail ballots are available.
October 19 E-15	Last day to register to vote. On-line registration will be available at registertovote.ca.gov
October 24 to **November 2** E-10 – E-1	Early Voting Days. Vote Centers open **9 a.m. – 5 p.m.**
November 3 **Election Day!**	Election Day. Vote Centers open **7 a.m. to 8:00 p.m**.
November 5 E+ 2	Official Canvass begins.
November 25 to **December 3** E+ 22 – E+30	Completion of Official Canvass.

Revised 4/24/26

If a date falls on a holiday; the date is not extended. Ventura County Elections Division will be closed.

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **May 26, 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 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 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 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 (PMD 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 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 would be through Proposition 218 process and would require a notice to all property owners in the district, hold a public hearing and would require the approval from a majority of property owners to increase in assessments. This is a lengthy process and would require significant time, resources and community outreach; therefore, this would be a recommendation for next fiscal year or the following.

Plaza Maintenance District No. 2

Over the years, PMD No. 2 has maintained a fund balance which enabled the City to allocate resources for capital projects. Notably, this reserve allowed for the completion of a much-needed parking lot paving project, completed in December 2025. The last time the PMD No. 2 assessment rate was increased was 2012 using a Prop. 218 ballot process, where voters approved a 5% adjustment per year over five years with the final adjustment ending in the fifth year, FY16/17. 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 and the City's consultant thoroughly evaluated the revenue and expenditures associated with PMD No. 2. Based on this analysis, the recommendation is to reduce the assessment rate in PMD No. 2 from the maximum rate of $0.41 per assessment unit to $0.33 per assessment unit.

It is important to note that the maximum assessment rate was applied to each parcel over the past several years without any reductions, resulting in an existing reserve that may

continue to be used for future capital improvements. Additionally, the city is restricted from increasing the assessment beyond the established maximum ($0.41 per assessment unit) without conducting a Proposition 218 vote. With this current proposed reduction, the City will retain the ability to increase the assessment back to its original maximum assessment rate of $0.41 per assessment unit *without* an additional balloting process.

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 is 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 $46,236 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 PMD No. 2. If the City should choose not to approve the Landscaping and Lighting 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 26th 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 26, 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 Landscapeing 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 26th 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 26, 2026 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT D

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 26, 2026

Public Hearing: June 9, 2026

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WILLDAN

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 the1972 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:

Street Front Footage ***X*** ***Zone Assessment Rate (Street Lighting Improvements)*** **=** ***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:

Street Front Footage ***X*** ***Zone Assessment Rate (Street Lighting Improvements)*** **=** ***Parcel's Street Lighting Assessment***

Street Front Footage ***X*** ***Zone Assessment Rate (Sidewalk Improvements)*** **=** ***Parcel's Sidewalk Assessment***

Parcel's Street Lighting Assessment **+** ***Parcel's Sidewalk Assessment*** **+** ***Parcel's Street Tree Maintenance Fee*** **=** ***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

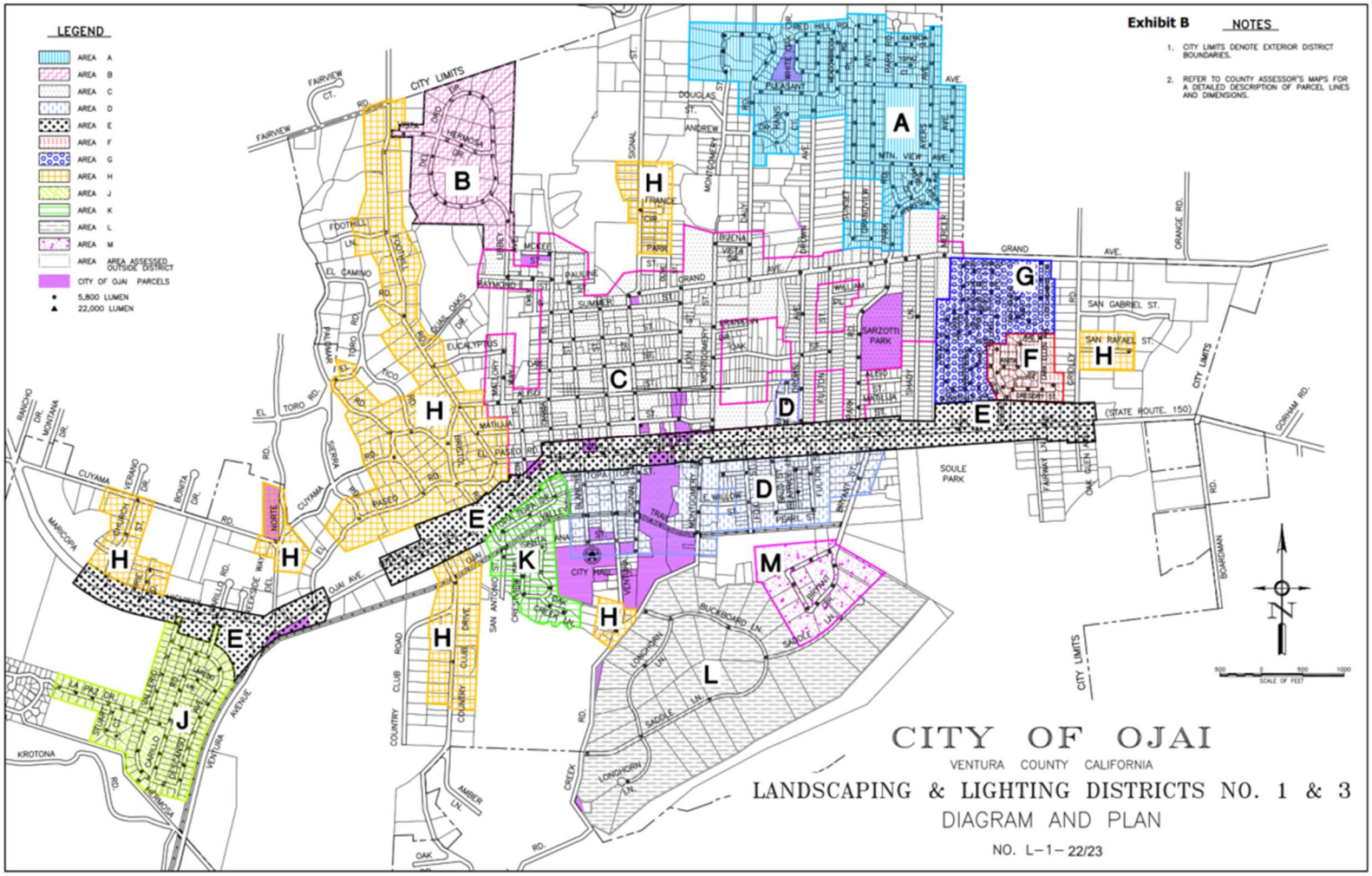
CITY OF OJAI FY2026/2027 BUDGET	LLD 1	LLD 3	PMD 2
ESTIMATED DIRECT COSTS			
General Parts & Supplies	$0.00	$0.00	$10,000.00
Public Works Staff Time	$0.00	$0.00	$60,000.00
Contract Services - Janitorial & Pest Control	$0.00	$0.00	$6,000.00
Professional Services - Preparation of Engineers Report	$4,000.00	$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 June 30, 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.


LEGEND
AREA A
AREA B
AREA C
AREA D
AREA E
AREA F
AREA G
AREA H
AREA J
AREA K
AREA L
AREA M
AREA AREA ASSESSED OUTSIDE DISTRICT
CITY OF OJAI PARCELS
5,800 LUMEN
22,000 LUMEN
Exhibit B
NOTES
1. CITY LIMITS DENOTE EXTERIOR DISTRICT BOUNDARIES.
2. REFER TO COUNTY ASSESSOR'S MAPS FOR A DETAILED DESCRIPTION OF PARCEL LINES AND DIMENSIONS.
CITY OF OJAI
VENTURA COUNTY CALIFORNIA
LANDSCAPING & LIGHTING DISTRICTS NO. 1 & 3
DIAGRAM AND PLAN
NO. L-1- 22/23

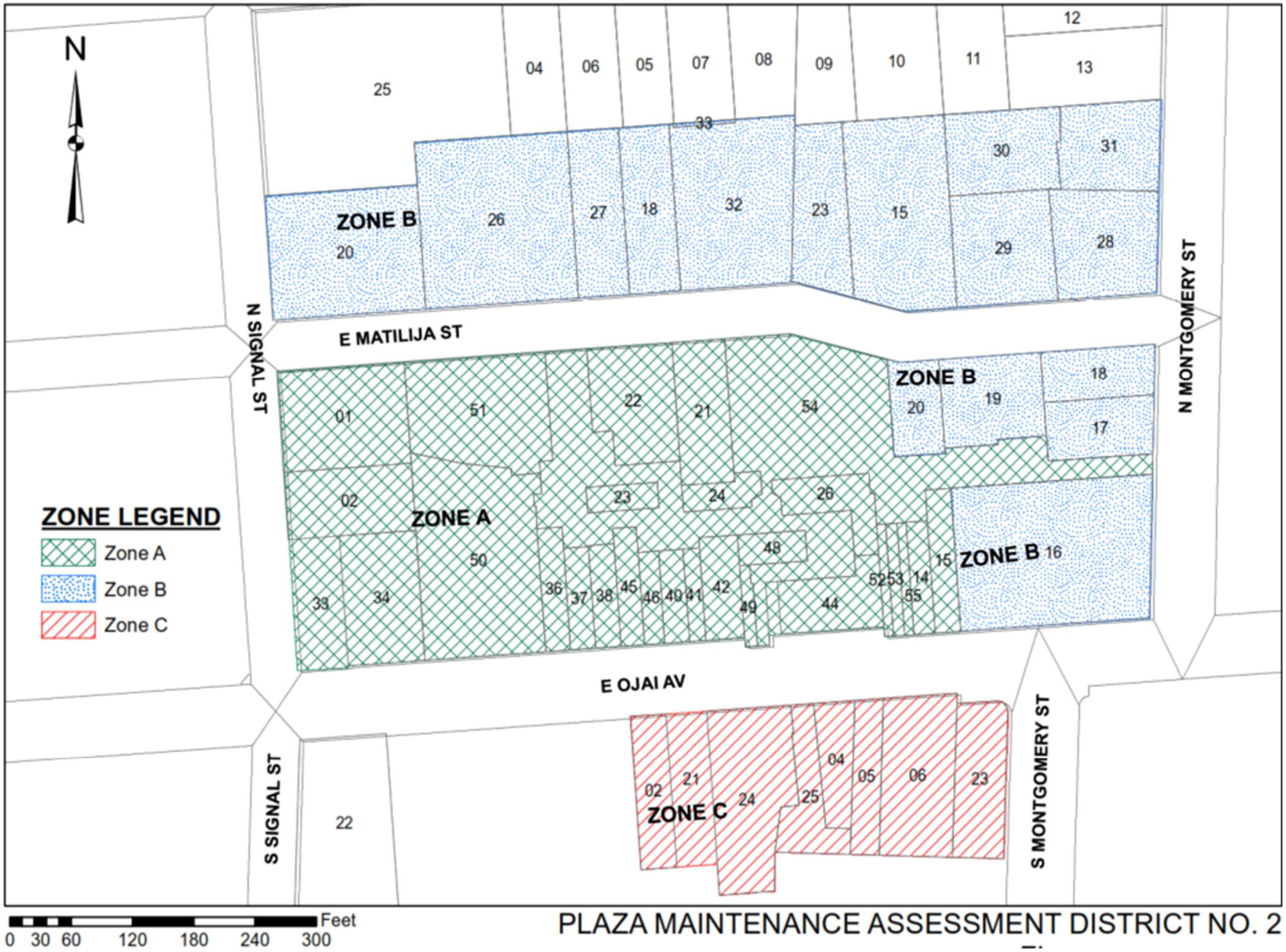

N
ZONE LEGEND
Zone A
Zone B
Zone C
ZONE A
ZONE B
ZONE C
E MATILIJA ST
E OJAI AV
N SIGNAL ST
S SIGNAL ST
N MONTGOMERY ST
S MONTGOMERY ST
0 30 60 120 180 240 300 Feet
PLAZA MAINTENANCE ASSESSMENT DISTRICT NO. 2

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**
Lindy Palmer, Public Works Director

MEETING DATE: **May 26, 2026**

SUBJECT: **Five-Year Proposed Capital Improvement Program *(City Council Direction)***

RECOMMENDATION

Receive a presentation on the current and proposed Capital Improvement Program and provide feedback and direction to be incorporated in the FY26/27 approved budget.

DISCUSSION

Each year the City of Ojai develops a five-year comprehensive Capital Improvement Program (CIP) setting forth projects for streets, parks, climate, facilities, stormwater and transit. Projects in the CIP are prioritized with consideration given to health and safety, City Council goals and priorities, asset preservation, regulatory requirements and new or expanded services while also considering available funding and staff workload capacity.

The first year of the CIP is the basis of the Capital Improvement Program Budget for FY26/27. Routine operations and maintenance costs are included in the City's operating budget. Projects are included in the CIP when, taken as a whole, the projects build, add to, improve or extend the useful life of a capital asset owned or paid for by the City and are of a significant dollar value. CIP projects typically have a total project cost in excess of $50,000 and are not routine maintenance items.

Year 1 (FY26/27) of the five-year CIP includes 14 projects totaling approximately $14 million and Years 2-5 (FY27/28 through FY 30/31) include projects totaling approximately $24 million.

The table below summarizes the programming of project funds by category for Years 1-5:

Category	1-Year Plan	
	No. of Projects	Cost
Streets (incl. ATP& concrete)	5	$3,600,000
Parks	4	$1,100,000
Climate	1	$1,000,000
Facilities	1	$8,000,000
Stormwater	2	$250,000
Transit	1	$75,000
Total	**14**	**$14,025,000**

Many of the CIP projects for next fiscal year will be funded by Measure "C" (the City's transient occupancy tax - TOT) which is estimated to provide approximately $4 million in funding in the proposed budget with the remainder being funded through external grant funding sources. Measure "C" will continue to assist the City in making consistent and steady progress on maintenance projects (including paving and infrastructure) as well as new projects.

For this CIP budget presentation, staff will present an overview of completed projects, in progress projects, and upcoming projects in Year 1 (FY26/27 budget). Staff recommends that the City Council discuss the proposed draft five-year CIP and provide feedback to staff. Once adopted, the final version will be included in the City's adopted FY 26/27 budget.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 3 - Arts, Culture and Recreation Funding
Goal No. 4 - Infrastructure Maintenance and Improvement
Goal No. 5 - Public Safety
Goal No. 7 - Climate Resiliency

OPTIONS

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

FISCAL IMPACT

Costs associated with the adopted five-year CIP will be included in the Proposed FY 26/27 Budget document.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)

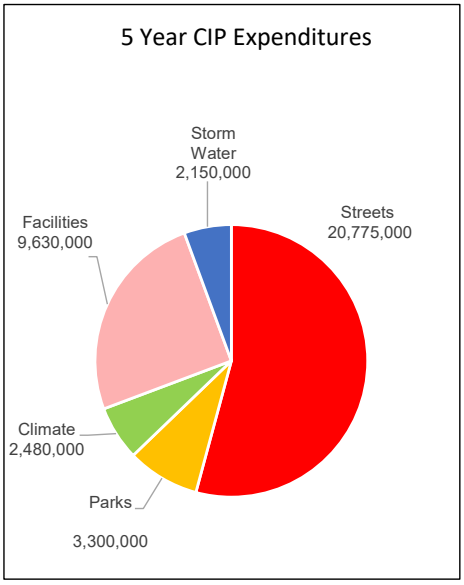
A. Draft Five-Year CIP

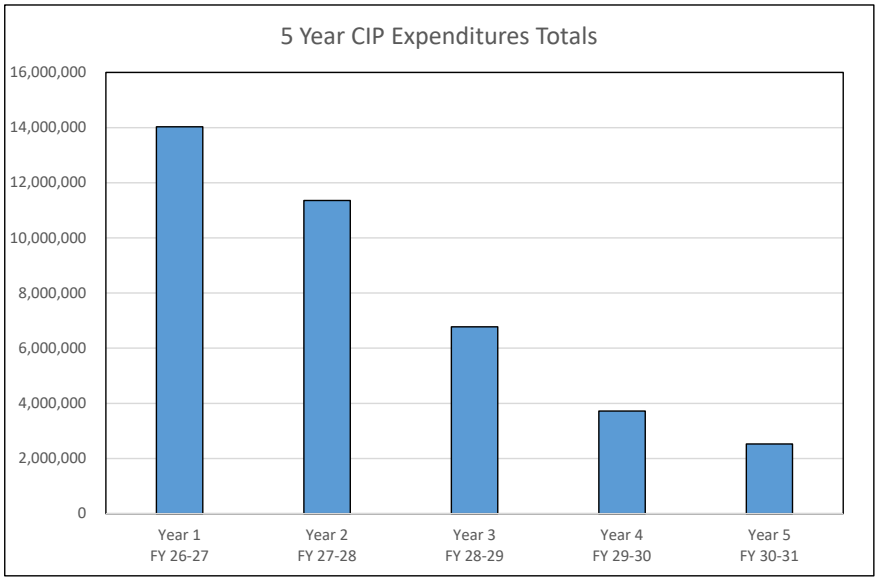
ATTACHMENT A

City of Ojai Capital Improvement Program

Summary - Expenditures & Revenue

5-Year Expenditures							
Category	**Year 1 FY 26-27**	**Year 2 FY 27-28**	**Year 3 FY 28-29**	**Year 4 FY 29-30**	**Year 5 FY 30-31**	**5 Year Total**	**% of Total**
Streets	3,600,000	8,475,000	4,800,000	2,950,000	950,000	20,775,000	54%
Parks	1,100,000	900,000	300,000	-	1,000,000	3,300,000	9%
Climate	1,000,000	1,180,000	100,000	100,000	100,000	2,480,000	6%
Facilities	8,000,000	330,000	1,100,000	200,000	0	9,630,000	25%
Storm Water	250,000	475,000	475,000	475,000	475,000	2,150,000	6%
Transit	75,000	-	-	-	-	75,000	0%
Total Cost	14,025,000	11,360,000	6,775,000	3,725,000	2,525,000	38,410,000	100%





Year 1 Revenue				
Category	**General Fund**	**Measure C**	**Other**	**Total**
Streets	-	2,600,000	1,000,000	3,600,000
Parks	-	350,000	750,000	1,100,000
Climate	-	1,000,000	-	1,000,000
Facilities	-	-	8,000,000	8,000,000
Storm Water	-	250,000	-	250,000
Transit	-	-	75,000	75,000
Revenue Total	-	4,200,000	9,825,000	14,025,000

City of Ojai Capital Improvement Program

Summary - Cost by Project

STREETS **City Council Goals:** **Infrastructure & Improvement** **Public Safety**		Approved CIP FY 25-26	Year 1 FY 26-27 (Proposed)	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31	Total Project Cost	Funding Source FY 26/27				
									General Fund	Measure C	SB1 (RMRA)	CMAQ	Total
ST-3006	Street Rehabilitation 2025 (FY 25-26) PMP Year 2	4,500,000	-	-	-	-	-	4,500,000					-
ST-3007	Street Rehabilitation 2026 (FY (26-27) PMP Year 3	250,000	2,500,000	-	-	-	-	2,750,000	-	2,100,000	400,000		2,500,000
ST-3008	Street Rehabilitation 2027 (FY 27-28) PMP Year 4		250,000	2,000,000	-	-	-	2,250,000	-	250,000			250,000
ST-3011	Street Rehabilitation 2028 (FY 28-29) PMP Year 5		-	250,000	2,000,000	-	-	2,250,000	-	-			-
ST-3017	Street Rehabilitation 2029 (FY 29-30) PMP Year 1				350,000	2,000,000	-	2,350,000		-			-
ST-3048	ATP - (Phase II Ojai Ave)	3,000,000	600,000	4,925,000	-	-	-	8,525,000	-	-		600,000	600,000
ST-3061	Miscellaneous Concrete & Sidewalk Repairs	200,000	150,000	300,000	300,000	300,000	300,000	1,550,000	-	150,000			150,000
ST-3016	Rapid Flashing Beacons - Crosswalks	100,000						100,000					
ST-XXXX (New)	Sidewalk Construction - Ojai Ave (Between Camarco & Capri Hotel)		-	200,000				200,000		-			-
ST-XXXX (New)	Speed Hump Installation		100,000	150,000	150,000	150,000	150,000	700,000		100,000			100,000
ST-XXXX (New)	Feasibility Study for Pedestrian Safety Improvements: Arbolada		-	50,000	500,000	-	-	550,000					-
	Streets Subtotal	8,050,000	3,600,000	7,875,000	3,300,000	2,450,000	450,000	25,725,000	-	2,600,000	400,000	600,000	3,600,000
Parking Lots													
ST-3050	Libbey Park - East of Fountain	-	-	-	-	250,000	-	250,000	-	-			-
ST-3032	Libbey Park - Lower Tennis Courts	-	-	-	-	-		-	-	-			-
ST-3055	Sarzotti Park - South & West Lot	-	-	400,000	-	-	-	400,000	-	-			-
ST-3056	Sarzotti Park - North Lot	-	-		300,000	-	-	300,000	-	-			-
ST-3035	Skate Park - Park and Ride Montgomery	-	-	-	300,000	-	-	300,000	-	-			-
ST-3058	Rotary Park	-	-	-	-		200,000	200,000	-	-			-
ST-3053	City Hall (Dirt Lot)	-	-	-	-	-	200,000	200,000	-	-			-
ST-3057	Public Works Yard - Upper Parking Lots	-	-	-	200,000	-	-	200,000	-	-			-
ST-3036	Public Works Yard - Middle Parking Lots	-	-		500,000	-	-	500,000	-	-			-
ST-3034	Police Department	-	-	-	200,000	-	-	200,000	-	-			-
ST-3051	Matillja/Aliso (Farmers Market)	-	-	-	-	250,000		250,000	-	-			-
ST-3054	Signal Street Leased Lot (Adjacent to PO)	-	-	-	-	-	100,000	100,000	-	-			-
ST-3060	Cemetery	-	-	200,000	-	-	-	200,000	-	-			-
ST-XXXX (New)	Museum	-	-	-	-	-	-	-		-			-
	Parking Lots Subtotal	-	-	600,000	1,500,000	500,000	500,000	3,100,000	-	-	-	-	-
	STREETS TOTAL	8,050,000	3,600,000	8,475,000	4,800,000	2,950,000	950,000	28,825,000	-	2,600,000	400,000	600,000	3,600,000
Completed Projects													
ST-3031	Downtown & Arcade Parking Lot	481,654						481,654					
	Completed Total	481,654	-	-	-	-	-	481,654					

PARKS **City Council Goals:** **Arts, Culture, and Recreation Funding** **Infrastructure Maintenance and Improvement**		Approved CIP FY 25-26	Year 1 FY 26-27 (Proposed)	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31	Total Project Cost	Funding Source FY 26/27				
									General Fund	Measure C	State Parks		Total
PK-3061	Libbey Park - Remodel Restrooms		250,000	500,000	-	-	-	750,000	-	250,000			250,000
PK-3067	Libbey Park - Repave Asphalt Walkway & Sidewalk Improvements				300,000	-		300,000	-	-			-
PK-3013	Sarzotti Park - New Playground	200,000	650,000		-	-	-	850,000	-	-	650,000		650,000
PK-3043	Sarzotti Park - Construct Half Basketball Court		-	200,000	-	-	-	200,000	-	-			-
PK-3065	Sarzotti Park - Walking Path & Outdoor Workout Stations	50,000	100,000					150,000	-	-	100,000		100,000
PK-3066	City Hall - Pickleball Sound Wall	250,000						250,000					
PK-XXXX (New)	Splash Pad Concept Design - Location TBD							-					-
PK-XXXX (New)	City Hall Campus - Green Coalition Master Plan			200,000		-	1,000,000	1,200,000					-
PK-XXXX (New)	Cluff Vista Park - Improvements		100,000					100,000		100,000			100,000
	PARKS TOTAL	500,000	1,100,000	900,000	300,000	-	1,000,000	3,800,000	-	350,000	750,000	-	1,100,000

CLIMATE **City Council Goals:** **Wildfire Safety Risk Mitigation** **Climate Resiliency**		Approved CIP FY 25-26	Year 1 FY 26-27 (Proposed)	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31	Total Project Cost	Funding Source FY 26/27				
									General Fund	Measure C			Total
ER-3037	Citywide Energy Modernization Program (Climatec Phase I)	500,000	1,000,000	500,000						1,000,000			1,000,000
ER-3020	City Hall - Electric HVAC	100,000	-	-	-	-	-	100,000	-	-			-
ER-3068	Sarzotti Campus - Eletrification - Clean Power Alliance	250,000		-	-	-	-	250,000	-	-			-
ER-3024	Sarzotti Campus - Electric Vehicle Charging Station	60,000		-	-	-	-	60,000					-
ER-3022	Libbey Park - Electric Vehicle Charging Station	60,000	-	80,000	-	-	-	140,000	-	-			-
ER-3073	Street Tree Planting	-	-	100,000	100,000	100,000	100,000	400,000		-			-
ER-3021	Charging Station for Electric Trolley	-	-	500,000	-	-	-	500,000	-	-			-
	CLIMATE TOTAL	970,000	1,000,000	1,180,000	100,000	100,000	100,000	1,450,000	-	1,000,000	-	-	1,000,000
Completed Projects													
ER-3073	Street Tree Planting	77,610	-	-	-	-	-	77,610					
ER-3070	Police Department - Electric HVAC	16,223						16,223					
	Completed Total	93,833	-	-	-	-	-	93,833					

FACILITIES **City Council Goals:** **Affordable Housing** **Infrastructure Maintenance and Improvement** **Public Safety**		Approved CIP FY 25-26	Year 1 FY 26-27 (Proposed)	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31	Total Project Cost	Funding Source FY 26/27				
									General Fund	Measure C	ERAF		Total
CF-3072	City Hall - Exterior Improvement Near Pickleball Courts	-	-	-	200,000	-	-	200,000	-	-			-
CF-3089	City Hall - Remodel Restrooms	-	-					-	-	-			-
CF-3088	Kent Hall - Kitchen Remodel	-			50,000			50,000					-
CF-3028	Public Works Lower Yard - Trash Enclosure Roof	-		200,000	-	-	-	200,000	-	-			-
CF-3075	Public Works Lower Yard - Metal Roofs for Equipment Bays	100,000	-	100,000	-	-	-	200,000	-	-			-
CF-3040	Public Works Lower Yard - Rollup Door Upgrade for Equipment Bays		-	30,000	-	-	-	30,000	-	-			-
CF-3018	Public Works Admin Building - Paint Exterior		-	-	-	-	-	-	-	-			-
CF-3019	Public Works Crew Building - Exterior		-	-	-	-	-	-	-	-			-
CF-3086	Public Works Crew Building - New Roof				50,000			50,000	-	-			-
CF-3030	Arcade - Roof		-	-	-	200,000	-	200,000	-	-			-
CF-3063	Sarzotti Campus - Boyd Center Roof			-	400,000	-	-	400,000					-
CF-3065	Sarzotti Campus - Martin Gym Roof			-	400,000	-	-	400,000	-	-			-
CF-3049**	Construction of Ojai Permanent Supportive Housing Project	1,500,000	8,000,000		-	-	-	9,500,000			8,000,000	-	8,000,000
CF-XXXX (New)	Arcade - Pergola Archway and Pillars (South of Ojai Ave)		-					-		-			-
CF-XXXX (New)	City Hall - Interior Improvements	-	-	200,000	-	-	-	200,000		-			-
CF-XXXX (New)	City Hall - Roof Repairs		-					-		-			-
CF-XXXX (New)	City Hall - Security Fencing							-					-
CF-XXXX (New)	Kent Hall - Construct Ramp	-	-	100,000	-			100,000					-
CF-XXXX (New)	Museum - Entrance/Stucco Wall Repair		-					-		-			-
CF-XXXX (New)	Emergency Siren System												-
	FACILITIES TOTAL	1,600,000	8,000,000	330,000	1,100,000	200,000	-	1,730,000	-	-	8,000,000	-	8,000,000
Completed Projects													
CF-3085	Public Works Upper Yard - Entrance Gate Repair	11,500	-	-	-	-	-	11,500					
CF-3025	Oak Tree House - Roof	6,425	-	-	-	-	-	6,425					
CF-3073	Museum - Chapel Roof	56,000	-	-	-	-	-	56,000					
CF-3040	Public Works Lower Yard - Rollup Door Upgrade for Equipment Bays	20,000						20,000					
Misc.	Martin Gym Remediation	5,000						5,000					
	Completed Total	98,925	-	-	-	-	-	98,925					

STORMWATER City Council Goals: Infrastructure Maintenance and Improvement Public Safety		Approved CIP FY 25-26	Year 1 FY 26-27 (Proposed)	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31	Total Project Cost	Funding Source FY 26/27				
									General Fund	Measure C			Total
SW-3038	Storm Drain Video Inspection		50,000	50,000	50,000	50,000	50,000	250,000	-	50,000			50,000
SW-3039	Trash Excluders	25,000	-	25,000	25,000	25,000	25,000	125,000	-	-			-
SW-3080	Storm Drain Improvements/Repairs	400,000	200,000	400,000	400,000	400,000	400,000	2,200,000	-	200,000			200,000
	STORMWATER TOTAL	425,000	250,000	475,000	475,000	475,000	475,000	2,575,000	-	250,000	-	-	250,000
Completed Projects													
SW-3038	Storm Drain Video Inspection	53,000	-	-	-	-	-	53,000					
	Completed Total	53,000	-	-	-	-	-	53,000					

TRANSIT City Council Goals: Infrastructure Maintenance and Improvement Diversifying Economy/Tourism Management		Approved CIP FY 25-26	Year 1 FY 26-27 (Proposed)	Year 2 FY 27-28	Year 3 FY 28-29	Year 4 FY 29-30	Year 5 FY 30-31	Total Project Cost	Funding Source FY 26/27				
									General Fund	Measure C	CMAQ	Transit Fund	Total
TR-3044	Trolley Stop Shelter (996 Ojai Ave)	-	75,000		-	-	-	75,000		-	66,800	8,200	75,000
	TRANSIT TOTAL	-	75,000	-	-	-	-	75,000	-	-	66,800	8,200	75,000

Completed Projects Total	727,412											
In progress Projects Total	11,545,000											
Grand Total	12,272,412	14,025,000	11,360,000	6,775,000	3,725,000	2,525,000	38,455,000	-	4,200,000	9,216,800	608,200	14,025,000

** The figures shown in FY25/26 and FY26/27 illustrate the work effort rather than the actual expenditures and budget due to the "cash advance" being recorded as an expense.

Draft 5-year CIP & FY25/26 Update

May 26, 2026

Introduction

- What is a CIP Project?
  - Builds, improves, or preserves the life of City Asset
  - Generally more than $50,000, not operating
- How are projects identified/prioritized?
  - Health & Safety
  - City council goals, direction, priority
  - Asset preservation/extend useful life
  - Regulatory requirements
  - New/expanded services



Life Cycle of Example Project

Council Award

Council Input

Council Award

Council Award

Council Notice of Completion

Council Exonerate Securities

RFQ — **2-6 mos.**

Preliminary/ Concept Design — **2-6 mos.**

Final Design — **3-9 mos.**

Bidding — **2-4 mos.**

Construction — **3-12+ mos.**

Closeout & Warranty — **2-4 mos.**

14 – 40+ months

- Design Consultant selection process

- Studies
- Alternatives
- Estimates Updates

- ROW
- Environmental
- Permits
- Bid Package
- Refined estimates

- Addendums
- Budget and Council Item

- Execute Contract
- Submittals
- Constr. Mgmt.
- Inspection
- Materials Testing
- Change Orders

- Contract closeout
- Record Drawings
- Warranty period

Categories

Streets/Parking Lots

- Goal: Infrastructure Maint./Impts., Public Safety

Parks

- Goal: Arts, Culture and Rec. Funding, Infrastructure Maint./Impts.

Climate

- Goal: Wildfire Safety Risk Mitigation, Climate Resiliency

Facilities

- Goal: Affordable Housing, Infrastructure Maint./Impts., Public Safety

Stormwater

- Goal: Infrastructure Maint./Impts, Public Safety

Transit

- Goal: Infrastructure Maint./Impts, Diversifying Economy/Tourism Mgmt.

Project Summary – Yr. 1 of CIP

Category	1-Year Plan	
	No. of Projects	Cost
Streets (incl. ATP& concrete)	5	$3,600,000
Parks	4	$1,100,000
Climate	1	$1,000,000
Facilities	1	$8,000,000
Stormwater	2	$250,000
Transit	1	$75,000
Total	**14**	**$14,025,000**

PROJECTS IN YEAR 1 (FY 26/27)

Project - Streets	Project Cost
Street Rehab 2026 - Construction	$ 2,500,000
Street Rehab 2027 - Design	$ 250,000
ATP Phase II – Design	$ 600,000
Misc. Concrete Repairs	$ 150,000
Speed Hump Installations	$ 100,000
TOTAL	**$ 3,600,000**

Project - Parks	Project Cost
Libbey Park Restroom Remodel	$ 250,000
Sarzotti Park – new playground	$ 650,000
Sarzotti Park – Walking path/outdoor gym	$ 100,000
Cluff Vista Improvements	$ 100,000
TOTAL	**$ 1,100,000**

Project – Climate	Project Cost
Citywide Energy Modernization Program	$ 1,000,000
TOTAL	**$ 1,000,000**

Project – Facilities	Project Cost
Permanent Supportive Housing Project	$ 8,000,000
TOTAL	**$ 8,000,000**

Project - Stormwater	Project Cost
Storm Drain Video Inspection	$ 50,000
Storm Drain Improvements	$ 200,000
TOTAL	**$ 250,000**

Project - Transit	Project Cost
Trolley Stop Shelter	$ 75,000
TOTAL	**$ 75,000**

Completed Projects

Project	Project Cost
Downtown/Arcade Parking Lots	$ 481,000
Street Tree Planting	$ 77,000
Police Department HVAC	$ 16,000
Storm Drain Video Inspection	$ 53,000
Misc. Projects (museum roof, gates)	$ 100,000
TOTAL	**$ 727,000**

Projects Underway

Project
Street Rehab 2025 - Construction
Street Rehab 2026 - Design
ATP – Phase II – Concept Design
Misc. Concrete & Sidewalk Repairs
Storm Drain Improvements
RRFB installations
Citywide Energy Modernization Project
Permanent Supportive Housing Project
Trash Excluder Installations

NEXT STEPS

- City Council review of draft Five-Year CIP
- Staff to update draft to reflect revisions
- Adopt CIP along with Budget - June 2026
- Work continues on projects underway
- New projects in Year 1 (FY 26/27) to start in coming year
- Next 5-Year CIP update process begins February 2027



Unfunded Projects

Sidewalk Constr. – Ojai Ave between Camarco and Capri

Feasibility Study – Arbolada Pedestrian Safety Impts.

Museum Parking Lot & Misc. Impts.

Splash Pad Concept Design

CH Campus – Green Coalition Master Plan

Cluff Vista Park Improvements

Arcade Pergola Archway/Pillars

CH – Interior Impts., roof repairs, bathroom remodel

CH – Security Fencing

Kent Hall Ramp

Various City parking lots

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **May 26, 2026**

SUBJECT: **City of Long Beach Modular Connect Shelter Units Request For Proposals (Mang/Whitman)**

RECOMMENDATION

Discuss City of Long Beach Request for Proposals and provide direction to staff as to whether to submit a proposal to the City of Long Beach to acquire one or more Connect Shelter units and also provide direction as to the maximum proposal price for such proposal.

DISCUSSION

During the ongoing review of the recently acquired residential property at 503 South Ventura Street, the City was informed of a Request for Proposals (RFP) process for the purchase of up to twelve modular shelter units currently owned by the City of Long Beach and stored at a facility in Ventura. City staff subsequently contacted representatives from Long Beach to obtain further details about the RFP process and received relevant information, including photographs, to assist in identifying the unit types.

The City of Long Beach is soliciting proposals from qualified organizations to acquire and utilize (up to) twelve (12) modular Connect Shelter housing units, which collectively provide thirty-three (33) single-occupancy units. Preference will be given to proposals that intend to use these units as interim housing solutions for individuals experiencing homelessness. All submissions must be received by the City of Long Beach no later than 11:00 AM on May 29, 2026. Additional information about this solicitation is located at: https://longbeachbuys.buyspeed.com/bso/external/bidDetail.sda?docId=CE-26-705&external=true&parentUrl=close.

Background **–** On June 28, 2022, the City of Long Beach received grant funding from the State of California to design, manufacture, and deploy 33 modular non-congregate shelter units ("Tiny Homes") for individuals experiencing homelessness, with a focus on those facing chronic homelessness. The grant award received by the City of Long Beach from the State of California totaled approximately $5.6 million of State of California Homekey funds, which were issued to design, construct, and operate a 33-unit modular tiny homes (Connect Shelters) campus. The City of Long Beach spent approximately $2.9 million of the grant to purchase the shelters and fund a citywide search for placement before

abandoning the project. Following project abandonment, the Long Beach City Council voted to return the remaining Homekey funds to the State of California less expended site costs at the proposed location of Will Springs Park in Long Beach.

Each Connect Shelter unit measures approximately 10' x 10' and is equipped with a private restroom and shower, bed and storage space, individual HVAC system, water/power/sewage connections, and a fire suppression system. The units do not include kitchens, as they are intended for use as interim housing or shelter. The reason these are being sold is because no feasible replacement site was identified from the site approved by the State of California, which required the City to return the grant funding and discontinue the Tiny Homes pilot program. The modular units are currently being stored at a storage yard in Ventura as they await deployment to their new home.

The City of Long Beach seeks an organization to purchase up to 12 modular units (containing 33 single-occupancy units) for interim housing for adults experiencing homelessness. While a single buyer is preferred, multiple awards are possible if needed. Proposals will be reviewed every 30 days under a rolling RFP until all units have been sold/awarded. The contract is a one-time award with no further financial or operational support from the City. The first rolling RFP deadline is 11:00 a.m. on May 29, 2026.

Scope of Work – The City of Long Beach will complete transportation of all awarded units from the Ventura storage facility to the successful organization's desired location, at the successful organization's expense. Units are purchased in "as is" condition, releasing the City of Long Beach from any further liability or costs. When submitting the proposal, the entity must demonstrate financial feasibility and identify project relocation and operation funding with no financial support from the City of Long Beach. Organizations submitting proposals must provide a business plan for ongoing operation of the units demonstrating intent to provide interim housing for people experiencing homelessness, or other alternative proposed use. The applicant must be responsible for acquiring all necessary permits for transportation, installation, and operation of the units. It should be noted that for purposes of the “as-is” purchase of these units, that the company that manufactured the units may no longer be in business, which may mean that the units are devoid of warranties.

The weighted evaluation criteria for the request for proposals is as follows:

-Organizational Capacity and Experience:	25%
-Method Approach:	25%
-Communications and Reporting:	20%
-Reasonableness of Cost:	30%

Local Preference – As part of the RFP package, there are extra credit points awarded to local businesses within the City of Long Beach. They include: (1) five extra credit percentage points for local businesses operating a home-based, residential business within the City of Long Beach; and (2) ten extra credit percentage points for local businesses operating a non-residential, commercial, brick-and-mortar business within the City of Long Beach.

The complete RFP package is Attachment A to this report. Photos of the units are included as Attachment B.

Related Next Steps/Future City Council Agenda Item(s) – At a future City Council meeting, in open session, the City Council should discuss and determine the intended use for the recently-acquired property at 503 South Ventura Street. Additionally, either as part of this proposed future City Council agenda item or separately, the City Council could provide direction for any deployment of purchased housing units (such as the City of Long Beach Connect Shelter units), or provide direction to solicit proposals for other housing units and/or development of housing units at 503 South Ventura Street, once a City Council-determination for intended use at the location is made.

COUNCIL GOALS ALIGNMENT
Goal No. 1 - Affordable Housing

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

FISCAL IMPACT
Preliminary estimates place temporary modular housing units featuring a single bed and 3/4 bathroom at about $35,000 – uninstalled. If the City has an interest in purchasing these units there is also a hauling fee per unit of around $10,000, which accounts for prevailing wages. Site preparation is approximately $10,000-15,000 for wet and dry utility hook-ups per unit. It appears from information included in the RFP, that the City of Long Beach may have spent roughly $100,000 per structure for the 12 units.

Funding is available for this eligible use within the City's successor agency account, which currently has a balance of $610,000. Funding is also available for this purchase within the City's unprogrammed General Fund balance, which would remain above the 100% General Fund Reserve Policy level following use of funds for this potential purchase.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S):
A – City of Long Beach Connect Shelters RFP
B – Photographs of the connect shelters (interior and exterior)

City of Long Beach

Request for Proposals RFP - ED-26-705
Connect Shelters for Purchase and Use





Please read this entire document carefully as it contains important information essential to your proposal

Overview

Summary

The City of Long Beach (City) is seeking proposals from qualified organizations to purchase and use twelve (12) modular Connect Shelters units, providing -a total of thirty-three (33) single-occupancy units, preferably for use consistent with the City's intended use as interim housing for people experiencing homelessness.

Key Dates

Release Date: 03/31/26

Optional Meeting & Site Visit: 11:30AM 04/15/26

Questions Due to the City: 11:00AM 04/22/26

Proposals Due: 11:00AM 05/29/26*
*There will be multiple opportunities to submit proposals and the City will review submissions after each evaluation period. See Section 4.1 for details.

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

Proposal Information

Instructions for what to include in your proposal and how to submit it are detailed in Section 4.

Proposals must be submitted electronically via LongBeachBuys.com.

This is a competitive process, and the City intends to award the opportunity based on the information submitted in the proposal that best meets the needs of the City.

Official Contact

Tommy Ryan
rfppurchasing@longbeach.gov
All communication with the City related to this RFP must be directed to the contact listed above.

Assistance & Resources

For assistance using Long Beach Buys, please contact us directly
Customer Service Form rfppurchasing@longbeach.gov (562) 570-6200
Additional support available for small businesses in Long Beach
BizCare BizCare staff connect business owners and nonprofit leaders to important resources and information, such as grants, loans, technical assistance, information on City policies, and more. 562-570-4BIZ (4249) 4Biz@longbeach.gov Request Assistance Form

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BizCare

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1 The Opportunity

1.1 Project Summary

The City of Long Beach (City), acting through its Department of Economic Development, is seeking proposals from qualified organizations interested in purchasing twelve (12) modular Connect Shelters units, containing thirty-three (33) single occupancy units, preferably for use aligning with the City's original intended use as interim housing for people experiencing homelessness. The City highly prefers to award a single organization but is open to awarding multiple organizations if necessary.

1.2 Background

On June 28, 2022, the City of Long Beach (City) was awarded grant funding from the State of California to design, manufacture, and deploy 33 modular non-congregate shelter units (i.e. "Tiny Homes") that would serve as temporary housing for people experiencing homelessness, prioritizing those experiencing chronic homelessness. The City competitively procured and selected Connect Shelters to design and manufacture modular shelter units. The overall goal of the program was to provide stabilizing shelter and supportive services while connecting individuals with permanent housing resources. The intended site allowed for twelve (12) modular units providing 33 single occupancy units, including six (6) units accessible to those with mobility, hearing, or seeing disabilities. Each unit is roughly 10' by 10', has a private, in-unit restroom and showers, bed and storage space, individual HVAC (Heating, Ventilation, and Air Conditioning) system, connection to water, power, and sewage system, and fire suppression system (including sprinklers and fire-resistant materials). Units *do not* contain a kitchen, as they were designed to be interim housing or shelter. For more information on the units, please see Appendix 1. Due to unforeseen challenges over the course of the development process, the City and Port of Long Beach Staff determined that the initial location for the program was not viable due to potential impacts on surrounding Port of Long Beach construction projects. In order to maintain the same program scope, the City promptly initiated an urgent search and survey for suitable replacement locations. Despite these efforts, no feasible location was identified for the successful execution of this program. As a result, the City was forced to return the awarded grant funding and discontinue the Tiny Homes pilot program. While the program was discontinued, the modular units were successfully manufactured and are currently in storage awaiting deployment.

1.3 Goals

The City's goal is to identify and award a financially feasible organization willing and able to purchase all 12 modular units (providing a total of 33 single occupancy units), while maintaining the City's original intended use providing interim housing for adults experiencing homelessness and positively impacting the regional homelessness crisis.

1.4 Award Terms

This contract is a one-time award to one or more organization(s) willing and able to purchase all 12 modular (total of 33 single occupancy units) modular units, preferably in a manner consistent with the City's original intended use as interim housing for people experiencing homelessness.

In order to reduce the administrative burden, barrier to entry, and loss of resources, particularly for smaller organizations, non-profits, and CBOs, it is the City's desire to establish a rolling RFP such that proposers will be able to provide a submission to this RFP for an open period of time. This period will consist of a clear beginning and end date during which time proposers can submit their proposals on an ongoing basis. Proposals will be evaluated at designated intervals based on when they were submitted. Proposers to this RFP should be aware that the City's intention is to continuously have this RFP open until an award can be made. The City will notify Proposers ahead of time of any closing date or amendment to the RFP's timeline.

2 Scope of Work

2.1 Description of Services

- The Awarded Organization shall be responsible for the complete transportation of all awarded units from City's storage facility to the Awarded Organization's desired location. The City does not have funds to assist with assessment, transportation, installation, or ongoing operations for the units. Qualified proposals should not include any financial or ongoing operational support from the City.
- The Awarded Organization shall understand Connect Shelters is no longer operating and is purchasing the units in an "as is" condition, releasing the City from any further liability or costs related to the transportation or operations of the units.
- The Awarded Organization shall demonstrate financial feasibility and identify project relocation and operation funding, which shall assume no financial or operational support from the City.

- The Awarded Organization shall provide a business plan for ongoing operation of the units, demonstrating its intent to provide interim housing for people experiencing homelessness, or other proposed use.
- The Awarded Organization shall be responsible for the acquisition of all necessary and applicable permits for the transportation, installation, and operation of the awarded units

APPENDICES
Appendix 1 This appendix shows the specifications of the modular units, both standard and ADA-accessible.
Appendix 2 This appendix is a compilation of photographs to provide visual examples of how the units look like

3 How We Choose

In order to reduce the administrative burden, barrier to entry, and loss of resources, particularly for smaller organizations, non-profits, and CBOs, it is the City's desire to establish a rolling RFP such that proposers will be able to provide a submission to this RFP for an open period of time. This period will consist of a clear beginning and end date during which time proposers can submit their proposals on an ongoing basis. Proposals will be evaluated at designated intervals based on when they were submitted. Proposers to this RFP should be aware that the City's intention is to continuously have this RFP open until an award can be made. The City will notify Proposers ahead of time of any closing date or amendment to the RFP's timeline.

3.1 Minimum Qualifications

Proposers must meet the following minimum requirements to be eligible:

- Qualification to conduct business in the City
- Not having been debarred by Federal, State or local government
- Mandatory licenses types

3.2 Evaluation Criteria

Responses from entities that do not have a proven track record in the development of industrial, commercial, residential or public benefit projects, or those that cannot demonstrate the capability to fund the necessary costs associated with the acquisition and transportation of the modular units will be rejected.

CRITERIA	Weight
1. Organizational Capacity & Experience • Demonstrate a proven track record in managing similar facilities or projects, highlighting experience with municipalities and identified demographic • Demonstrate staffing, subcontractor (if applicable), and funding capacity	25%
2. Method of Approach • A detailed, actionable work plan that outlines how your organization will manage the acquisition, transportation, and installation of the modular units, as well as sustainably operate the units • Description of how you will utilize the modular units.	25%
3. Communications & Reporting • Confirmation of acquisition, transportation, and delivery to immediate/final site • Proof of subcontractor invoicing	20%
4. Reasonableness of Cost	30%

3.3 Local Preference

- The City shall apply five extra credit percentage points to all local businesses operating a home-based, residential business.
- The City shall apply ten extra credit percentage points to all local businesses operating a non-residential, commercial, brick-and-mortar business.
- Local business shall mean a business which maintains its principal place of business in a fixed office/place of business with the City of Long Beach, possesses a current City of Long Beach business license and sellers permit if applicable.
- For a business to be eligible to claim preference, the business MUST request the preference in the solicitation response (see Attachment C) and provide a copy of its current business license and seller's permit if applicable.

- The local preference does not apply to solicitations for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California.

4 Proposal Instructions & Content

4.1 Timelines & Instructions

The City intends to evaluate proposal submissions approximately every 30 days and/or every 1 month until an award can be made. Specific timelines for future evaluation periods will be announced via Bid Amendments / Addenda, including additional evaluation periods, if needed. Please check Bid Amendments on Long Beach Buys for more information.

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	03/31/26	
Optional Pre-Proposal Meeting/ Site Visit	11:30AM 04/15/26	• 1375 N Olive St, Ventura, CA 93001. Please park around the backside from Olive St and check in at the office. • The Economic Development Department highly recommends all interested parties to visit the location where the modular units are stored to provide such interested parties the opportunity to visually and physically evaluate the modular homes. • There will only be one scheduled site visit; however, the City may consider additional site visits upon request. Additional site visits are not guaranteed.
Questions due to the City (Evaluation Period 1) Evaluation Period 2 Evaluation Period 3 Evaluation Period 4 Evaluation Period 5	11:00AM 04/22/26 June 2026 July 2026 Aug 2026 Sept 2026	• Submit all inquiries via email to rfppurchasing@longbeach.gov
Posting of the Q&A (Evaluation Period 1) Evaluation Period 2	04/29/26 June 2026	• Responses to the questions will be posted on LongBeachBuys.com.

Evaluation Period 3 Evaluation Period 4 Evaluation Period 5	July 2026 Aug 2026 Sept 2026	
Proposals due (Evaluation Period 1) Evaluation Period 2 Evaluation Period 3 Evaluation Period 4 Evaluation Period 5	11:00AM 05/29/26 June 2026 July 2026 Aug 2026 Sept 2026	• Proposals should be submitted electronically via LongBeachBuys.com. • Late proposals, or proposals submitted through other channels will not be accepted. • Proposers are responsible for submitting their proposals completely and on time. ○ Proposers will receive an e-bid confirmation number with a time stamp from LongBeachBuys.com indicating that the proposal was submitted successfully. The City will only receive proposals that were transmitted successfully. ○ For technical support, email or call the City during normal business hours at LBPurchasing@longbeach.gov or (562) 570-6200.
Evaluation of Narrative & Cost Proposals (Evaluation Period 1) Evaluation Period 2 Evaluation Period 3 Evaluation Period 4 Evaluation Period 5	June 2026 June 2026 July 2026 Aug 2026 Sept 2026	• An Evaluation Committee will review Narrative & Cost Proposals to select the proposal that best meets the needs of the City. • Evaluations will be conducted using a methodology derived from the evaluation criteria listed in Section 3.2.
Interviews/	Optional TBD	• The City may interview or request demos from none, one, some or all Proposers.
Negotiation & Contractor Selection	TBD	• Selected Contractor(s) will be notified in writing. • Any award is contingent upon the successful negotiation of final contract terms. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

		• Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached.
Estimated Contract Execution	TBD	
Proposer Debrief	After Contractor is Selected	• Successful and unsuccessful Proposers are encouraged to request phone call or in person meeting with the City to discuss the strengths and weaknesses of their proposal. The intent of the debrief is to provide the Proposer with constructive feedback to equip them with information to effectively meet the City's needs and be successful in future proposals.

4.2 Proposal Content

Complete proposals will include the following. Proposers are encouraged to use this table as a checklist to ensure all components are included in their proposal. **Please note proposals that are NOT complete will NOT be considered for the opportunity and will be deemed nonresponsive.**

	PROPOSAL	
☐	Narrative Proposal	The Narrative Proposal should provide a straightforward, concise delineation of capabilities to satisfy the RFP. Guidance on preparing a Narrative Proposal is detailed in Section 4.3. The Narrative Proposal MUST NOT INCLUDE COST AND PRICING INFORMATION. The Narrative Proposal will be reviewed first and then the cost proposal. Therefore, **each part should be uploaded separately, but submitted together.**
☐	Cost Proposal	The Cost Proposal is to be a separate document and shall include: • All-in acquisition price offered to the City for the modular units • Itemized estimated transportation and other foreseeable costs associated with the acquisition, transportation, and relocation to the modular homes' immediate new location • Source and evidence of funding to cover all previously identified costs

	PROPOSAL APPENDICES	
☐	Financial Stability	Proposers should include one or more of the following financial statements to provide the City with enough information to determine financial stability of the Proposer and subcontractor. • Financial Statement or Annual Report • Business tax return • Statement of income and balance sheet
☐	Other Addenda (if applicable)	Colored displays, promotional materials, and other collateral are not necessary or desired. However, if a complete response cannot be provided without referencing supporting documentation, it may be provided as an addendum clearly cited in the Narrative or Cost Proposal.
	MANDATORY ATTACHMENTS | *The following are included as Attachments in Long Beach Buys. They must be signed by the individual legally authorized to bind the Proposer.*	
☐	A. Authorization & Certification	
☐	B. Equal Benefits Ordinance (EBO) Form	
☐	C. Local Preference Program	
	Attachments Which May be Submitted Upon Award | *Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible, include available information as part of your proposal to expedite processing.*	
☐	D. W-9	
☐	E. Business License	
☐	F. Proof of Registration with the California Secretary of State	
☐	G. Certificates of Insurance	
☐	**Contact Information |** *Ensure your organization's profile is up to date in Long Beach Buys, including an email address, phone number, and for any classifications you may qualify for.*	
☐	**Conformation of Attachments** | *Ensure you have checked ALL the attachments in Long Beach Buys and have confirmed that all the required documents have been uploaded and labeled correctly.*	

4.3 Narrative Proposal Template

An editable version of the template below has been posted to *Long Beach Buys*. Proposers should complete the editable template and submit it as their narrative proposal.

Organizational Capacity & Experience

PROPOSER CONTACT INFORMATION		
Organization	Company Name	
	Company Address	
	Federal Tax ID Number	
	Website	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
PROPOSER CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit
		☐ Sole Proprietorship
		☐ General Partnership
		☐ Corporation *State and Date of incorporation:* _____
		☐ Limited Liability Company
		☐ Other _____
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		
Please describe your organization's experience and capacity to acquire, transport, install, and operate the modular units in a manner consistent this RFP.		

How many employees does the organization have in total and residing in Long Beach?		
Where are the representative(s) that would service the City's account located?		
Please provide an overview of the key personnel that shall be involved in the acquisition and transportation of the modular homes. Please include one paragraph explaining their expertise.		
REFERENCES		
Reference 1	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 2	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 3	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 4	Company	
	Project Manager	
	Phone Number	
	Project Description	
	Project Start and End Dates	
Reference 5	Company	
	Project Manager	
	Phone Number	

	Project Description	
	Project Start and End Dates	

SUB-CONTRACTOR CONTACT INFORMATION		
Does the proposal include subcontractors?		☐ Yes
		☐ No
If applicable, provide the following for all subcontractors included in this proposal.		
Organization	Company Name	
	Company Address	
Authorized Representative	Name	
	Title	
	Email Address	
	Phone Number	
Other Point of Contact (if required)	Name	
	Title	
	Email Address	
	Phone Number	
SUBCONTRACTOR CAPACITY & EXPERIENCE		
What type of enterprise is the organization?		☐ Non-Profit
		☐ Sole Proprietorship
		☐ General Partnership
		☐ Corporation *State and Date of incorporation:* _____
		☐ Limited Liability Company
		☐ Other _____
Which specific requirements of this RFP will the subcontractor perform?		
Please describe why the organization is qualified to provide the services described in this RFP (1-2 paragraphs).		

Please describe the length of time the organization has been providing the services described in this RFP (1-3 sentences).	
How many employees does the organization have nationally, locally, and residing in Long Beach?	
Where are the representative(s) that would service the City's account located?	
Please provide an overview of the key subcontractor personnel that shall be involved in the acquisition and transportation of the modular homes. Please include one paragraph explaining their expertise.	

Method of Approach

1. Briefly summarize your organization's method of approach to the acquisition, transportation, and installation of the modular units.
2. Summarize your proposed workplan, expanding on the Overview you provided, with timelines for key milestones explaining how your proposal intends to achieve the outcomes outlined in Section 2: Scope of Work.
3. Summarize how your organization's intent to utilize the modular units is consistent with the City of Long Beach's original intent to provide interim housing for people experiencing homelessness.
4. If it is not your organization's intent to provide interim housing, please expand on your organization's intended use of the modular units and provide key timeline milestones.
5. Please discuss how your organization foresees mitigating or addressing potential risks or operating/technical/legal challenges that may arise from the acquisition and transportation of the modular homes.

Communications & Reporting

1. Please explain the data and reporting systems that will be used to evaluate the successful acquisition, transportation, and relocation of the modular homes. Are there any alternative performance metrics your organization recommends tracking? Please explain how this data will be used or has been used in the past.
2. Please describe how employees responsible for front-line service delivery will be supervised.
3. Describe the main methods of communication on how you organization will report on performance to the City, and coordinate with the City to meet the objectives of this RFP.
4. Please explain how your organization works with buyers, sellers, banks, etc.
5. The City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. If the proposal includes subcontractors, please describe the plan for how the City will be notified of such payments.

5 Terms & Conditions

5.1 Acronyms/Definitions

1. Awarded Contractor: The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. City: The City of Long Beach and any department or agency identified herein.
3. Contractor / Proposer: Organization/individual submitting a proposal in response to this RFP.
4. Department / Division: City of Long Beach, Economic Development Department
5. Evaluation Committee: An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. May: Indicates something that is not mandatory but permissible.
7. RFP: Request for Proposals.
8. Shall / Must: Indicates a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a proposal as non-responsive.
9. Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. Subcontractor: Third party not directly employed by the Proposer who will provide services identified in this RFP.

5.2 Solicitation Terms & Conditions

1. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
2. The City reserves the right to request clarification of any proposal term from Proposers.
3. The City may contact the references provided; contact any Proposer to clarify any response; contact any current users of a Proposer's services; solicit information from

any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process.

4. The level and term of documentation required from the Proposer to satisfy the City will be commensurate with the size and complexity of the contract and Proposers should submit accordingly. If the information submitted by the Proposer, or available from other sources, is insufficient to satisfy the City as to the Proposer's contractual responsibility, the City may request additional information from the Proposer or may deem the proposal non-responsive.
5. The City reserves the right to waive informalities and minor irregularities in proposals received.
6. The City reserves the right to reject any or all proposals received prior to contract award.
7. The City's determination of the Proposer's responsibility, for the purposes of this RFP, shall be final.
8. Unless otherwise specified, the City prefers to award to a single Contractor but reserves the right to award contracts to multiple contractors.
9. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
10. If the City receives a single responsive, responsible proposal, the City may request an extension of the proposal acceptance period and/or conduct a price or cost analysis on such proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single proposal. The City reserves the right to reject such proposal or any portion thereof.
11. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to Proposers.
12. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Proposer's standard contract language. The omission of these documents may render a proposal non-responsive.

13. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.

14. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

15. Proposals may be withdrawn by written notice received prior to the proposal opening time.

16. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor or prospective Contractor.

17. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.

18. Prices offered by Proposers in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The Awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the Awarded Contractor for implementation of their proposal.

19. The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City.

20. In the event a Proposer received assistance from City staff or a representative of the City (technical assistance provider), the City is not responsible for any mistakes, inaccuracies, delays, or any other impact that the assistance provided did to impact the Proposer's final product. Available technical assistance support services are only intended to provide advice and does not constitute a basis for any protest to this contract opportunity. It is solely the Proposer's responsibility to prepare and submit a response to the RFP.

21. Proposal will become public record after the Notice of Intent to Award has been posted and the protest period has closed unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to

indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

22. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the Proposer and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the Proposer's obligations.

23. If the Contractor elects to use subcontractors, the City requires that the Awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.

24. Each Proposer must adhere to the City's Vendor Code of Conduct, including, but not limited to, disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest. The Vendor Code of Conduct can be found at https://longbeach.gov/globalassets/finance/media-library/documents/business-info/purchasing-division/final-vendor-code-of-conduct-2023

25. Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

26. The City reserves the right to negotiate final contract terms with any Proposers selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the Awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any

modifications and clarifications to the Awarded Contractor's proposal, and the Awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

27. The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

28. Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

29. The City will not be liable for Federal, State, or Local excise taxes.

30. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including all contract terms and conditions therein, except such terms and conditions that the Proposer expressly excludes.

31. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Proposer misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.

32. Proposals shall be kept confidential until the Notice of Intent to Award has been posted and the protest period has closed.

33. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.

    Proposers are advised that any contract awarded pursuant to this procurement process that exceeds $100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.

34. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment B, if applicable. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

35. Independent contractors or employees of a third-party employer who are CalPERS retirees are subject to provisions of the Government Code. A CalPERS retiree is an employee of a CalPERS employer who terminates active employment and receives a

monthly CalPERS retirement allowance. Any individual qualifying as a CalPERS retiree doing business as an independent contractor or employee of a third- party employer is required to submit a CalPERS determination to ensure the services provided are considered that of a true independent contractor position. All third-party employers are required to notify any individual they are having work for the City of Long Beach of this requirement. You may reach out directly to CalPERS at membership_reporting@calpers.ca.gov for a determination.

5.3 Contract Terms & Conditions

1. The Awarded Contractor will be the sole point of contract responsibility. The City will look solely to the Awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the Awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.

2. The Awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the Awarded Contractor has submitted acceptable evidence of the required insurance coverages. As a condition precedent to the effectiveness of this contract, Contractor shall procure and maintain at Contractor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

    a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of activities or work performed by or on behalf of the Contractor in an amount not less than Two Million Dollars (US $2,000,000) per occurrence and Four Million Dollars (US $4,000,000) in general aggregate. Such insurance shall not exclude coverage for liability resulting from cross liability protection.

    b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US $1,000,000) per accident or occupational illness. The policy

shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.

c. If use of a vehicle is part of the scope of services, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US $500,000) combined single limit (CSL) covering Symbol 1 ("any auto").

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this contract shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this contract. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this contract.

3. The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a

regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. Additional information is available at www.longbeach.gov/finance/business_license.

4. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of Sections 1770 et seq. of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

5. Awarded Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Awarded Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Awarded Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code Section 1770 et seq. or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Awarded Contractor, its officers, employees, agents, subcontractors, or anyone under Awarded Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

6. In addition to Awarded Contractor's duty to indemnify, Awarded Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Awarded Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Awarded Contractor shall be required for the duty to defend to arise. City shall notify Awarded Contractor of any Claim, shall tender

the defense of the Claim to Awarded Contractor, and shall assist Awarded Contractor, as may be reasonably requested, in the defense.

7. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Awarded Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.
8. Any requests for reasonable price adjustments must be submitted 60 days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified based upon verifiable criteria such as the Consumer Price Index, US City Averages, or other relevant indices.
9. If the Awarded Contractor elects to use subcontractors, Awarded Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Awarded Contractor.
10. If the Awarded Contractor elects to use subcontractors, the Awarded Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.
11. The provisions of this section shall survive the expiration or termination of this Contract.
12. PUBLIC WORKS OF IMPROVEMENT ONLY: Contractor agrees that all public work (as defined in California Labor Code Section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code Sections 1770 et seq. If there is a difference between the general prevailing wage rates determined by the director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (for federally assisted projects) for similar classifications of work, the Contractor and its subcontractors of every tier shall pay their workers not less than the higher wage rate.
13. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications,

contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The awarded contractor expressly agrees to comply with the penalty provisions of California Labor Code Section 1776

5.4 Additional Requirements

N/A

5.5 Protest Procedures

Who May Protest

Only a Proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A Proposer may not rely on the protest submitted by another Proposer but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Proposers who submitted a proposal via the City's electronic bid notification system at http://www.longbeach.gov/purchasing. A Proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the Proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to

support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. The Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.


















CONNECT
HOMES
2201
CONNECT
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Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **May 26, 2026**

SUBJECT: **Update on Aspire Broadband Agreement and Microtrenching Ordinance *(City Council Direction)***

RECOMMENDATION

Receive an update regarding the agreement proposed by Aspire Broadband for the installation of a fiber network within the city's right-of-way.

DISCUSSION

At the October 14, 2025 meeting, the City Council directed staff to explore development of an agreement with Aspire Broadband, LLC, as well as return with a first reading of a microtrenching ordinance to permit microtrenching within City rights-of-way.

The pursuit of an agreement to provide access to broadband internet is a tactic to support the City Council's goal of diversifying the economy. Aspire Broadband approached City staff with a request for a right-of-way encroachment License/Master Encroachment Agreement with the City of Ojai to install fiber optic cable throughout the City of Ojai in City public rights-of-way. If Aspire Broadband enters the Ojai internet provider market, it is anticipated to provide residents with an affordable internet alternative to current providers operating within the City of Ojai. Many Ojai residents and businesses are underserved from a high-speed internet standpoint and face high costs for service. Aspire aims to offer a competitive, future-proof internet solution to meet the evolving technological needs of City residents, businesses, and the City itself.

Aspire is a fiber-to-the-home/premises internet service provider (ISP) that is actively expanding their presence in Southern California, especially Ventura and Los Angeles counties. To date, Aspire has already signed agreements and started construction in two communities and is seeking to sign agreements to serve additional communities, including the City of Ojai.

Following the meeting on October 14, 2025, a question arose regarding whether the City of Ojai has the legal authority to permit Aspire to utilize public streets and city property for the construction and operation of a fiber network for internet service. This concern relates to the California Public Utilities Commission's oversight of franchise agreements with video and telecommunications companies; however, Aspire operates exclusively as an information services provider and is not required to have a franchise from the state as either a telecommunications service provider or cable/digital video services provider.

Because Aspire is not regulated by the California Public Utilities Commission, the City retains broad control to issue encroachment permits and impose other requirements for use of its public rights-of-way by Aspire.

Another question that arose after the October 14th meeting was whether the City should initiate an RFP process to invite other potential providers to submit proposals for offering fiber internet in Ojai. The idea was that multiple providers could present alternative plans, allowing the City to select the most advantageous proposal. However, Aspire is not seeking an exclusive agreement, so any other provider interested in installing their own network in the future would still be able to do so. Likewise, nothing in the proposed encroachment agreement with Aspire would preclude the City from building its own network if the City desires to do so in the future. Because of microtrenching technology, multiple providers are able to, and frequently do, deploy microtrenching infrastructure along the same street. For these reasons, an RFP process is not necessary, as the City is not locked into a single agreement and does not bear the cost of Aspire's network installation.

Since the October 14th City Council meeting Aspire has entered into an agreement, commenced construction, and activated its network in the City of Moorpark. The current infrastructure provides coverage to 6,500 out of 10,000 residences, with approximately 1,200 subscribers already receiving service. Aspire anticipates completing construction of the Moorpark network by July 2026.

Aspire has also entered into an agreement and commenced construction in the community of Santa Clarita. Aspire's infrastructure has passed about 3,500 homes already. Aspire expects to activate its Santa Clarita network in late July or early August 2026 and begin serving subscribers in that community.

Other Markets that Aspire is currently seeking agreements with include.

- Fillmore
- Ventura County
- Ventura City

The agreement that Aspire is pursuing with the City of Ojai is a non-exclusive agreement to build a citywide fiber network in the city right-of-way. This network would be capable of providing internet speeds up to 10Gbps for all single-family homes, multi-dwelling residences, and businesses in Ojai. Aspire will accomplish this by installing an entirely underground fiber network using microtrenching technology. Microtrenching is a low-impact construction technique to install underground ducts that will house the fiber strands. In microtrenching specialized equipment is used to make a thin, shallow cut, usually along the edge of a roadway or sidewalk, to accommodate the ducting. The trench is then backfilled with a concrete slurry, and sealed with an epoxy topcoat, creating a much less disruptive, faster, and more cost-effective installation method compared to traditional, wide, and deep trenching methods.

The benefits of microtrenching were recently acknowledged by the California Legislature by its adoption of SB 378 in 2022, codified at Government Code Section 65964.5. SB 378 defines a "microtrench" to be a "narrow open excavation that is less than or equal to 4 inches in width and not less than 12 or more than 26 inches in depth for the purpose of

installing a subsurface pipe or conduit. This legislation also requires local agencies with jurisdiction to approve excavations to allow microtrenching for installation of underground fiber if the mictrotrench is limited to fiber, unless the local agency makes a written finding that allowing microtrenching for a specific fiber installation would have a specific, adverse impact on the public health or safety (i.e., such as when the public rights-of-way are already at maximum capacity due to existing underground infrastructure).

A major benefit of the proposed agreement with Aspire is it includes the establishment of dark fiber between City facilities. Dark fiber, or unused fiber infrastructure, enables high-speed private connections to the server room. This will replace the current wireless link for the Recreation Department with a more stable and secure connection. Additionally, it will connect all City parks to our network and allow the expansion of the City's security camera system, enhancing public safety.

The proposed agreement will also include the establishment of broadband internet connections in the City's server room and at all City parks to provide redundancy for City operations and facilities. The internet at the server room will be used for internet access for the City's network. The current, slower internet connection will be kept as a backup to ensure reliability. The internet connections at the City parks will be available to provide public WiFi access for park visitors.

With the issues of legality and exclusivity resolved, City staff will proceed to finalize the agreement details with Aspire and present them at an upcoming Council meeting for approval. Meanwhile, a microtrenching ordinance will also be prepared to permit the installation of this and future fiber networks on City streets.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 6 - Diversifying Ecomony/Tourism Management

OPTIONS
1. Receive update
2. Provide feedback to staff

FISCAL IMPACT
There is no immediate fiscal impact associated with authorizing staff to negotiate a broadband agreement and prepare a microtrenching ordinance beyond staff and legal time associated with such activities. Any future costs or revenues resulting from the agreement or implementation of the ordinance will be presented to the City Council for consideration upon return for approval.

Prepared by: James Hahn, IT Manager

TO: **Honorable City Council**

FROM: **Weston Montgomery, Chief Deputy City Clerk**

MEETING DATE: **May 26, 2026**

SUBJECT: **Written Public Comments**

The attached public comments were submitted to the City Clerk prior to 3:00 p.m. the date before the meeting (referenced above) and are being posted to the City's website for public access.

Posted: May 26, 2026

PUBLIC COMMENT FOR CITY COUNCIL MEETINGS

Written/emailed public comments must be submitted no later than 3:00 p.m. on the day before the meeting.

The City encourages public participation. Members of the public who wish to make public comments may do so in person at the meeting, comment live via telewebinar software, or submit written public comments in advance of the meeting. Written public comment emails should be sent to cityclerk@ojai.ca.gov.

Communications to the City Council are public records and will become part of the City's electronic records, which are accessible through the City's website. Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to the City Council, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications to the City Clerk's Office at 401 S Ventura St, Ojai Ca, 93023, or you may email the comment as an attached PDF to the email and request in the email to only include the attachment. If you do not want your contact information included in the public record, please do not include that information in your communication.

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.

Outlook

At large voting in City Elections

From Joy Wenzlaff <asunjoy2015@gmail.com>
Date Fri 5/22/2026 10:09 AM
To City Clerk <cityclerk@ojai.ca.gov>

I would like to stop the voting by district and go back to at-large voting.
It would be more representative of voters wishes.

Thank you,
Joy Wenzlaff

Outlook

Agenda Item #7 Public Comment for May 26

From ANITA CRAMM <accramm@msn.com>
Date Fri 5/22/2026 11:18 AM
To City Clerk <cityclerk@ojai.ca.gov>

The United Democrats of the Ojai Valley submit the following resolution for the May 26th City Council meeting agenda item #7:

Resolution #2 UDOV May 7, 2026

Resolution to Support “California Democrat Platform for Political Reform” as it applies to any action to remove Ojai City Council District Voting.

Whereas it is the duty of the United Democrats of the Ojai Valley to take a position to oppose the Agenda Item before the Ojai City Council to remove district area voting for city council seats for the November 3, 2026 election and future elections.

Whereas the Ojai City Council adopted a resolution in 2018 providing for city council district voting areas for the 2020 election to align with the California Voting Rights Act of 2001.

Whereas the United Democrats of the Ojai Valley support the spirit of the Preamble of the Political Reform Platform of the California Democratic Party, “We demand transparency and accountability from both our party and government. We will combat voter suppression and election subversion”.

Whereas the United Democrats of the Ojai Valley support the California Democratic Party-Political Reform platform statement to “Encourage the replacement of at-large election methods with the adoption of by-district and/or alternative voting methods when it maintains the spirit of the California Voting Rights Act.”

Whereas The United Democrats of the Ojai Valley oppose any resolutions coming from any other Democratic club or elected officials to remove the existing district voting areas prior to the November 3, 2026 election. Removing district voting areas three months prior to the close of candidate filing changes the manner which candidates will campaign including the number of voter contacts and the material cost of running a campaign.

Whereas the United Democrats of the Ojai Valley oppose any change of district voting areas that will leave the City of Ojai open to lawsuits alleging violations of the California Voting Rights Act. The City of Ojai received notice from the law firm of Shenkman and Hughes, specializing in lawsuits regarding California Voting Rights Act violations.

Therefore, the United Democrats of the Ojai Valley stand in solidarity with the 2026 Political Reform Platform of the California Democrats to maintain the existing district voting areas of the City of Ojai. We

respectfully ask for the support of the Ventura County Democratic Central Committee and the California Democratic State Party to support our resolution to oppose At-Large voting for Ojai City Council.

Be it further resolved, this resolution is to be shared with local elected representatives, Democratic party leaders at the local and state level, community organizations, and the public to encourage broad support.

Resolution Adopted: May 7, 2026

Agenda Discussion Item #7:
Consideration of a Shift Back to At-Large Voting
(Gilman/Rule)
Ojai City Council May 26, 2026

I strongly recommend that council tonight put this issue to rest and reject consideration of shifting back to at-large elections. This is not a city priority (despite assertion to the contrary by Mayor Gilman) and it is a waste of council time, focus and direction. We should not spend another minute of valuable council attention on this issue, nor should city staff time or attorney fees be allocated to this distraction.

The Administrative Report for the April 28th meeting represented this issue as deriving from *City Council Direction*. The fact is that the council had not yet discussed, prioritized, or deliberated this significant shift in our voting procedures. During the last minute (YES, last minute) of a marathon five-hour council meeting on March 24 Mayor Gilman said he would like to have the issue of adopting at-large voting put soon on a future agenda so that it might be implemented this election year. Council Member Rule said she supported that request. The meeting was then immediately adjourned at 11PM. The mayor provided no rationale or benefit to the community from this proposed shift in voting procedures.

The City of Watsonville was sued by residents for discrimination by virtue of their at-large voting procedures and the United States Ninth Circuit Court of Appeals agreed that the at-large system was inherently discriminatory. Since the Supreme Court declined to hear the city's appeal, the Ninth Circuit ruling stands.

This initiative is unrelated to an earlier city-wide vote on Measure M and stands out as a blatant power grab by a group of non-residents and residents who have tried slight-of-hand tactics like this before.

So why would we want to spend any council time, have paid the fee for a demographic consultant, and distracted our city attorney from more important public efforts?

There has been no public outcry for at-large voting. There are no articulated benefits for wasting time and expense on this regression in voting procedures. Why would we want to be the first voting district to return to at-large voting? This would put a target on our back and almost certainly invite lawsuits, necessitating return to district voting. That would be idiocy.

Now that we have adapted to district voting, a clear benefit is that residents have a neighborhood representative on council to whom they can communicate their concerns and recommendations. Different city issues exist at the neighborhood level, and now everyone has a representative they can approach over localized issues. Clearly, the Arbolada has different neighborhood issues and concerns than the Topa Topa neighborhood. The proposed regression to at-large voting is anti- (small d) democratic and subject to inviting more expensive campaigns with outside money influencing our city and its policies.

Do the right thing and send this proposal tonight to the wastebin!

Steven Colomé, Sc.D.
Ojai

Outlook

Don't move to District Voting

From Kathlyn Hendricks <katie_h@hendricks.com>
Date Fri 5/22/2026 12:48 PM
To City Clerk <cityclerk@ojai.ca.gov>

Hello Council:

As a resident of Ojai for the last 25 years, I've seen close up the effect of governing decisions in our community and our regard for each other. Here are some reasons I strongly favor District voting rather than at-large voting.

District voting upholds the one-person, one-vote principle. At-large voting abandons it — a single organized voting bloc can build an insurmountable lead, diluting everyone else's votes, which creates systemic inequality in our community.

With the Supreme Court's gutting of the Voting Rights Act in *Callais*, this is exactly the wrong moment to dismantle local protections that ensure fair representation. Fair representation has been a focus of mine since the 1960s, and this is not the time to regress.

District voting makes it possible for candidates to reach every voter in their district face-to-face. Actually connecting with people in the community is the heart of governing. Running at-large requires roughly four times the effort and four times the expense — in mailers, door-knocking, and yard signs. District voting lowers the barrier to entry and allows more people to run for office.

When the Council considered ranked choice voting in 2022, they put it on the ballot. Why isn't this change being handled the same way? I don't favor ignoring process when wanting to institute change.

California Government Code Section 34886 authorizes a switch *to* district voting by **council vote** — but does not clearly authorize the reverse without voter approval.

The proponents have presented no evidence that district voting isn't working. District representation is the standard for our federal legislature, state legislature, and county board of supervisors.

I strongly favor district voting.

Thank you,
Dr. Hendricks

Kathlyn Hendricks, Ph.D.
CEO & Director of Training
800.688.0772
www.hendricks.com
foundationforconsciousliving.org

Outlook

Aspire Development Project.

From Larry Steingold <larrysteingold@gmail.com>
Date Fri 5/22/2026 12:49 PM
To Weston Montgomery <Weston.Montgomery@ojai.ca.gov>

To All City Councilors, Mayor, City Manager, Public Works

From Larry Steingold

I want to present in strong opposition to moving too quickly on this proposal. While broadband access is important, we should not accept a plan that places private infrastructure into our public streets, creates neighborhood disruption, and may leave residents paying extra just to connect to their own homes. What is the actual cost to the homeowner?

In practical terms, this means construction impacts, asphalt cuts on NEW Roads, driveway and sidewalk disruptions, and long-term restoration issues for the city to manage. Residents will see the mess first, while the benefits may arrive later and unevenly. If the network is built into the public right-of-way, and the road, Ojai is the one that will have to answer for the complaints, the coordination problems, and the street impacts.

My bigger concern is control. Once a private provider owns and operates this system, the city may have very little leverage over pricing, construction timing, service quality, or future repairs. That is not the same as local control. In fact, it may leave Ojai with less control over an essential service while a private company makes the key decisions.

With new technology, is this the best we can do and the only reason we are even talking with them is that it's free to the city? Free to the City, taxpayers to install to their property, but after that, watch out. How many other companies can come and micro-trench, or we can build our own. Are they now going to go under or over Aspire and that will be a deterrent to competition. It would seem that it effectively gives them a monopoly in practical terms

We should also be honest about the hidden costs. Homeowners will face connection charges. The city may face restoration and oversight burdens. And if the buildout is not handled carefully, we could end up with a lot of disruption and very little benefit for the people living here.

Also, and as important, you can't ignore our utilities, water, sewer, gas, and public work needs that have to either cut the line, then repair it or go under them. This will substantially increase the costs to the utility, and ultimately the subscriber, and rate payers, and taxpayers. Which everyone seems to ignore. Has anyone asked the utilities in writing what the additional costs would be to go through and repair or tunnel under the fiber and receive a written response?

Ojai should not give away long-term control over public infrastructure without a clear, enforceable, and fully transparent public benefit. We should slow down, scrutinize the details, and protect residents before committing to something that could be costly, disruptive, and difficult to undo.

And finally. The report mentions that Aspire is "anticipated" to provide an "affordable internet alternative," but it does not list actual residential subscription prices. Until the final contract is

signed, residents won't know the costs to connect and use. There is no such thing as a free lunch. Slow this down and let’s see what other cities do and the longer term real results.

Sincerely

Larry Steingold

Outlook

Council Districts Ojai

From Bob McF <rkmcfall@gmail.com>
Date Fri 5/22/2026 1:13 PM
To City Clerk <cityclerk@ojai.ca.gov>

I am writing this letter in support of eliminating the Council Districts in Ojai. As a City Manager in local government for 40 years, my experience dictates that in small communities such as Ojai, Council Districts are highly unnecessary, and tend to favor special interests that have can have a imbalanced influence over matters at the expense general constituents within a district. Implementing council districts in small towns can create a hyper-focused dicision of interests, may severely limit the talent pool of otherwise qualified citizens to serve as elected officials, and can result in councilmembers feeling the pressure to focus on their district's specific issues at the expense of the concerns of the greater good and needs of the whole communuty.

While council districts no doubt are favorable for large, diverse communities (think Los Angeles, Oakland, Pasadena, etc) for a small, overall homogeneous community such as Ojai, it can lead to neglect of the overall needs of the community such as infrastructure, revitalization, housing, etc. over the feeling of a representative that their district isn't getting their "fair share" of available resources, even if the priority isn't as high.

It is my experienced opinion that Ojai would strongly benefit from all councilmembers being voted on "at large" and responsible for the whole of the community and not just a district.

Bob McFall
1181 Rancho Ct, Ojai, CA 93023

Outlook

Agenda item #7 regarding the repeal and replacement of district voting

From Jay Simons <jay@ojaivalleyinsurance.com>
Date Fri 5/22/2026 1:45 PM
To City Clerk <cityclerk@ojai.ca.gov>

Honorable council members: I urge you to maintain the current district voting elections for the city of Ojai. The foundational principles of our election system enshrined in the California Voting Rights Act and Ojai's subsequent adoption of district voting seek to ensure that each vote is valued equally. District voting gives full voice and power to small districts that reflect the very local nature of each district. The former councilmembers characterize this as "tearing apart the unity and fabric of our community". This is quite frankly a non-issue. My interests in the negative impacts of tourism in my downtown district while of lesser concern to a more rural district do not in any way lessen our common love of Ojai. District voting makes it much easier and cheaper for a local resident of our district to focus on the local electorate. It also serves to reflect the ethnic makeup of our communities and gives them real representation. Please vote to keep our current, effective and successful district voting. This is an issue that has already been approved and implemented by our previous council and does not rise to the level of needing the expense of voter direct review.

Jay Simons
202 w aliso
In the unique village of Ojai

Re: At-Large Voting, CC Agenda Item #7. CC Meeting May 26, 2026

To the Ojai City Council,

I am writing to express my objection to At-Large Voting in Ojai. The change from At-Large to District voting has been a plus from my point of view. I appreciate a specific Council Member representing my neighborhood with the mayor position elected at-large. It is a very democratic system and allows a resident with the energy and interest to run for Council or other elected office, to more easily mount a campaign than it is to run City-wide. Under At-Large, it is more likely that a well-financed voting bloc (financed potentially by non-residents) could dominate city council elections. That might be in the self-interest of non-residents, but it is certainly bad for residents.

It is quite incorrect to attribute dysfunction of our city government to District voting. Our problems with dysfunction are directly related to a series of interim city managers, removal of long-term staff with valuable institutional knowledge, and one disruptive Council Member. Anyone who understands what is going on at the City understands that I am speaking the truth.

If you insist on further consideration of At-Large voting, you must address the issue with a ballot measure and let the Ojai residents choose.

Sincerely,

Kathryn Lottes

Outlook

District voting

From Ruth Cooper <ruthcoopermft@gmail.com>
Date Fri 5/22/2026 2:05 PM
To City Clerk <cityclerk@ojai.ca.gov>

Dear Council Members,

I am writing in favor of keeping District voting. District voting exists to ensure that every neighborhood in our city has a voice on the council - not just the neighborhoods with the most money.

While District voting has its flaws, I feel it is the better choice for our city. At-large voting is how moneyed interests buy a council. Instead of winning one district, a well-funded slate can sweep an entire city. It consolidates power in the hands of those who can afford to campaign citywide and dilutes the voice of communities that cannot.

I also question the timing -- why was this item introduced just three months before the close of candidate filing? Changing the rules of an election this close to the election demands scrutiny.

Thank you for considering my views and concerns.

Sincerely,

Ruth Cooper
818 Sunset Pl, Ojai, CA 93023

Outlook

Retain District Voting

From Phil White <philbranco@gmail.com>
Date Fri 5/22/2026 4:53 PM
To City Clerk <cityclerk@ojai.ca.gov>

>
> As a local resident who has closely watched the operations of the City of Ojai for more than a decade, I strongly recommend that council vote to retain district voting.
>
> Phil White
>
> Ojai
>
>
> Sent from my iPhone

Outlook

Agenda Item #7 - District Based Voting

From Erica Helson <erica.helson@gmail.com>
Date Fri 5/22/2026 5:00 PM
To City Clerk <cityclerk@ojai.ca.gov>

Hi,
I encourage the council to keep district based voting. I've lived in Ojai under both structures, and though I acknowledge there are challenges to district based voting given our small size, I feel the benefits outweigh them. My concern about at-large voting is that it will lead to a lack of diversity in representation, with only more resourced people getting elected, who don't shared the lived experience of residents with less means. I feel we need to give district based voting more of a shot before reversing course.

Thanks,
Erica

May 23, 2026

Members of the Ojai City Council,

Regarding Item # 7 on the May 26, 2026 Ojai City Council Meeting agenda – Consideration of At-Large Voting

As a former campaign treasurer for two different city council candidates, I can attest that for a candidate to connect with all the voters in the City of Ojai, it takes time and money. If the candidate has a full-time job and/or a family to raise, the time and money issues become a barrier and a major factor in making the decision to run for the Ojai City Council. Campaigning within a district, as the current council members had to do, makes these significant hurdles a lot less daunting.
If the current city council makes a unilateral decision to go back to at-large voting as is currently being considered, this would effectively bar working class individuals with families from even considering a run for office.
To achieve fair representation for all Ojai citizens, the current district based voting system encourages candidates that better represent all of the people who live here.
Thank you for your consideration of this important matter,

Sheri Ann Cate
City of Ojai resident since 1988

Outlook

DISTRICT VOTING

From Debby Swetek <dswetek@yahoo.com>
Date Sat 5/23/2026 3:47 PM
To City Clerk <cityclerk@ojai.ca.gov>

Begin forwarded message:

Subject: DISTRICT VOTING

Dear Council Member Lang,Council Member Mang, Council Member Whitman,
I urge to hold strong on this District voting issue !

In 2018 The Ojai City Council adopted district-based elections in line with the California Voting Rights Act. Now a new a group is pushing to reverse that decision.

If Ojai is switched back, it would be the first and only city in California to reverse course after adopting district elections- making it likely to invite another legal challenge for Ojai. Why waste any taxpayer money on this nonsense? There is no evidence that district voting isn't working.

IF you proceed? Then this should be put on the ballot for the voters to decide.

Thank you all for your time and service.
Thank you for considering this request.

Debby Russell-Swetek
69 year Ojai resident

Outlook

Next meeting on May 26th

From Allison Stillman <allee33@sbcglobal.net>
Date Sun 5/24/2026 7:08 PM
To City Clerk <cityclerk@ojai.ca.gov>

To whom it may concern,

In regards to item #7 on the agenda for May 26th.
District voting upholds the one-person, one-vote principle. At-large voting abandons it — a single organized voting bloc can build an insurmountable lead, diluting everyone else's votes.

With the Supreme Court's gutting of the Voting Rights Act in *Callais*, this is exactly the wrong moment to dismantle local protections that ensure fair representation.

District voting makes it possible for candidates to reach every voter in their district face-to-face. Running at-large requires roughly four times the effort and four times the expense — in mailers, door-knocking, and yard signs. District voting lowers the barrier to entry and allows more people to run for office.

District council members have a natural connection to the residents they represent. They understand the issues in their neighborhoods and are directly accountable to the people who live there.

- *District voting was adopted by the City of Ojai in 2018 to align with the California Voting Rights Act of 2001. It exists to ensure that every neighborhood in our city has a voice on the council - not just the neighborhoods with the most money and the loudest megaphones.*
- ***Returning to at-large voting would expose the City of Ojai to lawsuits under the California Voting Rights Act.*** *The city has already received notice from Shenkman & Hughes, a law firm that specializes in exactly this kind of litigation.*
- *A**t-large voting is how moneyed interests buy a council.** Instead of winning one district, a well-funded slate can sweep an entire city. It consolidates power in the hands of those who can afford to campaign citywide and dilutes the voice of communities that cannot.*
- ***The timing raises serious questions. This item was introduced just three months before the close of candidate filing. Changing the rules of an election this close to the election itself demands scrutiny: why now?*** *Why three months before the candidate filing closes? And why is this being pushed by Republican voters?*

If Ojai switched back, it would be the first and only city in California to reverse course after adopting district elections — making it a test case likely to invite legal challenge. It's a bad idea all the way around.

Thank you!

Allison Stillman
The Destiny Architect

Be the change you wish to see in the world, just BE love! ❤️

Outlook

May 26, 2026 City Council Agenda Item - At-Large Voting

From Heidi <heidiw821@gmail.com>
Date Mon 5/25/2026 11:36 AM
To City Council <citycouncil@ojai.ca.gov>; Weston Montgomery <Weston.Montgomery@ojai.ca.gov>

Dear Ojai City Council,

I am a voter in the City of Ojai. I am writing in regards to the push by Mayor Gilman to change the City's voting to at-large. I am adamantly opposed.

At-large voting was not included as an option when the voters of Ojai voted in favor of Measure M. In fact, quite the contrary. At-large voting and Ranked Choice voting are different and there should be no confusion between the two. Measure M was not about at-large voting.

A change to at-large voters will result in much larger time and expense to run for office. Why would the Council vote to increase costs and discourage even more working (and perhaps younger) people from running for office?

There are many voices weighing in to encourage a last minute change to district voting. Many, and perhaps the loudest voices, are from individuals that do not even live in the City or vote in City elections. I encourage each of you to ask yourselves why people who do not vote in the City have such a strong opinion about it?

Additionally, now that the City has been threatened with legal action if you change to at-large voting, why would the City risk yet another lawsuit? Why would Ojai lead the charge to dilute a person's vote not just here but also in communities with more diversity? Please let a different City be the test case.

Please vote no to this last minute change and stick with District voting.

Sincerely,
Heidi Whitman

Outlook

Restore at-large voting

From Renee Roth <renee4ojai@gmail.com>
Date Mon 5/25/2026 12:19 PM
To Weston Montgomery <Weston.Montgomery@ojai.ca.gov>; City Clerk <cityclerk@ojai.ca.gov>

Dear Mayor Gilman and Councilmembers,

Ojai is a small town, and district elections are not working for us.

Districts were adopted because of a California Voting Rights Act threat, but the City's own demographic analysis now shows they have not improved Latino voters' ability to elect candidates of choice. Even in the highest Latino-populated district, white voters still substantially outnumber Latino voters. That means districts are not accomplishing the purpose for which they were adopted.

Ojai voters also already expressed support for a return to at-large elections through Measure M, which passed in 2022 with 55.84% of the vote. While ranked-choice voting may be difficult to implement, the vote clearly encouraged a return to citywide elections.

Your own City Attorney's staff report confirms the key facts:

• The City's demographer, Douglas Johnson of National Demographics Corporation, found that even in the largest Latino-populated district, Non-Hispanic White voters outnumber Latino voters six to one in eligible voting age population and five to one in actual turnout.
• The switch to by-district voting has not improved the ability of Latino voters to elect candidates of their choice — the City's own expert conclusion.
• The U.S. Supreme Court ruled on April 29, 2026 in Louisiana v. Callais that voting rights challenges based solely on disparate impact — without proof of intentional discrimination — are constitutionally suspect. There is no evidence of intentional discrimination in Ojai's voting history.
• The legal path is clear: Government Code Sections 34886 and 34873 allow the Council to repeal Ordinance 889 by simple majority ordinance, with findings that the repeal furthers the purposes of the California Voting Rights Act.
• Ojai already elects its Mayor citywide. No new system, no new cost, no new infrastructure is required.
• The deadline is firm: first reading no later than June 9, 2026, second and final reading no later than June 23, 2026.

Instead of helping minorities, districts have divided our small community, reduced citywide accountability, and made it harder to recruit enough candidates for competitive races. To fill three council seats and have competitive elections under the district system, six residents must be willing to run — two per district. In a town with limited housing options, district boundaries can prevent otherwise qualified candidates from running simply because they no longer live in the correct district. By contrast, under at-large voting, only four candidates need to run citywide to produce competitive races for three seats. Districts make it harder to find candidates. At-large makes it easier.

In small districts, well-funded campaigns, organized lobbying groups, and political clubs can dominate more easily. Candidates can win by appealing to narrow interests instead of speaking to the whole community. We have seen this play out in Ojai — the tyranny of the minority, where a small, organized faction uses district elections to impose its agenda on the whole city. That is not acceptable, and it is not what democracy is supposed to look like.

Now that we know minority votes are being diluted under the district system, at-large elections give minority voters the opportunity to be heard citywide — to vote for candidates who represent their interests and build the broad coalitions that are the only realistic path to minority representation in a city with Ojai's demographics.

Please decide this based on the greater good of all Ojai — not personal loyalties, campaign groups, donor networks, or interest groups that promise support when candidates stay loyal to their cause.

We still elect our Mayor at-large. Returning Council elections to at-large voting would restore unity, broader coalition-building, voter choice, and collective accountability.

Staying in districts is not risk-free. If the City continues with districts which are white-dominated and do not improve minority representation, then inaction is not the safer choice. It may be the riskier and more costly one.

Please direct the City Attorney to bring back an ordinance restoring at-large elections in time for the November 2026 election.

Thank you.
Renee Roth, Ojai

May 25, 2026

Honorable Mayor and City Council,

It is a good day when Council Members Whitman and Mang submit a proposal for additional housing for the homeless population in our city.

Their previous steadfast objection to provide permanent supportive housing to the valley's homeless, that of long term financial impacts to the city budget, has apparently been deemed solved or has at least lessened in importance.

Council Member Whitman has also repeatedly stated his desire that any project for housing for the homeless be split up with units placed in several Ojai neighborhoods in order to minimize the perceived impact to one neighborhood. Mr. Whitman has apparently undergone a sea change in his thinking, since 503 S. Ventura St. is literally across the street from the approved site of the Public Works Yard, which will house 30 of Ojai Valley's unhoused residents in all ADA accessible apartments with ADA access.

I applaud your change of heart on this matter. However, I do have concerns regarding the purchase of the units constructed for the aborted Long Beach interim housing project:

1. These units are being sold "as is." It appears the builder is no longer in business.
   * How many years have these units been sitting unoccupied in the ocean air?
   * Can the units be tested in their current site to insure that the plumbing and electrical is intact? If they cannot be tested, is there a way to obtain parts now or in the future?
   * Are there electrical and plumbing schematics available?
   * Are there construction documents available which show construction details such as the R factor of the insulation, whether windows are double paned, and what the durability of the structures are? Basically, what is the quality of the construction for units designed to be temporary?

3. These are constructed as Temporary Supportive Housing Units. What is the projected life span of the units?

4. If used for additional housing for unhoused individuals, is the City Council willing, on a long term basis, to support **essential** duplicate costs such as management and security for the PWY **and** the units proposed at 503 S. Ventura St.

5. Will there be duplicate amenities such as a community space, laundry facility and dog run at this additional location?

6. Will there be storage units provided given the small footprint of each unit? What is the projected cost of each storage locker?

7. What is the cost to provide ADA access to these proposed units ie: sidewalks and entryways?

One of the concerns we have heard regarding the PWY site is the ADA accessible pathway to S. Ventura St., not because it is not ADA approved- it is, but because is long. It should be

noted that for those in the community who are concerned, mobility scooters are available at no charge through MediCal when deemed medically necessary.

The previous grant application received a massive amount of criticism because it was a rushed project with a lot of unknowns at the time of the application. What will make this application different if there is a May 29 deadline for submittal?

Ojai does not need to rush into buying a white elephant just because it might be a good deal. There are still a number of considerations for the use of city funds and city land:

- Is this the best long term use of city funds given the current PSH project?
- Would the funds that would be allocated to purchase units in unknown condition and of unknown quality be better served to upgrade the current project at the Public Works Yard?
- Would 503 S. Ventura St. be better suited for workforce housing and potential rental income for the city?

Lots of questions that hopefully can be answered.

Respectfully,
Leeana McNeilley
Ojai Resident