AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, SEPTEMBER 22, 2026, 6:00 PM

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

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

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

BEN HARVEY	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.

ZOOM LINK - September 22, 2026 - Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

COMMISSION REPORTS

CITY MANAGER’S REPORT

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

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

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

1. **City Council Minutes**
   RECOMMENDATION: Approve.
   09-08-26 Regular Meeting
   09-15-26 Special Meeting
   09-15-26 Regular Meeting

2. **Planning Commission Minutes**
   RECOMMENDATION: Approve.
   08-19-26 Regular Meeting

3. **City of Ojai Warrants for August 31 - September 13, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report - Warrant Report
   Attachment A - Warrant Register
   Attachment B - Disbursement by Category
   Warrant Report Cover

4. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of August 31, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report - Treasurers Report August
   Attachment A -Treasurer's Monthly Report August 2026
   Exhibit A - Cash & Investment Summary August 2026

5. **Authorize the Issuance of a Purchase Order to National Auto Fleet Group for the Purchase of One Ford Maverick Hybrid Truck**
   RECOMMENDATION: Authorize the City Manager to issue a purchase order to National Auto Fleet Group in an amount not-to-exceed $31,832.66 for one (1) 2026 Ford Maverick Hybrid Pickup Truck.
   Administrative Report - Hybrid Fleet Vehicle Purchase
   Attachment A - Sourcewell Quote
   Attachment B - Sourcewell Contract with NAF

6. **Amended and Restated Professional Services Agreement with the Ojai Valley Chamber of Commerce – Revised Scope of Work**
   RECOMMENDATION: Approve and authorize the City Manager to execute the Amended and Restated Professional Services Agreement (PSA) between the City of Ojai and the Ojai Valley Chamber of Commerce, incorporating revisions to the Scope of Work based on feedback provided by the City Council during its August 11, 2026, regular meeting.
   Administrative Report - Chamber of Commerce Agreement
   Attachment A - Agreement No.2026-95

Attachment B - Scope of Work

7. **Affirmation of City of Ojai's Opposition to the U.S. Department of Agriculture's Proposed Rollback of Roadless Area Conservation Rule**
   RECOMMENDATION: Reaffirm the City Council's previously adopted resolution (Resolution No. 25-34) opposing the U.S. Department of Agriculture's proposed rollback of the Roadless Area Conservation Rule and authorize resubmission of the resolution.
   Administrative Report - Affirmation of Opposition to Roadless Rule
   Attachment A - Resolution No. 2025-34

8. **Community Town Hall: Election Related Issues with the Ventura County District Attorney (*Requested by Council Member Rule)***
   RECOMMENDATION: Approve Council Member Rule's request to host a community town hall with the Ventura County District Attorney's Office regarding election-related issues, authorize the use of Kent Hall and City support for televising the event, and direct staff to assist with coordination.
   Administrative Report - Elections Town Hall Proposal

9. **Community Town Hall: Community Disaster Preparedness (*Requested by Council Member Whitman)***
   RECOMMENDATION: Approve Council Member Whitman's request to host a City-sponsored community town hall on community disaster preparedness and authorize the use of Kent Hall and City support for televising the event, and direct staff to assist with coordination.
   Administrative Report - Disaster Preparedness Town Hall Proposal

PUBLIC HEARINGS

10. **Design Review Permit (DRP 25-011), Conditional Use Permit (CUP 26-004), Zone Change (ZC 25-002), General Plan Amendment (GPA 25-001) | Regarding the Change in Use From an Office Use to a Health Spa & Wellness Center Use, Zone Change from Public, Quasi-Public (P-L) to Village Mixed Use (VMU), and General Plan Land Use Amendment from Public/Quasi-Public (P) to Village Mixed Use (VMU); located at 107 North Ventura Street (Formerly: World University) – Assessor's Parcel No. 021-0-106-040 and currently residential use at 107 W. Matilija Street Assessor's Parcel No. 021-0-106-030. The existing General Plan Land Use Designation of the subject site is Public/Quasi-Public (P) and existing Zoning Classification of the subject site is Public, Quasi-Public (P-L). Property Owner: 107 Ventura LLC. Applicant/Representative: Jeremy McBride.**
    RECOMMENDATION:
    1. Review the Matter;
    2. Open the public hearing and take public comments; and
    3. Consider the draft City Council Resolution provided as Attachment A and draft City Council Ordinance provided as Attachment B;
       OR
    4. Provide alternative direction to City staff.

    Administrative Report - El Roblar Spa
    Attachment A - Resolution Draft
    Attachment B - Ordinance Draft

Attachment C - HPC Comments
Attachment D - Project Description
Attachment E - Traffic and Parking Analysis
Attachment F - Historic Resources Report
Attachment G - Project Plans and Board

DISCUSSION

11. **Concept Review: Vacancy or Second Home Tax (*City Council Direction)***
RECOMMENDATION:
    1. Discuss the concept of a vacancy or second home tax as a potential funding source for affordable housing programs and development.
    2. Provide direction to the City Manager and City Attorney regarding whether staff should further evaluate the concept, including:
        a. Taking no further action on a vacancy or second home tax at this time;
        b. Directing staff to further evaluate a narrowly tailored ordinance, together with associated legal, revenue, and enforcement considerations; or
        c. Providing alternative direction regarding the City's interest in, and approach to, a vacancy or second home tax.

    Administrative Report - Concept Review - Vacancy Tax

12. **Concept Review: Fourth of July Celebration *(City Council Direction)***
RECOMMENDATION: Discuss the current structure of the community Fourth of July celebration and provide direction to the City Manager regarding whether staff should further evaluate potential changes to the event, including:
    1. Continuing the current Fourth of July event structure without City financial participation;
    2. Exploring the feasibility of replacing or supplementing the traditional fireworks display;
    3. Evaluating the City's future role, if any, in supporting, coordinating, or funding the Fourth of July celebration.

    Administrative Report - Concept Review - Fourth of July

13. **Concept Review: Potential City Interest in Soule Park *(Requested by Mayor Gilman and Council Member Rule)***
RECOMMENDATION:
    1. Receive a concept review regarding Soule Park and its potential as a community and recreational resource; and
    2. Provide direction to the City Manager regarding whether to initiate discussions with the County of Ventura to explore potential opportunities for greater utilization of Soule Park.

    Administrative Report - Concept Review - Soule Park

14. **Amendments to Professional Services Agreements for Building & Safety, Engineering, Code Compliance and Planning Consultant Services *(Operational Need)***
RECOMMENDATION:
    1. Approve and authorize the City Manager to execute:
        a. Amendment No. 2 to a professional services agreement with Willdan Engineering for Building Official and Project Compliance Services (Att. A) to extend the term of the agreement for one year through July 31, 2027,

and increase the not-to-exceed amount by $425,500 for a new total not-to-exceed amount of $1,047,500, and;

b. Amendment No. 1 to a professional services agreement with Willdan Engineering for Code Compliance/Enforcement Services (Att. D) to extend the term of the agreement for one year through June 30, 2027, and increase the not-to-exceed amount by $150,000 for a new total not-to-exceed amount of $300,000;

OR

2. Direct staff to appropriate funding for six full-time employees which include one Certified Building Official, one Building Inspector, one Plans Examiner, one City Engineer, one Code Compliance Officer, and one Planning Technician (Project Compliance Coordinator).

If option one or two are not selected (or a combination thereof) then:

3. Provide alternative direction to the City Manager.

Administrative Report - Contract Services - Willdan
Attachment A - Agreement No. 2026-108 - Building Official Amendment No. 2
Attachment B - Building Official Services Agreement
Attachment C - Building Official Services Amendment No. 1
Attachment D - Agreement No. 2026-109 - Code Compliance- Amendment No. 1
Attachment E - Code.Compliance Agreement
Attachment F - Willdan Opinion Contract Vs In-House Services

15. Well Permit Ordinance Research Update – Agency Roles, County Agreement Implications, and Status of Ordinance No. 973 Suspending Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code ("Well Construction, Modification, and Demolition Standards") ***(City Council Direction)***

RECOMMENDATION:

1. Receive information and an update from the City Attorney regarding a historic agreement with Ventura County relating to well permit administration, and;
2. Evaluate options presented in this report and by staff regarding the City's well permit ordinance in light of new information, and;
3. Provide direction to staff regarding which option to pursue.

Administrative Report - Well Permit Discussion
Attachment A - Current Ordinance
Attachment B - Revised Well Ordinance with Suspension of Certain Requirements
Attachment C - County of Ventura Agreement

16. Amendment No. 3 to Professional Services Agreementwith Eide Bailly LLP ***(Operational Need)***

RECOMMENDATION: Approve and authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Eide Bailly LLP to increase the not-to-exceed amount from $167,000 to $290,000.

Administrative Report - Eide Bailly LLP Amendment
Attachment A - Amendment No 3 - Agreement No. 2026-107
Attachment B - PSA Original Agreement
Attachment C - Amendment No. 1 - Agreement No. 2026-05
Attachment D - Amendment No. 2 - Agreement No. 2026-24

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted September 18, 2026, at 2:00 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 and Meeting Records

Written Public Comments - September 22 Regular Meeting

ACCOMMODATIONS

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

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

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

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

PUBLIC PARTICIPATION

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

PUBLIC COMMENT OPTIONS

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

You may always submit written comments to the City Clerk via mail, in person at City Hall, or via email to cityclerk@ojai.ca.gov. If your written comment is received by 3:00 p.m. on the day before the meeting date, the City Clerk will distribute copies of your comments to all Council Members and recorded on the City website. Written comments received after 3:00 p.m. may

not be distributed to the Council Members and recorded on the City website until after the meeting.

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

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

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

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

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

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

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

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

permitted to participate in the proceeding.

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

MINUTES

CITY COUNCIL REGULAR MEETING

TUESDAY, SEPTEMBER 8, 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 6:00 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

The entire September 8, 2026 Regular Meeting, except for Item No. 7, was adjourned at 6:07 p.m. to September 15, 2026, after Chief Deputy City Clerk Montgomery informed the City Council of a failure to properly notice a remote participation location on the posted agenda, which would have prevented Council Member Lang from participating in the meeting (despite the Council Member having followed the Council's remote meeting procedures). Additionally, City staff discovered a simultaneous Zoom outage that would have independently prevented the meeting from complying with the Brown Act's two-way participation requirements even if the posting error had not occurred. Due to the Zoom outage, the meeting was adjourned without any action taken by City Council.

APPROVAL OF AGENDA

PRESENTATIONS

1. **Quarterly Progress Update and Presentation on Findings of the City of Ojai's Targeted Forensic Review**

RECOMMENDATION: Recieve and file.

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.

2. **City Council Minutes**
   RECOMMENDATION: Approve.

3. **Planning Commission Minutes**
   RECOMMENDATION: Approve.

4. **City of Ojai Warrants for August 17 - August 30, 2026**
   RECOMMENDATION: Receive and file.

5. **Biennial Conflict of Interest Code Update**
   RECOMMENDATION: Adopt Resolution No. 2026-31 adopting the City's Conflict of Interest Code and repealing Resolution No. 2024-24.

6. **Commission Appointment**
   RECOMMENDATION: Confirm nomination of applicant Kathryn Donwen as Public Safety Commissioner, to fill a mid-term vacancy and inaugural two-year term (term ending May 2028).

PUBLIC HEARINGS

7. **Design Review Permit (DRP 25-011), Conditional Use Permit (CUP 26-004), Zone Change (ZC 25-002), General Plan Amendment (GPA 25-001) | Regarding the Change in Use From an Office Use to a Health Spa & Wellness Center Use, Zone Change from Public, Quasi-Public (P-L) to Village Mixed Use (VMU), and General Plan Land Use Amendment from Public/Quasi-Public (P) to Village Mixed Use (VMU); located at 107 North Ventura Street (Formerly: World University) – Assessor's Parcel No. 021-0-106-040 and currently residential use at 107 W. Matilija Street Assessor's Parcel No. 021-**

0-106-030. The existing General Plan Land Use Designation of the subject site is Public/Quasi-Public
(P) and existing Zoning Classification of the subject site is Public, Quasi-Public (P-L). Property Owner: 107 Ventura LLC. Applicant/Representative: Jeremy McBride.
RECOMMENDATION: Continue consideration of this item to a future City Council meeting.

DISCUSSION

8. **Resolution Appointing a Voting Delegate and Alternate Voting Delegate to the 2026 League of California Cities Annual Conference.** ***(Operational Need)***
RECOMMENDATION: Adopt Resolution No. 2026-32 appointing a voting delegate
and an alternate voting delegate to the 2026 League of California Cities Conference.

9. **Authorization to Release a Request for Proposals for Owner's Representative/Construction Management Services for the Permanent Supportive Housing Project (PSHP)** ***(Operational Need)***
RECOMMENDATION:
    1. Approve the Request for Proposals (RFP) for Owner's Representative/Construction Management Services for the Permanent Support Housing Project (PSHP); and
    2. Authorize the City Manager to release the RFP, conduct the competitive solicitation process, evaluate proposals, and return to the City Council with a
    recommended contract award for consideration.

10. **City of Ojai Policy for Commemorative Naming and Donations** ***(City Council Direction)***
RECOMMENDATION: Approve proposed Policy for Commemorative Naming and Donations.

11. **Furnished by Owner and Installed by Owner (FOIO) Items | Ojai Permanent Supportive Housing Project (OPSHP) 611 South Montgomery Street** ***(Operational Need)***
RECOMMENDATION:
    1. Review the Permanent Supportive Housing Project Furnished by Owner and Installed by Owner (FOIO) items list.
    2. Authorize staff to proceed with solicitation of donations for items included on the FOIO List.

12. **Amendment No. 3 to Secural Security Corporation Agreement – Contract Extension and Not-to-Exceed Increase** ***(Operational Need)***
RECOMMENDATION: Approve Amendment No. 3 to the Agreement for Contract Services with Secural Security Corporation, revising the contract's not-to-exceed

(NTE) amount to $767,000 and extending the termination date to June 30, 2027.

13. **Introduce Ordinance No. 974 Amending Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code to Add Section 4-3.511 Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis with Limited Exceptions (*City Council Direction)***
    RECOMMENDATION:
    1. Introduce, for first reading by title only with further reading waived, Ordinance No. 974 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA AMENDING ARTICLE 5 OF CHAPTER 3 OF TITLE 4 OF THE OJAI MUNICIPAL CODE TO ADD SECTION 4-3.511 PROHIBITING THE USE OF LIBBEY PARK TENNIS COURTS FOR ANY ACTIVITY OTHER THAN TENNIS WITH LIMITED EXCEPTIONS, and;
    2. Direct staff to return to the City Council for second reading and adoption of the
    Ordinance at the September 8, 2026, City Council Meeting.

14. **GENERAL PLAN UPDATE | Proposed Survey Questions Regarding the Climate Action Plan *(City Council Direction)***
    RECOMMENDATION: Consider ratifying the proposed survey questions for dissemination to the Ojai Community.

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

The September 8, 2026 Regular Meeting was adjourned at 6:07 p.m., and adjourned to an Adjourned Regular Meeting on Tuesday, September 15, 2026, at 6:00 p.m., at Kent Hall Council Chambers, City Hall Campus, 111 W Santa Ana St., Ojai, CA.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

CITY COUNCIL SPECIAL MEETING

TUESDAY, SEPTEMBER 15, 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 5:02 p.m.

ROLL CALL

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

Also present: City Manager Harvey, City Attorney Burgess, Assistant to the City Manager Cervantes, Chief Deputy City Clerk Montgomery, and Special Counsel Jacobson.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge of Allegiance.

APPROVAL OF AGENDA

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

The motion carried unanimously.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code § 54956.9(d)(1))**
   Name of case: Channelkeepers v. State Water Resources Control Board, et al, Los Angeles County Superior Court Case No. 19STCP01176

REPORT OUT OF CLOSED SESSION

City Manager Harvey reported that there was no reportable action.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 5:54 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

CITY COUNCIL ADJOURNED REGULAR MEETING

TUESDAY, SEPTEMBER 15, 2026, 6:00 PM

CONTINUATION OF ADJOURNED SEPTEMBER 8, 2026 CITY COUNCIL REGULAR MEETING

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

Mayor Gilman called the meeting to order at 6:04 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, 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 Mayor, to approve the agenda, and to continue Item 14 to a future meeting, and move up Item 12 to be heard as the first discussion item.

PRESENTATIONS

1. **Quarterly Progress Update and Presentation on Findings of the City of Ojai Targeted Forensic Review**
   RECOMMENDATION: Recieve and file.

COMMISSION REPORTS

Commissioner Aikens of the Historic Preservation Commission provided a report on an upcoming Commission request to Council.

CITY MANAGER'S REPORT

PUBLIC COMMUNICATIONS

CONSENT CALENDAR

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

2. **City Council Minutes**
   RECOMMENDATION: Approve.

3. **Planning Commission Minutes**
   RECOMMENDATION: Approve.

4. **City of Ojai Warrants for August 17 - August 30, 2026**
   RECOMMENDATION: Receive and file.

5. **Biennial Conflict of Interest Code Update**
   RECOMMENDATION: Adopt Resolution No. 2026-31 adopting the City's Conflict of
   Interest Code and repealing Resolution No. 2024-24.

6. **Commission Appointment**
   RECOMMENDATION: Confirm nomination of applicant Kathryn Donwen as Public Safety Commissioner, to fill a mid-term vacancy and inaugural two-year term (term ending May 2028).

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve the consent calendar.

The motion carried unanimously.

DISCUSSION

8. **Resolution Appointing a Voting Delegate and Alternate Voting Delegate to the 2026 League of California Cities Annual Conference. *(Operational Need)***
   RECOMMENDATION: Adopt Resolution No. 2026-32 appointing a voting delegate and an alternate voting delegate to the 2026 League of California Cities Conference.

MOTION: It was moved by Council Member Rule, second by Council Member Lang, to approve the resolution, appointing Council Member Whitman as voting delegate and Council Member Lang as alternate.

The motion carried unanimously.

9. **Authorization to Release a Request for Proposals for Owner's Representative/Construction Management Services for the Permanent Supportive Housing Project (PSHP)** ***(Operational Need)***

   RECOMMENDATION:

   1. Approve the Request for Proposals (RFP) for Owner's Representative/Construction Management Services for the Permanent Support Housing Project (PSHP); and
   2. Authorize the City Manager to release the RFP, conduct the competitive solicitation process, evaluate proposals, and return to the City Council with a recommended contract award for consideration.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve with confirmed modifications and assigning Mayor Pro Tem Mang and Council Member Rule to serve on the evaluation team.

The motion carried unanimously.

10. **City of Ojai Policy for Commemorative Naming and Donations** ***(City Council Direction)***

    RECOMMENDATION: Approve proposed Policy for Commemorative Naming and Donations.

MOTION: It was moved by Council Member Lang , second by Mayor Gilman, to approve the policy as recommended, and to return at a future meeting with a donor application form for approval.

The motion carried unanimously.

11. **Furnished by Owner and Installed by Owner (FOIO) Items | Ojai Permanent Supportive Housing Project (OPSHP) 611 South Montgomery Street** ***(Operational Need)***

    RECOMMENDATION:

    1. Review the Permanent Supportive Housing Project Furnished by Owner and Installed by Owner (FOIO) items list.
    2. Authorize staff to proceed with solicitation of donations for items included on the FOIO List.

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve and return with updated list including monetization and prioritization of each item.

The motion carried unanimously

12. **Amendment No. 3 to Secural Security Corporation Agreement – Contract Extension and Not-to-Exceed Increase *(Operational Need)***
RECOMMENDATION: Approve Amendment No. 3 to the Agreement for Contract Services with Secural Security Corporation, revising the contract's not-to-exceed (NTE) amount to $767,000 and extending the termination date to June 30, 2027.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang to approve.

The motion carried 4-1. (Mayor Pro Tem Mang dissenting.)

13. **Introduce Ordinance No. 974 Amending Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code to Add Section 4-3.511 Prohibiting the Use of Libbey Park Tennis Courts For Any Activity Other Than Tennis with Limited Exceptions (*City Council Direction)***
RECOMMENDATION:
    1. Introduce, for first reading by title only with further reading waived, Ordinance No. 974 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA AMENDING ARTICLE 5 OF CHAPTER 3 OF TITLE 4 OF THE OJAI MUNICIPAL CODE TO ADD SECTION 4-3.511 PROHIBITING THE USE OF LIBBEY PARK TENNIS COURTS FOR ANY ACTIVITY OTHER THAN TENNIS WITH LIMITED EXCEPTIONS, and;
    2. Direct staff to return to the City Council for second reading and adoption of the
    Ordinance at the September 8, 2026, City Council Meeting.

MOTION: It was moved by Mayor Gilman, second by Council Member Whitman, to approve introduction of the ordinance.

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

14. **GENERAL PLAN UPDATE | Proposed Survey Questions Regarding the Climate Action Plan *(City Council Direction)***
RECOMMENDATION: Consider ratifying the proposed survey questions for dissemination to the Ojai Community.

Item 14 was continued to a future meeting.

COUNCIL MEMBER'S REPORTS

Council Member Lang provided a GCTC report.

Mayor Gilman provided a report on new student council sessions.

Council Member Rule provided a report on VC Animal Services.

FUTURE AGENDA ITEMS
Council Member Whitman requested Staff to return with a report and plan for use of the $33,000 in-lieu tree fee balance.

Council Member Whitman requested an item for Council to approve a Community/Council Member Town Hall regarding emergency and disaster preparedness.

Council Member Rule requested an update on the one-million-dollar donation related to the OPSHP.

Council Member Rule requested an item for Council to approve a Community/Council Member Town Hall regarding election integrity.

ADJOURNMENT
Mayor Gilman adjourned the meeting at 9:45 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES
OJAI PLANNING COMMISSION
August 19, 2026

Call to Order

Chair Murphy called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, August 19, 2026, at 6:00 p.m. (In-person and via teleconference).

Roll Call

On a call of the roll, the following Planning Commissioners were present in person: Chair Murphy, Vice Chair Chesley, and Commissioners Hanson, Rice Schmidt and Steward.
Absent: None
City staff present: Lucas Seibert, Community Development Director, Maura Macaluso, Principal Planner, John Cardenas, Senior Counsel, and Shari Herbruck, Principal Planning and Building Technician.

Pledge of Allegiance Commissioner Hanson

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

Public Communication None

Consent Item(s)

1. Minutes of the Regular Meeting of Planning Commission August 5, 2026

There were no revisions requested. Chair Murphy accepted the minutes.

Disclaimer of Site Visits and Ex-parte Contacts
All Commissioners present at the meeting reported.

Discussion Item(s)

2. Review Comments From the Historic Preservation Commission Regarding the Historic Resources Report Prepared by Architectural Resources Group – Design Review Permit (DRP 25-011) Regarding a Proposed Change in Use From an Office Use to a Health Spa & Wellness Center Use, Zone Change from Public, Quasi-Public (P-L) to Village Mixed Use (VMU), and General Plan Land Use Amendment from Public/Quasi-Public (P) to Village Mixed Use (VMU); located at 107 North Ventura Street (Formerly: World University) – Assessor's Parcel No. 021-0-106-040 and currently residential use at 107 W. Matilija Street Assessor's Parcel No. 021-0-106-030. The existing General Plan Land Use Designation of the subject site is Public/Quasi-Public (P) and existing Zoning Classification of the subject site is Public, Quasi-Public (P-L). Property Owner: 107 Ventura LLC. Applicant/Representative: Jeremy McBride.

Chair Murphy opened the item and turned the time over to staff
Staff –Director Seibert presented the staff report.

Questions for staff
The Commission had a discussion with staff regarding the Historic Preservation Commissions comments and potentially adding a condition for a parking agreement.

Chair Murphy opened public comments
Speakers: None
Chair Murphy closed the public comment period

Commission discussion with the applicants who attended virtually:
Ginger Anderson, Representative for property owners.
Jeremy McBride, Property owner.

The Commission asked questions and discussed the request with staff and the applicants which resulted in a motion.

Motion: Commissioner Rice Schmidt moved and Commissioner Steward seconded the motion to:

1. **Accept the Historic Preservation Commission comments from their regularly scheduled meeting of August 13, 2026, and forward to the City Council.**
2. **Accept the revised U-shaped courtyard elevation as presented by the Applicant, and forward this revised design to the City Council.**
3. **Add a condition, requiring a Shared Parking Agreement between the two properties, 107 N. Ventura Street (Health Spa & Wellness Center) and 122 E. Ojai Avenue (Hotel El Roblar) with the agreement to be reviewed and approved by the City Attorney and forward the recommendation to City Council.**

The motion passed as follows:
AYES: Hanson, Murphy, Rice Schmidt, Steward
NOES: None
ABSENT: Chesley

Informational Item(s)

5. Future Agenda Items
   The Commission received a report from Director Seibert.

Director's Report – Reported on the progress of the General Plan Update. Director Seibert also informed the commission of the appeal received regarding 315 N Montgomery Street (Ojai Roots)

Commission Member Report – None

City Council Liaison – Council Member Andrew Whitman addressed the commission.

Adjournment

There being no further business brought before the Commission, Chair Murphy adjourned the meeting 7:35 p.m.

Respectfully submitted by: Shari Herbruck, Planning Commission Secretary

Reviewed by: Lucas Seibert, Community Development Director

Approved by the Planning Commission: Judy Murphy, Planning Commission Chair

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Leah Palmer, Acting Finance Director

MEETING DATE: **September 22, 2026**

SUBJECT: **City of Ojai Warrants for August 31, 2026 – September 13, 2026**

RECOMMENDATION
Receive and file.

DISCUSSION
Disbursement Warrant Check Numbers: 81253-81304
Payroll Warrant Check Numbers: 38434-38435
Number of Direct Deposits: 61

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds		$ 1,204,640.31
Payroll – September 03, 2026		126,212.32
	Total	$ 1,330,852.63

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
81253	**Alta Planning + Design, Inc.** April - June 2026 General Plan Update Reissue	09/03/2026	23,480.01
81254	**Andrew Bassis** Short Term Rental Refund Payment	09/03/2026	514.00
81255	**CoStar Realty Information Inc** August 2026 CDD Software Program	09/03/2026	1,032.00
81256	**Data Ticket, Inc.** June 2026 Parking Citation Fees	09/03/2026	232.00
81257	**Delta Liquid Energy** August 2026 Trolley Fuel	09/03/2026	1,141.45
81258	**Emmanuel A Mendez** August 2026 City Transit Wash	09/03/2026	1,250.00
81259	**Help of Ojai Inc.** August 2026 ADA Transportation Support	09/03/2026	4,500.00
81260	**Gregory Kiley** August 2026 Government Relations Service	09/03/2026	3,000.00
81261	**National Graphics, LLC** August 2026 Trolley Transfer Cards	09/03/2026	435.15
81262	**Ojai Valley News** August 2026 Display Ads	09/03/2026	1,004.00
81263	**Ojai Valley Sanitary District** September 2026 Sewer Services	09/03/2026	2,138.82
81264	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	09/03/2026	134.39
81265	**Puretec Industrial Water** September 2026 Water Tank Rental	09/03/2026	146.43
81266	**StoreRite** September 2026 Monthly Storage Rental & Shred Service	09/03/2026	222.75
81267	**United Site Services Inc** August 2026 OTT Porta Potty Rental	09/03/2026	1,356.71
81268	**VC Tax Collector** 2025/26 Secured Property Tax	09/03/2026	50.05
81269	**Verizon Wireless** July 2026 City Cell Phones	09/03/2026	1,607.84
81270	**Agromin** Mulch & Compost for City Parks	09/09/2026	1,951.96

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
81271	**Aleshire & Wynder LLP**		09/09/2026	106,102.00
	July 2026 Services			
	General Services	16,850.50		
	Special Projects	6,990.00		
	Permanent Supportive Housing Project (reimbursable)	2,919.50		
	Litigation	42,213.00		
	Labor & Employment	4,601.50		
	Planning	12,457.50		
	Public Works - Engineering	1,705.50		
	Parks & Recreation	192.50		
	Code Enforcement	1,599.00		
	Becker Development	808.50		
	Real Property	4,658.50		
	Public Records	11,106.00		
81272	**AllConnected, Inc.**		09/09/2026	13,931.80
	September 2026 Monthly IT Support & Microsoft 365 Licensing Fees			
81273	**AllGood Driving School, Inc.**		09/09/2026	28.00
	Recreation Class- Driver Education			
81274	**Bennie K. Enterprises Inc**		09/09/2026	1,370.00
	August 2026 Restroom Rental for Libbey Bowl Event			
81275	**BKS Law Firm, PC**		09/09/2026	48,556.60
	June & July 2026 Common Interest & Ventura Watershed Litigation Support			
81276	**Brianna Soliz**		09/09/2026	30.00
	Employee Reimbursement			
81277	**Catalina Industries Inc**		09/09/2026	98.66
	August 2026 Supplies for Park Maintenance			
81278	**Central Coast Powersports LLC**		09/09/2026	2,594.04
	Repairs to Ojai PD Motorcycle			
81279	**Chakra Investments, Inc.**		09/09/2026	273.27
	August 2026 Sign For City Demonstration Garden			
81280	**County Fire Protection**		09/09/2026	1,607.42
	July 2026 Fire Extinguisher Service & Certification			
81281	**County of Ventura**		09/09/2026	530.45
	July 2026 Soule Park Pickleball Court Rent			
81282	**EideBailly LLP**		09/09/2026	3,579.25
	August 2026 Accounting Services Agreement			
81283	**Shelly Felton**		09/09/2026	21.85
	Employee Reimbursement			
81284	**Greg Rents**		09/09/2026	128.70
	August 2026 Supplies for Park Maintenance			

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81285	**JMG Security Systems, Inc.** October - December 2026 Recreation Burglar & Fire Alarm Services	09/09/2026	420.00
81286	**Koolco Mechanical Inc** August 2026 Recreation Equipment Repair	09/09/2026	136.74
81287	**Meiners Oaks Hardware** Supplies for Citywide Maintenance	09/09/2026	10.70
81288	**Ojai Auto Supply** August & September 2026 Supplies for Trolley Maintenance	09/09/2026	1,851.91
81289	**Ojai Valley Fire Safe Council, Inc.** Fire Safe Grant	09/09/2026	28,951.88
81290	**Ojai Valley News** August 2026 Legal Ad	09/09/2026	209.00
81291	**Prudential Overall Supply** Public Works Cleaning Supplies & Clothing Allowance	09/09/2026	134.61
81292	**Rincon Consultants Inc** July 2026 Professional Fees for PSHP	09/09/2026	1,128.75
81293	**Jan C. Scow** August 2026 City Street Tree Site Evaluations	09/09/2026	1,400.00
81294	**Secural Security Corporation** August 2026 City Unhoused Security	09/09/2026	13,235.52
81295	**Sinclair Sanitary Supply, Inc.** Cleaning Supplies for Citywide Maintenance	09/09/2026	2,285.75
81296	**Solid Waste Solutions Inc.** August 2026 SB1383 Cal Recycle Program	09/09/2026	2,277.50
81297	**Springbrook Holding Company, LLC** Annual Springbrook Software Module Subscription	09/09/2026	42,783.36
81298	**Taylor Fulton** August 2026 Recreation Summer Camp Concert Series	09/09/2026	800.00
81299	**The Ojai Quarterly** August 2026 Trolley Advertisement	09/09/2026	1,790.00
81300	**Total ID Solutions, Inc** Printer for Police Department Identification Cards	09/09/2026	2,695.00
81301	**Traffic Technologies, Inc.** August 2026 Supplies for Street Maintenance	09/09/2026	387.84
81302	**VC Fusion Soccer** Recreation Class- Fusion Soccer Camp	09/09/2026	667.80

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81303	**Vulcan Materials Company** August 2026 Supplies for Street Maintenance	09/09/2026	423.05
81304	**Westridge Market Inc** August 2026 Supplies for Community Development Department	09/09/2026	8.98
ACH	**Ameriflex: Claims ACH** August 2026 Payroll Expense	08/31/2026	2,202.50
ACH	**Ready Refresh by Nestle** August 2026 Drinking Water for City Departments	08/31/2026	436.44
ACH	**Amazon.com/Sales, Inc** August 2026 Miscellaneous Supplies	09/01/2026	5,328.17
ACH	**Charter Communications Holdings, LLC** July & August 2026 Enterprise TV for City Council Meetings	09/01/2026	208.00
ACH	**Christopher Reno** August 2026 Trolley Repairs	09/01/2026	4,125.00
ACH	**CalPERS Health ACH** August 2026 Payroll Expense	09/02/2026	90,732.61
ACH	**Climatec LLC** Citywide Energy Infrastructure Modernization Project	09/03/2026	20,900.00
ACH	**EDD ACH** August 2026 Payroll Expense	09/03/2026	230.01
ACH	**J & H Engineering** June 2026 City Pavement Rehabilitation Project	09/03/2026	482,314.05
ACH	**IRS ACH** August 2026 Payroll Expense	09/03/2026	952.18
ACH	**Willdan Engineering** April & June 2026 Building Official & Plan Checking Services	09/08/2026	41,192.50
ACH	**Christopher Reno** August 2026 Trolley Repairs	09/08/2026	5,500.00
ACH	**EDD ACH** August 2026 Payroll Expense	09/08/2026	8,078.16
ACH	**IRS ACH** August 2026 Payroll Expense	09/08/2026	47,220.51
ACH	**Mission Square 457 ACH** August 2026 Payroll Expense	09/08/2026	10,354.60
ACH	**CalPERS Retirement ACH** August 2026 Payroll Expense	09/09/2026	26,959.49

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
ACH	**Ameriflex: Claims ACH**		09/09/2026	634.06
	August 2026 Payroll Expense			
ACH	**Health and Human Resource Center Inc**		09/10/2026	143.64
	October 2026 Employee Assistance Program			
ACH	**Willdan Engineering**		09/10/2026	19,353.00
	July & August 2026 Services			
	Code Enforcement	12,750.00		
	Building & Safety Services	3,347.50		
	Project 1013.001 216 Park Ave Plan Checking	567.50		
	Project 1019.001 923 E Ojai Ave Plan Checking	2,688.00		
ACH	**Colantuono, Highsmith & Whatley, PC**		09/10/2026	294.00
	July 2026 Services			
	Special Project	39.50		
	Labor & Employment	39.50		
	Adv. John Doe	172.00		
	Miscellaneous Litigation	43.00		
ACH	**Phoenix Civil Engineering, Inc.**		09/10/2026	112,723.40
	July 2026 Services			
	Citywide Paving Projects	107,855.50		
	Pedestrian & Bike Safety Improvement Project	877.50		
	Gym Structural Design Project	2,730.40		
	Arbolada Striping and Signage Project	1,260.00		
ACH	**CalPERS Retirement ACH**		09/10/2026	110.00
	August 2026 Payroll Expense			
				1,204,640.31
ACH	**Payroll**			
	Pay Period 8/17/2026-8/30/2026		09/03/2026	126,212.32
		Wire & Paper Check Total		**126,212.32**
			Grand Total	**$ 1,330,852.63**

City of Ojai
Disbursement by Category

Category	Amount
Advertising	**3,003.00**
Ojai Valley News	1,213.00
The Ojai Quarterly	1,790.00
Lease and Rentals	**3,608.61**
Bennie K. Enterprises Inc	1,370.00
County of Ventura	530.45
Greg Rents	128.70
StoreRite	222.75
United Site Services Inc	1,356.71
Payroll and Benefits	**313,830.08**
Ameriflex: Claims ACH	2,836.56
CalPERS Health ACH	90,732.61
CalPERS Retirement ACH	27,069.49
EDD ACH	8,308.17
Health and Human Resource Center Inc	143.64
IRS ACH	48,172.69
Mission Square 457 ACH	10,354.60
Pay Period 8/17/2026-8/30/2026	126,212.32
Professional Services/Contract Services	**790,908.14**
Agromin	1,951.96
AllConnected, Inc.	13,931.80
Alta Planning + Design, Inc.	23,480.01
Central Coast Powersports LLC	2,594.04
Chakra Investments, Inc.	273.27
Christopher Reno	9,625.00
Climatec LLC	20,900.00
County Fire Protection	1,607.42
Data Ticket, Inc.	232.00
EideBailly LLP	3,579.25
Emmanuel A Mendez	1,250.00
Gregory Kiley	3,000.00
Help of Ojai Inc.	4,500.00
J & H Engineering	482,314.05
Jan C. Scow	1,400.00
JMG Security Systems, Inc.	420.00
Koolco Mechanical Inc	136.74
Ojai Valley Fire Safe Council, Inc.	28,951.88
Phoenix Civil Engineering, Inc.	112,723.40
Rincon Consultants Inc	1,128.75
Secural Security Corporation	13,235.52
Solid Waste Solutions Inc.	2,277.50
Taylor Fulton	800.00
VC Tax Collector	50.05
Willdan Engineering	60,545.50
Recreation Classes	**695.80**
AllGood Driving School, Inc.	28.00
VC Fusion Soccer	667.80
Subscriptions and Software	**43,815.36**
CoStar Realty Information Inc	1,032.00
Springbrook Holding Company, LLC	42,783.36
Supplies	**15,518.53**
Amazon.com/Sales, Inc	5,328.17

Catalina Industries Inc	98.66
Delta Liquid Energy	1,141.45
Meiners Oaks Hardware	10.70
National Graphics, LLC	435.15
Ojai Auto Supply	1,851.91
Prudential Overall Supply	269.00
Puretec Industrial Water	146.43
Ready Refresh by Nestle	436.44
Sinclair Sanitary Supply, Inc.	2,285.75
Total ID Solutions, Inc	2,695.00
Traffic Technologies, Inc.	387.84
Vulcan Materials Company	423.05
Westridge Market Inc	8.98
Utilities	**3,954.66**
Charter Communications Holdings, LLC	208.00
Ojai Valley Sanitary District	2,138.82
Verizon Wireless	1,607.84
Reimbursement and Refunds	**565.85**
Andrew Bassis	514.00
Brianna Soliz	30.00
Shelly Felton	21.85
Legal	**154,952.60**
Aleshire & Wynder LLP	106,102.00
BKS Law Firm, PC	48,556.60
Colantuono, Highsmith & Whatley, PC	294.00
Grand Total	**1,330,852.63**

Warrant Register for the Meeting Date September 22, 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.

_____

Leah Palmer, Acting Finance Director

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Steve Olsen, City Treasurer
Leah Palmer, Acting Finance Director

MEETING DATE: **September 22, 2026**

SUBJECT: **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of August 31, 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 2026. 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 8/31/2026
Cash in Bank			
MBS Cash	$ 23,349	0.00%	
Wells Fargo Sweep	$ 1,764,489	3.54%	$ 10,366
Wells Fargo Section 125	$ 20,621	0.00%	
Investment Accounts			
LAIF	$ 27,407,829	3.84%	
MBS Certificate of Deposits	$ 10,125,728	3.55%	$ 62,426
Total Cash & Investments	**$ 39,342,016**	**3.75%**	**$ 72,792**

Change in Portfolio:
08-2026 None

The attached Treasurer's report for the month of August 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: Matthew Hutchins, Accountant II

ATTACHMENT(S)
Attachment A – Treasurer's Report
Exhibit A – Cash & Investment Summary

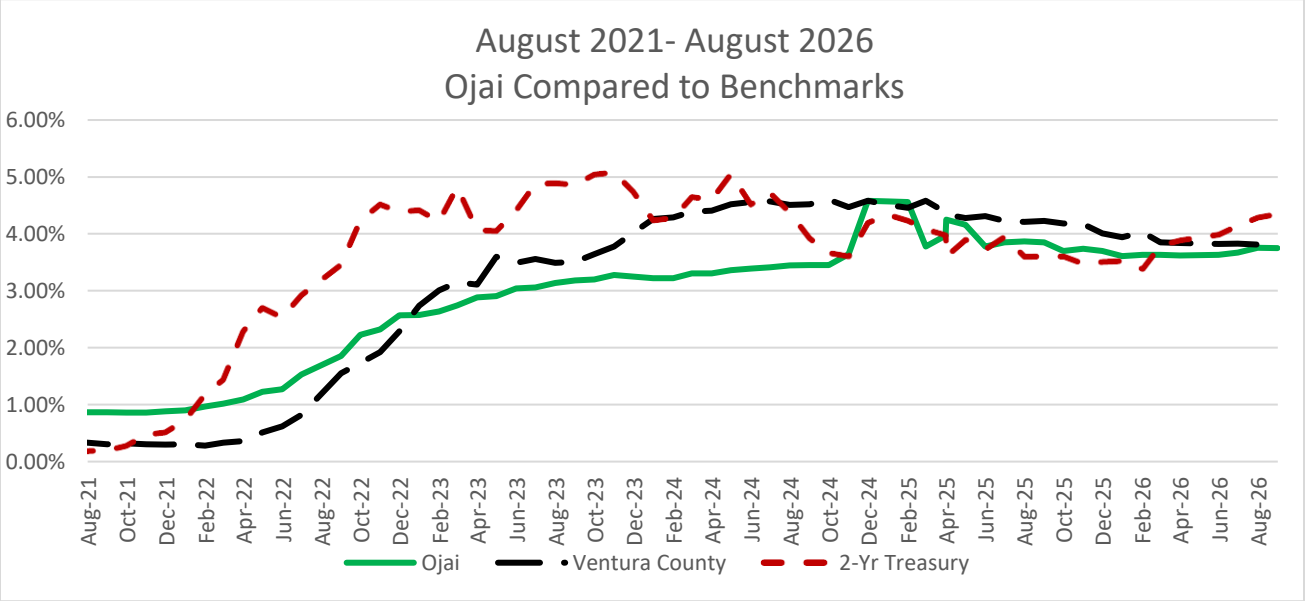
City of Ojai
Treasurer's Report for the Month of August 2026

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 2026. The investment plan was developed within the framework of the three basic requirements for our investments:

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

Benchmarks

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



The weighted average yield to maturity and the weighted average DTM for the City's investments portfolio on August 31, 2026, were 3.75% and 259 days. By comparison, the weighted average yield to maturity and the weighted average DTM for the County of Ventura portfolio were 3.79% and 270 days, and 2-yr Treasury were 4.34% and 720 days.

Impact of Market Changes on Investment Earnings and Values

Investments are purchased at par value and market interest rates may vary from the investment's

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

Planned Investment Instruments

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

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

Credit, Interest Rate, and Reinvestment Risk

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

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

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

Changes to the Pooled Cash and Investment Portfolio

Action:

Transaction Date	Amount	Description	Maturity Date	Percent Yield
None				

Cash and Investment Balances

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

This report is presented pursuant to the City of Ojai's Investment Policy Resolution 26-23 adopted by the City Council on June 23, 2026. Staff estimate that there are sufficient funds available to meet the next 6 months' obligations.

CITY OF OJAI
TREASURER'S REPORT - CASH & INVESTMENT SUMMARY
August 31, 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	20,621	20,621	0.05%		1	0.00%
	Total	20,621	20,621	0.05%			
Money Market							
Wells Fargo (Sweep)	Sweep	1,764,489	1,764,489	4.49%		1	3.54%
MBS (Cash)	Cash	23,349	23,349	0.06%		1	0.00%
	Total Operating Cash	1,787,838	1,787,838	4.54%			
Invested Cash							
Local Government Pools and Certificates of Deposit							
Local Agency Investment Funds	Investment Pool	27,407,829	27,407,829	69.67%		220	3.84%
Certificates of Deposit:							
FIRST TECHNOLOGY FED	Certificate of Deposit	245,000.00	245,002	0.62%	9/25/2026	25	4.05%
QUORUM FED CR UN PUR	Certificate of Deposit	249,000.00	249,027	0.63%	9/30/2026	30	4.15%
NUMERICA CR UN	Certificate of Deposit	249,000.00	249,067	0.63%	9/30/2026	30	4.35%
B1BANK BATON ROUGE	Certificate of Deposit	245,000.00	244,929	0.62%	9/30/2026	30	3.65%
FIRST NATL BK MIDDLE	Certificate of Deposit	245,000.00	244,858	0.62%	9/30/2026	30	3.70%
WINGS FINL CR UN	Certificate of Deposit	245,000.00	244,951	0.62%	10/21/2026	51	4.00%
AMERICAS CR UN	Certificate of Deposit	248,000.00	247,983	0.63%	10/23/2026	53	3.85%
SYNCHRONY BK RETAIL	Certificate of Deposit	248,000.00	246,718	0.63%	11/5/2026	66	1.10%
MERRICK BK SOUTH	Certificate of Deposit	249,000.00	247,292	0.63%	11/30/2026	91	1.15%
PENTAGON FEDERAL CR	Certificate of Deposit	249,000.00	246,926	0.63%	12/23/2026	114	1.25%
STATE BK INDIA NEW	Certificate of Deposit	247,000.00	244,755	0.62%	1/21/2027	143	1.65%
DOGWOOD ST BK	Certificate of Deposit	249,000.00	246,356	0.63%	1/28/2027	150	1.30%
FIRST CAROLINA BK	Certificate of Deposit	249,000.00	246,356	0.63%	1/28/2027	150	1.30%
AMERANT BK NATL ASSN	Certificate of Deposit	248,000.00	245,319	0.62%	2/16/2027	169	1.60%
CFBANK NATL ASSN	Certificate of Deposit	249,000.00	246,082	0.63%	2/17/2027	170	1.40%
CAPITAL ONE BK USA	Certificate of Deposit	246,000.00	244,032	0.62%	4/6/2027	218	2.65%
CAPITAL ONE NATL	Certificate of Deposit	246,000.00	244,219	0.62%	4/27/2027	239	2.90%
LAFAYETTE FED CR UN	Certificate of Deposit	245,000.00	243,650	0.62%	5/25/2027	267	3.25%
CAPITAL ONE NATL	Certificate of Deposit	246,000.00	244,470	0.62%	6/1/2027	274	3.20%
FIRST NATL BK AMER	Certificate of Deposit	249,000.00	250,228	0.64%	7/26/2027	329	4.60%
MORGAN STANLEY BK N	Certificate of Deposit	245,000.00	243,817	0.62%	8/4/2027	338	3.55%
COBALT FED CR UN	Certificate of Deposit	245,000.00	243,858	0.62%	9/15/2027	380	3.60%
DECORAH BK & TR CO	Certificate of Deposit	249,000.00	246,386	0.63%	9/23/2027	388	3.70%
FIRST FNDTN BK	Certificate of Deposit	244,000.00	245,569	0.62%	11/4/2027	430	4.70%
TRUE SKY FED CR UN	Certificate of Deposit	249,000.00	249,035	0.63%	11/8/2027	434	4.10%
PEOPLES BK CO	Certificate of Deposit	249,000.00	248,236	0.63%	1/12/2028	499	3.90%
SAN FRANCISCO FED CR	Certificate of Deposit	249,000.00	249,707	0.64%	2/3/2028	521	4.35%
LIBERTY FIRST CR UN	Certificate of Deposit	249,000.00	249,735	0.64%	2/3/2028	521	4.35%
ALASKA USA FED CR UN	Certificate of Deposit	248,000.00	250,542	0.64%	3/22/2028	569	4.85%
NEIGHBORS FED CR UN	Certificate of Deposit	248,000.00	251,452	0.64%	7/26/2028	695	5.00%
TTCU FED CR UN TULSA	Certificate of Deposit	248,000.00	251,452	0.64%	7/26/2028	695	5.00%
CUSTOMERS BK MALVERN	Certificate of Deposit	245,000.00	243,327	0.62%	8/15/2028	715	3.90%
LEADERS CR UN	Certificate of Deposit	248,000.00	251,586	0.64%	8/30/2028	730	5.00%
EMPOWER FED CR UNION	Certificate of Deposit	248,000.00	252,094	0.64%	9/29/2028	760	5.10%
NICOLET NATL BK	Certificate of Deposit	249,000.00	246,522	0.63%	11/1/2028	793	3.80%
BAXTER CR UN VERNON	Certificate of Deposit	249,000.00	247,997	0.63%	11/22/2028	814	4.10%
CITY FED CR UN	Certificate of Deposit	249,000.00	246,983	0.63%	1/12/2029	865	3.95%
MAUCH CHUNK TR CO	Certificate of Deposit	248,000.00	248,117	0.63%	2/28/2029	912	4.35%
BEAL BK USA LAS	Certificate of Deposit	244,000.00	246,057	0.63%	6/6/2029	1,010	4.70%
BALBOA THRIFT & LN	Certificate of Deposit	249,000.00	247,723	0.63%	7/23/2029	1,057	4.20%
SALLIE MAE BK SALT	Certificate of Deposit	244,000.00	243,317	0.62%	7/24/2029	1,058	4.30%
Total Certificates of Deposit		**10,142,000**	**10,125,728**	**25.74%**			
	Total	39,358,287	39,342,016	95.40%		259	**(A)** 0.0374935
	Total Pooled Operating Cash & Investments	**39,358,287**	**39,342,016**	**100.00%**			
	Total Pooled Cash & Investments	$ 39,358,287	$ 39,342,016	100.00%			

Rate includes 0.12% interest rate + 0.35% earnings credit

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

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **September 22, 2026**

SUBJECT: **Authorize the Issuance of a Purchase Order to National Auto Fleet Group for the Purchase of One Ford Maverick Hybrid Truck**

RECOMMENDATION

Authorize the City Manager to issue a purchase order to National Auto Fleet Group in an amount not-to-exceed $31,832.66 for one (1) 2026 Ford Maverick Hybrid Pickup Truck.

DISCUSSION

On August 17, 2026, staff solicited a quote through Sourcewell, a cooperative purchasing organization that provides competitively solicited contracts for state and local governments. Sourcewell conducts competitive solicitations for services and goods on behalf of its members at the national level. Based on the results of its open, competitive processes, Sourcewell enters into contracts with vendors who commit to providing certain competitive benefits to agencies who purchase goods and services using a Sourcewell contract, including significantly discounted pricing. Purchases are effectuated by issuing a purchase order or local contract incorporating the terms and conditions of the Sourcewell contract that is issued directly to the vendor or a local authorized representative of the vendor. The local authorized representative must agree to comply with the terms and conditions of the Sourcewell contract.

Sourcewell maintains an active agreement with 72 Hour LLC, doing business as National Auto Fleet Group (“NAFG”) under Contract No. 081325-NAF. Using this cooperative agreement allows the City to benefit from pre-established, competitively bid pricing without conducting a separate solicitation process.
National Auto Fleet Group has provided Quote ID 35920 for one (1) new, unused 2026 Hybrid Ford Maverick in an amount not to exceed $31,832.66, inclusive of all applicable taxes and fees. To secure the City's position in the production queue and ensure timely delivery, issuance of a purchase order is required.

Upon City Council approval, the vehicle will be ordered and is expected to be delivered during Fiscal Year 2026/27, with an estimated production and delivery timeline of 16 to 20 weeks. Due to high market demand for hybrid trucks, staff recommend proceeding with the procurement at this time to avoid potential delays or price increases.

Staff considered the purchase of a fully electric work truck for this procurement. As demonstrated by the City's prior experience procuring three (3) Ford Lightnings and a 2026 Chevrolet Silverado EV truck. The market for full-electric work trucks remains constrained. Ford is no longer manufacturing Ford Lightnings; thus, this option is now unavailable to the City for purchase, and an additional 2026 Chevrolet Silverado EV does not meet the needs of our City fleet. The Ford Maverick Hybrid represents a practical and immediately available alternative that delivers strong fuel economy, 42 MPG city and 35 MPG highway, while still advancing the City's sustainability goals. Staff will continue to evaluate full EV options for future fleet procurements.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 7 - Climate Resiliency

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

FISCAL IMPACT
Funds for the hybrid truck are available in the Vehicle Purchase Fund, Account No. 033-1601-0899-100. The purchase order issued to National Auto Fleet Group shall not exceed $31,832.66. A Chevy Silverado was purchased earlier in the fiscal year, so if Council approves the purchase, $61,982 will be remaining.

Prepared by: Lindy Palmer, Public Works Director

ATTACHMENT(S)
A. Sourcewell Quote ID 35920
B. Sourcewell Contract #081325-NAF with National Auto Fleet Group

National Auto Fleet Group
A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

8/17/2026

Government Quote ID: **35920**

Order Cut Off Date: **5/15/2026**

Ms Makayla Endo
City of Ojai

408 S. Signal St

Ojai, California, 93023

Dear Makayla Endo,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2026 Ford Maverick (W8A) XL FWD SuperCrew 121.1" WB 4.5' Box,) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	$29,990.00	$29,672.64	1.058 %	$317.36
Tax (7.2500 %)		$2,151.27		
Tire fee		$8.75		
Total		$31,832.66		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 081325-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 30 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Standard Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572

Sourcewell
Awarded Contract
Contract # 081325-NAF

CHEVROLET FORD NISSAN TOYOTA BUICK CADILLAC GMC

Purchase Order Instructions & Resources

Once units are scheduled by OEM, no cancellations are accepted

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:	**www.NAFGETA.com**
Use the upfitter of your choice:	**www.NAFGpartner.com**
Vehicle Status:	**ETA@NationalAutoFleetGroup.com**
General Inquiries:	**Fleet@NationalAutoFleetGroup.com**

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	**Description**
993	Engine: 2.5L Hybrid, (STD)
TRANSMISSION	
Code	**Description**
44E	Transmission: Power-Split Electric CVT, (STD)
PRIMARY PAINT	
Code	**Description**
YZ	Oxford White
SEAT TYPE	
Code	**Description**
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats, -inc: 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
AXLE RATIO	
Code	**Description**
___	2.91 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	**Description**
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others
OPTION PACKAGE	
Code	**Description**
100A	Equipment Group 100A

2026 Fleet/Non-Retail Ford Maverick XL FWD SuperCrew 121.1" WB 4.5' Box

WINDOW STICKER

2026 Ford Maverick XL FWD SuperCrew 121.1" WB 4.5' Box

CODE	MODEL	MSRP
W8A	2026 Ford Maverick XL FWD SuperCrew 121.1" WB 4.5' Box	$28,145.00
	OPTIONS	
993	Engine: 2.5L Hybrid, (STD)	$0.00
44E	Transmission: Power-Split Electric CVT, (STD)	$0.00
YZ	Oxford White	$0.00
9W	Black Onyx/Dark Slate, Front Cloth Bucket Seats, -inc: 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin	$0.00
___	2.91 Axle Ratio, (STD)	$0.00
153	Front License Plate Bracket, -inc: Standard in states where required by law, optional to all others	$0.00
100A	Equipment Group 100A	$0.00

Please note selected options override standard equipment

	SUBTOTAL	**$28,145.00**
	Advert/ Adjustments	$0.00
	Manufacturer Destination Charge	$1,845.00
	TOTAL PRICE	**$29,990.00**

Est City: 42 MPG
Est Highway: 35 MPG
Est Highway Cruising Range: 483.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Government Quote ID: 35920

Standard Equipment

MECHANICAL

Engine: 2.5L Hybrid (STD)
Transmission: Power-Split Electric CVT (STD)
2.91 Axle Ratio (STD)

WHEELS

Wheels: 17" Steel w/Sparkle Silver Painted Cover

ADDITIONAL EQUIPMENT

Engine Auto Stop-Start Feature
Transmission w/Driver Selectable Mode
Front-Wheel Drive
45-Amp/Hr 390CCA Maintenance-Free Battery w/Run Down Protection
Regenerative 150 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
1500# Maximum Payload
GVWR: 5,230 lbs
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
13.8 Gal. Fuel Tank
Single Stainless Steel Exhaust
Strut Front Suspension w/Coil Springs
Torsion Beam Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion (li-Ion) Traction Battery 1.1 kWh Capacity
Regular Box Style
Wheels w/Hub Covers
Tires: P225/65R17 A/S BSW
Steel Spare Wheel
Compact Spare Tire Stored Underbody w/Crankdown
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent
Black Rear Step Bumper
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles

Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Fixed Interval Wipers
Galvanized Steel/Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Manual Tailgate/Rear Door Lock
Autolamp Auto On/Off Reflector Led Low/High Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
Auto High Beams
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Steering Wheel Controls, Radio Data System and External Memory Control
Radio: AM/FM Stereo w/6 Speakers -inc: 2 front USB ports and 1 rear USB port
6 Speakers
Streaming Audio
Integrated Roof Antenna
SiriusXM w/360L -inc: A 3-month trial subscription is included for all new SiriusXM-equipped Ford vehicles, Service will automatically stop at the end of your trial subscription period unless you decide to continue service, Trial is non-transferrable, If you do not wish to enjoy your trial, you can cancel by calling the number below, All SiriusXM services require a subscription, each sold separately by SiriusXM after the trial period, Service subject to the SiriusXM customer agreement and privacy policy, visit siriusxm.com for complete terms and how to cancel which includes online methods or calling 1-866-635-2349, Some services and features are subject to device capabilities and location availability, Satellite service not available in Alaska and Hawaii, Certain features and/or content may not be available in vehicles w/SiriusXM w/360L unless an active data connection is enabled in the vehicle, Content varies by SiriusXM subscription plan, All fees, content and features are subject to change, SiriusXM and related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries
SYNC 4 -inc: 13.2" center display, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual
Wireless Phone Connectivity
2 LCD Monitors In The Front
Driver Seat
Passenger Seat
Full Folding Bench Front Facing Fold Forward Seatback Cloth Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel
Cruise Control w/Steering Wheel Controls
Voice Activated Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Glove Box
Driver Foot Rest
Interior Trim -inc: Colored Instrument Panel Insert, Colored Door Panel Insert and Other Interior Accents
Full Cloth Headliner
Front Cloth Bucket Seats -inc: 6-way manual adjustable driver and 4-way manual adjustable passenger, front floor console w/eShifter, armrest and storage bin
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 1 12V DC Power Outlet
Front Map Lights
Full Carpet Floor Covering -inc: Carpet Front Floor Mats
Cab Mounted Cargo Lights
Smart Device Remote Engine Start
Smart Device Integration
Rear View Camera
Pre-Collision Assist w/Automatic Emergency Braking -inc: pedestrian detection, forward collision warning, dynamic brake support, automatic emergency braking (AEB) oncoming and post-collision braking
Intersection Assist
Lane-Keeping System -inc: Lane-Keeping Alert, lane-keeping assist, Driver Alert and road edge detection
Ford Connectivity Package (1-Year Included) -inc: Features may vary by make and model, unlimited Wi-Fi hotspot, audio and video streaming, voice assistant and entertainment, Included for one-year from warranty start date, Requires activation via Ford app w/credit card authorization; customer may cancel at any time, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, Ford may temporarily slow data speeds if such data usage reaches or exceeds 50G within a billing cycle or due to network limitations, If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan
Dashboard Storage, Driver / Passenger And Rear Door Bins and 2nd Row Underseat Storage
Power 1st Row Windows w/Driver 1-Touch Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance

Seats w/Cloth Back Material
Manual Adjustable Front Head Restraints and Fixed Rear Head Restraints
Front Center Armrest
1 Seatback Storage Pocket
Securilock Anti-Theft Ignition (pats) Immobilizer
1 12V DC Power Outlet
Air Filtration
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Emergency Sos Capability
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners

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MASTER AGREEMENT #081325
CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories
SUPPLIER: 72 Hour LLC, dba National Auto Fleet Group

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for

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ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13, 2029, unless it is cancelled or extended as defined in this Agreement.

   a. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP # 081325 to Participating Entities. In Scope solutions include:

   a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:

      i. Vehicles of the following types and classifications:
         (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
         (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
         (3) Vans: passenger and cargo; and
         (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
      ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
         (1) Public safety applications;
         (2) ADA and paratransit applications;
         (3) Service bodies and utility bed for light trucks; and
         (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
      iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
      iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

   Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

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9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or

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conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or

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contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further

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certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

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xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

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7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

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15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under

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this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

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c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms

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of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

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Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 12:32 PM CST

72 Hour LLC, dba National Auto Fleet Group

Signed by:
FACBB5730C1E467...

By: _____

Jesse Cooper

Title: Fleet Manager

Date: 11/12/2025 | 11:01 AM CST

RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Friday August 01, 2025 12:01:47
Submitted On:	Sunday August 10, 2025 16:56:26
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	31d3edf8-96d1-4de1-b38c-173d68dcae06
Submitter's IP Address:	147.243.244.170

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	72 Hour LLC DBA: National Auto Fleet Group By: Jesse Cooper	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	72 Hour LLC has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group Chevrolet of Watsonville Watsonville Ford (WCAF LLC) Watsonville CDJR (WCDJR, LLC) Watsonville Fleet Group Clewiston Motor Company, inc Alan Jay Automotive Inc Alan Jay Ford Alan Jay CDJR Alan Jay Chrysler Jeep Inc Alan Jay Buick Alan Jay outlet Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Duns#: 023680653 Unique Entity ID: Y1FHD2Z1ZDY5 CAGE/NCAGE: 7ZXM2	*
5	Provide your NAICS code applicable to Solutions proposed.	441110 (New Car Dealers) 532112 (Passenger Car Leasing)	
6	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
7	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*

10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Melvin Cooper President 490 Auto Center Drive Watsonville, CA 95076 831-722-4122	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	National Auto Fleet Group was founded in 2010 as a new division of 72 Hour LLC, born from a single dealership in Southern California with a bold vision for streamlined fleet solutions. Since then, we've expanded our reach to include a growing network of dealerships both within and beyond California, allowing us to serve public agencies and government entities with greater efficiency and scale. From day one, our company has embraced a people-first mindset by hiring from within, investing in long-term careers, and building a culture rooted in loyalty and growth. Many of our original Fleet Managers are still with us today, a reflection of our commitment to strong internal leadership and lasting relationships. As the automotive landscape has evolved, so have we by adapting to emerging technologies, sustainability trends, and industry innovations. And yet, our core values remain unchanged: integrity, service, and a deep responsibility to the members we serve. We live by our promise to deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place, at the RIGHT price. Proudly family-owned and operated, National Auto Fleet Group carries forward generations of automotive experience with a forward-looking approach. With future generations already preparing to carry the torch, we remain focused on delivering unmatched value and service for decades to come.	*
12	What are your company's expectations in the event of an award?	If awarded, this would mark our sixth Sourcewell contract, which is an achievement we're incredibly proud of. We're fully prepared to execute with the same precision, care, and commitment that has defined our previous partnerships with Sourcewell. Our expectations are simple: to continue delivering exceptional customer service, to raise the bar on satisfaction, and to deepen our value to your members. We plan to leverage this award to launch new growth strategies and expand the reach of our offerings to even more agencies across the country. As part of that growth, we're excited to introduce our Partner Program, detailed in the "Marketing Plan for NAFG 081325" attachment. This next-generation tool empowers members to choose preferred upfitters, creating a seamless quoting and service experience through National Auto Fleet Group. We believe there's immense value in building these flexible, member-driven partnerships and we're committed to providing turnkey solutions that are not just efficient, but genuinely satisfying from start to finish.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	To demonstrate National Auto Fleet Group's financial strength and stability we've uploaded current bank commitment letters under the Financial Strength section of the online application. We maintain a direct line of credit of $85,000,000, actively utilized to support our current and previous Sourcewell contracts. This line can be extended as needed to meet the evolving demands of Sourcewell members. To further reinforce our market position, we've included a summary of awarded government contracts that, collectively, represent hundreds of millions of dollars in vehicle and equipment deliveries under our existing Sourcewell agreement. In addition, we've provided letters of commitment from several of our nationally recognized upfitting partners, including The Knapheide Manufacturing Company, as well as regional leaders such as Phenix Truck Body in Southern California. These suppliers serve as trusted partners, offering localized support to help us fulfill orders efficiently and with precision. Lastly, we've attached supporting documentation to show the consistent growth we've achieved since receiving our first Sourcewell contract in 2012. We hope these materials clearly demonstrate our long-term commitment to financial integrity, operational excellence, and building trusted relationships with both our partner upfitters and the members we serve.	*
14	What is your US market share for the Solutions that you are proposing?	Across the brands and OEMs we represent, our estimated U.S. market share for the proposed Solutions falls between 60% and 75%. This strong presence reflects our deep partnerships, longstanding industry relationships, and consistent ability to deliver tailored fleet solutions nationwide.	*

15	What is your Canadian market share for the Solutions that you are proposing?	While it is difficult to precisely quantify Canadian market share for the brands and OEMs we represent, we estimate it aligns closely with our U.S. share, which is approximately 60% to 75%. This estimate reflects the consistent performance and availability of our represented brands across both markets.
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is best described as option 'A' - a distributor/dealer/reseller and authorized dealer partner for over 17 OEM manufacturers. Our network includes major brands such as Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac, and Volkswagen. All orders are placed through franchised dealerships and titled directly to the purchasing member, ensuring compliance with all regulatory and manufacturer requirements. Supporting documentation, franchise agreements and seller's permits are authorization by the OEM's, including certifications, DMV authorizations, and factory licenses, can be found in the “Related Certification” section of this RFP submission. Please note: We do not offer used equipment under this contract.
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer’s License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller’s permit license. All which NAFG and Dealer Partner’s hold. Please review our attachment documents in section “Related Certification” for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. Some of our Licenses are outlined here but not limited to: CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller’s Permit 101-135239 CA State Seller’s Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller’s Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller’s Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller’s Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Not applicable. National Auto Fleet Group has not been suspended or debarred at any point within the past ten years.

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Over the past five years, National Auto Fleet Group has been honored with several industry recognitions that reflect our commitment to excellence in government sales. Most notably, we received top placement from Ford Motor Company as the leading dealership in Government Sales -a distinction we're especially proud of. Additionally, our performance with Chevrolet has earned consistent recognition from General Motors, with honors received in five out of the past six consecutive years. These awards speak to the strength of our partnerships, the dedication of our team, and our ongoing focus on delivering outstanding service to public sector clients nationwide.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Within our fleet division, approximately 90% of all sales over the past three years have been to governmental entities. This consistent focus reflects our deep experience and trusted relationships within the public sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Over the past three years, approximately 20% of our government sector sales have been to educational institutions, including K-12 districts, colleges, and universities. Education remains a key focus within our public sector partnerships.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	We currently hold the State of California contract, under which we have delivered between 200 and 500 units annually over the past three years. In addition, we have maintained multiple Sourcewell contracts—including 091521-NAF and 032824-NAF with combined quarterly sales totaling over $350 million across that same period. These cooperative purchasing agreements have been instrumental in expanding our reach and supporting consistent, large-scale fulfillment for public sector members nationwide.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's primary focus is on our Sourcewell contract, along with the State of California contract. We do not currently hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA). Our annual sales volume across these agreements is estimated to exceed $150 million over the past three years.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles, CA	Joe Casaletta	323-526-9233	*
City of Santa Monica, CA	Mark Zamora	310-458-8526	*
City of San Diego, CA	Ralph Monroy	619-527-7577	*
City of Jersey City, NJ	James Lovero	201-547-4423	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group operates with a robust combination of direct and indirect sales force personnel. Our direct sales force includes both in-house employees and partner dealership staff, totaling over 300 full-time and part-time individuals. These professionals are strategically located across the U.S., enabling us to support members nationwide. We also leverage strong relationships with larger-class dealerships to fulfill lower-class vehicle needs creating a versatile, cross-functional sales team that serves both our dealership network and the NAFG Fleet Division. Our indirect sales force includes more than 100 personnel from our upfitter and supplier partner network, and that number continues to grow each year. This collaborative network supports quoting, fulfillment, and customer service, ensuring our members receive turnkey solutions that are seamless from start to finish. Together, our direct and indirect teams have enabled NAFG to successfully grow, scale, and serve the evolving needs of Sourcewell members. As membership expands, we are fully committed to continuing that growth by bringing on additional staff to meet rising demand and, more importantly, exceed expectations.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Our network of Authorized Sellers spans both the United States, supported by a strong franchise system built through our 17 proposed OEMs. Each of these manufacturers has established extensive dealer networks across North America, with factory-authorized stores strategically located to ensure all members have access to local service, support, and warranty coverage. This built-in infrastructure enables us to deliver Solutions efficiently and reliably no matter where a member is located within the US. With certified dealerships in all 50 U.S. states, we are equipped to provide responsive delivery, servicing, and warranty fulfillment with consistency and scale. NAFG feel's the North American automotive supply chain, particularly for the OEMs we represent, is one of the strongest and most reliable in the world. Our access to this network ensures that Sourcewell members receive the highest level of support from order to delivery and beyond.	*
28	Service force.	The 17 OEMs we represent offer access to thousands of authorized service centers and warranty repair facilities across the United States. This expansive service network ensures that Sourcewell members have convenient, reliable support no matter where they are located with service centers in every state. All OEM service locations are fully equipped to handle maintenance and warranty needs for their respective brands, providing timely and expert service that supports the full lifecycle of the vehicles we deliver. While service accessibility is generally comprehensive across the continental U.S., members in Alaska and Hawaii may experience greater distances between franchise locations, which could impact travel time to the nearest authorized service center. Even in those cases, we work closely with our OEM partners to coordinate support and minimize disruption.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can inquire about a new vehicle order process in three convenient ways: Online by visiting www.NationalAutoFleetGroup.com and using our step-by-step quote builder, By phone at 855-289-6572 to speak directly with a fleet representative, or By email at Fleet@NationalAutoFleetGroup.com. Once an order is submitted, National Auto Fleet Group handles all coordination, including processing the order with the manufacturer and managing the vehicle's path through any requested upfitting or customization. Depending on the needs of the member, vehicles are either routed to an upfitting partner or shipped directly to the desired end-user location. Throughout the process, our team remains the primary point of contact—managing communication, timelines, and logistics between the member, the manufacturer, and any third-party service providers. This ensures a streamlined, transparent, and responsive ordering experience from start to finish.	*
30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	National Auto Fleet Group has consistently managed and delivered large-scale vehicle orders from government and education members nationwide. Ranging from 5 to 927 units in a single order from cars, vans, SUV's to light trucks, including complex multi-upfitted units. Our ability to deliver large scale orders is supported not only by a streamlined digital ordering process, strong OEM partnerships, and a coast-to-coast dealer and supplier network but also our strong commitment from our banking partner Bank of America which opened up $ 85,000,000 for our use to fulfill orders. For example, through our Sourcewell contracts, over the past 12 years we've fulfilled hundreds of millions of dollars in vehicle orders—often involving high-volume orders that include detailed upfitting, title coordination, and multi-location delivery logistics. With our track record of thousands of units processed through platforms like our www.NationalAutoFleetGroup.com quote builder, we've demonstrated time and again our readiness to support large-volume orders quickly, accurately, and	*

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program is built on proactive support, personalized guidance, and transparency in every stage of the process. From quote to delivery, members are supported by our dedicated staff available Monday through Friday, 7 AM to 7 PM PST, as well as a live chat function on our website for real-time assistance. Members can generate quotes online through a secure dashboard, customize builds, request upfitting, and view transparent pricing including MSRP, contract discounts, and total savings all within a few clicks. After submitting an order, members receive a Courtesy Confirmation to double-check specifications, colors, quantities, upfits, and title information. We also provide members with a “Track Your Order” feature, allowing real-time status updates using their PO number, Quote ID, VIN, or Upfit Quote ID similar to tracking a UPS package. This visibility helps members feel in control and supported every step of the way. Our team also actively communicates factory cut-off dates, sends reminders, and documents these deadlines directly on quotes. Everything we do is focused on making the buying process easier, more transparent, and more member-driven.	*
32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	National Auto Fleet Group has nationwide reach and the infrastructure to serve all Sourcewell members across the contiguous U.S., Alaska, Hawaii, U.S. Territories, and Canada. Our network of 17 OEM partners includes factory-authorized dealers and service centers across all 50 states and Canadian provinces, ensuring local access to warranty work, vehicle servicing, and delivery coordination. Even in geographically challenging areas like Alaska and Hawaii, we work closely with manufacturers and logistics partners to overcome longer distances between franchise points, ensuring every member receives the same level of support. Members also benefit from real-time tracking through our website, and our Customer Service Team is available to assist with logistics, titling, and documentation whether delivery is local	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are fully committed to serving all Sourcewell participating entities. In fact, Sourcewell members are the core of our business making up over 90% of our government sales activity over the past three years. We provide a full scale Solution designed specifically with Sourcewell members in mind. From simplified online quoting to customized upfitting and transparent pricing. Whether it’s a school district ordering a fleet of vans or a public works department in need of a specialty upfit, we treat every request with urgency, accuracy, and care. Our willingness to support members isn’t just operational, it’s cultural. Our entire team are all aligned around one mission: to make it as easy as possible for Sourcewell members to get what they need, when they need it.	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAFG are both willing and eager to extend our products and services to Sourcewell members in Canada. Expanding into the Canadian market is a natural next step for our organization, and we believe strongly in building success through partnerships with established, local Canadian dealer groups. Our proven business model, competitive pricing, and seamless digital tools provide a strong foundation for growth. Additionally, our straightforward approach to U.S. Dollar to Canadian Dollar conversion ensures transparency and simplicity for Sourcewell members across borders. We’re excited about the opportunity to support Canadian members with the same commitment to service, reliability, and value that we’ve delivered in the U.S. for over a decade.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	National Auto Fleet Group will fully support 100% of geographic areas within the United States under the proposed agreement. We will continue to serve all Sourcewell members through our 24/7 online portal, offering around-the-clock access to quotes, order tracking, and support. While we anticipate some logistical challanges in Canada, we are committed to expanding our infrastructure and dealer partnerships to offer equally robust service and customer care to Canadian members. One important note: while we do serve nonprofit organizations, these entities may not qualify for the same discounted pricing available to government agencies. Nonprofits are subject to a separate pricing program, and each request will be reviewed on a case-by-case basis to determine eligibility and ensure fair, appropriate solutions.	*

36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only potential contract requirements or restrictions for participating entities in Hawaii, Alaska, and U.S. Territories are related to logistics and shipping constraints. Due to geographic distance and limited access to certain shipping ports, there may be additional freight, handling, and port fees associated with vehicle delivery to these regions. For example, vehicles destined for Alaska or Hawaii, particularly those that include upfits, are often coordinated through mainland processing before being shipped to the final destination. In these cases, members are informed in advance and may elect to include the additional shipping and port costs directly into their quote, ensuring full transparency and cost accuracy from the start. Despite these logistical considerations, National Auto Fleet Group is fully equipped and experienced in fulfilling orders for members in these areas, and we will continue to do so with the same level of attention, care, and service as we provide in the continental U.S.	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	National Auto Fleet Group (NAFG) has over two generations of expertise in selling vehicles to state and local government agencies, public and private K-12 and higher education institutions, and non-profit organizations across the United States. As a minority family-owned business, we have built a strong reputation for our ability to navigate the complexities involved in government fleet vehicle purchasing. We specialize in offering hassle-free, reliable, and cost-effective solutions through our Sourcewell contracs since Sourcewell has done the bidding already on behalf of the members. Sourcewell contracts empower public agencies to bypass the tedious and time-consuming bidding process, allowing them to focus their efforts on other projects while we handle the procurement. NAFG holds two highly awarded Sourcewell contracts, which streamline vehicle purchases by providing a range of options—from light-duty vehicles like cars, vans, and SUVs to heavy-duty trucks, buses, and specialized vehicles for public entities. Through our partnerships with manufacturers and upfitters, we cater to the specific needs of government entities, school districts, and non-profits, ensuring the vehicles are ready for immediate in-service needs along with all necessary upfitting if needed. Our experience spans from working with small rural schools requiring a single van, to large cities replacing fleets of hunderds of utility trucks. No matter the scale or complexity, we are committed to offering the highest level of customer service and delivering vehicles that meet our clients' needs, budgets, and timelines. By leveraging the efficiency of Sourcewell's competitive contracts, we help our customers save both time and money, making vehicle purchasing seamless and efficient.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, National Auto Fleet Group (NAFG) will extend the terms of any awarded master agreement to nonprofit entities, provided the vehicles and the entities meet the applicable qualifications. We understand the importance of supporting nonprofit organizations, and we are committed to offering the same competitive pricing, efficient service, and high-quality vehicles that we provide to our government and educational agency customers.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
39	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group (NAFG) uses a comprehensive, multi-tiered marketing strategy to promote the Sourcewell contract and streamline the vehicle purchasing process for government and education entities. Our marketing strategy combines digital, in-person, and relationship-based outreach to maximize exposure, drive engagement, and support long-term growth. Website and Inbound Marketing: Our professional, customer-focused website serves as a key marketing gateway. Members can browse in-stock vehicles, explore pricing, register for access, build vehicles, and request quotes. We create inbound opportunities through tailored content such as how-to videos, member success stories, and social media posts, directing potential members to our website and empowering them to make informed purchasing decisions. Email Marketing: Email remains one of our most effective outreach tools, given its high usage among public agency staff. We use visually rich, mobile-friendly email campaigns that include flyers with Sourcewell contract details, manufacturer incentives, seasonal promotions, first-time buyer offers, and factory cutoff reminders. These emails feature embedded videos, images, and direct links to the Sourcewell homepage and NAFG quoting tools. Our platform also allows us to track performance metrics such as open rates, click-throughs, and unsubscribes to continuously refine our messaging.	

In-Person Marketing and Trade Shows:
We attend major industry trade shows, including GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO to establish direct connections with members and vendors. These face-to-face meetings foster trust and long-term relationships. We also deliver in-person presentations to local cities, counties, school districts, water districts, and port authorities to explain how the NAFG–Sourcewell process works, how to buy without bidding, and the vehicle options available.

Customer Advocacy (Word-of-Mouth Marketing):
NAFG's reputation for exceptional service drives organic growth through member referrals. Our commitment to white-glove support from quote to post-delivery often results in repeat customers and unsolicited endorsements. We've built our brand through consistent follow-through, fast solutions, and personalized care—even years after a vehicle has been delivered.

Cross-Promotion Marketing with Sourcewell Vendors:
We actively collaborate with fellow Sourcewell vendors such as NCL Government Capital to offer joint marketing materials and turnkey financing options. For example, we've co-developed videos, infographics, and flyers showcasing how to lease or purchase vehicles through multiple Sourcewell contracts. We also cross-market with Hoglund Bus Company, highlighting how members can pair NAFG chassis with various Hoglund bus bodies. *

Preferred Vendor Program – NAFG Partner Page:
To increase our national network and visibility, we launched www.nafgpartner.com, a dedicated site encouraging body upfitters to join as preferred vendors. Partners receive benefits such as website and social media endorsements, referral opportunities, and PR support. To qualify, vendors agree to co-promote NAFG and refer their clients in need of chassis. This helps members easily locate qualified body upfitters in their area, while deepening vendor collaboration and contract awareness.

Customer Relationship Marketing:
Our sales team takes a relationship-first approach by focusing on solution-based selling and long-term support, not just transactions. We pride ourselves on building trust and delivering value, which translates to loyal clients and strong word-of-mouth.

Examples of Impactful Relationship Marketing:

A member used three Sourcewell contracts (NAFG, NCL Gov Capital, GovDeals) to finance, purchase, and dispose of a vehicle in a single seamless transaction.

A member urgently needed a vehicle due to an accident. We redirected them to our in-stock inventory and fulfilled the order within three weeks versus the standard 18-week factory lead time.

A liftgate malfunction two years after delivery was resolved at no cost thanks to our relationship with the original upfitter, ensuring continued satisfaction.

For a member uncertain about budget, we provided multi-OEM pricing through Ram, Chevrolet, and Ford—allowing them to choose without needing to shop around.

We expedited upfitting for a vehicle held up at a local body company by personally coordinating with the vendor, leading to early delivery.

This multi-pronged strategy ensures that National Auto Fleet Group not only promotes the Sourcewell contract widely but delivers measurable value to members across every stage of the vehicle procurement lifecycle.

40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	National Auto Fleet Group (NAFG) utilizes a robust mix of technology, social media, and digital tools to drive marketing performance, boost engagement, and increase sales conversions. Social Media Marketing – LinkedIn Focus: LinkedIn serves as our primary digital channel to connect with public agencies and build our professional network. We use LinkedIn to: Share engaging content such as contract flyers, vehicle promotions, and program updates. Monitor member activity and job changes to identify opportunities to re-engage or offer tailored solutions. Send personalized messages to new members thanking them for registering, with direct links to our website and social platforms. This strategic outreach not only strengthens our relationships with current members but also helps us reach new decision-makers who can benefit from our vehicle procurement solutions. Video Marketing Strategy: To further enhance digital reach and content quality, our in-house marketing team creates and distributes professional-grade videos through both email and social media. These include: Welcome Video: A 90-second animated introduction to NAFG and our Sourcewell contract, featured in every weekly campaign. Walkthrough Videos: Guided, step-by-step explainers on how to purchase both Light-Duty and Heavy-Duty vehicles through the contract. In-Stock Vehicles Video: A visual showcase of available inventory with a call-to-action on how to request a quote. ETA Tracking Video: A video tutorial that empowers customers to track their own vehicle's status. Holiday-Themed Videos: Lighthearted, festive content that humanizes our brand and drives seasonal engagement. Social Media Shorts: Bite-sized videos tailored for LinkedIn and other platforms to promote new vehicles, highlight factory cutoff dates, and announce pricing changes. All videos are optimized for both desktop and mobile viewing, helping to engage a broader audience and improve retention of key messages. Email Campaign Analytics (Metadata): We track weekly email flyers, incorporating images, links, and embedded videos. The platform provides real-time data including: Open rates, Link click-throughs and Unsubscribes to asses our outreach to the members. This performance metadata allows us to adjust our messaging, layout, and frequency to ensure the highest level of engagement with our target audience. By analyzing this digital feedback, we continuously improve the effectiveness of each campaign. Live Chat Technology for Real-Time Engagement: To better serve website visitors, NAFG implemented a live chat feature that connects members directly with a live sales representative. This tool: Offers fast, real-time responses to inquiries Assists members while they build vehicle quotes online Increases quote submissions and conversions by reducing hesitation and increasing clarity during the decision-making process Early results show that our live chat feature has contributed to higher engagement, improved customer satisfaction, and shorter sales cycles—especially for first-time buyers navigating the Sourcewell process.

41	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell plays a pivotal role in promoting cooperative purchasing contracts by acting as a trusted bridge between vendors and public sector agencies across government, education, and nonprofit organizations. Its mission - "Our commitment to service and exceeding client expectations", which perfectly aligns with National Auto Fleet Group's relationship-based approach to sales and service. Sourcewell establishes trust and credibility by conducting a rigorous vetting and solicitation process before awarding cooperative contracts. This ensures that only qualified, ethical, and dependable vendors are awarded contracts, giving agencies confidence in their purchasing decisions. For National Auto Fleet Group (NAFG), this endorsement elevates our brand and reassures our members that they are working with a vetted and approved partner. Sourcewell's support tools, such as: Professionally designed flyers Training videos and webinars Procurement documentation Contract compliance support These help us deliver consistent, transparent, and educational messaging to both new and existing members. These resources are integrated into our own marketing and client education materials, ensuring clients understand both the value of the cooperative contract and how to access it with ease. In our sales process, the Sourcewell contract is woven into every touchpoint: Our website clearly highlights the benefits of cooperative purchasing through Sourcewell. Our email campaigns feature Sourcewell branding and direct links to contract resources. Our sales team is fully trained to walk clients through the Sourcewell purchasing process, eliminating confusion and saving agencies the time and cost of traditional competitive bidding. We educate members during in-person presentations and trade shows about how Sourcewell allows them to procure vehicles immediately while remaining fully compliant with public procurement laws. At NAFG, we believe Sourcewell is more than just a contract holder—it's a strategic partner that helps us build trust, streamline procurement, and serve our members with unmatched efficiency and integrity. We are proud to uphold the high standards Sourcewell represents and integrate them throughout our client-facing operations.	*

42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, National Auto Fleet Group offers a fully accessible e-procurement solution through our website, which provides government and education agencies with a self-guided, efficient, and user-friendly platform to browse, customize, and request vehicle quotes. Our online system allows members to: Browse a wide selection of vehicle makes and models Customize builds to meet their agency's specifications, including factory options and body upfitting needs Generate real-time quotes, often in under five minutes depending on vehicle complexity Download or submit quotes and supporting documentation without ever needing to speak with a sales representative For agencies that prefer guided support, a dedicated live chat feature is available alongside traditional phone and email contact options. Clients can interact with a knowledgeable representative in real time for assistance with quote building, vehicle specs, or ordering next steps. To further enhance usability, we've created a "How-To Videos" section on our homepage. These step-by-step guides demonstrate: "How to register as a Sourcewell member" "How to build a vehicle online" "How to include upfitting needs in the quote" "How to submit a purchase order for processing" Once a quote is finalized, the client can complete the transaction by simply uploading in directly into our site or bysubmitting a purchase order via email. This approach enables a flexible hybrid of self-service and personalized support, accommodating both highly independent buyers and those who prefer a walk-through approach. Public agencies regularly use this e-procurement system to: Compare options across manufacturers Expedite quote generation and documentation for internal approvals Submit POs directly, avoiding the delays of traditional bidding processes Stay compliant through Sourcewell's competitively awarded contract framework This system not only saves time, but empowers agencies to manage their fleet procurement with autonomy, transparency, and full support from the NAFG team whenever needed	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
43	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends all product, equipment, maintenance, and operator training programs made available by the OEMs directly to Sourcewell members during the quoting process. Training availability and scope are typically determined by the vehicle class, equipment type, and geographic location, and are quoted accordingly by the manufacturer. When such training is offered, NAFG can include it in the member's quote and handles it similarly to an upfit by ensuring it is documented, transparent, and customized to the member's needs. These training programs may cover areas such as vehicle operation, safety, and maintenance procedures. Any associated costs are clearly outlined and passed through without markup, so members can make fully informed decisions.	*

44	Describe any technological advances that your proposed Solutions offer.	The technological advancements offered through National Auto Fleet Group reflect both cutting-edge manufacturer innovation and our own commitment to future-forward solutions. OEMs like Ford Motor Company, General Motors, and other top-tier brands continue to push the boundaries with advanced safety systems, connectivity features, alternative fuel capabilities, and electrified powertrains, many of which are available across a wide range of vehicle classes offered to Sourcewell members. In addition, NAFG supports members who are seeking to electrify their fleets by offering access to specialized upfits, for example including integration of Motive Power Systems. These options allow members to transition into sustainable vehicle solutions while maintaining performance and functionality.	*
45	Describe any service contract options or extended warranties being offered with your proposal.	National Auto Fleet Group (NAFG) offers all existing warranties provided by the Original Equipment Manufacturers (OEMs) as an option, which will be treated as an upfit. In addition to the OEM warranties, when asked by members, our standard offered extended warranty is a 5-year/100,000-mile coverage with a $0 deductible. This ensures that our customers receive peace of mind with comprehensive coverage for their fleet, minimizing potential repair costs over the long term.	*
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	Since we are offering 17 different brand names, we have included a "Warranty" file in the attachment under the specifications file in our response. The attachment outlines what is covered by each OEM and there length of coverage's by time and miles.	*
47	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	National Auto Fleet Group is deeply committed to supporting meaningful green initiatives and forward-thinking partnerships. We played an integral role in the formation of the Climate Mayors Electric Vehicle Purchasing Collaborative, a coalition created in partnership with over 400 mayors nationwide to accelerate the adoption of clean, all-electric fleets. This initiative was designed specifically to help public agencies transition to zero-emission vehicles and lead by example in their communities. Through this collaboration, Sourcewell members have access to a growing lineup of 100% electric vehicles, including models such as the Chevrolet EV line up with Silverado EV, Ford Mustang Mach-E, and the all-electric Ford F-150 Lightning. As OEMs continue to expand their electric offerings, NAFG is committed to making those vehicles readily available to Sourcewell members. More information about this initiative can be found at www.DriveEVfleet.org. Certification and leadership for this program are guided by the Climate Mayors, Bloomberg Philanthropies, and C40 Cities.	*
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	National Auto Fleet Group, along with several of our partner suppliers and upfitters, maintains relevant third-party certifications that reflect a commitment to energy efficiency and sustainability. Key certifications include: California Air Resources Board (CARB) Certificate – Recognizing compliance with strict emissions standards and supporting low- or zero-emission vehicle offerings. Ford Qualified Vehicle Modifier (QVM) Certification – Awarded to select partners for meeting Ford’s rigorous requirements for safety, quality, and environmental standards in vehicle modifications. These certifications help demonstrate how our vehicles and upfitted solutions promote energy conservation, reduced emissions, and long-term operational efficiency. They also ensure that our offerings align with evolving environmental regulations and sustainability goals set by Sourcewell members.	*

49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	What sets National Auto Fleet Group apart is not just our experience - it's our measurable commitment to results and service. From day one, our company has been built on a foundation of hard work, data-driven performance, and a relentless focus on customer satisfaction. We actively track and quantify our outcomes to ensure that real goals are being met, and that every Sourcewell member receives timely, attentive, and solutions-oriented service. Our internal metrics drive accountability and help us continually improve how we support members. One of our most unique offerings is our 24/7 online portal, which gives Sourcewell members secure access to quote-building tools, live tracking, support resources, and customer service assistance around the clock. Whether it's a complex upfit, a last-minute request, or a question about vehicle specs, our team is available to personally walk members through every step. We pride ourselves on being flexible, responsive, and creative problem solvers. No matter the challenge, we're committed to thinking outside the box and finding a solution that works.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	We offer leasing through Diversified Leasing owned and operated by Mr. Steve Wilson who is a Disabled Veteran Business Owner who runs his company along with Debbie Black his assistant. If an agency would like to work with Diversified Leasing we will help facilitate the transaction.	*
51		Minority Business Enterprise (MBE)	(•) Yes ( ) No	We are recognized as MBE by Supplier Clearinghouse, our certificate is attached in the attachments.	*
52		Women Business Enterprise (WBE)	( ) Yes (•) No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	( ) Yes (•) No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	n/a	*
56		Small Business Enterprise (SBE)	( ) Yes (•) No	n/a	*
57		Small Disadvantaged Business (SDB)	( ) Yes (•) No	n/a	*
58		Women-Owned Small Business (WOSB)	( ) Yes (•) No	n/a	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

59	Describe your payment terms and accepted payment methods.	Our standard payment terms are Net 20, with a 10-day grace period offered for flexibility. We accept the following payment methods: Check ACH (Automated Clearing House) These options are designed to accommodate the procurement processes of public sector entities while ensuring a smooth and secure transaction experience.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	To support educational and governmental entities with flexible procurement options, National Auto Fleet Group has partnered with National Cooperative Leasing (NCL) to offer customized leasing solutions for all vehicles quoted under our Sourcewell contract. We also offer leasing through Diversified Leasing. These leasing options are available to Sourcewell members as part of our standard offering and can be applied to any eligible NAFG quote. This partnership ensures members have access to competitive, compliant financing structures tailored to their budget cycles and operational needs. For additional details, a sample lease agreement is included in the “Member Walk Through” attachment the document titled “NCL Sample Lease.”	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	National Auto Fleet Group utilizes a set of standardized transaction documents designed to ensure transparency, accuracy, and ease of use for Sourcewell members. These documents may include: - Order forms specific to vehicle configuration and upfit details - Courtesy Confirmations to validate order specifications before final placement - Terms and Conditions outlining payment, delivery, and warranty provisions - Service contract agreements when applicable, particularly for upfitting or specialty builds - Title and registration documentation tailored to the member’s local requirements All relevant template documents have been uploaded in the Standard Transaction Document attachment. These documents reflect our commitment to clear communication and consistent standards, while also allowing room for customization based on the specific needs of each participating entity	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, National Auto Fleet Group accepts P-card payments from Sourcewell membes. We accept P-card transactions up to $2,500 per vehicle with no additional fee. For transactions exceeding $2,500, a credit card processing fee will apply, which will be transparently itemized and passed on to the member. This policy allows us to support convenient procurement while maintaining cost transparency and flexibility for all participating entities.	*
63	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a line-item discount model based on Manufacturer Suggested Retail Pricing (MSRP). We are offering Sourcewell participating entities competitive discounts across 17 OEM brands, as detailed in the Price File. In addition to vehicle pricing, NAFG provides the option to customize vehicles with upfits based on the member’s needs. All upfit-related pricing is also included and clearly itemized in the Price Summary Page within the Price File. Each line includes the standard MSRP, the Sourcewell discounted price, and all applicable OEM available options. Where available, SKUs and product identifiers are listed to support clarity and consistency.	*

64	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Auto Fleet Group's pricing proposal includes line-item discounts off MSRP across 17 OEM brands. Including all factory options. The percentage discounts vary by manufacturer and vehicle model, and are fully detailed in the uploaded "Price File" ZIP under each respective tab. Below is a summary of the estimated discount ranges offered by brand: Ford Motor Company from -0.42% to 3.63% Chevrolet from 0.24% to 10.02% Ram Stellantis Company from 3.44% to 9.99% Dodge Stellantis Company from 4.05% to 6.93% Jeep Stellantis Company from -.073% to 6.82% Chrysler Stellantis Company from .49% to 1.81% Buick from 0.91% to 0.97% Honda from -1.48 to 3.4% Toyota from 0.07% to 5.22% Nissan from 0.73% to 17% Kia from -1.25% to 2.48% GMC from 1.28% to 5.19% Volkswagen from 1.74% to 3.08% Lincoln from .077% to 3.12% BMW from 0.32% to 2.9% Cadillac from 2.11% to 2.2% Mullen/Bollinger at 2% While a few models reflect slight negative variances due to MSRP or market fluctuations, the majority of offerings show meaningful cost savings. Full details, including price summary, models and discount breakdowns are included in the "Price File" for Sourcewell's review. Upfits can be added at dealer invoice up to 20% detailed in the price file	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	National Auto Fleet Group encourages members considering large-volume purchases (typically 50 units or more) to reach out directly for customized pricing and additional volume-based discounts. While standard discounts are reflected in our price file, we recognize that high-volume opportunities often warrant special consideration. In such cases, we work closely with both OEMs and upfit partners to secure the most competitive pricing available, ensuring maximum value for Sourcewell members. Depending on the uniqueness of the large order and model, some extra costs not associated with a single purchase may be added, these are provided in the Price File. Each high-volume order is evaluated individually to provide tailored, transparent, and advantageous pricing.	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open market" items or "sourced goods" that fall outside of standard configurations will be facilitated and treated as upfit components within the quoting process. National Auto Fleet Group will obtain quotes for these items on a case-by-case basis and include them as part of the final vehicle quote. In most cases, such items will be provided at cost, though a markup of up to 20% may apply depending on the complexity of the item or service and any associated handling or integration requirements. This approach ensures transparency while maintaining flexibility for Sourcewell members who require specialized, nonstandard solutions.	*

67	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs associated with the total acquisition for a standard vehicle purchase including factory options, upfits, and administrative fees which have been accounted are within the Price Summary Page and Price table included in the submitted price file. If a Sourcewell member requests a specialized or nonstandard solution that involves additional services such as installation, training, or setup, those costs will be clearly quoted as part of the upfit and incorporated into the final vehicle quote. These services may be fulfilled either by OEM-authorized providers or trusted third-party upfitters in our partner network, depending on the nature of the request.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers include a standard Factory Destination Charge as part of the vehicle's MSRP. In addition to this, members may incur separate freight or delivery costs if a vehicle requires additional transport. For example, to or from an upfitter or final delivery location. These secondary freight charges vary depending on distance, delivery type, and location, and will be clearly itemized in the member's quote for full visibility and approval before purchase. National Auto Fleet Group ensures that all such charges are communicated upfront and incorporated seamlessly into the overall pricing.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping to Alaska, Hawaii, Canada, and U.S. Territories may involve additional logistical expenses, including but not limited to ferry charges, port handling fees, and extended driver delivery costs. These region-specific costs are carefully calculated based on the delivery route and vehicle type. All such charges will be disclosed on the member's quote for review and approval prior to finalizing the purchase. National Auto Fleet Group is experienced in managing deliveries to these regions and ensures all logistics are handled efficiently, transparently, and in compliance with regional requirements.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group operates within a highly developed, nationwide franchise dealer distribution network, supported by relationships with 17 major OEMs. This network enables us to deliver vehicles quickly and efficiently to members and their end users across the country. In addition, for vehicles requiring upfits or multi-stage delivery, NAFG coordinates logistics directly with upfitters and transport providers, ensuring a turnkey experience from quote to delivery. Our digital order tracking system also allows members to monitor each step in the delivery process, enhancing communication and transparency throughout.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	National Auto Fleet Group employs a robust self-audit process to ensure full compliance with our Sourcewell agreement, including verification that participating entities receive accurate, contract-based pricing. Sourcewell members can generate quotes directly through our user-friendly online platform, which is updated daily to reflect the most current manufacturer MSRP data. This ensures that pricing remains accurate and aligned with the most recent OEM updates. Our system is designed to deliver 99.99% pricing accuracy, and every quote reflects both the Sourcewell contract discount and any applicable administrative fees. In addition to this front-end visibility, our internal processes include regular pricing audits, cross-checks, and validation against contract terms. We also maintain a streamlined reporting system that allows us to deliver accurate quarterly sales and administrative reports to Sourcewell within a 15-30 day turnaround window, helping ensure transparency and ongoing contract compliance.	*

72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	One of the key internal metrics National Auto Fleet Group uses to track and measure success under the Sourcewell contract is maintained through our online platform, which logs all member-generated quotes in real time. We carefully monitor how many quotes are created, which are converted into purchase orders, and how frequently members engage with the system. This gives us immediate insight into usage trends, quote-to-order conversion rates, and which vehicle types or configurations are seeing the most interest. Each month, we evaluate these indicators and closely monitor sales volume, frequency, and geographic distribution. We also track whether orders come from new or returning members, allowing us to measure how well we're growing the Sourcewell member base and maintaining long-term relationships. In addition to these core metrics, we review: 1. Average order size and upfit complexity 2. Delivery timelines and fulfillment rates 3. Quote accuracy and pricing consistency 4. Regional sales performance and market penetration This data informs both our strategic decision-making and our day-to-day service operations. Ultimately, we use these metrics to ensure we're not only meeting contractual obligations, but exceeding expectations by delivering consistent value, responsive service, and a positive experience for every Sourcewell member.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	National Auto Fleet Group proposes the following Administrative Fee structure payable to Sourcewell for all completed transactions under this Master Agreement: $300 per vehicle purchased directly through NAFG $200 per vehicle purchased through our approved partner dealer, Alan Jay Automotive At this time, no other partner dealer groups are included in the scope of this agreement for administrative fee purposes. This fee will be submitted on all completed transactions during each applicable reporting period, in accordance with the terms outlined in the Master Agreement.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Members receive the best overall value, service and customer care from NAFG.	*

Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *	
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks	*

Table 7B: Depth and Breadth of Offered Solutions

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	National Auto Fleet Group is offering a comprehensive lineup of vehicles and turnkey fleet solutions under this proposal. We represent 17 OEM manufacturers, collectively offering over 100 makes and models across Class 1–3 vehicles, as well as select Cab & Chassis configurations. These include sedans, SUVs, pickup trucks, vans, hybrid models, and electric vehicles. Our inventory spans gas, diesel, hybrid, and all-electric platforms to meet the evolving operational and sustainability goals of Sourcewell members. All vehicle solutions offered through NAFG can be customized with upfits to meet industry-specific needs. They range from basic toolboxes and ladder racks to line mechanic bodies, service beds, utility bodies, and more. Upfits can be completed by either a trusted partner from our established upfitter network or by a supplier chosen by the member. In either case, NAFG coordinates directly to provide complete, turnkey quotes with all elements clearly specified. At this time, used vehicles are not offered as part of this proposal, as we are focused on delivering new, warrantied, and fully specifiable vehicles that align with Sourcewell members' procurement and compliance standards.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategory titles that best describe the solutions offered by National Auto Fleet Group include: Passenger Vehicles (Sedans, SUVs, Crossovers) Light-Duty Trucks (Class 1–3) Cab & Chassis Cargo and Passenger Vans Hybrid and Electric Vehicles Utility Vehicles and Work Trucks Upfitted Vehicles – Service Bodies, Mechanic Trucks, Utility Beds Fleet Leasing Options (via NCL) Custom Upfit Coordination (Turnkey Quotes) Online Quote Building and Member Support Tools These subcategories reflect the breadth of our offering and our ability to provide end-to-end solutions, from vehicle sourcing to upfit customization and delivery.	*

Table 7C: Depth and Breadth - Category 1 - All Engine Types

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
79	Sport Utility Vehicles	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
80	Vans	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
81	Light Trucks (half ton, three quarter ton, and one ton)	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
85	Conventional Internal Combustion models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
86	Natural gas, propane autogas, hybrid, or alternative fuel models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.
87	Electric powered models	◉ Yes ○ No	Models offered are from 17 OEM's outlined in the specifications attachment.

Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	○ Yes ○ No	
89	Sport Utility Vehicles	○ Yes ○ No	
90	Vans	○ Yes ○ No	
91	Light Trucks (half ton, three quarter ton, and one ton)	○ Yes ○ No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	○ Yes ○ No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	○ Yes ○ No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	○ Yes ○ No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 95. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Price File for NAFG 081325.zip - Sunday August 10, 2025 00:37:53
- Financial Strength and Stability - Financial Strength and Stability for NAFG 081325.zip - Sunday August 10, 2025 00:38:28
- Marketing Plan/Samples - Marketing Plan for NAFG 081325.zip - Sunday August 10, 2025 00:38:58
- WMBE/MBE/SBE or Related Certificates - MBE and Realted Certificates for NAFG 081325.zip - Sunday August 10, 2025 00:39:21
- Standard Transaction Document Samples - Standard Transaction for NAFG 081325.zip - Sunday August 10, 2025 00:39:37
- Requested Exceptions (optional)
- Upload Additional Document - ALL 17 Manufacture Models and Warranty for NAFG 081325.zip - Sunday August 10, 2025 00:40:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA: National Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	☑	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	☑	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	☑	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	☑	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	☑	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	☑	2

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **September 22, 2026**

SUBJECT: **Amended and Restated Professional Services Agreement with the Ojai Valley Chamber of Commerce – Revised Scope of Work**

RECOMMENDATION

Approve and authorize the City Manager to execute the Amended and Restated Professional Services Agreement (PSA) between the City of Ojai and the Ojai Valley Chamber of Commerce, incorporating revisions to the Scope of Work based on feedback provided by the City Council during its August 11, 2026, regular meeting.

DISCUSSION

At the August 11, 2026, regular City Council meeting, Council reviewed the proposed FY 2026-27 Professional Services Agreement (PSA) between the City and the Ojai Valley Chamber of Commerce. Council provided direction to staff to revise several elements of the Scope of Work to ensure alignment with Council priorities, including adjustments to business development tasks, event responsibilities, and reporting expectations.

Staff has completed the requested revisions to the Scope of Services and is seeking City Council approval of such revisions. Given the extensive Council discussion when this was presented previously, staff has included this item on the consent agenda.

The PSA originally presented on August 11 outlined an expanded partnership with the Chamber for FY 2026-27, including business development services, event management, economic support, and visitor engagement initiatives. Based on Council direction, staff worked with the Chamber to revise portions of the Scope of Work to improve clarity, strengthen deliverables, and ensure consistency with Council expectations.

Key revisions include:

- Adjustments to business development deliverables to focus on priority commercial districts identified by Council.
- Streamlining of ombudsman services for new business applicants, clarifying the Chamber's role in early application review and navigation of City processes.

- Modifications to event management responsibilities to better balance community-desired events with City capacity and fiscal oversight.
- Enhanced reporting and transparency requirements, including refined bi-monthly reporting standards and clearer Council touchpoints.
- Updates to visitor engagement deliverables, including Council-requested changes to marketing collateral and website coordination.

These revisions have been incorporated into the attached updated Scope of Work (Exhibit A) attached to the Amended and Restated Professional Services Agreement. No other substantive changes were made to the contract, however, minor clerical issues were corrected.

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

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

FISCAL IMPACT
There is no change to the fiscal impact previously presented. The PSA retains the not-to-exceed amount of $114,000, which is included in the adopted FY 2026-27 Non-Departmental budget. The Chamber will continue to bill the City twice per month at the established rate of $4,750 per invoice.

Prepared by: Bridget Mara, Administrative Analyst I

ATTACHMENT(S)
A. Amended and Restated Professional Services Agreement
B. Revised Exhibit A – Scope of Services

AMENDED AND RESTATED

AGREEMENT FOR CONTRACT SERVICES

By and Between

CITY OF OJAI

and

OJAI VALLEY CHAMBER OF COMMERCE

AMENDED AND RESTATED AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF OJAI AND OJAI VALLEY CHAMBER OF COMMERCE

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 1st day of July, 2026 ("Effective Date") by and between the CITY OF OJAI, a California municipal corporation ("City") and Ojai Valley Chamber of Commerce, a California non-profit mutual benefit corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought the performance of the services defined and described in Article 1 of this Agreement, as a sole source sponsorship of the Ojai Valley Chamber of Commerce for business development and economic consultancy services.

B. Consultant, following submission of a proposal and negotiation of the new Scope of Services was selected by the City to perform those services.

C. Pursuant to the City of Ojai Municipal Code, City has authority to enter into and execute this Agreement.

D. The Ojai City Council previously approved, on August 11, 2026, an agreement with the Ojai Valley Chamber of Commerce to perform the above-described services, but requested that City staff work with the Consultant to revise the Scope of Services based on feedback from the City Council, and the Consultant was agreeable to the revisions requested by the City Council.

E. The City Council finds that entering into this Amended and Restated Agreement to completely replace and update the Scope of Services is in the City's best interest and better reflects the work that the Consultant has been performing since the beginning of this Agreement.

F. This Amended and Restated Agreement is retroactive to July 1, 2026.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference, which may be referred to herein as the "services" or "work." As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has

the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all of the services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials provided in the course of performing the services will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

The Consultant shall provide the services set forth in Exhibit "A" (Scope of Services), including but not limited to:

- Conducting business sector and community resource seminars
- Delivering consulting support to individual businesses and business zones
- Supporting new business applicants and ombudsman services
- Managing and promoting conferences/meeting spaces
- Developing signage/kiosk marketing plans
- Organizing and managing City events
- Facilitating discussions regarding signage and business support
- Promoting local productions and performances
- Developing welcome programs for new residents
- Managing tourism and balancing local and visitor needs
- Providing regular public reports and status updates to the City Manager (See Exhibit "A" for full details)

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any

Federal, State or local governmental entity having jurisdiction over the services at the time they are rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense all licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Unless otherwise provided herein, Consultant shall have the sole obligation to pay any and all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Administrator to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Administrator. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.6 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact

and shall not proceed except at Consultant's risk until written instructions are received from the Contract Administrator.

1.7 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.8 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.9 Business License Compliance

Consultant shall ensure full compliance with the City of Ojai Municipal Code throughout the performance of all services under this Agreement. Consultant shall confirm that any business or business owner contacted, supported, advised, or otherwise engaged through Consultant's activities holds a current and active City of Ojai business tax license, as required by the Ojai Municipal Code. Consultant shall verify licensure status prior to providing business-development assistance and shall direct any business lacking proper licensure to obtain a valid City business tax license before receiving continued support. Consultant shall provide confirmation of such license checks to the City upon request. City will provide Consultant with a "New Business" log at the start of each month for visibility of new business in the City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Fourteen Thousand Dollars and Zero Cents ($114,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.6

2.2 Method of Compensation.

Compensation for services under this Agreement shall be payable in twenty-four (24) twice monthly installments over the term of the Agreement, unless otherwise modified in the Schedule of Compensation or by written amendment.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Administrator in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Consultant shall submit to City invoices for professional services pursuant to this Agreement on the fifteenth (15th) and thirtieth (30th) of each month during the term of the Agreement. Each invoice must be in a form satisfactory to the City Manager or their designee. By submitting an invoice, Consultant certifies compliance with all provisions of this Agreement. Consultant shall maintain an accurate log of all services delivered, time expended, and costs incurred, and City shall be entitled to inspect such records upon request.

Each invoice shall detail charges for all necessary and actual expenses by the following categories:

- travel
- advertising/promotional costs
- materials
- equipment
- supplies, and
- sub-contractor contracts (itemized by the same categories).

Consultant shall not invoice City for any duplicate services performed by more than one person. City shall independently review each invoice to determine compliance with this Agreement. City agrees to pay the amount due on any correct and undisputed invoice within fourteen (14) days after City receives it in a form satisfactory to the City Manager or their designee. Consultant acknowledges that City cannot guarantee payment within this period due to its warrant-run procedures. If any charges or expenses are disputed, City shall return the invoice to Consultant for correction and resubmission. Review or payment by City shall not constitute a waiver of any rights or remedies under this Agreement or applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Administrator in writing of the causes of the delay. The Contract Administrator shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Administrator such delay is justified. The Contract Administrator's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.3 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall begin on the Effective Date first stated above and continue in full force and effect until June 30, 2027, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Carla Farrante di Ruffano	Chief Executive Officer
(Name)	(Title)
Victoria Adam	Board of Directors, OVCC
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the

foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Administrator.

The Contract Administrator shall be Ben Harvey, City Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Administrator. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval by the Contract Administrator. The Contract Administrator shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore,

Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Reserved.

(e) Reserved.

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(g) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Administrator.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities

Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant

hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Administrator to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Administrator shall have full and free access to such books and records at

all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Administrator such reports concerning the performance of the services required by this Agreement as the Contract Administrator shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Administrator of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Administrator or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Administrator.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Administrator or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Ventura, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant breaches any requirement of this Agreement or otherwise fails to perform the services in accordance with this Agreement, Consultant shall be considered in default. In the event Consultant is in default, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively ten (10) days, but may be extended, though not reduced, if circumstances warrant and in the City's

reasonable discretion. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default within the allotted timeframe or if the default reoccurs, the City may take necessary steps to terminate this Agreement under this Article upon provision of notice in writing stating the termination date and without providing any further opportunity to cure. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel

specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code §§ 905, *et. seq.*, and 910, *et. seq.*, in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, without cause, upon thirty (30) days' written notice to Consultant. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Administrator. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Administrator thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Administrator, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default by the City, for any amount which may become due to the Consultant or to its successor or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Administrator. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Administrator (with her/his name and City title), City of Ojai, 401 South Ventura Street, Ojai, CA 93023 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

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

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code §§ 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Incorporation of Recitals.

The recitals set forth above are incorporated herein by reference to the same extent as if fully restated in this Agreement.

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF OJAI, a municipal corporation

_____
Ben Harvey, City Manager

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Bethany A. Burgess, City Attorney

CONSULTANT:

OJAI VALLEY CHAMBER OF COMMERCE, a California non-profit, mutual benefit corporation

By:_____
Name: Carla Farrante di Ruffano
Title: Chief Executive Officer

By:_____
Name:
Title:
Address:_____
_____
_____

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

(SEE ATTACHED)

EXHIBIT "B"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates for Services performed during FY 2026-2027:

	RATE	TIME
A.	**$4,750**	**Twice per month**

II. N/A.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all materials and equipment properly charged to the Services.

B. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

C. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $114,000.00 annually as provided in Section 2.1 of this Agreement.

Exhibit A – Rev. 1
July 1, 2026 - June 30, 2027
Referencing Goal 6C- Diversifying Economy & Managing Tourism

Goal 6C(i) Diversifying Economy

(a) Conduct regular business sector and community resource seminars to support existing local businesses and enrich residential life.

(b) Deliver consulting support to existing businesses to help sustain businesses providing residents with essential services and to support key sectors and business zones.

(c) Assist efforts to address existing business signage in collaboration with City staff, and potential proposed new signage ordinance if so determined by City Council.

(d) Continue identification and recruitment of new businesses in order to diversify the local economy, reduce existing commercial space vacancies and to enrich residential life.

(e) Assist consultants identified by the City with the planning and implementation of economic diversification strategies and programs.

(f) Design and organize events supporting the local Creative Economy in partnership with Ojai arts organizations and schools.

(g) Design and organize events supporting local artisans, crafters and home-based entrepreneurs.

(h) Continue to serve as a resource to facilitate applications by new businesses for business licenses, CUPs, TUPs and similar.

(i) Assist fulfillment of the Welcome Bag for New Residents and similar real estate programs in partnership with Ojai Valley Association of Realtors.

(j) Contribute to assessment of affordable workforce housing status and potential programs.

Goal 6C(ii) Managing Tourism

(a) Continue to interface with local businesses and residents to assess impact of tourism on daily business operations and resident life, support analysis and surveys, and convey local business input to City staff.

(b) Develop and operate (4) new, additional City events focused on balancing attendance by local residents with tourism, namely:

1. “Hot Summer Night" (July 24, 2026),
2. “Vintage Ojai” (September 19, 2026);
3. “Night Riders” (date to be determined), celebrating Ojai’s bicycling lifestyle
4. “Fall Wine Walk” (date to be determined).

(c) Organize and manage seven (7) established City events, namely:

1. Ojai Local Musicians (September 5, 2026);
2. Holiday Lights in Libbey/Downtown Lighting Celebration (November 21, 2026);
3. Holiday Stroll & Faire (December 5, 2026);
4. Winter Wine Walk (February 27, 2027);
5. Ojai Pixie Celebration (April, 2027); date to be determined pending harvest
6. Tails, Trails & Puppy Love (April 17, 2027); and
7. Ojai Lavender Festival (June 19, 2027).

(d) Develop new program with tri-fold brochure/map/window sticker with linked QR code, to inform visitors of calendar of events, enable them to explore all local businesses, interest them in investing locally, and direct visitor traffic.

(e) Develop improved utility for “OjaiValleyChamber.com" website with visitor-based subpages to connect visitor spend with local businesses.

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Norma Cervantes, Assistant to the City Manager

MEETING DATE: **September 22, 2026**

SUBJECT: **Affirmation of City of Ojai's Opposition to the U.S. Department of Agriculture's Proposed Rollback of Roadless Area Conservation Rule**

RECOMMENDATION

Reaffirm the City Council's previously adopted resolution (Resolution No. 25-34) opposing the U.S. Department of Agriculture's proposed rollback of the Roadless Area Conservation Rule and authorize resubmission of the resolution.

DISCUSSION

The U.S. Department of Agriculture (USDA) has published an administrative notice extending the public comment period regarding the proposed rescission of the Roadless Area Conservation Rule following the issuance of the Draft Environmental Impact Statement (DEIS). The extension provides an additional 15 days for public comment, moving the deadline from September 21 to October 6, 2026. The extension follows significant public participation, with more than 125,000 comments submitted to date, as well as requests from stakeholders for additional time to review supporting materials, including the DEIS and cost-benefit analysis.

The proposal would rescind the Roadless Area Conservation Rule, a federal policy established approximately 25 years ago that currently applies to approximately 44.7 million acres of National Forest System lands. The City of Ojai previously adopted a resolution opposing the proposed rescission, reflecting the City's stated commitment to environmental stewardship and the protection of public lands.

Rationale for Reaffirmation

The extension of the public comment period provides the City with an additional opportunity to reaffirm and resubmit its previously adopted position following release of the DEIS to reiterate that the completion of the Environmental Impact Study has not changed the City's position regarding the proposed recission of the Roadless Area Conservation Rule.

The City's prior opposition identified concerns regarding the potential environmental, recreational, and economic impacts associated with removing existing protections for inventoried roadless areas.

The City's previously adopted resolution remains applicable to the current proposal. However, the City Council may wish to review the resolution and related comments to determine whether any revisions or supplemental comments are appropriate based on information contained in the DEIS, cost-benefit analysis, or other materials released as part of the federal review process.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 7 - Climate Resiliency

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

FISCAL IMPACT
There is no direct fiscal impact associated with the reaffirmation and submittal of the resolution opposing the Roadless Area Conservation Rule.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENTS:
A. 25-34 Roadless Rule Resolution

CITY OF OJAI

RESOLUTION NO. 25-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA IN SUPPORT OF THE ROADLESS AREA CONSERVATION RULE, H.R. 3930, AND S. 2042 AND IN OPPOSITION TO THE USDA'S 2025 RESCISSION OF THE ROADLESS RULE

WHEREAS, the 2001 Roadless Area Conservation Rule (Roadless Rule) protected approximately 58.5 million acres of undeveloped national forest lands from road construction and logging, preserving critical ecosystems, clean water sources, carbon sinks, and recreational opportunities; and

WHEREAS, on June 23, 2025, U.S. Secretary of Agriculture Rollins rescinded the Roadless Rule, citing forest management flexibility, thereby removing longstanding protections from these lands; and

WHEREAS, the USDA has opened a public comment period on this rescission, which ends September 19, 2025, providing an opportunity for local governments and residents to express their views on the future of public lands; and

WHEREAS, Representative Salud Carbajal has reintroduced H.R. 3930, the Roadless Area Conservation Act of 2023, which would codify the Roadless Rule into federal law and permanently protect roadless areas, including those in the Los Padres and Carrizo Plain wilderness areas near our community; and

WHEREAS, Senator Maria Cantwell introduced companion bill S. 2042, the Roadless Area Conservation Act of 2025, provide lasting legal protection for inventoried roadless areas within the National Forest System by codifying the Roadless Rule into law; and

WHEREAS, the City of Ojai recognizes the environmental, recreational, and economic value of nearby roadless areas and supports legislative efforts to ensure their long-term protection; and

WHEREAS, the Roadless Area Conservation Rule (Roadless Rule) and the protection of Roadless areas of the Los Padres Forest promotes the health safety welfare and quality of life of City of Ojai residents; and

WHEREAS, the City of Ojai is located in a high fire risk zone, and the elimination of the Roadless Rule increases the risk of a human caused wildfire igniting in the National Forest and thereafter being driven by wind into the City of Ojai. The existing Roadless Rule already allows for fire management projects, including fuel reduction, when they are consistent with restoring natural conditions; and

WHEREAS, the City of Ojai is dependent upon Lake Casitas and the Ojai Groundwater Basin as the nearly exclusive source of drinking water for the City of Ojai and elimination of the Roadless Rule increases the risk of contamination of the watershed and water supply; and

WHEREAS, the City of Ojai is subject to periodic flooding and drought, and elimination of the Roadless Rule reduces the stability of intact ecosystems, the stability of waterflow throughout the year, increases turbidity during floods and reduces reliability of water availability during dry periods; and

WHEREAS, the City of Ojai benefits economically from tourism and tourists are attracted to Ojai in part due to activities including but not limited to biking, hunting, fishing, hiking, and backpacking in the Los Padres National Forest. Restricting development in the National Forest protects the wild character that attracts visitors to the City of Ojai and supports both tourism and local jobs in the recreation industry; and

WHEREAS, the City of Ojai is surrounded by wildlife that is a benefit to the community and its economy. The Roadless Rule protects wildlife corridors. By keeping large tracts of land unfragmented, the Roadless Rule protects habitat for threatened and endangered species. This supports biodiversity and helps maintain intact ecosystems, which benefits the residents of the City of Ojai; and

WHEREAS, the Ojai Valley is experiencing a gradual increase in temperatures and a gradual decrease in rainfall to an extent greater than the rest of the continental United States. The changes in the climate are a threat to the health, safety, and well-being of Ojai residents. The Los Padres National Forest is host to mature and old-growth ecosystems which include mixed conifer forests, oak woodlands, and pinyon-juniper woodlands, with large conifer stands found at higher elevations such as Pine Mountain and the Ventana Wilderness. These mature ecosystems are carbon sinks which help to mitigate climate change.

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

Section 1. The City Council **opposes** the USDA's 2025 rescission of the Roadless Rule and urges the Administration to reinstate protections for roadless areas.

Section 2. The City Council **supports** H.R. 3930 and S. 2042 and commends Representative Salud Carbajal and Senator Maria Cantwell for their leadership in advancing permanent protections for America's remaining wild forest lands.

Section 3. The City Council encourages residents and stakeholders to participate in the USDA's public comment period to oppose the 2001 Roadless Rule Recission at regulations.gov, Docket ID FS-2025-0001 by the September 19, 2025 deadline.

Section 4. The City Clerk is directed to transmit copies of this resolution to the offices of Representative Salud Carbajal, Senators Cantwell and Gallego, and the U.S. Department of Agriculture.

PASSED, APPROVED and ADOPTED this 16th day of September 2025, by the following vote:

AYES: Gilman, Lang, Whitman, Mang
NOES:
ABSENT: Rule
ABSTAIN:

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

09-16-2025

Date

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Matthew Summers, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, do hereby certify that the foregoing resolution, City of Ojai Resolution No. 25-34, was passed and adopted by the Ojai City Council at its regular meeting on September 16, 2025.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Ojai on September 16, 2025.

Weston Montgomery, Chief Deputy City Clerk

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Norma Cervantes, Assistant to the City Manager

MEETING DATE: **September 22, 2026**

SUBJECT: **Community Town Hall: Election Related Issues with the Ventura County District Attorney (*Requested by Council Member Rule)***

RECOMMENDATION

Approve Council Member Rule's request to host a City-sponsored community town hall with the Ventura County District Attorney's Office regarding election-related issues, authorize the use of Kent Hall and City support for televising the event, and direct staff to assist with coordination.

DISCUSSION

At the request of Council Member Rule, this item is being presented to the City Council for consideration of a community town hall with Erik Nasarenko, the Ventura County District Attorney, focused on election related issues. Council Member Rule is requesting City staff support to assist with coordination of the proposed event.

The purpose of the town hall would be to provide the community with an opportunity to receive factual, nonpartisan information from the Ventura County District Attorney's Office regarding election related matters and the Office's role and responsibilities.

The proposed event would be educational and informational in nature. Any City involvement and use of City resources would remain neutral and focused on providing the public with access to information regarding election related laws, and available resources.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

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

FISCAL IMPACT

The fiscal impact is minimal and can be covered within existing budgets. No additional appropriations are needed.

Prepared by: Norma Cervantes, Assistant to the City Manager

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Norma Cervantes, Assistant to the City Manager

MEETING DATE: **September 22, 2026**

SUBJECT: **Community Town Hall: Community Disaster Preparedness (*Requested by Council Member Whitman)***

RECOMMENDATION

Approve Council Member Whitman's request to host a City-sponsored community town hall on community disaster preparedness and authorize the use of Kent Hall and City support for televising the event, and direct staff to assist with coordination.

DISCUSSION

At the request of Council Member Whitman, this item is being presented to the City Council for consideration of a community town hall focused specifically on disaster preparedness. The purpose of the Town Hall would be to provide residents with information regarding emergency and disaster preparedness and response, available resources, and roles of residents, the City, and partner agencies before and during an emergency.

In addition to providing preparedness information, the Town Hall would provide a dedicated opportunity for community members to voice their concerns, share their opinions and experiences, ask questions, and offer suggestions regarding disaster preparedness within the community. This community input can help identify areas of concern, improve the public's understanding of existing emergency procedures and resources, and inform future City preparedness and outreach efforts.

Potential topics may include evacuation routes and procedures, emergency notification systems, preparedness, emergency supply kits, and other resources available through the City and regional emergency response partners.

As appropriate and subject to availability, representatives from partner agencies may be invited to participate and provide information and respond to community questions within their respective areas of responsibility. This could include representatives from:

- Ventura County Fire Department
- Ojai Police Department/Ventura County Sheriff's Office
- Ventura County Sheriff's Office of Emergency Services
- Other agencies in the Ojai Valley involved in disaster preparedness and emergency response

The proposed Town Hall is intended to be both an educational forum and an opportunity for community dialogue on disaster preparedness.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 5 - Public Safety
Goal No. 9 - Communication and Relationships

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

FISCAL IMPACT
The fiscal impact is minimal and can be covered within existing budgets. No additional appropriations are needed.

Prepared by: Norma Cervantes, Assistant to the City Manager

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **September 22, 2026**

SUBJECT: **Design Review Permit (DRP 25-011), Conditional Use Permit (CUP 26-004), Zone Change (ZC 25-002), General Plan Amendment (GPA 25-001) | Regarding the Change in Use From an Office Use to a Health Spa & Wellness Center Use, Zone Change from Public, Quasi-Public (P-L) to Village Mixed Use (VMU), and General Plan Land Use Amendment from Public/Quasi-Public (P) to Village Mixed Use (VMU); located at 107 North Ventura Street (Formerly: World University) – Assessor's Parcel No. 021-0-106-040 and currently residential use at 107 W. Matilija Street Assessor's Parcel No. 021-0-106-030. The existing General Plan Land Use Designation of the subject site is Public/Quasi-Public (P) and existing Zoning Classification of the subject site is Public, Quasi-Public (P-L). Property Owner: 107 Ventura LLC. Applicant/Representative: Jeremy McBride.**

RECOMMENDATION

1. Review the Matter;
2. Open the public hearing and take public comments; and
3. Consider the draft City Council Resolution provided as Attachment A and draft City Council Ordinance provided as Attachment B

   OR,

4. Provide alternative direction to City Staff

SUMMARY

The proposed project at 107 N. Ventura Street is the Hotel El Roblar Health Spa and Wellness Center — an adaptive reuse of the existing ±7,633 SF one-story commercial building (the former World University of America) into a health spa and wellness facility operated in conjunction with Hotel El Roblar across Ventura Street. The project does not add square footage to the subject building; exterior improvements are limited to replacing the rear paved parking lot with landscaping and other use-supporting elements that have

minimal visibility from the public right-of-way.

The facility would serve hotel guests during peak demand (open 6:00 a.m.–10:00 p.m., spa hours 8:00 a.m.–8:00 p.m.) and, during off-peak times, up to four of the eight spa treatment rooms would be available by reservation to local residents (facility open 6:00 a.m.–9:00 p.m., spa hours 8:00 a.m.–6:00 p.m.). The site spans two parcels and a voluntary lot merger is included as a condition of approval to resolve this inconsistency and align with the proposed VMU zoning.

The Planning Commission conducted a concept review in October 2024, held a public hearing on July 15, 2026 (addressing courtyard shared-use, fencing, crosswalk placement, wayfinding signage, landscaping, and parking), recommended approval on August 5, 2026, and on August 19, 2026 forwarded the Historic Preservation Commission's comments — together with revised U-shaped courtyard elevations and a condition requiring a shared parking agreement between Hotel El Roblar and the subject site.

The project requires a zone change and general plan amendment from P-L (Public/Quasi-Public) to VMU (Village Mixed Use), a Design Review Permit (DRP 25-011), a Conditional Use Permit (CUP 26-004), and is categorically exempt from CEQA under Class 1 and Class 3, with the Historic Resources Report prepared by Architectural Resources Group confirming the adaptive reuse will not compromise the building's eligibility for local or state historic designation.

DISCUSSION

The proposed project involves the adaptive reuse and repurposing of the existing building at 107 North Ventura Street, giving the building renewed life and function while maintaining its historic character and significance. The project does not involve the addition of square footage to the subject building. Exterior site improvements are limited to the replacement of a paved parking lot with landscaping and other items supporting the new use at the rear (west) of the subject building, which has minimal visibility from the public right-of-way.

The Hotel El Roblar vision is one which includes the public’s involvement and interaction with the use as well as the guests of the hotel. During peak demand, the spa will be open for use only by registered overnight guests of the hotel. During off-peak times, reservations for up to four of the eight spa treatment rooms will be available for booking by local residents.

The site contains two separate parcels — 107 North Ventura Street (APN: 021-0-106-040) and 107 W. Matilija Street (APN: 021-0-106-030) — with a lot line that runs directly over an existing building. A voluntary lot merger is included as a condition of approval to provide consistency between the two uses on the site and future consistency with the proposed VMU zoning. The project description for this site is included as Attachment D.

COMMISSION REVIEW | The Planning Commission played a central and multi-stage role in this project. The Commission first conducted a concept review in October 2024, providing early feedback that helped shape the direction of future planning without rendering any formal decisions. By April 2026, staff confirmed that the zone change proposal was proceeding consistently with that earlier concept review. On July 15, 2026,

the Commission held a public hearing where it reviewed the proposed project, received community input, and provided comments on key issues including courtyard shared-use, fencing, crosswalk placement, wayfinding signage, landscaping, parking, and the zone change and general plan amendment analysis. The questions generated at the July PC meeting were captured and responded to for the August 5, 2026 meeting. Also at their August 5, 2026 meeting, the Commission recommended approval of the project and directed staff to forward the Historic Resources Report prepared by Architectural Resources Group to the Historic Preservation Commission (HPC) for comments, with those comments to be returned to the Planning Commission for further consideration.

On August 19, 2026, the Planning Commission reviewed the HPC's comments from their August 13, 2026 meeting and considered forwarding those comments, together with the Planning Commission's recommendation, revised U-shaped courtyard elevations, and added condition regarding a shared parking agreement between Hotel El Roblar and the subject site, to the City Council for final consideration and action on the project. The conditions of approval captured by the Planning Commission resolution are included as part of the City Council resolution considering approval of the project. The traffic and parking analysis is Attachment E.

The Planning Commission's referral of the Historic Resources Report (Attachment F) to the Historic Preservation Commission (HPC) is directly tied to Section 4-8.05 subsection (o) of the Ojai Municipal Code, which requires the HPC to review and comment within 30 days of submission for the public record on any historic resources reports prepared for development projects requiring a design review permit, conditional use permit, development agreement, or other zoning code permit. The HPC provided comments related to the historic resources report as well as the proposed project. Those comments are captured in Attachment C.

KEY ISSUES | The project at 107 North Ventura Street addresses several key topics related to site design and use, which were brought forward during the commission meetings. Notable considerations include the creative approaches to courtyard shared use, with the applicant exploring artistic fencing solutions that incorporate community input. Also, the discussion of a mid-block crosswalk on Ventura Street, requiring recommendations from traffic engineers and compliance with both local and state regulations. A simple and actionable solution provided by the applicant for this mid-block discussion includes wayfinding signage to visually connect Hotel El Roblar with the new wellness facility and health spa. Landscaping improvements would further enhance the wellness center experience, with compliance ensured to support low water usage, microclimate, erosion control, and fire clearance standards.

Historic Preservation - Historic preservation of this site is a central concern, as Architectural Resources Group's report confirms that the adaptive reuse project will not compromise the building's eligibility for local or state historic designation and will retain its character-defining features in accordance with the Secretary of the Interior's Standards for Rehabilitation. While the structure is too young for National Register eligibility, it is eligible for listing as a City of Ojai Landmark and the California Register of Historical Resources. As required by municipal code, the Historic Resources Report was reviewed by the Historic Preservation Commission, which provided feedback.

Parking – An additional site-related issue is parking, which is addressed by utilizing Hotel El Roblar's parking supply and onsite spaces, as supported by a third-party traffic and parking analysis. The commission at their August 19, 2026, meeting included a condition requiring a shared parking agreement between the subject site and Hotel El Roblar. The reason for the agreement resides with the reliance of the hotel's surplus parking demand being applied to the subject site, which is identified within the Stantec report generated for Hotel El Roblar. In the future, if the site were to sever ties with the hotel, the spa would need to provide justification for their parking demand to continue as a stand-alone business.

The 2026 updated traffic analysis differs from the original 2024 report in a few ways: the trip generation table was expanded to illustrate gross trips before the internal capture reduction, rather than presenting only the net figures as in the original 2024 traffic analysis. The AM and PM peak hour time windows were explicitly defined as 7:00–9:00 AM and 4:00–6:00 PM; respectively. An updated trip distribution section were included to clarify local traffic and regional routes. The Air Quality Policy analysis was further clarified to include a fractional trips explanation and quantifying project-added trips at the Edison Curve; both less than one trip. Further explanation was provided in the parking section to clarified to explain the two-space discrepancy between the traffic study's eight spaces and the sites plan's 10 spaces is attributable to two residential spaces in the northwest corner of the site that were excluded from the traffic analysis's parking supply count. The 2026 with responses to comments are included as Attachment E.

Voluntary Merger – The project also involves a voluntary lot merger to resolve inconsistent lot lines and align with the new Village Mixed Use zoning; this is included as a condition of approval to the project as the City works towards an ordinance to address this requirement. The change from Public/Quasi-Public to Village Mixed Use zoning allows for a mix of residential and commercial uses that encourage community interaction, subject to conditional use permit approval. The validity and modifiability of previously granted CUPs upon ownership change, as well as the necessity for Historic Preservation Commission review, are also confirmed under local ordinances. The plans for the project are provided as Attachment G.

Public Benefit – Because a rezoning is a discretionary, legislative decision for the City Council and an exercise of the City's police power, many communities negotiate, as part of the rezoning approval process, a public benefits package that ensures that applicants for projects involving a rezoning provide a public benefit in exchange for the City's approval of the rezoning. In this particular instance, because the project requires a rezoning from the PL zone to a commercial zone, there is an additional impact to the City resulting from the rezoning – namely the loss of property that could be used to provide public services that benefit the community more broadly in exchange for property that will be developed for commercial use. Negotiated community benefits that have been required in some communities include, without limitation, the dedication of land for public purposes, such as parking, open space; the construction or improvement of public infrastructure that may be impacted by the project; provision of or contribution of recreational facilities or amenities; public art; preservation of historic resources; monetary contributions towards specific projects. As provided in OMC Section 10-2.602, the P-L Zoning District is intended to be

appropriate for public facilities, government offices, and cultural facilities. As part of its consideration of this item, the Council should consider the public benefit being provided by the project to the City and whether it would be appropriate to require that additional benefits be provided.

If Council directs staff to proceed with further investigation of potential community benefits, staff would work with the applicant to negotiate a community benefit agreement as consideration for the Council's consideration of the requested rezoning.

SITE HISTORY | The subject site at 107 North Ventura Street was home for many years to the World University of America, an private educational facility that housed a bookstore, chapel, administrative offices, and classrooms. The building was generally used for administrative functions.

The building was originally constructed by Ojai First Baptist Church circa 1950 for offices and social use, and later served as Ojai City Hall, Police Station, temporary courtroom, and Chamber of Commerce until the mid-1970s. In 1976, Dr. Benito F. Reyes and Dominga Reyes purchased the property to establish World University, a New Age, Theosophy, and liberal arts institution that operated from 1977 to 2017 before closing their door due to lack of accreditation. Hotel El Roblar's owners purchased the site in 2023–2024 with the vision of transforming it into a spa and wellness center to serve the guests of the hotel but to also carve out time for the local community to benefit from this use.

CALIFORNIA ENVIRONMENTAL QUALITY ACT | The project qualifies as being categorically exempt through Class 1 which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use.

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure(s). As described above, the project does not involve an expansion, but does include minor alterations to the site including the removal of onsite parking spaces and trash enclosure. However, a parking demand analysis performed by Associate Traffic Engineers (a traffic engineering firm) identified sufficient parking between the Hotel El Roblar and the subject site; both under the same ownership and control. Furthermore, the site does include a change in use from office to health/fitness facility. The change in use does not include the expansion of any of the existing structures and the existing residential use onsite would remain unchanged.

Pursuant to CEQA Guidelines Section 15300.2 (Exceptions), a categorical exemption is not allowed if the project would have one of the following impacts: 1) cumulative impact; 2) significant effect; 3) impact to scenic highways; 4) hazardous impact due to project being located on any hazardous materials list compiled pursuant to Section 65962.5 of the Government Code; and 5) impact on historical resources.

The proposed project has been reviewed under Section 15300.2 for any characteristics or circumstances that might invalidate findings that the project is exempt under Section 15301 (Class 1) or Section 15303 (Class 3). As substantiated and discussed in detail in the attached supplemental information associated with historic resources Architectural Resources Group (ARG) prepared a historic resources report which identified the site as being eligible for local and state landmark status, and further identified the project would not cause physical impairment to 107 North Ventura Street in such a way that it would no longer be eligible for state or local designation. The building would retain all of its character-defining features and would continue to retain sufficient integrity to convey its significance following the completion of the project. Furthermore, the proposed project would not have a significant impact, and exceptions under Section 15300.2 would not prohibit the use of an exemption for this project. Therefore, no further environmental review is necessary.

COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships
Goal No. 6 - Diversifying Ecomony/Tourism Management

The project provides a direct benefit to hotel guests. Parking demand has been addressed through past traffic studies and recent studies conducted by ATE. Additionally, conditions of approval have been established to guide the hotel and spa operators in reducing impacts on public street parking and circulation. These conditions include designated drop-off zones, scheduled valet services, and regular monitoring of parking usage to ensure minimal impact on public street parking.

OPTIONS

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

FISCAL IMPACT

The costs associated with the processing of this project, including consultant time has been borne by the applicant. The estimated cost to process this project is ~$15,000.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S)

A – City Council Resolution
B – City Council Ordinance
C – Historic Preservation Commission Comments
D – Project Description
E – Traffic and Parking Analysis
F – Historic Resources Report
G – Project Plans

CITY OF OJAI
CITY COUNCIL RESOLUTION NO. 26-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, APPROVING DESIGN REVIEW PERMIT (DRP 25-011), CONDITIONAL USE PERMIT (CUP 26-004), AND GENERAL PLAN AMENDMENT (GPA 25-001) FOR THE CHANGE IN USE FROM AN OFFICE USE TO A HEALTH SPA & WELLNESS CENTER USE, AND GENERAL PLAN LAND USE AMENDMENT FROM PUBLIC/QUASI-PUBLIC (P) TO VILLAGE MIXED USE (VMU); LOCATED AT 107 NORTH VENTURA STREET (FORMERLY: WORLD UNIVERSITY) – ASSESSOR'S PARCEL NO. 021-0-106-040 AND CURRENTLY RESIDENTIAL USE AT 107 WEST MATILIJA STREET ASSESSOR'S PARCEL NO. 021-0-106-030, THE EXISTING GENERAL PLAN LAND USE DESIGNATION OF THE SUBJECT SITE IS PUBLIC/QUASI-PUBLIC (P) AND EXISTING ZONING CLASSIFICATION OF THE SUBJECT SITE IS PUBLIC, QUASI-PUBLIC (P-L). PROPERTY OWNER: 107 VENTURA LLC. APPLICANT/REPRESENTATIVE: JEREMY MCBRIDE, AND THE PROJECT IS CATEGORICALLY EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on December 11, 2025, Jeremy McBride (107 Ventura LLC), Applicant submitted an application for a Design Review Permit, Zone Change, General Plan Amendment regarding the change in use from an office use to a health/fitness facility use [Health Spa & Wellness Center], Zone Change from Public, Quasi-Public (P-L) to Village Mixed-Use (VMU), and General Plan Land Use Amendment from Public (P) to Village Mixed-Use (VMU), addressed 107 North Ventura Street – Assessor's Parcel No. 021-0-106-040 and -030; and

WHEREAS, incompleteness letter(s) were provided to the applicant regarding the project on January 12, 2026 and May 22, 2026; and

WHEREAS, on April 24, 2026 and June 11, 2026 the applicant resubmitted information in response to the incompleteness letter(s) issued and staff deemed the project complete for processing shortly thereafter; and

WHEREAS, on June 6, 2026, Conditional Use Permit (CUP 26-004) was submitted regarding the proposed change in use from Office to Health Spa & Wellness Center at the subject site as the Health/fitness facility use requires a conditional use permit within the Village Mixed-Use designation pursuant to Section 10-2.503 [Table 2-4]; and

WHEREAS, a zoning map amendment and general plan amendment are required for the proposed change in use from Office to Health Spa & Wellness Center from Public Quasi/Public to Village Mixed-Use; and

WHEREAS, on July 15, 2026, the Planning Commission reviewed this matter, received public comments, and provided comments to the applicant for consideration; and

WHEREAS, pursuant to Ojai Municipal Code Section 10-2.2003(a)(5) (Applicability) and Section 10-2.3102 (b) (Procedures) of the Ojai Municipal Code, a duly noticed public hearing was held by the Planning Commission on August 5, 2026, for review and consideration of Design Review Permit (DRP 25-011), Zone Change, General Plan Amendment (GPA 25-001) and Conditional Use Permit (CUP 26-004), pursuant to notice of said hearing sent to all property owners within a 300'-0" radius of the subject property and published in the *Ojai Valley News* at least 20 days prior to the public hearing; and

WHEREAS, after taking public testimony and hearing evidence from City staff and the applicant, the Planning Commission recommended approval of the proposed Design Review Permit (DRP 25-011), Zone Change, General Plan Amendment (GPA 25-001), and Conditional Use Permit (CUP 26-004) citing consistency with the Ojai Municipal Code; and

WHEREAS, on August 13, 2026 the Historic Preservation Commission provided comments on the historic resources report and project and those comments were forwarded to the Planning Commission; and

WHEREAS, on August 19, 2026 the Planning Commission reviewed the comments provided by the Historic Preservation Commission and those comments along with the Planning Commission comments were forward to the City Council for final consideration related to the project; and

WHEREAS, based upon the foregoing facts and findings for Design Review Permit (DRP 25-011) and Conditional Use Permit (CUP 26-004), the City Council hereby determines as follows:

Findings for Design Review Permits Section 10-2.2009 (Findings and Decision):

a. All basic provisions of these Zoning Regulations are complied with.

Justification: The proposed zoning district, Village Mixed-Use is complied with as Health Spa & Wellness Center Uses are an allowed use subject to a design review permit and conditional use permit approval.

b. The following are designed and arranged so that traffic congestion is avoided, pedestrian and vehicular safety and welfare are provided and no adverse effect of any type on surrounding property will result:

Justification: The proposed Health Spa & Wellness Center and associated onsite improvements included in this project will have no adverse effect on pedestrian and vehicular safety as all of the proposed site modifications are limited to the designated courtyard areas and on the subject private property. Consistent with the Traffic, Parking,

and Vehicle Miles Traveled Analysis for the subject site and proposed use was prepared by Associated Transportation Engineers. The report builds off the Stantec report which was prepared for Hotel El Roblar located directly to the east. In the Stantec report a parking demand analysis was conducted which accounted for the proposed spa use. The review proposes to use the Hotel El Roblar's parking supply but also provides eight parking spaces on-site, thus satisfying the parking requirements for the proposed change in use at the site.

There will be no adverse impact on vehicular ingress, egress and internal circulation as this project does not include an addition or removal of a vehicular ingress or egress. Internal circulation will not be adversely impacted as modifications to the site are mainly tied to courtyard areas. The modifications are within the designated site and will continue to provide vehicular and pedestrian circulation.

Setbacks will not be adversely impacted as the subject site is developed, and the project does not include structure/building additions/modifications which could impact existing setbacks.

The height of buildings will not be adversely impacted as there are no additional enclosed structures nor alterations to the buildings contemplated or included in this proposal for approval. The tallest feature of the existing building, including the parapet reaches a height of approximately 18'-0", which is within the 35'-0" height requirement of the Village Mixed-Use zoning district.

Fencing and architectural features included in the project are consistent with the property development standards of the municipal code and will therefore not pose an adverse impact.

The preliminary landscaping included in the project is intended to complement the proposed Health Spa & Wellness Center use and is less than 2,500 square feet in improved area and thus no adverse impact will be posed.

c. The proposed lighting is so arranged as to be directed away from adjoining properties.

Justification: The proposed lighting is directed away from adjoining properties as the proposed wall sconces will be capped directing the light downward and compliant with the required lighting standards.

d. The proposed signs shall not, by size, location, color or lighting, interfere with traffic, limit visibility or be so directed as to adversely affect surrounding properties or be in conflict with any provision of these Zoning Regulations; and

Justification: No signs are proposed as part of this review and consideration.

e. In approving a design review permit for a development with direct access to a State highway as shown on the circulation element of the Ojai General Plan or any applicable and adopted specific plan, the Commission shall make the following supplemental findings:

Justification: Existing open space and scenic vistas that can be viewed from State Highway 150 will remain protected as there are no structural alterations or height increases included in the project.

Findings for Conditional Use Permits Section 10-2.2406 (Findings and Decision):

a. The proposed use is conditionally allowed within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of these Zoning Regulations;

Justification: The proposed Health Spa & Wellness Center use is conditionally allowed within the Village Mixed-Use zoning district and would therefore not impair the integrity and character of the subject zoning district as the proposed project complies with all applicable provisions of these Zoning Regulations. Zoning regulations pertaining to development standards do not apply as there are no building additions included or anticipated with the project.

b. The proposed use is consistent with the General Plan;

Justification: The proposed project is consistent with the intent of the General Plan (VMU) as the General Plan encourages a busy pedestrian atmosphere within the Town Center area of Ojai. Key design concepts for new development in the Town Center identified in Figure 10 of the Land Use Element of the General Plan include a pedestrian design focus and creating lively spaces for both visitors and residents. The provision of Health Spa & Wellness Center use includes hours of operation for visitors tied to Hotel El Roblar as well as hours of operation open to the general public which are important components for providing and furthering the continued creation of lively and usable space in and near the downtown area.

c. The design, location, size, and operating characteristics of the proposed use are compatible with the existing and future land uses and would not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other allowed uses operating nearby or adverse to the public interest, health, safety, convenience, or welfare of the City;

Justification: The subject site would operate as a Health Spa & Wellness Center and said use will operate under conditional provisions to ensure compatibility with existing and future land uses. The project includes interior modifications as well as modifications to a parking area to allow for the Health Spa & Wellness Center to provide further amenities tied to the proposed use and therefore will not impact traffic significantly with the negligible amount of new trips. Given no expansion of building footprint there will be no adverse impact on public interest, health, safety, convenience, or welfare.

d. The subject site is physically suitable for the type and density and intensity of use being proposed;

Justification: The subject site is physically suitable for the type and density of use as the use does not anticipate or proposed expansion to the square footage of the building. The conversion of the parking into a tranquil spa area will be able to accommodate the proposed Health Spa & Wellness Center use, as the proposed use will not infringe on existing public walkways, paths-of-travel, and other amenities along Ventura Street or Matilija Street. Pedestrian access to the building will remain and accessible from Matilija Street.

e. There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety;

Justification: As the site has been used as an office and school for a number of years and changing to a Health Spa & Wellness Center, connections to water, sanitation, and services have already been established. Those connections will continue to be utilized, and improved as needed. No additional measure regarding public access is needed as the site exists and remains connected to pedestrian facilities [sidewalks] and public parking lots within the downtown commercial district.

f. The proposed project has been reviewed in compliance with the provisions of CEQA and/or the City's environmental review procedures; and

Justification: The City Council hereby finds the project as described to be Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 – Class 1 – (Existing Facilities) and Section 15303 – Class 3 – (New construction or conversion of small structures).

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use.

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure(s). As described above, the project does not involve an expansion, but does include minor alterations to the site including the removal of onsite parking spaces and trash enclosure. However, a parking demand analysis performed by Associate Traffic Engineers (a traffic engineering firm) identified sufficient parking between the Hotel El Roblar and the subject site; both under the same ownership and control. Furthermore, the site does include a change in use from office to health/fitness facility. The change in use does not include the expansion of any of the existing structures and the existing residential use onsite would remain unchanged.

Pursuant to CEQA Guidelines Section 15300.2 (Exceptions), a categorical exemption is

not allowed if the project would have one of the following impacts: 1) cumulative impact; 2) significant effect; 3) impact to scenic highways; 4) hazardous impact due to project being located on any hazardous materials list compiled pursuant to Section 65962.5 of the Government Code; and 5) impact on historical resources. The proposed project has been reviewed under Section 15300.2 for any characteristics or circumstances that might invalidate findings that the project is exempt under Section 15301 (Class 1) or Section 15303 (Class 3). As substantiated and discussed in detail in the attached supplemental information associated with historic resources Architectural Resources Group (ARG) prepared a historic resources report which identified the site as being eligible for local and state landmark status, and further identified the project would not cause physical impairment to 107 North Ventura Street in such a way that it would no longer be eligible for state or local designation. The building would retain all of its character-defining features and would continue to retain sufficient integrity to convey its significance following the completion of the project. Furthermore, the proposed project would not have a significant impact, and exceptions under Section 15300.2 would not prohibit the use of an exemption for this project. Therefore, no further environmental review is necessary.

g. There would be no potential significant negative effects upon environmental quality and natural resources that would not be properly mitigated and monitored, unless a statement of overriding considerations is adopted by the applicable review authority.

Justification: There will be no potential significant negative effects upon environmental quality as the site is developed, and the proposed project does not include any building/structural modifications. Therefore, there will be less than significant effects on the surrounding environment as the proposed use will maintains compatibility with the Hotel ancillary operations and provides opportunities for local community access and use of the health spa and wellness center.

Findings for General Plan, Pursuant to Section 10-2.2707 (Findings and decision) of the Ojai Municipal Code an amendment to the General Plan may be approved only if the following findings are made, as applicable to the type of amendment in compliance with State law (Government Code Section 65800, et. seq.). The City Council hereby determines as follows:

(a)(1) The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with these Zoning Regulations, in the case of an amendment of these Zoning Regulations.

Justification: The proposed General Plan amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan and Zoning Ordinance, and would not create any inconsistencies. In the case of this amendment to the General Plan Land Use Designation from Public Quasi-Public (P) to Village Mixed-Use (VMU), the designation is being amended to be consistent with the requested Zoning Map Change from Public, Quasi-Public (P-L) to Village Mixed-Use (VMU) to accommodate a Health Spa & Wellness Center together with the existing residential use; under same operation.

(a)(2) The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the City.

Justification: The proposed amendment to the general plan would not be detrimental to the public convenience, health, interest, safety, or welfare of the City. The project site is developed and the request is a General Plan Land Use Designation change from Public Quasi-Public (P) to Village Mixed-Use (VMU), the designation is being amended to be consistent with the requested Zoning Map Change from Public, Quasi-Public (P-L) to Village Mixed-Use (VMU). The site allows for continued accommodate and conditionally allows a change in use from Office to Health Spa & Wellness Center use which promotes amenities for guest staying at Hotel El Roblar as well as Ojai residents use and allows for reasonable transitions in land uses as the community's needs change, thereby avoiding stagnant land uses and long-term vacant buildings within the city.

(a)(3) The proposed project has been reviewed in compliance with the provisions of CEQA and/or the City's environmental review procedures.

Justification: The proposed project has been reviewed in compliance with the provisions of CEQA and the City's environmental review procedures and has been found to be Categorically Exempt per CEQA Section 15301 (Existing Facilities), Section 15303 (New Construction or Conversion of Small Structures) and 15300.2 (Exceptions). More detail is provided under subsection (f) of the conditional use permit facts and findings.

(b) Additional finding for Zoning Map amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s)

Justification: The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested land use development because the site has been previously developed with a structure and all utilities as well as appropriate vehicular and pedestrian access as the structure was previously used as a school and office and is proposed to maintain the residential use together with the commercial use providing for a compatible mixed-use plan onsite.

WHEREAS, the City Council finds the project as described to be Categorically Exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with Section 15301 – Class 1 – (Existing Facilities) and Section 15303 – Class 3 – (New construction or conversion of small structures).

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves

negligible or no expansion of an existing use.

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure(s). As described above, the project does not involve an expansion, but does include minor alternations to the site including the removal of onsite parking spaces and trash enclosure. However, a parking demand analysis performed by Associate Traffic Engineers (a traffic engineering firm) identified sufficient parking between the Hotel El Roblar and the subject site; both under the same ownership and control. Furthermore, the site does include a change in use from office to health/fitness facility. The change in use does not include the expansion of any of the existing structures and the existing residential use onsite would remain unchanged.

Pursuant to CEQA Guidelines Section 15300.2 (Exceptions), a categorical exemption is not allowed if the project would have one of the following impacts: 1) cumulative impact; 2) significant effect; 3) impact to scenic highways; 4) hazardous impact due to project being located on any hazardous materials list compiled pursuant to Section 65962.5 of the Government Code; and 5) impact on historical resources. The proposed project has been reviewed under Section 15300.2 for any characteristics or circumstances that might invalidate findings that the project is exempt under Section 15301 (Class 1) and Section 15303 (Class 3). As substantiated and discussed in detail in the attached supplemental information associated with historic resources Architectural Resources Group (ARG) prepared a historic resources report which identified the site as being eligible for local and state landmark status, and further identified the project would not cause physical impairment to 107 North Ventura Street in such a way that it would no longer be eligible for state or local designation. The building would retain all of its character-defining features and would continue to retain sufficient integrity to convey its significance following the completion of the project. Furthermore, the proposed project would not have a significant impact, and exceptions under Section15300.2 would not prohibit the use of an exemption for this project. Therefore, no further environmental review is necessary.

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

SECTION 1. The City Council determines that the above set forth findings are true and correct in regards to Design Review Permit (DRP 25-011), Conditional Use Permit (CUP 26-004), General Plan Amendment (GPA 25-001) and the associated CEQA exemptions, which findings are incorporated herein.

SECTION 2. The City Council hereby approves Design Review Permit (DRP 25-011), Conditional Use Permit (CUP 26-004), and General Plan Amendment (GPA 25-001), as discussed at the July 15, 2026 City Council meeting and further clarified at the August 5, 2026 City Council public hearing, and as depicted in the on the plans subject to the following conditions. The decision of the City Council shall be forward to the City Council for final decision on this proposed project.

CONDITIONS OF APPROVAL

Project Specific Conditions

1. The project recommended approval constitutes the City's authorization of the following:

    a. An amendment to the land use map of the general plan from Public, Quasi-Public (P) to Village Mixed-Use (VMU);

    b. The hours for the use are as follows – Off-peak demand reservations for up to four of the eight treatment rooms will be available for booking by local residents for the wellness facility between 6:00am to 9:00pm and spa hours between 8:00am to 6:00pm

    c. The hours for the use are as follows – Peak demand reservations for use by registered overnight guest of Hotel El Roblar will be open between 6:00pm to 10:00pm with spa hours from 8:00am to 8:00pm; and

    d. Change in use from *office* to *health/fitness facility* [Health Spa & Wellness Center].

2. The use herein, shall remain as described in the application description (included herein as Exhibit 1) approved by City Council, unless and until an amendment to the Conditional Use Permit is approved as set forth in Ojai Municipal Code Title 10, Chapter 2, Article 24 (Conditional Use Permits). No conditional use may be changed to a type of conditional use different than that use proposed and location described in this permit.

3. The applicant shall comply with all requirements of the California Department of Alcoholic Beverage Control (ABC) as well as the Ojai Municipal Code.

4. The applicant shall comply with all requirements of the Ventura County Fire Department.

5. The applicant shall comply with all requirements of the Ventura County Environmental Health Division.

6. If the health/fitness facility [health spa & wellness center] is discontinued for a period of six months, then the use shall be discontinued without further notice.

7. If the property is sold the conditions of this use shall be signed by the new owner prior to continued operation of the facility.

8. The Architectural Resource Group (ARG) has prepared a historic resources report which determines the site/building qualifies for both local and state landmark designation. The property owner may pursue landmark status in the future; should a formal application and accompanying documentation be submitted, the request for landmark status will be promptly forwarded to the Historic Preservation Commission for preliminary review and comment, concurrent with the Community Development Staff's assessment of the application's completeness.

9. Once a voluntary merger process is codified through the Ojai Municipal Code, the property owner shall submit an application + associated fee together with accompanying document for process of APN No.'s 021-0-106-030 and -040 to be merged and for that voluntary merger to follow the process outlined within the Ojai Municipal Code.

10. No trash enclosure is provided at the subject site. All trash for this site shall be transported to 122 East Ojai Avenue. The applicant/property owner shall work with E. J. Harrison & Sons regarding the transport and use of the subject site, days dedicated for trash pick-up, and any changes to this shared use. If the health spa & wellness facility were to terminate shared-use from Hotel El Roblar site, then the health spa and wellness facility shall undergo the planning process to secure onsite trash pick-up to address the existing spa use demand as a standalone use. The design shall be reviewed by the Community Development Department and processed according to the current Ojai Municipal Code standards and approved for use by E.J. Harrison & Son's or the City of Ojai's current solid waste/trash hauler.

11. Prior to issuance of a certificate of occupancy, the applicant/property owner shall provide proof to the City of a signed and ready for recording shared-parking agreement guaranteeing availability between the ten parking spaces at 107 North Ventura Street (APN No.'s 021-0-106-030 and -040) site and the parking spaces available to 122 East Ojai Avenue (APN No. 021-0-112-020). The Community Development Director and City Attorney shall review the shared-parking agreement prior to recordation with the County. The 107 North Ventura Street parking agreement must be recorded with the Ventura County Recorder's office before issuance of a certificate of occupancy for the health spa & wellness facility.

    If the health spa & wellness facility were to terminate shared-use from Hotel El Roblar site, then the health spa and wellness facility shall undergo a separate parking demand analysis to address the existing spa use parking demand as a standalone use at the subject site.

<u>Community Development Standard Conditions</u>

12. Discretionary conditions of approval shall be included on the first page of the building plans submitted to the Building Department for the project's building permit.

13. Within 180 days of design review permit approval, the permit shall be exercised in compliance with Title 10, Chapter 2, Article 32 (Time Limits and Extension) of the Ojai Municipal Code or the permit shall be deemed void, unless such approval is extended by the Commission for good cause either before or after the expiration of such time limit.

14. Within 180 days of a conditional use permit approval, the permit shall be exercised in compliance with Title 10, Chapter 2, Article 32 (Title Limits and Extensions) or the permit shall be deemed void. Discontinuance of the use permitted by the conditional use permit for a period of six months shall cause the Permit to be deemed void.

15. If noise levels associated with project construction exceed State standards as cited in the City's Noise Element of the General Plan and the Uniform Building Code, applicant/property owner will provide for mitigation of noise generation to State standards and maintain consistency with Title 5, Chapter 11 (Noise Standards and Regulations).

16. Prior to commencing construction, a building permit shall be obtained from the building division. All conditions of the building division shall be met in conformance with Title 9 (Building Regulations) of the Ojai Municipal Code.

17. All conditions of the City Engineer shall be met in conformance with Title 7 (Public Works) of the Ojai Municipal Code including the property dedication as identified on the approved plans.

18. Any proposed outdoor lighting shall comply with Title 10, Chapter 2, Article 16.5 (Exterior Lighting Standards) of the Ojai Municipal Code.

19. Compliance with the public arts ordinance within Title 4, Chapter 16 (Public Arts) of the Ojai Municipal Code.

20. Compliance with the Landscaping Standards with Title 10, Chapter 2, Article 12 (Landscaping Standards) of the Ojai Municipal Code.

21. During construction, short-term dust impacts shall be mitigated by sufficiently watering all excavated or graded materials to prevent excessive amounts of dust. Watering shall occur twice daily with complete coverage, preferably in the late morning and after work is completed for the duration of construction.

22. To reduce potential short-term, construction-related noise impacts associated with this project, construction work shall be limited to occur between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday and prohibited on weekends and holidays; consistent with Title 5, Chapter 11 (Noise Standards and Regulations) of the Ojai Municipal Code.

23. All rubbish, trash and garbage shall be regularly removed from the property and shall not be allowed to accumulate thereon. Applicant/property owner shall take advantage of all recycling programs offered by the City's contract rubbish hauler and shall provide space for storage of containers for this purpose.

24. No structure of a temporary or permanent character, trailer, camper, boat or equipment, or materials, supplies, inventory or work in progress or any similar property shall be permitted to remain upon the exterior portion of the lot after completion of construction/final inspection.

25. The applicant/property owner are prohibited from using any portion of the subject property for short-term, transient, or vacation rentals for any period of time less than 30 days in exchange for any form of compensation as this land use is not permitted by Ojai Municipal

Code Section 10-2.402, Table 2-2, which lists all allowable land uses in residential zones. This prohibition shall remain in place unless and until the Ojai Municipal Code is amended to permit this land use. Violation of this condition of approval may result in revocation of this permit, in compliance with all applicable laws.

26. Legal requirements:

a. The owner/applicant, on behalf of itself and its successors and assigns, shall defend and hold harmless the City of Ojai, its officers, boards, commissions, agents and employees, and each of them from and against any claims, demands, actions, suits, liabilities and judgments of every kind and nature regardless of the merit of the same arising out of or related to the exercise and enjoyment of the approval of the City of the development permits necessary to the project including costs of investigations, attorney fees and court costs in the defense of any actions.

b. If the City believes that it is entitled to indemnification pursuant to this Condition, the City shall give the applicant prompt and written notice thereof. Any such notice shall set forth in reasonable detail and to the extent then known the basis for such claim for indemnification. Each such claim for indemnification shall expressly state that the applicant shall have only the thirty (30)-day period referred to in the next sentence to dispute or deny such a claim. The applicant shall have thirty (30) days following its receipt of such notice either to (i) acquiesce in such claim and its responsibilities to indemnify the City in respect thereof in accordance with the terms of this Condition by giving the City written notice of such acquiescence or (ii) object to the claim by giving the City written notice of the objection. If the applicant does not object to such claim for indemnification within such thirty (30)-day period, the applicant shall be deemed to have acquiesced in such claim and its responsibilities to indemnify the City in respect thereof in accordance with the terms of this Condition. If the applicant objects to such claim for indemnification within such thirty (30)-day period but it is subsequently determined that the City is entitled to indemnification from the applicant, interest shall be deemed to have accrued on the unpaid amount of such indemnification, including cost to defend, from the date on which the judgment or other final order is entered against the City until full payment of the amount of such indemnification at a rate of ten percent (10 percent) per annum and the City shall be entitled to payment of such interest from the applicant.

c. In connection with any claim which may give rise to indemnity under this Condition resulting from or arising out of any claim or proceeding against the City, the applicant shall (unless the City elects not to seek indemnity hereunder for such claim) assume the defense of such claim or proceeding if the applicant acknowledges to the City the City's right to indemnity pursuant hereto in respect to the entirety of such claim or proceeding and provide assurances reasonably satisfactory to the City, that the applicant will be financially able to satisfy the amount of such claim in full if such claim or proceeding is decided adversely.

If the applicant assumes the defense of any such claim or proceeding, the applicant

shall select counsel reasonably acceptable to the City to conduct the defense of such claim or proceeding, or shall pay for the defense of such claim or proceeding by the City's attorneys, shall take all steps reasonably necessary in the defense or settlement thereof, shall at all times diligently and promptly pursue the resolution thereof and shall bear all costs and expenses in connection with defending against such claim or proceeding.

If the applicant shall have assumed the defense of any claim or proceeding in accordance with this Condition, the applicant may consent to a settlement of, or the entry of any judgment arising from, any such claim or proceeding only with the prior written consent of the City; provided, that the applicant shall pay or cause to be paid all amounts arising out of such settlement or judgment either concurrently with the effectiveness thereof or shall obtain and deliver to the City prior to the execution of such settlement a general release executed by the person not a party hereto, which general release shall release the City from any liability in such matter; provided, further, that the applicant shall not be authorized to encumber any of the assets of the city or to agree any restriction that would apply to the City or to its conduct of business; provided, further, that a condition to any such settlement shall be a complete release of the City, its council, board, commissions, officers, employees, consultants and agents with respect to such claim. The City shall be entitled to participate in (but not control) the defense of any such action, with its own counsel and at its own expense. The City shall, and shall cause each of its officers, employees, consultants and agents to cooperate fully with the applicant in the defense of any claim or proceeding being defended by the applicant pursuant to this Condition.

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

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany Burgess, City Attorney

Exhibit 1: Project Description
Exhibit 2: Land Use Map Change from P to VMU

Hotel El Roblar

April 23rd, 2026

Mr. Lucas Seibert
Community Development Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

RE: Hotel El Roblar Health Spa and Wellness Center
107 Ventura Street and 103 W. Matilija Street
APNs 021-0-106-030 and -040

Mr. Seibert,

Thank you for your Determination of Incomplete Status for DRP 25-011, ZC 25-002, and GPA 25-001, dated January 9, 2026, (Incomplete Letter").

With this letter, we are submitting a number of items in response to the letter including minor revisions to the project description. The project remains unchanged from the original project description, and in its benefits to the City of Ojai.

Incomplete Items and Response

Traffic, Parking, and VMT Analysis

- Enclosed herewith please find the updated report from ATE responding to the comments provided.

Design Review Permit Application Requirements

1. Updated plans accompany this submittal. Plans include:

- North arrow on applicable sheets (i.e. site and roof plans)
- Color and material board is included as sheet A-202
- Parking dimensions are shown on sheet A-100. Spaces are existing.
- Path of travel is indicated with dashed lines from the van accessible space to the front and side entrances on sheet A-100

- Landscape is shown on sheet A-100, inclusive of the concept plant palette, imagery, and square footage of building, landscape, and hardscape.
- Will serve letters are included
    - Letter from Water dated December 16, 2025
    - Letter from sewer dated November 18, 2025
- A new set of noticing labels was obtained from Ventura County and is supplied herewith.
- Location map and vicinity maps are provided on sheet G-000
- Exterior lighting is shown on A-202 as a dark sky friendly sconce.
- Existing and proposed surface types and percentages are found on A-100
- Square footage and use type listed on sheet G-000
- Elevations with callouts for color and material can be found A-202. this sheet within the set can be provided to PC for review.

Solid Waste

- We have provided an exhibit with this submittal which shows the solid waste collection will be handled along with the hotel by hotel and spa staff.

Precise Plans

- The project is a remodel and change of use to an existing building. Exterior mechanical equipment is comprised of HVAC equipment on the roof of the building which is screened as noted on sheet A-202.
- Project address has been updated.
- ADA access is shown on sheet A-100
- Existing elevation sheet has been updated
- Existing site plan is A-100D, also serves as the demo site plan.
- The demo site plan is the same as above. See A-100D
-

Conditional Use Permit

- We understand a CUP is required and will pay the fee with this resubmittal.

Public Art

- Thank you for this advisory. No public art is proposed.

Lot Merger

- We understand the City is requesting a Lot Merger. Enclosed is the LLA application as requested. Note that while an LLA application form is being used, the project does not propose an LLA. A lot merger is regulated differently in the Subdivision Map Act. An exhibit of the Lot Merger is enclosed.

Fire Department

- Thank you for providing the Fire Departments conditions. Our architect met with Fire and it is our understanding that they have approved the proposed site plan.

Engineering

- We met with Engineering to discuss the comments and made revisions accordingly. The proposed easement for pedestrian purposes is shown with callout 9 on sheet A-100. Please note they agreed to defer to Fire Department thus a new hydrant is not required nor proposed.

Enclosures

Please find the following items on our Sharefile, with the exception of the labels and fees which will be hand delivered, and the material board which was previously provided. Note this link is available for 30 days: https://bhfs.sharefile.com/d-sff2ffa97825444298387fbce4a2d85ba

1) Revised Plans
2) Updated Traffic Study by ATE dated April 21, 2026
3) Will serve letters referenced herein
4) Updated Preliminary Title Report
5) Property owner labels
6) Trash Exhibit
7) Separate Color & Material Board (previously delivered).
8) Lot Merger Application, Exhibits, and Supporting Documentation
9) Fees as requested in the Incomplete Letter
    a. LLA Deposit $14,508
    b. Lot Merger $450 deposit
    c. CUP deposit $450.00 deposit

Sincerely,

jeremy mcbride

107 Ventura LLC

August 12, 2024

Mr. Lucas Seibert
Community Development Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

RE: Hotel El Roblar Health Spa and Wellness Center
107 Ventura Street and 103 W. Matilija Street
APNs 021-0-106-030 and -040

Dear Lucas,

We are thrilled to submit the accompanying application for concept review of the proposed Hotel El Roblar Health Spa and Wellness Center ("spa" or "project") on approximately 0.6 acres in the heart of downtown Ojai. The project is proposed on two assessor parcels APNs 021-0-106-030 and 021-0-106-040 addressed 103 W Matilija Street and 107 N. Ventura Street ("property").

I. Project Vision & Site History

The Hotel El Roblar, slated for opening in 2024 has a rich history. For decades, it was the home of a health retreat operated by the community-beloved Sheila Cluff and her family as the Oaks at Ojai. In its prime, the Oaks had numerous treatment rooms, dining, and lodging opportunities, and was a destination spa for those seeking health and wellness in the Ojai Valley.

The revival of the Hotel El Roblar provides handsome lodging, dining, and gathering spaces. It's owners now seek to pay homage to Ms. Cluff and her passion for fitness with a separate but complimentary project in the 107 N. Ventura building.

We are honored to have Cathy Cluff's support of the project; she will be intimately involved in her role as its Director. Her contributions will be paramount to ensuring that her mother's vision for wellness, and the spirit of Ojai is carried forward. We look forward to working with her and her wealth of knowledge and enthusiasm.

II. Hotel El Roblar Spa and Health Club Facility

The project is a proposed General Plan Amendment and Rezone from Public (PL) to Village Mixed Use (VMU), and a Conditional Use Permit (CUP) to allow a change of use of an existing approximately 8,449 SF structure for use as a spa operated in conjunction with the Hotel El Roblar.

The property has been utilized for a variety of purposes over time including the City's courtrooms, Police Department, and office space for the Ojai Chamber of Commerce. The property was also occupied by World University for some time, and has since been shuttered. Presently, the residence on the northwest portion of the property remains occupied, while the office building eagerly awaits this next opportunity to serve the community.

To be clear, the existing residence with two parking spaces will remain; no change of use or modification to this residential use is proposed by this application.

The spa will be a stand-alone business, which will provide services to registered overnight guests of the Hotel El Roblar. The spa will have offerings including treatment rooms, gym, steam room, sauna, lobby and ancillary boutique. Exterior changes would include elimination of a paved parking area in the southwest portion of the property and redevelopment of that space with landscaped meditation and relaxation areas. The courtyard facing N. Ventura Street would also be reimagined and landscaped. See enclosed concept site/floor plan.

Spa operations are proposed to fall into two general categories based on demonstrated and typical use patterns. These use patterns consist of "peak" demand or use and "off-peak" demand or use. Generally, peak use occurs on Fridays and Saturdays, and ends Sundays around check-out time. Off-peak use occurs between Sunday afternoon and close of business Thursday.

Off-Peak Demand

During off-peak times, reservations for up to 4 of the 8 treatment rooms will be available for booking by local residents. Hours of operation for the facility will be between 6am to 9pm, with spa hours ranging from 8 am to 6pm.

Peak Demand

During peak times, the spa will be open for use by registered overnight guests of the Hotel El Roblar. The facility will be open between 6am to 10pm, with spa hours from 8 am to 8pm.

Parking, Access, and Circulation

Although not needed[1], Eight (8) existing parking spaces on site are proposed to remain for use by the spa. The project would retain access from the existing improved public rights of way of N. Ventura Avenue and W. Matilija streets. Presently, entrance to the parking lot occurs from N. Ventura, and exit onto W. Matilija.

III. Project Benefits

In addition to the health and wellness benefits to clients of the Spa and Health Club Facility, the project will have numerous benefits to the City of Ojai including:

- Retention/protection of existing for-rent residential use on site
- Reuse of an existing, developed, but underutilized site
- Provision of community art
- Increase in landscaping coverage
- Reduction in impervious surfaces
- Increase vitality and vibrancy of the downtown
- Increased economic viability of the Spa and Health Club in addition to the Hotel El Roblar
- Payment of permit and inspection fees/revenue to the City
- Increase in TOT
- Additional sales tax revenue
- Increase in property tax revenue
- Increased utility efficiency via new construction (e.g. fixtures, glazing, etc.)
- Increase in local job resilience with a less cyclical employment pattern. This will have an incremental benefit for certain employees by allowing retention year-over-year. In turn, this will have a small but important benefit to school enrollment, reduction in traffic, and potentially allow workers to live in town vs. commuting.
- Rezone of the property to a more versatile zone type consistent with the downtown surroundings and long-term vitality of the property
- No increase in traffic via offerings to existing residents and guests

[1] See ATE report dated July 26, 2024

IV. Findings for Approval of Zone Changes and General Plan Amendments

The City of Ojai's Municipal Code requires the applicant establish evidence in support of the required findings for approval. These findings are reproduced below in *italics*, with a general discussion and analysis of how the project complies following each item.

(1) The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with these Zoning Regulations, in the case of an amendment of these Zoning Regulations;

The project proposes to rezone the property from PL to VMU, and seeks a CUP as required for this type of project in the VMU zone district. The benefits of the VMU zone district, particularly with regard to allowing commercial and residential uses on the same property, have been considered in the establishment of the zone, which is currently contemplated for assignment to additional properties in the downtown area.

(2) The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the City; and

The project would retain existing residential uses on site, and establish a new health spa and wellness facility within an existing commercial building on site. The project has adequate parking on site and would not introduce any traffic or circulation hazards. The project is within the service area of police and fire services. The project does not propose any uses that result in excessive noise, dust, odors, or other potentially detrimental outcomes.

(3) The proposed project has been reviewed in compliance with the provisions of CEQA and/or the City's environmental review procedures.

The project is proposed on an existing developed property in the City which is, and has been used for residential and commercial uses. The project would occur in an existing structure on site, and is therefore anticipated to qualify for a Categorical Exemption from CEQA under Class 1 Existing Facilities for projects which involve negligible or no expansion of use. The City could also consider application of Categorical Exemption 15332 in-fill development projects. The City has previously considered the property for redevelopment and found none of the Exceptions (per 15300.2) to the use of a Categorical Exemption apply to the site.[2]

(b) Additional finding for Zoning Map amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s).

The property is an existing, flat, developed site in the City and is currently served with existing sewer and water connections. The project proposes to retain the existing residential use on site. The health spa and wellness facility is proposed within an existing building on site. The proposed use is compatible with neighboring residential, visitor- and resident-serving uses. It would also be consistent with other contemplated rezones and applications of the VMU zone. The rezone would allow for the continued residential uses.

(c) Additional finding for amendments of these Zoning Regulations. The proposed amendment is internally consistent with other applicable provisions of these Zoning Regulations.

The proposed project would be consistent with the proposed VMU land use designation and zoning which allows health and wellness facilities as well as residential uses. The VMU zone has been found desirable for other properties within the downtown area, and would be in this case as well.

[2] See City Council Administrative Report for the October 25, 2022 Hearing, Item 4, Attachment A, p. 4, Attachment D, pp. 37-49, available at https://drive.google.com/file/d/1TnZcmpfwnkm0XbMhGhGDRp617DXxm_Lv/view.

V. Concept Review Materials

As required in the City's Concept Review application, please find the following materials accompanying this letter:

- Completed application form signed by the property owner
- Filing fee
- Concept Site and Floor Plan
- Property owner listing (300-foot radius) by Ventura County GIS formatted for printing on mailing labels
- Traffic, Parking, and VMT analysis for the 107 N. Ventura Street Project dated July 26, 2024 by ATE

VI. Conclusion

We are excited to team with the Cluff family to reintroduce a bit of Ojai history. We appreciate your assistance getting this project to the Planning Commission for what is sure to be a productive discussion and step forward for this important project.

Best regards,

Warner Ebbink
Eric Goode
Jeremy McBride
Ramin Shamshiri

30600098.1

GENERAL PLAN - LAND USE MAP AMENDMENT

EXHIBIT 2

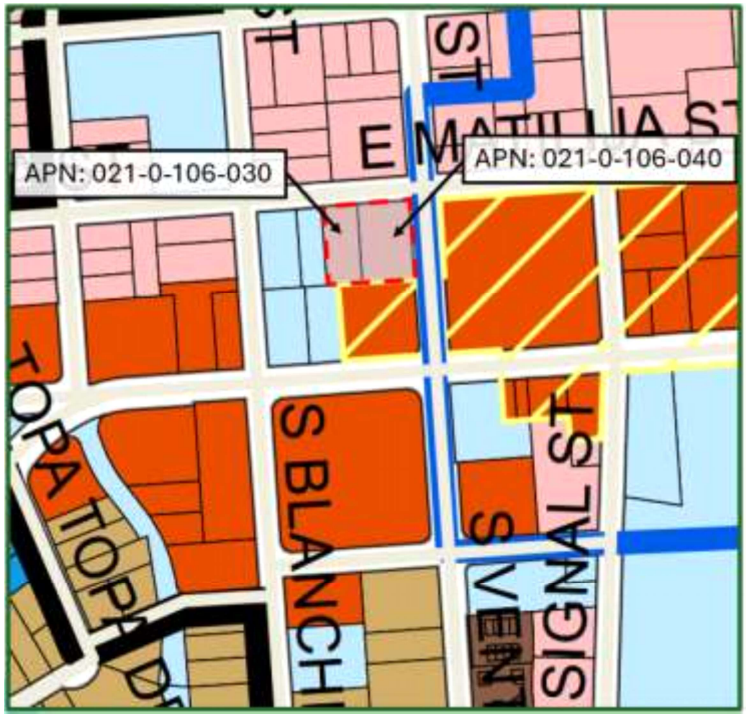
Existing Land Use Designation = P



LAND USE CLASSIFICATION

	City Boundary	
	City Sphere of Influence (Approx)	
AG	1 du/10 ac	
OSRE	1 du/10 ac - 1 du/80 ac	
IR	0.18 - 0.25 FAR	
VLR	0-1 du/ac	
LR	1-2 du/ac	
MR	3-4 du/ac	
MHR	Up to 8 du/ac	
HR	Up to 15 du/ac	
GC	0.50 FAR	
DC	1.5 FAR	
CM	0.35 FAR	
MPD	0.35 FAR	
P	Variable	
VMU	See Details	

Proposed Land Use Designation = VMU



ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI AMENDING THE OJAI MUNICIPAL CODE SECTION 10-2.202 CHANGING THE ZONE FROM PUBLIC, QUASI-PUBLIC (PL) TO VILLAGE MIXED-USE (VMU) FOR PROPERTY'S LOCATED AT 107 NORTH VENTURA STREET – ASSESSOR'S PARCEL NUMBER 021-0-106-040 AND 107 WEST MATILIJA STREET – ACCESSOR's PARCEL NUMBER 021-0-106-030 AS REFLECTED ON THE REVISED ZONING MAPS AND THE PROJECT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, Ojai is a community which recognizes the need to preserve its character, aesthetic value, and the unique quality of life; and

WHEREAS, as part of providing for community appropriate uses and allowing appropriate transitions in land uses as the needs of the community change, the property owner has applied for a change in zoning and General Plan land use classifications for the property located at 107 North Ventura Street and 107 North Matilija Street to account for a proposed change in use from Public/Quasi-Public (P-L) to Village Mixed-Use (VMU); and

WHEREAS, on August 5, 2026, the Planning Commission held a noticed public hearing regarding this proposed change in zoning and General Plan land use classification and, notice of said hearing was sent to all property owners within a 300' radius of the subject properties and published in the *Ojai Valley News* at least 20 days prior to the public hearing; and

WHEREAS, on August 5, 2026 the Planning Commission received and considered all public testimony, documentary evidence and staff recommendations submitted at such public hearing, and recommended adoption of this ordinance and the related environmental review determination by the City Council, and

WHEREAS, on September 22, 2026, the City Council held a noticed public hearing regarding the proposed change in zoning classification and, notice of said hearing was sent to all property owners within a 300' radius of the subject properties and published in the *Ojai Valley News* at least 10 days prior to the public hearing.

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

SECTION 1. Recitals. The Ojai City Council determines that the above set forth recitals and findings are true and correct in regards to the proposed Ojai Municipal Code Amendment.

SECTION 2. Findings. As required by Ojai Municipal Code section 10-2.2707, the Ojai City Council finds that the following findings can be made as needed to approve the proposed Zoning Map Amendments:

(a)(1) The proposed amendment ensures and maintains internal consistency with the

actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with these Zoning Regulations, in the case of an amendment of these Zoning Regulations.

Justification: The proposed General Plan amendment and Zone Change ensure and maintain internal consistency with the actions, goals, objectives, and policies of the General Plan and Zoning Ordinance, and would not create any inconsistencies. In the case of this amendment to the General Plan Land Use Designation from Public Quasi-Public (P) to Village Mixed-Use (VMU), the designation is being amended to be consistent with the requested Zoning Map Change from Public, Quasi-Public (P-L) to Village Mixed-Use (VMU) to accommodate a Health Spa & Wellness Center.

(a)(2) The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the City.

Justification: The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the City. The project site is developed and the request is a General Plan Land Use Designation change from Public Quasi-Public (P) to Village Mixed-Use (VMU), the designation is being amended to be consistent with the requested Zoning Map Change from Public, Quasi-Public (P-L) to Village Mixed-Use (VMU). The site allows for continued accommodate and conditionally allows a change in use from Office to Health Spa & Wellness Center use which promotes amenities for guest staying at Hotel El Roblar as well as Ojai residents use and allows for reasonable transitions in land uses as the community's needs change, thereby avoiding stagnant land uses and long-term vacant buildings within the city.

(a)(3) The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and/or the City's environmental review procedures.

Justification: The City Council finds the proposed project has been reviewed in compliance with the provisions of CEQA and the City's environmental review procedures and has been found to be Categorically Exempt per CEQA Section 15301 – Class 1 – (Existing Facilities), Section 15303 – Class 3 – (New Construction or Conversion of Small Structures) and 15300.2 (Exceptions).

Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination. The key consideration is whether the project involves negligible or no expansion of an existing use.

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small

structures, and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure(s). As described above, the project does not involve an expansion, but does include minor alternations to the site including the removal of onsite parking spaces and trash enclosure. However, a parking demand analysis performed by Associate Traffic Engineers (a traffic engineering firm) identified sufficient parking between the Hotel El Roblar and the subject site; both under the same ownership and control. Furthermore, the site does include a change in use from office to health/fitness facility. The change in use does not include the expansion of any of the existing structures and the existing residential use onsite would remain unchanged.

Pursuant to CEQA Guidelines Section 15300.2 (Exceptions), a categorical exemption is not allowed if the project would have one of the following impacts: 1) cumulative impact; 2) significant effect; 3) impact to scenic highways; 4) hazardous impact due to project being located on any hazardous materials list compiled pursuant to Section 65962.5 of the Government Code; and 5) impact on historical resources. The proposed project has been reviewed under Section 15300.2 for any characteristics or circumstances that might invalidate findings that the project is exempt under Section 15301 (Class 1) and Section 15303 (Class 3). As substantiated and discussed in detail in the attached supplemental information associated with historic resources Architectural Resources Group (ARG) prepared a historic resources report which identified the site as being eligible for local and state landmark status and further identified the project would not cause physical impairment to 107 North Ventura Street in such a way that it would no longer be eligible for state or local designation. The building would retain all of its character-defining features and would continue to retain sufficient integrity to convey its significance following the completion of the project. Furthermore, the proposed project would not have a significant impact, and exceptions under Section15300.2 would not prohibit the use of an exemption for this project. Therefore, no further environmental review is necessary.

(b) Additional finding for Zoning Map amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s)

Justification: The site is physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation and anticipated land use development because the site has been previously developed with a structure and all utilities as well as appropriate vehicular and pedestrian access as the structure was previously used as a school and office and is proposed to maintain the residential use together with the commercial use.

SECTION 3. Zoning Map Amendment. The Revised Zoning Map for the City of Ojai referred to in Section 10-2.202 is hereby amended as follows:

The boundaries for the Public, Quasi-Public (PL) zoned lot or parcel shall be adjusted so that the zoning designation for the property located at 107 North Ventura Street (APN 021-0-106-040) and 107 North Matilija Street (APN 021-0-106-030) which is currently zoned Public, Quasi-Public (PL) shall hereafter be zoned Village Mixed Use (VMU); Exhibit 1 is attached.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

SECTION 5. Certification. The City Clerk shall cause this Ordinance to be published once, within fifteen (15) calendar days after its passage, in the *Ojai Valley News*, a newspaper of general circulation, printed, published and circulated in the City, and shall cause a copy of this Ordinance and the City Clerk's certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

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

PASSED AND ADOPTED THIS____day of_____, 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____

Bethany Burgess, City Attorney

Exhibit 1: Zoning Map Change PL to VMU

ZONING MAP AMENDMENT

EXHIBIT 1

ZONING CLASSIFICATION

- 1.5 FAR Overlay
- Sphere of Influence
- City Boundary
- AG
- OS
- I-R-1
- I-R-2
- I-R-3
- R-O-4
- R-O-2
- R-O-1
- R-O-1/2
- R-O
- R-1
- R-2
- R-3
- R-S
- C-1
- M-1
- B-P
- P-L
- VMU

Existing Zoning = P-L



Proposed Zoning = VMU



The Commissioners provided comments on the historic resources report prepared by Architectural Resources Group (ARG) regarding the proposed health spa & wellness facility located at 107 North Ventura Street. The Commission did not provide physical written comments to Staff, instead their comments were summarized and identified by each individual Commissioner. Commissioner Moore was absent and no comments were received. Below are those comments from the six commissioners in attendance of the meeting and summarized below.

Chair McHatton | Spoke on the process and journey for future historic resources reports to be brought before the commissioner earlier. The earlier review provides the commission with an opportunity to interact with the applicant and proposed project early in the process rather than late in the process. Speaking on the U-shaped courtyard area, she finds support for a fence given there was a fence there before and understands an opportunity for landscaping as a barrier and recognizes the importance of securing this space for the future spa use.

Vice-Chair Walker | Expressed concern regarding the process and interpretation of how this historic resources report was provided to the commission for review and comment. Regarding the U-shaped courtyard he was not supportive of a tall fence or tall landscaping to close off the courtyard to the public. He further clarified that a barrier of no more than three-feet would provide security and remain visible to the public and further clarified his point with the example of the low-rise stucco wall along Ojai Avenue for the Ojai Valley Museum and how that wall provides a barrier while also providing security + visibility between the public space and the museum.

Commissioner Bisaccia | Stated a story of appearing in a court room (temporary court room) in front of Judge Richard Love (Circa 1960) who had a law office located on the west side of town off of Ojai Avenue and noted that the historical records may have missed this important piece of history; temporary courtroom not him appearing in court. He also commented on the U-shaped courtyard with a fence and/or landscape buffer being appropriate given the thoughtful applications applied to the stucco walls at Hotel El Roblar and the use of small peak holes to create a unique way for public interaction.

Commissioner Aikens | Spoke about visiting the site with one of the onsite managers (Shawn) for Hotel El Roblar and experiencing the U-shaped courtyard space which is directly visible and opens onto Ventura Street. Mr. Aikens viewed the improvements proposed for the U-shaped courtyard area to be appropriate with the landscaping buffer, but didn't support a fence of any style to close off the U-shaped courtyard.

Commissioner Sims | Spoke about the planter area and the U-shaped courtyard and believed that the applicant could be successful with planters to protect and secure the area. She believed that a tastefully and semi-transparent fence and landscaping barrier could be successful and was supportive of a low landscape barrier with pots or one that grew to a height of eight feet. She also was pleased to see the World University's spiritual and holistic health aspects being carried through with the change in use to a health spa & wellness facility. She too was supportive of future historic resources reports being forwarded to the Commission for an early opportunity to review the report and provide comments related to the associated project.

Commissioner Niessen | Focused her comments on the U-shaped courtyard and identified her support for a fence and/or planter pot barrier to secure the courtyard space.

Hotel El Roblar

April 23rd, 2026

Mr. Lucas Seibert
Community Development Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

RE: Hotel El Roblar Health Spa and Wellness Center
107 Ventura Street and 103 W. Matilija Street
APNs 021-0-106-030 and -040

Mr. Seibert,

Thank you for your Determination of Incomplete Status for DRP 25-011, ZC 25-002, and GPA 25-001, dated January 9, 2026, (Incomplete Letter").

With this letter, we are submitting a number of items in response to the letter including minor revisions to the project description. The project remains unchanged from the original project description, and in its benefits to the City of Ojai.

Incomplete Items and Response

Traffic, Parking, and VMT Analysis

- Enclosed herewith please find the updated report from ATE responding to the comments provided.

Design Review Permit Application Requirements

1. Updated plans accompany this submittal. Plans include:

- North arrow on applicable sheets (i.e. site and roof plans)
- Color and material board is included as sheet A-202
- Parking dimensions are shown on sheet A-100. Spaces are existing.
- Path of travel is indicated with dashed lines from the van accessible space to the front and side entrances on sheet A-100

- Landscape is shown on sheet A-100, inclusive of the concept plant palette, imagery, and square footage of building, landscape, and hardscape.
- Will serve letters are included
    - Letter from Water dated December 16, 2025
    - Letter from sewer dated November 18, 2025
- A new set of noticing labels was obtained from Ventura County and is supplied herewith.
- Location map and vicinity maps are provided on sheet G-000
- Exterior lighting is shown on A-202 as a dark sky friendly sconce.
- Existing and proposed surface types and percentages are found on A-100
- Square footage and use type listed on sheet G-000
- Elevations with callouts for color and material can be found A-202. this sheet within the set can be provided to PC for review.

Solid Waste

- We have provided an exhibit with this submittal which shows the solid waste collection will be handled along with the hotel by hotel and spa staff.

Precise Plans

- The project is a remodel and change of use to an existing building. Exterior mechanical equipment is comprised of HVAC equipment on the roof of the building which is screened as noted on sheet A-202.
- Project address has been updated.
- ADA access is shown on sheet A-100
- Existing elevation sheet has been updated
- Existing site plan is A-100D, also serves as the demo site plan.
- The demo site plan is the same as above. See A-100D
-

Conditional Use Permit

- We understand a CUP is required and will pay the fee with this resubmittal.

Public Art

- Thank you for this advisory. No public art is proposed.

Lot Merger

- We understand the City is requesting a Lot Merger. Enclosed is the LLA application as requested. Note that while an LLA application form is being used, the project does not propose an LLA. A lot merger is regulated differently in the Subdivision Map Act. An exhibit of the Lot Merger is enclosed.

Fire Department

- Thank you for providing the Fire Departments conditions. Our architect met with Fire and it is our understanding that they have approved the proposed site plan.

Engineering

- We met with Engineering to discuss the comments and made revisions accordingly. The proposed easement for pedestrian purposes is shown with callout 9 on sheet A-100. Please note they agreed to defer to Fire Department thus a new hydrant is not required nor proposed.

Enclosures

Please find the following items on our Sharefile, with the exception of the labels and fees which will be hand delivered, and the material board which was previously provided. Note this link is available for 30 days: https://bhfs.sharefile.com/d-sff2ffa97825444298387fbce4a2d85ba

1) Revised Plans
2) Updated Traffic Study by ATE dated April 21, 2026
3) Will serve letters referenced herein
4) Updated Preliminary Title Report
5) Property owner labels
6) Trash Exhibit
7) Separate Color & Material Board (previously delivered).
8) Lot Merger Application, Exhibits, and Supporting Documentation
9) Fees as requested in the Incomplete Letter
    a. LLA Deposit $14,508
    b. Lot Merger $450 deposit
    c. CUP deposit $450.00 deposit

Sincerely,

jeremy mcbride

107 Ventura LLC

August 12, 2024

Mr. Lucas Seibert
Community Development Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

RE: Hotel El Roblar Health Spa and Wellness Center
107 Ventura Street and 103 W. Matilija Street
APNs 021-0-106-030 and -040

Dear Lucas,

We are thrilled to submit the accompanying application for concept review of the proposed Hotel El Roblar Health Spa and Wellness Center ("spa" or "project") on approximately 0.6 acres in the heart of downtown Ojai. The project is proposed on two assessor parcels APNs 021-0-106-030 and 021-0-106-040 addressed 103 W Matilija Street and 107 N. Ventura Street ("property").

I. Project Vision & Site History

The Hotel El Roblar, slated for opening in 2024 has a rich history. For decades, it was the home of a health retreat operated by the community-beloved Sheila Cluff and her family as the Oaks at Ojai. In its prime, the Oaks had numerous treatment rooms, dining, and lodging opportunities, and was a destination spa for those seeking health and wellness in the Ojai Valley.

The revival of the Hotel El Roblar provides handsome lodging, dining, and gathering spaces. It's owners now seek to pay homage to Ms. Cluff and her passion for fitness with a separate but complimentary project in the 107 N. Ventura building.

We are honored to have Cathy Cluff's support of the project; she will be intimately involved in her role as its Director. Her contributions will be paramount to ensuring that her mother's vision for wellness, and the spirit of Ojai is carried forward. We look forward to working with her and her wealth of knowledge and enthusiasm.

II. Hotel El Roblar Spa and Health Club Facility

The project is a proposed General Plan Amendment and Rezone from Public (PL) to Village Mixed Use (VMU), and a Conditional Use Permit (CUP) to allow a change of use of an existing approximately 8,449 SF structure for use as a spa operated in conjunction with the Hotel El Roblar.

The property has been utilized for a variety of purposes over time including the City's courtrooms, Police Department, and office space for the Ojai Chamber of Commerce. The property was also occupied by World University for some time, and has since been shuttered. Presently, the residence on the northwest portion of the property remains occupied, while the office building eagerly awaits this next opportunity to serve the community.

To be clear, the existing residence with two parking spaces will remain; no change of use or modification to this residential use is proposed by this application.

The spa will be a stand-alone business, which will provide services to registered overnight guests of the Hotel El Roblar. The spa will have offerings including treatment rooms, gym, steam room, sauna, lobby and ancillary boutique. Exterior changes would include elimination of a paved parking area in the southwest portion of the property and redevelopment of that space with landscaped meditation and relaxation areas. The courtyard facing N. Ventura Street would also be reimagined and landscaped. See enclosed concept site/floor plan.

Spa operations are proposed to fall into two general categories based on demonstrated and typical use patterns. These use patterns consist of "peak" demand or use and "off-peak" demand or use. Generally, peak use occurs on Fridays and Saturdays, and ends Sundays around check-out time. Off-peak use occurs between Sunday afternoon and close of business Thursday.

Off-Peak Demand

During off-peak times, reservations for up to 4 of the 8 treatment rooms will be available for booking by local residents. Hours of operation for the facility will be between 6am to 9pm, with spa hours ranging from 8 am to 6pm.

Peak Demand

During peak times, the spa will be open for use by registered overnight guests of the Hotel El Roblar. The facility will be open between 6am to 10pm, with spa hours from 8 am to 8pm.

Parking, Access, and Circulation

Although not needed[1], Eight (8) existing parking spaces on site are proposed to remain for use by the spa. The project would retain access from the existing improved public rights of way of N. Ventura Avenue and W. Matilija streets. Presently, entrance to the parking lot occurs from N. Ventura, and exit onto W. Matilija.

III. Project Benefits

In addition to the health and wellness benefits to clients of the Spa and Health Club Facility, the project will have numerous benefits to the City of Ojai including:

- Retention/protection of existing for-rent residential use on site
- Reuse of an existing, developed, but underutilized site
- Provision of community art
- Increase in landscaping coverage
- Reduction in impervious surfaces
- Increase vitality and vibrancy of the downtown
- Increased economic viability of the Spa and Health Club in addition to the Hotel El Roblar
- Payment of permit and inspection fees/revenue to the City
- Increase in TOT
- Additional sales tax revenue
- Increase in property tax revenue
- Increased utility efficiency via new construction (e.g. fixtures, glazing, etc.)
- Increase in local job resilience with a less cyclical employment pattern. This will have an incremental benefit for certain employees by allowing retention year-over-year. In turn, this will have a small but important benefit to school enrollment, reduction in traffic, and potentially allow workers to live in town vs. commuting.
- Rezone of the property to a more versatile zone type consistent with the downtown surroundings and long-term vitality of the property
- No increase in traffic via offerings to existing residents and guests

[1] See ATE report dated July 26, 2024

IV. Findings for Approval of Zone Changes and General Plan Amendments

The City of Ojai's Municipal Code requires the applicant establish evidence in support of the required findings for approval. These findings are reproduced below in *italics*, with a general discussion and analysis of how the project complies following each item.

(1) The proposed amendment ensures and maintains internal consistency with the actions, goals, objectives, and policies of the General Plan, and would not create any inconsistencies with these Zoning Regulations, in the case of an amendment of these Zoning Regulations;

The project proposes to rezone the property from PL to VMU, and seeks a CUP as required for this type of project in the VMU zone district. The benefits of the VMU zone district, particularly with regard to allowing commercial and residential uses on the same property, have been considered in the establishment of the zone, which is currently contemplated for assignment to additional properties in the downtown area.

(2) The proposed amendment would not be detrimental to the public convenience, health, interest, safety, or welfare of the City; and

The project would retain existing residential uses on site, and establish a new health spa and wellness facility within an existing commercial building on site. The project has adequate parking on site and would not introduce any traffic or circulation hazards. The project is within the service area of police and fire services. The project does not propose any uses that result in excessive noise, dust, odors, or other potentially detrimental outcomes.

(3) The proposed project has been reviewed in compliance with the provisions of CEQA and/or the City's environmental review procedures.

The project is proposed on an existing developed property in the City which is, and has been used for residential and commercial uses. The project would occur in an existing structure on site, and is therefore anticipated to qualify for a Categorical Exemption from CEQA under Class 1 Existing Facilities for projects which involve negligible or no expansion of use. The City could also consider application of Categorical Exemption 15332 in-fill development projects. The City has previously considered the property for redevelopment and found none of the Exceptions (per 15300.2) to the use of a Categorical Exemption apply to the site.[2]

(b) Additional finding for Zoning Map amendments. The site(s) is/are physically suitable (including access, provision of utilities, compatibility with adjoining land uses, and absence of physical constraints) for the requested zoning designation(s) and anticipated land use development(s).

The property is an existing, flat, developed site in the City and is currently served with existing sewer and water connections. The project proposes to retain the existing residential use on site. The health spa and wellness facility is proposed within an existing building on site. The proposed use is compatible with neighboring residential, visitor- and resident-serving uses. It would also be consistent with other contemplated rezones and applications of the VMU zone. The rezone would allow for the continued residential uses.

(c) Additional finding for amendments of these Zoning Regulations. The proposed amendment is internally consistent with other applicable provisions of these Zoning Regulations.

The proposed project would be consistent with the proposed VMU land use designation and zoning which allows health and wellness facilities as well as residential uses. The VMU zone has been found desirable for other properties within the downtown area, and would be in this case as well.

[2] See City Council Administrative Report for the October 25, 2022 Hearing, Item 4, Attachment A, p. 4, Attachment D, pp. 37-49, available at https://drive.google.com/file/d/1TnZcmpfwnkm0XbMhGhGDRp617DXxm_Lv/view.

V. Concept Review Materials

As required in the City's Concept Review application, please find the following materials accompanying this letter:

- Completed application form signed by the property owner
- Filing fee
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VI. Conclusion

We are excited to team with the Cluff family to reintroduce a bit of Ojai history. We appreciate your assistance getting this project to the Planning Commission for what is sure to be a productive discussion and step forward for this important project.

Best regards,

Warner Ebbink
Eric Goode
Jeremy McBride
Ramin Shamshiri

30600098.1

ASSOCIATED TRANSPORTATION ENGINEERS

Memo

To: Jeremy McBride

From: Scott Schell & Glenn Manaois, ATE

cc:

Date: April 21, 2026

Re: Response to Comments for the 107 N Ventura Street Project

ATE 24012M01

ATE prepared a traffic, parking and VMT study for the 107 N Ventura Street Project (the "Project"), dated July 26, 2024. The following memo summarizes and addresses the comments submitted by City staff dated January 12, 2026.

Comment #1: Provide additional information to clarify statement made under the heading "SR 33 Air Quality Policy." Within this statement there needs to be additional information or clarification as it relates to the trips generated during peak periods (AM & PM) of the work week. This information includes:

- Peak period time (AM & PM)
- How many of the trips are estimated through the existing hotel use
- How many of the trips are local (i.e. within the City of Ojai's Jurisdictional Boundary, Ojai Valley, Area of Interest, or Sphere of Influence)
- Identify conditions necessary to address the peak hour trips to reduce these trips to zero and maintain consistency with the General Plan

Response #1: The updated study indicates the AM and PM peak hour times. The trip generation estimates table in the updated study indicates how many trips are internal trips from the hotel. Figure 3 has been added to the updated study to illustrate the distribution of trips for the Project. After additional discussions with City staff, fractional trips less than 0.5 can be concluded to be less than 1 trip, therefore no mitigation for the peak hour trips on SR 33 would be required. The Project would therefore be consistent with the City's Air Quality Element transportation policies.

Comment #2: Provide more detail as it relates to the parking demand associated with the proposed use. There is a brief discussion and conclusion that the 8 parking spaces on-site are adequate given the proposed use and previous Stantec study for the hotel. More information/detail is needed to clarify that the parking count is sufficient.

Response #2: The parking demand study completed by Stantec is attached to the updated study. It is important to note that the Hotel's parking supply would be sufficient with the proposed Project, therefore the 8 spaces on-site are additional spaces only.

Comment #3: The plans identify a total number of proposed parking identified as 10 surface parking spaces, reducing the existing on-site parking supply from 14 to 10 spaces. The traffic study identified 8 parking spaces.

Response #3: The discrepancy is due to the 2 spaces reserved for the residential units on the northwest corner of the parcel which were not included in the parking supply in the traffic study.

ASSOCIATED TRANSPORTATION ENGINEERS

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Since 1978

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April 21, 2026 24012L03

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UPDATED TRAFFIC, PARKING AND VMT ANALYSIS
FOR THE 107 N VENTURA STREET PROJECT - CITY OF OJAI

Associated Transportation Engineers (ATE) has prepared the following updated traffic, parking and VMT analysis for the 107 N Ventura Street Project (the "Project"), located in the City of Ojai. ATE previously submitted a traffic, parking and VMT analysis dated July 26, 2024. The updated analysis addresses comments provided by City staff. The analysis quantifies the number of average daily and peak hour trips associated with the Project and evaluates the Project's consistency with the General Plan transportation policies adopted by the City of Ojai and the County of Ventura. The analysis would also evaluate parking requirements for the Project. An analysis of Vehicle Miles Traveled (VMT) is also provided to evaluate potential CEQA transportation impacts.

PROJECT DESCRIPTION

The Project site is located at 107 N Ventura Street in the City of Ojai. Figure 1 (attached) illustrates the Project site location in Ojai. The Project is proposing to redevelop the existing 8,449 SF commercial office building located on-site to provide a spa operated in conjunction with the Hotel El Roblar. The spa will provide services to registered overnight guests of the Hotel El Roblar, which is located across the street. During off-peak times, reservations for up to 4 of the 8 treatment rooms will be available for booking by local residents. No changes are proposed for the existing residence with two parking spaces in the northwest corner of the property. Figure 2 presents the Project site plan. Access to the site is proposed via one existing driveway on the west side of N Ventura Street and one existing driveway on the south side of W Matilija Street.

It is noted that the spa was accounted for within the Institute of Transportation Engineers (ITE) Parking Generation Manual[1] Hotel rates that were used in the Hotel El Roblar's parking study conducted by Stantec[2]. Therefore, the Project proposes to use the Hotel's parking supply but will also provide 8 parking spaces on-site.

PROJECT TRIP GENERATION

Trip generation estimates were developed for the Project using trip rates contained in the ITE Trip Generation Manual.[3] The rates for Health/Fitness Club (Land Use Code #492) were used for the Project. It is noted that the AM peak hour is the peak 1-hour during the AM peak commuter period (7:00-9:00 AM) and the PM peak hour is the peak 1-hour during the PM peak commuter period (4:00-6:00 PM).

Given that the spa would be operated in conjunction with the Hotel El Roblar, there will be a large component of internal efficiency between the two land uses. "Internal Capture" trips include trip interactions between the guests at the hotel and the proposed spa. The analysis assumes 70% of the trips to the proposed spa would be from guests staying at the Hotel El Roblar. Table 1 presents a summary of the trip generation estimates with the internal factors for the Proposed Project (detailed trip generation worksheet attached).

Table 1
Project Trip Generation

Land Use	Size	Trip Generation					
		ADT		AM Peak Hour		PM Peak Hour	
		Rate	Trips	Rate	Trips (In/Out)	Rate	Trips (In/Out)
Spa (a)	8,449 SF	34.50	291	1.31	11 (6/5)	3.45	29 (17/12)
Internal Trips (70%)			**204**		**8 (4/4)**		**20 (12/8)**
Total with Internal Reductions			**87**		**3 (2/1)**		**9 (5/4)**

(a) Trip generation based on ITE rates for Health/Fitness Club (ITE #492). ADT assumes 10% PHF of PM peak hour. Analysis assumes 70% of the customers would be guests staying at the Hotel El Roblar.

The data presented in Table 1 show that the Project is forecast to generate 87 average daily trips (ADT), 3 AM peak hour trips (PHT) and 9 PM PHT. It is noted that 204 ADT, 8 AM PHT and 20 PM PHT would be internal trips between the guests at the hotel.

[1] Parking Generation Manual, Institute of Transportation Engineers, 5th Edition, 2019.
[2] Revised Parking Study, Stantec, March 24, 2022.
[3] Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021.

Previous Land Use

As noted previously, the Project would occur on the site of, and within, an existing office building. Over time the building has been used by the Ojai Chamber of Commerce, City of Ojai Courts and Police Station, and private educational/institutional uses by World University. The office building has been vacant, thus no credits were applied for the Project trip generation. It is noted that if the office building was not vacant, it would generate more trips than the proposed Project as shown in Table 2 below. Table 2 presents a comparison of the trip generation estimates between the Project and the previous office building.

Table 2
Project Trip Generation Comparison

Land Use	Size	Internal Factor	Trip Generation					
			ADT		AM Peak Hour		PM Peak Hour	
			Rate	Trips	Rate	Trips (In/Out)	Rate	Trips (In/Out)
Proposed								
Spa (a)	8,449 SF	0.30	34.50	87	1.31	3 (2/1)	3.45	9 (5/4)
Previous								
Office (b)	8,449 SF	1.00	14.39	122	1.67	14 (11/3)	2.16	18 (6/12)
Net Total				**-35**		**-11 (-9/-2)**		**-9 (-1/-8)**

(a) Trip generation based on ITE rates for Health/Fitness Club (ITE #492). ADT assumes 10% PHF of PM peak hour. Analysis assumes 70% of the customers would be guests staying at the Hotel El Roblar.
(b) Trip generation based on ITE rates for Small Office Building (ITE #712).

The data presented in Table 2 show that the Project is forecast to generate 35 less ADT, 11 less AM PHT and 9 less PM PHT compared to the previous office building, which previously consisted of the Ojai Chamber of Commerce, City of Ojai Courts and Police Station, and private educational/institutional uses by World University.

PROJECT TRIP DISTRIBUTION

A trip distribution model was developed for the Project based on existing traffic patterns observed in the study area, consideration of the land uses in the surrounding area and the anticipated origins/destinations of Project-generated traffic. It is assumed that the majority of the trips would be locally oriented within the Ojai area. Table 3 shows the trip distribution percentages and Figure 3 shows the trip distribution pattern and the assignment of Project traffic on the Ojai street network.

Table 3
Project Trip Distribution

Origin/Destination	Direction	Percentage
Local Traffic (a)	N/A	80%
SR 150 East to Santa Paula	East	5%
SR 33 North to Meiners Oaks	North	5%
SR 150 West to Carpinteria	West	5%
SR 33 South to Ventura	South	5%
Totals		**100%**

(a) Local area between Foothill Boulevard and Gridley Road.

TRANSPORTATION POLICIES

The City of Ojai and the County of Ventura have developed separate transportation consistency policies to evaluate traffic effects to roadways and intersections within the Ojai Valley area. The Project's consistency within the policies adopted by each of these jurisdictions are therefore analyzed separately.

City of Ojai Circulation Element Policies

The City of Ojai Circulation Element Policies CIR-1 and CIR-2 establish the City's roadway and intersection consistency standards as follows:

CIR-1 The minimum acceptable LOS along State Highways 33 and 150 would be LOS D, except for any segments or intersection operating below LOS D as of the date of adoption of this Circulation Element, in which case, LOS E is considered to be acceptable.

At any intersection, the minimum acceptable LOS shall be C where the minimum acceptable LOS for each intersecting street is also C. In all other cases, the minimum acceptable LOS for an intersection shall be the lower of the acceptable LOS standards for the intersection roadway links.

CIR -2 Limit the intensity of future development to that which can be accommodated on area roadways through creation of a mix of land uses that realistically balances (1) community growth potential, (2) community character, environmental, and neighborhood protection needs, and (3) the desire for improving the performance of the City's roadway system.

Where (1) existing or (2) projected traffic volumes at general plan build out prevent a project from complying with this policy, limit development to the maximum peak hour volume-to-capacity (V/C) ratio increases delineated in Table A, unless a greater increase is required to accommodate the following:

- Construction of a single family dwelling on an existing lot of record.

- An affordable housing project needed to achieve the City's Housing Element objectives for the production of flow and moderate income housing.

Table A
Allowable Project-Related Traffic Increases Where
Roadway and/or Intersection Performance Standards Are or Will Be Exceeded

Existing or Future Link/Intersection LOS	Volume to Capacity (V/C) Ratio	Maximum Peak Hour V/C Increase
C	0.71 - 0.80	0.010
D	0.81 - 0.90	0.0060
E	0.91 - 1.00	0.0030
F	> 1.01	0.0030

City of Ojai Air Quality Element Policies

The Transportation section of the Ojai General Plan Air Quality Element also includes the following Transportation Policy:

Trip Reduction

5. The City shall deny discretionary projects that do not mitigate their peak hour trips on Highway 33 at the Edison Curve through Casitas Springs, except for affordable housing projects.

Ventura County - Ojai Valley Area Plan Policies

The County's updated Ojai Area Plan includes the following policy regarding potential traffic inconsistencies for Project's located within the Ojai area.

OV-22.1 Level of Service (LOS) Standards

For the area covered by this plan, the minimum acceptable Level of Service (LOS) for road segments and intersections within the Regional Road Network and Local Road Network shall be as follows:

a. LOS - 'D' for all County thoroughfares and State highways within the unincorporated area of the County, except as otherwise provided in Subparagraph (b);

b. LOS - 'E' for Highway 33 between the end of the freeway and the City of Ojai;

c. LOS - 'C' for all County maintained local roads; and

d. The LOS prescribed by the City of Ojai's General Plan for all city thoroughfares and city maintained local roads located within that city, if the city has formally adopted policies (similar to this policy, and Policies OJ-22.2 Evaluation of Level of Service (LOS) Impacts based on Land Use Changes and OJ-2.4 to Land Use Regulations and Standards respecting discretionary development in the city that would affect the LOS of County thoroughfares, County-maintained local roads, and State highways within the unincorporated area of the County.

At any intersection between two roads, each of which has prescribed minimum acceptable LOS, the lower LOS of the two shall be the minimum acceptable LOS for that intersection. [Source: Existing Ojai Valley Policy 4.1.2.2]

OV-22.2 Evaluation of Level of Service (LOS) Impacts based on Land Use Changes

The County shall evaluate Area Plan land use designation changes, zone changes, and discretionary development shall be evaluated for individual and cumulative impacts on existing and future roads, with special emphasis on the following:

a. Whether they would cause existing roads within the Regional Road Network or Local Road Network that are currently functioning at an acceptable Level of Service (LOS) to function below an acceptable LOS;

b. Whether they would worsen traffic conditions on existing roads within the Regional Road Network that are currently functioning below an acceptable LOS; and

c. Whether they could cause future roads planned for addition to the Regional Road Network or the Local Road Network to function below an acceptable LOS.

Exceptions to the prohibitions of this policy include the following:

a. Farmworker Housing Complexes, Affordable Housing development per Article 16 of the Non-Coastal Zoning ordinance, and other housing exclusively for lower-income households, where such developments are served by roads that are currently operating at LOS “E” or better.

GENERAL PLAN CONSISTENCY ANALYSIS

City of Ojai

Roadways. The Project's consistency analysis for roadways within the City of Ojai were evaluated based on the Circulation Element policies outlined in CIR-1 and CIR-2. As shown in Table 1, the Project would generate 87 ADT on weekdays. Considering that the majority of Project traffic would be locally oriented, this level of traffic generated would not increase the volume-to-capacity (V/C) ratios on the key roadways by greater than 0.0030. The Project would therefore be consistent with the City's roadway standards.

Intersections. As shown in Table 1, the Project would generate 3 AM PHT and 9 PM PHT on weekdays. Considering that the majority of Project traffic would be locally oriented, this level of traffic generated would not increase the V/C ratios on the key intersections by greater than 0.0030. The Project would therefore be consistent with the City's intersection standards.

SR 33 Air Quality Policy. As shown in Table 1, the Project would generate 3 AM PHT (2 in and 1 out) and 9 PM PHT (5 in and 4 out) on weekdays. As noted previously, the Project would primarily consist of trips from guests staying at the Hotel El Roblar. The remaining trips would primarily be local trips, as shown on Figure 3. The policy analysis for the SR 33 is based on the peak direction of traffic flows, which is southbound in the AM peak hour and northbound in PM peak hour. The traffic generated by the Project was distributed to the regional road network based on the percentages presented in Table 3 and Figure 3. When trip generation results in very low peak hour trips (less than 10), the Project trip distribution will result in fractional trips. Fractional peak hour trips do not occur consistently on a daily basis (Monday through Friday) along a particular route. Trip distribution and assignment assumptions do not assign fractional trips to the regional street system but can assign the probability of one of many likely routes to and from the Ojai Valley to and from the cities of Oxnard, Ventura, Santa Paula, Fillmore, Carpinteria and Santa Barbara. These fractional trips represent the random likelihood that one vehicle trip could take one of many routes to and from the Ojai Valley. Table 4 summarizes the Project trips added to the critical section of SR 33 at the Edison Curve through Casitas Springs.

Table 4
State Route 33 Added Trips

Roadway Segment	Project-Added Traffic		Consistent?
	AM Peak Hour Southbound	PM Peak Hour Northbound	
State Route 33 s/o Ojai	0.05 Trips	0.25 Trips	Yes

As shown in Table 4, the Project would add less than 1 trip to the critical section of State Route 33 during the AM and PM peak hour periods, which are less than the City's 1-trip threshold, therefore no mitigation for the peak hour trips on SR 33 would be required. The Project is therefore consistent with the City's Air Quality Element transportation policies.

County of Ventura

As shown in Table 1, the Project would generate 3 AM PHT and 9 PM PHT on weekdays. Considering that the majority of Project traffic would be locally oriented, the Project would not add regional peak hour traffic to State Route 33 in the Ventura County and Casitas Springs as shown on Figure 3. The Project would therefore be consistent with the County's Ojai Area Plan policies.

PARKING

As stated previously, the proposed spa was accounted for within the ITE Hotel rates that were used in the attached Hotel El Roblar's Parking Study (Stantec Study) conducted by Stantec. The parking demand analysis within the Stantec study showed that the Hotel El Roblar's parking supply would accommodate the parking demand forecasts. The Project proposes to use the Hotel El Roblar's parking supply but will also provide 8 parking spaces on-site, therefore the Project's parking supply is adequate.

VEHICLE MILES TRAVELED ANALYSIS

The State of California, in compliance with Senate Bill 743, has developed a new set of CEQA guidelines and thresholds for transportation impacts that are based on a Vehicle Miles Traveled (VMT) metric rather than a Level of Service (LOS) metric. The State's Natural Resource Agency Updated Guidelines for the Implementation of the CEQA adopted in 2018, have designated VMT as the most appropriate measure of transportation impacts. "Vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. For land use projects, vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact.

The City of Ojai has not yet developed VMT criteria and thresholds for evaluating potential VMT impacts. Therefore, the VMT thresholds adopted by the State were used for the evaluation, as discussed below.

CEQA Guidelines. The California Governor's Office of Planning and Research (OPR) published a technical advisory that includes recommendations regarding assessment of VMT, thresholds of significance, and mitigation measures.[4]

4 Technical Advisory on Evaluation Transportation Impacts in CEQA, Governor's Office of Planning and Research, December 2018.

The OPR Technical Advisory also provides VMT screening criteria for small projects:

> *Screening Threshold for Small Projects*
>
> Many local agencies have developed screening thresholds to indicate when detailed analysis is needed. Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than significant transportation impact."

As shown in Table 1, the Project is forecast to generate 87 ADT. The Project would therefore have a less-than-significant VMT impact based on the CEQA guidelines (Project would generate less traffic than the 110 ADT screening impact threshold for small projects).

This concludes ATE's updated traffic, parking, and VMT analysis for the 107 N Ventura Street Project.

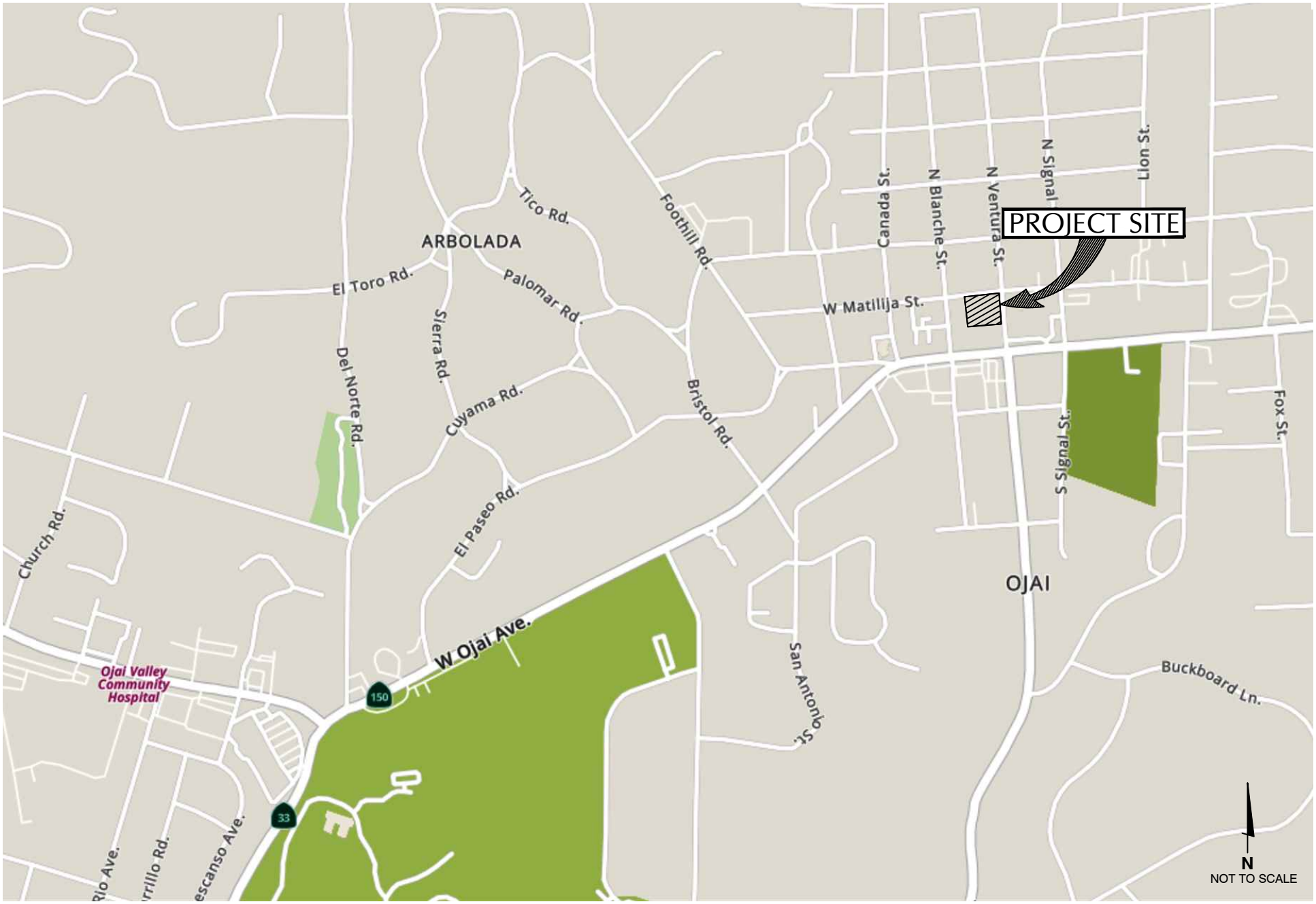
Associated Transportation Engineers



Scott A. Schell
Principal Transportation Planner

SAS/GOM

Attachments



Associated Transportation Engineers

PROJECT SITE LOCATION

FIGURE 1

AB - ATE#24012



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ENGINEERS

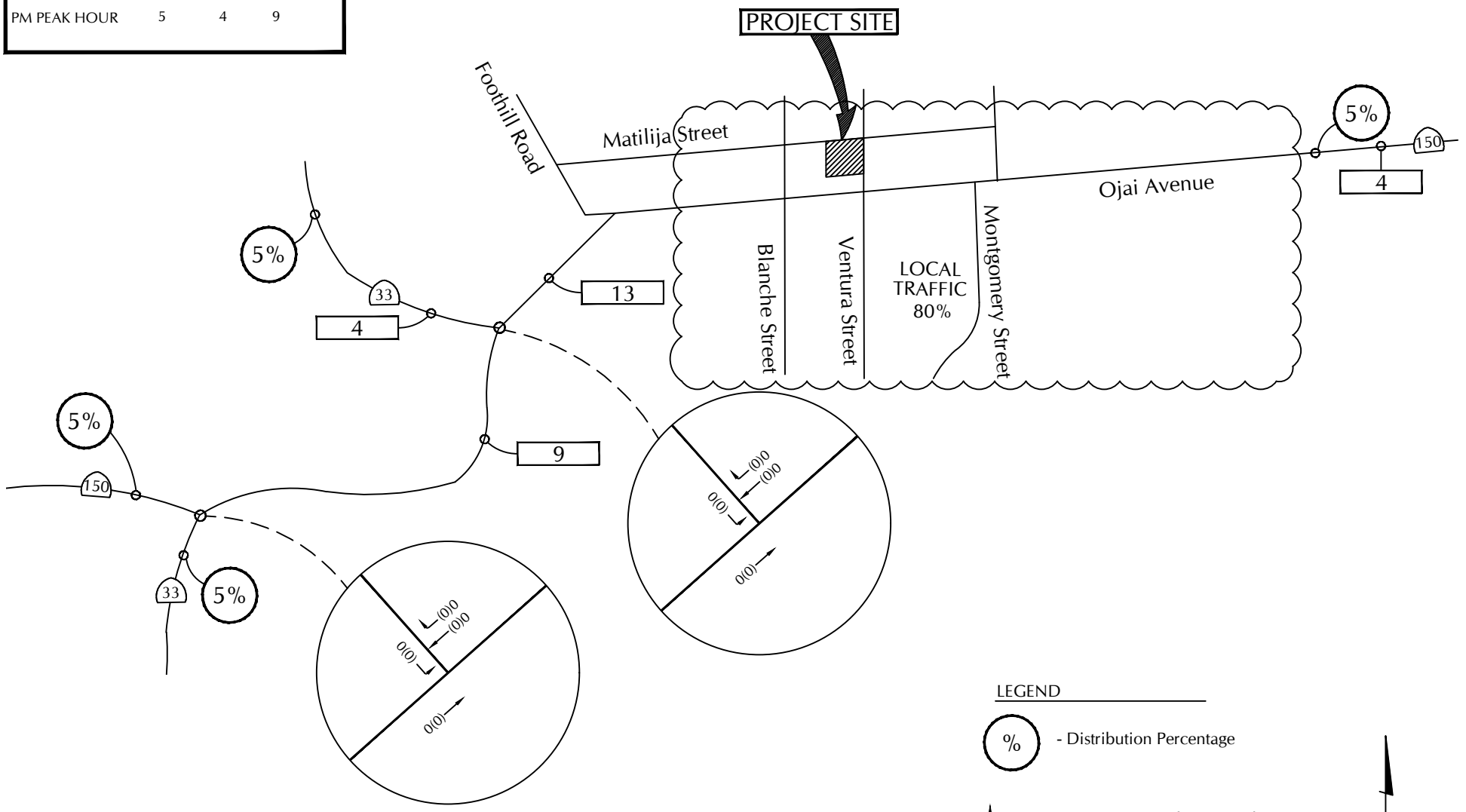
PROJECT SITE PLAN

FIGURE 2

AB - ATE#24012

PROJECT TRIP GENERATION

	IN	OUT	TOTAL
ADT			87
AM PEAK HOUR	2	1	3
PM PEAK HOUR	5	4	9



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PROJECT TRIP DISTRIBUTION AND ASSIGNMENT

FIGURE 3

AB - ATE#24012

Associated Transportation Engineers #24012
Trip Generation Worksheet

107 N VENTURA STREET PROJECT - 70% INTERNAL TRIP FACTOR

Use	Size	Internal-Trip Factor	ADT		AM PEAK HOUR						PM PEAK HOUR					
			Rate	Trips	Rate	Trips	In %	Trips	Out %	Trips	Rate	Trips	In %	Trips	Out %	Trips
PROPOSED																
Spa (a)	8,449 SF	0.30	34.50	87	1.31	3	51%	2	49%	1	3.45	9	57%	5	43%	4
Totals				**87**		**3**		**2**		**1**		**9**		**5**		**4**

(a) Trip generation based on ITE rates for Health/Fitness Club (ITE #492). ADT assumes 10% PHF of PM peak hour. Analysis assumes 70% of the customers would be guests staying at the Hotel El Roblar.

Stantec

Stantec Consulting Services Inc.
111 E. Victoria Street, Santa Barbara CA 93101

March 24, 2022
File: 2042605003

Attention: Ramin Shamshiri
El Roblar Investment LLC
via email: ramin@studioshamshiri.com

Subject: Revised Parking Study for the Hotel El Roblar, City of Ojai, CA

Dear Mr. Shamshiri,

Stantec has prepared the following revised parking study for subject project. The parking study outlines the operational statistics of the hotel and evaluates if the proposed parking supply accommodates the anticipated parking demand.

PROJECT DESCRIPTION

The hotel is located at 122 East Ojai Avenue in the City of Ojai. The existing hotel was operated as a hotel and spa until the end of 2018 with 46 rooms that were designated guest rooms, and three rooms that were converted to facilitate other services (i.e. spa treatment). The existing guest and spa rooms are considered as entitled uses for the purposes of analysis or policy consistency, and that remodel to revert the spa rooms back to guest rooms would not generate parking demands over the historical allowance. The hotel permit history indicates that the hotel also accommodated a music/dance room (Flamingo Room), a restaurant and bar area, pool area, and beauty shop. The permit history does not provide specific data regarding capacity of the above historical hotel uses.

The proposed project involves the redevelopment of the existing vacant hotel site to provide 39 hotel rooms and 11 suites (total of 50 rooms), restaurant, bar and event space. There will be two food service areas: an all-day venue near the pool open to hotel guests only, and a restaurant with 66 seats open to registered hotel guests and the general public. The event space will have an indoor capacity of 150 seats and an outdoor pre-function (cocktail hour or event check-in) capacity of 42 seats. Private events may be attended by visitors, however only registered hotel guests will be able to reserve event space.

As illustrated in the attached Exhibit A, parking for the hotel is proposed via on-site parking areas and two off-site parking lots, of which one parking lot is located on N. Ventura Street directly across the hotel and one parking lot is located at 209-211 W. Ojai Avenue. The hotel site plan (Exhibit B) indicates that a total of 40 parking spaces will be provided on-site. These consist of 31 tandem spaces on the hotel parking lot and 9 spaces short-term on-site parking spaces "Porte Cochere Parking". All on-site spaces will be managed by hotel staff.

A total of 18 hotel managed tandem parking spaces will be made available at 202 N. Ventura Street (currently a vacant lot owned by applicant) which is located directly across from the hotel. In addition, the hotel will provide an off-site, self-parking lot located at 209-211 W. Ojai Avenue designated for hotel employees. The parking lot at 209-211 W. Ojai Avenue would provide the capacity of 51 parking spaces, however, will only be utilizing 15 spaces.

The combined parking supply on the hotel site and both off-site parking areas will be 73 total parking spaces for all day use. As part of the hotel redevelopment, an anticipated nine (9) on-street parking spaces will be reestablished on N. Ventura Street; eight (8) parallel parking spaces on the south side along the hotel's frontage and one (1) space on the north side.

PARKING ANALYSIS

Parking Requirement

Parking requirement calculations are based on the operational information provided by the applicant. The calculations do not incorporate the hotel's permit history that shows a legal-non-conforming status, which is discussed in a subsequent section of this parking analysis. The City of Ojai parking requirement for hotels (Municipal Code Section 10-2.1405) is as follows:

- 1 space for each living/sleeping unit, plus 1 space for each 5 units, plus 1 space for the manager, plus additional spaces, as determined by the Director, for ancillary uses.

Based on this requirement, the existing hotel would need to provide 61 spaces for the proposed capacity of 50 guest rooms. Additional parking requirements associated with public use of restaurant and event space are correlated to anticipated use and seating capacity, as discussed below.

Restaurant. The restaurant has a capacity of 66 seats for dinner and has a size of 1,357 square feet (SF). Dinner will be prioritized for guests with a portion of seats available for visitors. Assuming a reasonable worst-case restaurant use of 50% hotel guests and 50% visitors, a total of 33 seats could be occupied by non-hotel guests. The City's parking requirement is as follows:

- 1 space for each 2.5 seats or 1 space for each 100 square feet, whichever is greater.

The parking requirement would be 14 spaces for 33 seats, or 7 spaces for half of the restaurant floor area (half of 1,357 SF = 679 SF).

Events. The event space has a capacity of 150 attendees. The following parking demand calculation outlines a reasonable worst-case requirement for event space use with 150 attendees.

- Operational information provided by the applicant indicates that priority would be given to full hotel booking associated with an event. A maximum attendance event (150 persons) would be attended a majority of hotel guests.
- Assuming that 75% of hotel guest capacity are associated with a maximum attendance event, hotel guest attendance would be approximately 92 persons (39 rooms x 2 guests x 75% = 59 guests + 11 suites x 4 guests x 0.75 = 33 guests).
- The maximum number of visitor event attendees would be 58 persons (150-person capacity minus 92 hotel guest attendees).
- The average vehicle occupancy (AVO) for visitor event attendees is 2.5 persons per vehicle.

Based on these assumptions, the parking requirement associated with visitor event attendees would be 23 spaces (58 persons with an AVO of 2.5 persons a vehicle).

Table 1 summarizes the combined parking requirement for the proposed hotel per City parking code.

Table 1
Parking Requirement

Component	Rooms	Spaces Required
Hotel	50 rooms	61 spaces
Restaurant	66 seats	14 spaces
Event Space	150 seats	23 spaces
Total		**98 spaces**

As shown, the combined parking requirement for hotel use and a private event during weekdays would be 98 spaces. The applicant proposes to provide 73 parking spaces for all day use. The proposed parking supply would be 25 spaces less than the parking requirement.

It was noted previously as part of the hotel redevelopment, an anticipated nine (9) on-street parking spaces will be reestablished on N. Ventura Street; eight (8) parallel parking spaces on the south side along the hotel's frontage and one (1) space on the north side.

Legal-non-conforming status. As noted in the *Draft Zoning Consultation (Stantec, March 29, 2021),* the hotel was built prior to modern zoning and there is record in the permit history of the hotel having a shortage of 34 parking stalls as of 1972. The City may recognize the parking shortage as part of the legal-non-conforming status of the hotel. The permit history does not provide specific data with respect to

historical use and capacity of the previous ancillary uses (music/dance room, restaurant and bar area, pool area, and beauty shop).

Parking Demand

A parking demand calculation was completed for the hotel based on peak parking demand rates contained in the *ITE Parking Generation Manual*[1], which is commonly used to determine parking demands for proposed developments.

The proposed hotel would conform to the description provided in the *ITE Parking Generation Manual - Hotel (Land Use #310)*: "A hotel is a place of lodging that provides sleeping accommodations and supporting facilities such as restaurants, cocktail lounges, meeting and banquet rooms or convention facilities, limited recreational facilities (pool, fitness room), and/or other retail and service shops."

Parking demands for the proposed hotel were calculated based on rates provided in ITE's Parking Generation Manual assuming full occupancy of the hotel.

Table 2
Peak Parking Demand – ITE Parking Generation Manual

Day	Occupied Rooms	85th Percentile Demand	Spaces Required	Spaces Provided [1]	Vacant Spaces	Percent Occupied
Weekday (Monday – Friday)	50 rooms	1.03 space/room	52 spaces	88 spaces	36 spaces	59%
Saturday	50 rooms	1.55 space/room	78 spaces	88 spaces	10 spaces	89%

[1] 88 spaces during business hours (138 spaces outside business hours and on weekends).

As shown, the proposed parking supply of 78 spaces at all times is expected to accommodate the weekday parking demand of 52 spaces and weekend parking demand of 78 spaces based on the 85th percentile demand rates provided in the ITE Parking Generation Manual.

SUMMARY

The proposed project involves the redevelopment of the existing vacant hotel site to provide 39 hotel rooms and 11 suites (total of 50 rooms), restaurant, bar and event space. There will be two food service areas: an all-day venue near the pool open to hotel guests only, and a restaurant with 66 seats open to registered hotel guests and the general public. The event space will have an indoor capacity of 150 seats and an

[1] Parking Generation Manual, Institute of Transportation Engineers, 5th Edition, 2019.

outdoor pre-function (cocktail hour or event check-in) capacity of 42 seats. Private events may be attended by visitors, however only registered hotel guests will be able to reserve event space.

Parking for the hotel is proposed via on-site parking areas and two off-site parking lots, of which one parking lot is located on N. Ventura Street directly across the hotel and one parking lot is located at 209-211 W. Ojai Avenue. The hotel site plan (Exhibit B) indicates that a total of 40 parking spaces will be provided on-site. These consist of 31 tandem spaces on the hotel parking lot and 9 spaces short-term on-site parking spaces "Porte Cochere Parking". All on-site spaces will be managed by hotel staff.

A total of 18 hotel managed tandem parking spaces will be made available at 202 N. Ventura (currently a vacant lot owned by applicant) which is located directly across from the hotel. In addition, the hotel will provide an off-site, self-parking lot located at 209-211 W. Ojai Avenue designated for hotel employees. The parking lot at 209-211 W. Ojai Avenue would provide the capacity of 51 parking spaces, however, will only be utilizing 15 spaces. The combined parking supply on the hotel site and both off-site parking areas will be 73 total parking spaces for all day use.

The parking requirement calculation based on City parking code and project statistics for restaurant and event space use indicated that the parking requirement would be 98 spaces. The proposed parking supply of 73 total parking spaces for all day use would be 25 spaces less than the parking requirement.

It was noted that the hotel was built prior to modern zoning and there is record in the permit history of the hotel having a shortage of 34 parking stalls as of 1972. The City may recognize the parking shortage as part of the legal-non-conforming status of the hotel. The hotel appears to have provided similar services as currently proposed, however the permit history does not provide specific data with respect to historical use and capacity of the previous ancillary uses.

A parking demand calculation was completed based on peak parking demand rates contained in the *ITE Parking Generation Manual* for *Hotel (Land Use #310)*. The calculation indicates that the proposed parking supply of 75 spaces would accommodate the weekday parking demand of 52 spaces and is five (5) spaces less than weekend parking demand of 78 spaces based on the 85th percentile demand rates provided in the ITE Parking Generation Manual. The applicant is willing to pay an in-lieu fee for five (5) spaces to satisfy the calculated parking demand of 78 total spaces.

This concludes our revised parking study for the Hotel El Roblar, City of Ojai, CA

Sincerely,

STANTEC CONSULTING SERVICES INC.

Dennis Lammers, PTP
Senior Transportation Planner

Attachment: Exhibits A and B

ASSOCIATED TRANSPORTATION ENGINEERS

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Since 1978

Richard L. Pool, P.E.
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July 26, 2024 24012L01

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TRAFFIC, PARKING AND VMT ANALYSIS
FOR THE 107 N VENTURA STREET PROJECT - CITY OF OJAI

Associated Transportation Engineers (ATE) is submitting the following traffic, parking and VMT analysis for the 107 N Ventura Street Project (the "Project"), located in the City of Ojai. The analysis quantifies the number of average daily and peak hour trips associated with the Project and evaluates the Project's consistency with the General Plan transportation policies adopted by the City of Ojai and the County of Ventura. The analysis would also evaluate parking requirements for the Project. An analysis of Vehicle Miles Traveled (VMT) is also provided to evaluate potential CEQA transportation impacts.

PROJECT DESCRIPTION

The Project site is located at 107 N Ventura Street in the City of Ojai. Figure 1 (attached) illustrates the Project site location in Ojai. The Project is proposing to redevelop the existing 8,449 SF commercial office building located on-site to provide a spa operated in conjunction with the Hotel El Roblar. The spa will provide services to registered overnight guests of the Hotel El Roblar, which is located across the street. During off-peak times, reservations for up to 4 of the 8 treatment rooms will be available for booking by local residents. No changes are proposed for the existing residence with two parking spaces in the northwest corner of the property. Figure 2 presents the Project site plan. Access to the site is proposed via one existing driveway on the west side of N Ventura Street and one existing driveway on the south side of W Matilija Street.

It is noted that the spa was accounted for within the Institute of Transportation Engineers (ITE) Parking Generation Manual[1] Hotel rates that were used in the Hotel El Roblar's parking study conducted by Stantec[2]. Therefore, the Project proposes to use the Hotel's parking supply but will also provide 8 parking spaces on-site.

[1] Parking Generation Manual, Institute of Transportation Engineers, 5th Edition, 2019.
[2] Revised Parking Study, Stantec, March 24, 2022.

PROJECT TRIP GENERATION

Trip generation estimates were developed for the Project using trip rates contained in the ITE Trip Generation Manual.[3] The rates for Health/Fitness Club (Land Use Code #492) were used for the Project.

Given that the spa would be operated in conjunction with the Hotel El Roblar, there will be a large component of internal efficiency between the two land uses. "Internal Capture" trips include trip interactions between the guests at the hotel and the proposed spa. The analysis assumes 70% of the trips to the proposed spa would be from guests staying at the Hotel El Roblar. Table 1 presents a summary of the trip generation estimates with the internal factors for the Proposed Project (detailed trip generation worksheet attached).

Table 1
Project Trip Generation

Land Use	Size	Internal Factor	Trip Generation					
			ADT		AM Peak Hour		PM Peak Hour	
			Rate	Trips	Rate	Trips (In/Out)	Rate	Trips (In/Out)
Spa (a)	8,449 SF	0.30	34.50	87	1.31	3 (2/1)	3.45	9 (5/4)

(a) Trip generation based on ITE rates for Health/Fitness Club (ITE #492). ADT assumes 10% PHF of PM peak hour. Analysis assumes 70% of the customers would be guests staying at the Hotel El Roblar.

The data presented in Table 1 show that the Project is forecast to generate 87 average daily trips (ADT), 3 AM peak hour trips (PHT) and 9 PM PHT.

Previous Land Use

As noted previously, the Project would occur on the site of, and within, an existing office building. Over time the building has been used by the Ojai Chamber of Commerce, City of Ojai Courts and Police Station, and private educational/institutional uses by World University. The office building has been vacant, thus no credits were applied for the Project trip generation. It is noted that if the office building was not vacant, it would generate more trips than the proposed Project as shown in Table 2 below. Table 2 presents a comparison of the trip generation estimates between the Project and the previous office building.

[3] Trip Generation, Institute of Transportation Engineers, 11th Edition, 2021.

Table 2
Project Trip Generation Comparison

Land Use	Size	Internal Factor	Trip Generation					
			ADT		AM Peak Hour		PM Peak Hour	
			Rate	Trips	Rate	Trips (In/Out)	Rate	Trips (In/Out)
Proposed								
Spa (a)	8,449 SF	0.30	34.50	87	1.31	3 (2/1)	3.45	9 (5/4)
Previous								
Office (b)	8,449 SF	1.00	14.39	122	1.67	14 (11/3)	2.16	18 (6/12)
Net Total				**-35**		**-11 (-9/-2)**		**-9 (-1/-8)**

(a) Trip generation based on ITE rates for Health/Fitness Club (ITE #492). ADT assumes 10% PHF of PM peak hour. Analysis assumes 70% of the customers would be guests staying at the Hotel El Roblar.
(b) Trip generation based on ITE rates for Small Office Building (ITE #712).

The data presented in Table 2 show that the Project is forecast to generate 35 less ADT, 11 less AM PHT and 9 less PM PHT compared to the previous office building, which previously consisted of the Ojai Chamber of Commerce, City of Ojai Courts and Police Station, and private educational/institutional uses by World University.

TRANSPORTATION POLICIES

The City of Ojai and the County of Ventura have developed separate transportation consistency policies to evaluate traffic affects to roadways and intersections within the Ojai Valley area. The Project's consistency within the policies adopted by each of these jurisdictions are therefore analyzed separately.

City of Ojai Circulation Element Policies

The City of Ojai Circulation Element Policies CIR-1 and CIR-2 establish the City's roadway and intersection consistency standards as follows:

CIR-1 The minimum acceptable LOS along State Highways 33 and 150 would be LOS D, except for any segments or intersection operating below LOS D as of the date of adoption of this Circulation Element, in which case, LOS E is considered to be acceptable.

At any intersection, the minimum acceptable LOS shall be C where the minimum acceptable LOS for each intersecting street is also C. In all other cases, the minimum acceptable LOS for an intersection shall be the lower of the acceptable LOS standards for the intersection roadway links.

CIR -2 Limit the intensity of future development to that which can be accommodated on area roadways through creation of a mix of land uses that realistically balances (1) community growth potential, (2) community character, environmental, and neighborhood protection needs, and (3) the desire for improving the performance of the City's roadway system.

Where (1) existing or (2) projected traffic volumes at general plan build out prevent a project from complying with this policy, limit development to the maximum peak hour volume-to-capacity (V/C) ratio increases delineated in Table A, unless a greater increase is required to accommodate the following:

- Construction of a single family dwelling on an existing lot of record.
- An affordable housing project needed to achieve the City's Housing Element objectives for the production of flow and moderate income housing.

Table A
Allowable Project-Related Traffic Increases Where
Roadway and/or Intersection Performance Standards Are or Will Be Exceeded

Existing or Future Link/Intersection LOS	Volume to Capacity (V/C) Ratio	Maximum Peak Hour V/C Increase
C	0.71 - 0.80	0.010
D	0.81 - 0.90	0.0060
E	0.91 - 1.00	0.0030
F	> 1.01	0.0030

City of Ojai Air Quality Element Policies

The Transportation section of the Ojai General Plan Air Quality Element also includes the following Transportation Policy:

Trip Reduction

5. The City shall deny discretionary projects that do not mitigate their peak hour trips on Highway 33 at the Edison Curve through Casitas Springs, except for affordable housing projects.

Ventura County - Ojai Valley Area Plan Policies

The County's updated Ojai Area Plan includes the following policy regarding potential traffic inconsistencies for Project's located within the Ojai area.

OV-22.1 Level of Service (LOS) Standards

For the area covered by this plan, the minimum acceptable Level of Service (LOS) for road segments and intersections within the Regional Road Network and Local Road Network shall be as follows:

a. LOS - 'D' for all County thoroughfares and State highways within the unincorporated area of the County, except as otherwise provided in Subparagraph (b);

b. LOS - 'E' for Highway 33 between the end of the freeway and the City of Ojai;

c. LOS - 'C' for all County maintained local roads; and

d. The LOS prescribed by the City of Ojai's General Plan for all city thoroughfares and city maintained local roads located within that city, if the city has formally adopted policies (similar to this policy, and Policies OJ-22.2 Evaluation of Level of Service (LOS) Impacts based on Land Use Changes and OJ-2.4 to Land Use Regulations and Standards respecting discretionary development in the city that would affect the LOS of County thoroughfares, County-maintained local roads, and State highways within the unincorporated area of the County.

At any intersection between two roads, each of which has prescribed minimum acceptable LOS, the lower LOS of the two shall be the minimum acceptable LOS for that intersection. [Source: Existing Ojai Valley Policy 4.1.2.2]

OV-22.2 Evaluation of Level of Service (LOS) Impacts based on Land Use Changes

The County shall evaluate Area Plan land use designation changes, zone changes, and discretionary development shall be evaluated for individual and cumulative impacts on existing and future roads, with special emphasis on the following:

a. Whether they would cause existing roads within the Regional Road Network or Local Road Network that are currently functioning at an acceptable Level of Service (LOS) to function below an acceptable LOS;

b. Whether they would worsen traffic conditions on existing roads within the Regional Road Network that are currently functioning below an acceptable LOS; and

c. Whether they could cause future roads planned for addition to the Regional Road Network or the Local Road Network to function below an acceptable LOS.

Exceptions to the prohibitions of this policy include the following:

a. Farmworker Housing Complexes, Affordable Housing development per Article 16 of the Non-Coastal Zoning ordinance, and other housing exclusively for lower-income households, where such developments are served by roads that are currently operating at LOS “E” or better.

GENERAL PLAN CONSISTENCY ANALYSIS

City of Ojai

Roadways. The Project's consistency analysis for roadways within the City of Ojai were evaluated based on the Circulation Element policies outlined in CIR-1 and CIR-2. As shown in Table 1, the Project would generate 87 ADT on weekdays. Considering that the majority of Project traffic would be locally oriented, this level of traffic generated would not increase the volume-to-capacity (V/C) ratios on the key roadways by greater than 0.0030. The Project would therefore be consistent with the City's roadway standards.

Intersections. As shown in Table 1, the Project would generate 3 AM PHT and 9 PM PHT on weekdays. Considering that the majority of Project traffic would be locally oriented, this level of traffic generated would not increase the V/C ratios on the key intersections by greater than 0.0030. The Project would therefore be consistent with the City's intersection standards.

SR 33 Air Quality Policy. As shown in Table 1, the Project would generate 3 AM PHT and 9 PM PHT on weekdays. Considering that the majority of Project traffic would be locally oriented, the Project would not add regional peak hour traffic to State Route 33 at the Edison Curve through Casitas Springs. The Project would therefore be consistent with the City's Air Quality Element transportation policies.

County of Ventura

As shown in Table 1, the Project would generate 3 AM PHT and 9 PM PHT on weekdays. Considering that the majority of Project traffic would be locally oriented, the Project would not add regional peak hour traffic to State Route 33 in the Ventura County and Casitas Springs. The Project would therefore be consistent with the County's Ojai Area Plan policies.

PARKING

As stated previously, the proposed spa was accounted for within the ITE Hotel rates that were used in the Hotel El Roblar's Parking Study (Stantec Study) conducted by Stantec. The parking demand analysis within the Stantec study showed that the Hotel El Roblar's parking supply would accommodate the parking demand forecasts. The Project proposes to use the Hotel El Roblar's parking supply but will also provide 8 parking spaces on-site, therefore the Project's parking supply is adequate.

VEHICLE MILES TRAVELED ANALYSIS

The State of California, in compliance with Senate Bill 743, has developed a new set of CEQA guidelines and thresholds for transportation impacts that are based on a Vehicle Miles Traveled (VMT) metric rather than a Level of Service (LOS) metric. The State's Natural Resource Agency Updated Guidelines for the Implementation of the CEQA adopted in 2018, have designated VMT as the most appropriate measure of transportation impacts. "Vehicle miles traveled" refers to the amount and distance of automobile travel attributable to a project. Other relevant considerations may include the effects of the project on transit and non-motorized travel. For land use projects, vehicle miles traveled exceeding an applicable threshold of significance may indicate a significant impact.

The City of Ojai has not yet developed VMT criteria and thresholds for evaluating potential VMT impacts. Therefore, the VMT thresholds adopted by the State were used for the evaluation, as discussed below.

CEQA Guidelines. The California Governor's Office of Planning and Research (OPR) published a technical advisory that includes recommendations regarding assessment of VMT, thresholds of significance, and mitigation measures.[4]

The OPR Technical Advisory also provides VMT screening criteria for small projects:

> *Screening Threshold for Small Projects*
>
> Many local agencies have developed screening thresholds to indicate when detailed analysis is needed. Absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 trips per day generally may be assumed to cause a less-than significant transportation impact."

As shown in Table 1, the Project is forecast to generate 87 ADT. The Project would therefore have a less-than-significant VMT impact based on the CEQA guidelines (Project would generate less traffic than the 110 ADT screening impact threshold for small projects).

4 Technical Advisory on Evaluation Transportation Impacts in CEQA, Governor's Office of Planning and Research, December 2018.

This concludes ATE's traffic, parking, and VMT analysis for the 107 N Ventura Street Project.

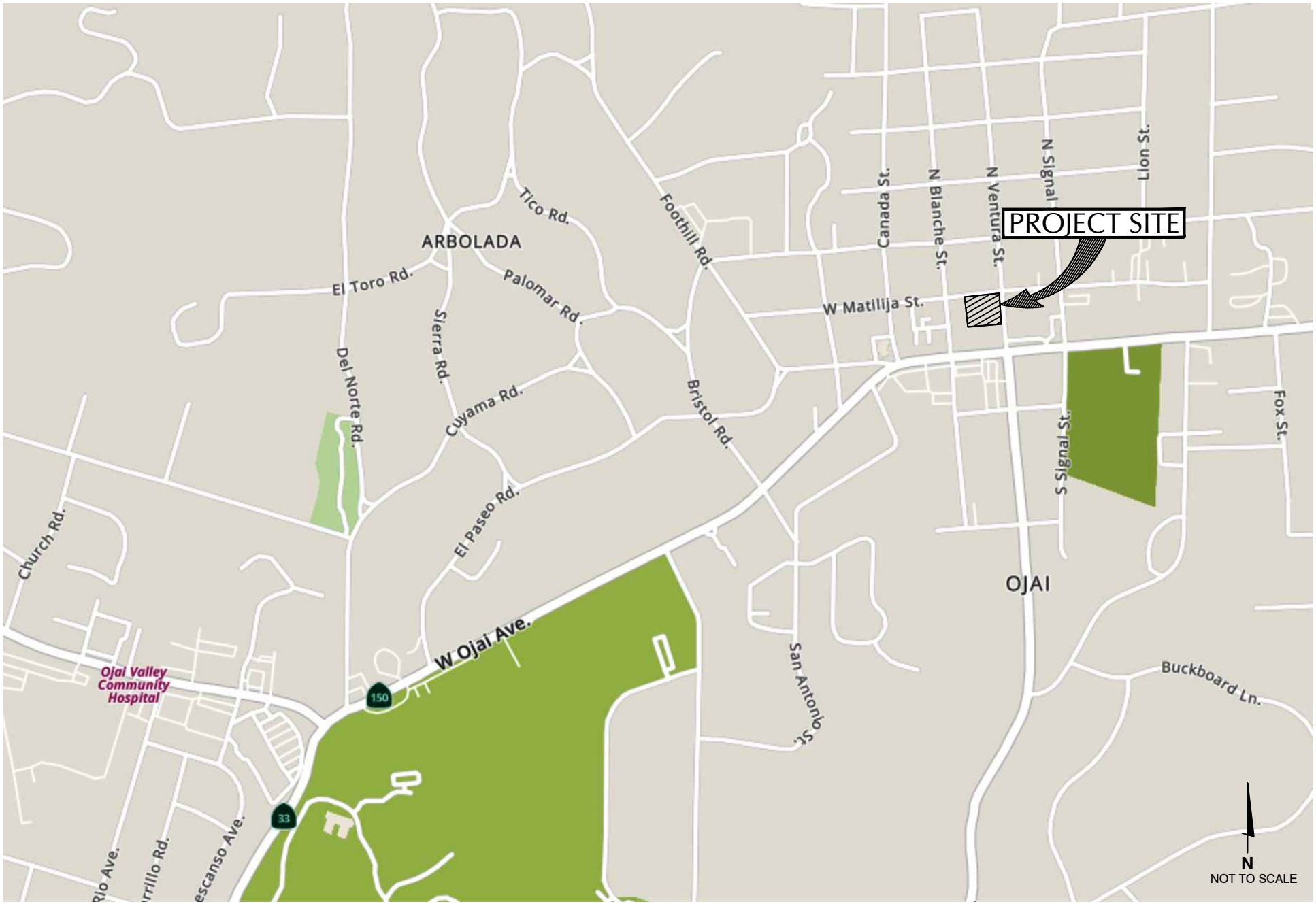
Associated Transportation Engineers



Scott A. Schell
Principal Transportation Planner

SAS/GOM

Attachments



ASSOCIATED TRANSPORTATION ENGINEERS

PROJECT SITE LOCATION

FIGURE 1

AB - ATE#24012



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ENGINEERS

PROJECT SITE PLAN

FIGURE 2

AB - ATE#24012

Associated Transportation Engineers #24012
Trip Generation Worksheet

107 N VENTURA STREET PROJECT - 70% INTERNAL TRIP FACTOR

Use	Size	Internal-Trip Factor	ADT		AM PEAK HOUR						PM PEAK HOUR					
			Rate	Trips	Rate	Trips	In %	Trips	Out %	Trips	Rate	Trips	In %	Trips	Out %	Trips
PROPOSED																
Spa (a)	8,449 SF	0.30	34.50	87	1.31	3	51%	2	49%	1	3.45	9	57%	5	43%	4
Totals				**87**		**3**		**2**		**1**		**9**		**5**		**4**

(a) Trip generation based on ITE rates for Health/Fitness Club (ITE #492). ADT assumes 10% PHF of PM peak hour. Analysis assumes 70% of the customers would be guests staying at the Hotel El Roblar.



107 N. Ventura Street
Ojai, California 93023

Historic Resources Report

Prepared for:

City of Ojai, Community Development Department

Prepared by:

Architectural Resources Group

April 2, 2025

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1. Executive Summary

1.1. Introduction

Architectural Resources Group (ARG) has prepared this Historic Resources Report (HRR) related to the proposed development project ("the Project") at 107 N. Ventura Street, in the City of Ojai. The Project Site comprises two adjacent rectangular parcels (APNs 021010604 and 021010603) at the southwest corner of N. Ventura and W. Matilija streets. The Site is developed with two buildings:

- A one-story institutional building located at 107 N. Ventura Street, which comprises the eastern parcel and a portion of the western parcel (completed 1951; formerly World University of America or World University, 1976-2017)
- A one-story single-family residence, which is located at the northwest corner of the western parcel (107 W. Matilija Street; built 1939)

The Project includes the rehabilitation of the former World University building for use as a hotel spa associated with the Hotel El Roblar property, which is located across Ventura Street from the Site, at 122 E. Ojai Avenue. It proposes the replacement of a paved area behind (to the west of) 107 N. Ventura Street with a landscaped courtyard, new interior finishes and fixtures, and minimal exterior changes to the subject building. See *Section 6.3*, for a more detailed description of the Project.

Because the Project is limited to the former World University building and its surrounding hardscape, and no work is being proposed on the residence (107 W. Matilija Street) on the Site, further evaluation of the residence is not included in this report.

The purpose of this report is to fulfill the requirements of the California Environmental Quality Act (CEQA) as they relate to historical resources. CEQA states that "a project that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment."[1] An evaluation of potential impacts under CEQA includes both a determination of whether, and the extent to which, historical resources as defined by CEQA are present on and adjacent to the Site and, if so, the identification of potential impacts to historical resources caused by the Project.

In summary, the subject building at 107 N. Ventura Street appears eligible for listing in the California Register of Historical Resources and as a City of Ojai Landmark. Because its historic period of significance (1976-1992) occurs within the last 50 years, the building does not meet the age threshold for consideration on the National Register of Historic Places at this time. Since the building appears eligible under local and state registration programs, it meets the definition of a historical resource for the purposes of CEQA.[2]

ARG conducted an analysis of the Project and evaluated its potential to impact historical resources. ARG finds that the Project would not cause physical impairment to 107 N. Ventura Street in such a way

[1] California Public Resources Code, Section 21084.1.

[2] California Code of Regulations Section 15064.5(a)(1-3).

that it would no longer be eligible for state or local designation. The building would retain all of its character-defining features and would continue to retain sufficient integrity to convey its significance following the completion of the Project. Furthermore, the building's proposed rehabilitation complies with the *Secretary of the Interior's Standards for Rehabilitation*. Thus, the proposed work would not result in any impacts to historical resources on the Project Site.

Because the Project does not involve the addition of square footage to the subject building, and exterior site improvements are limited to the replacement of a paved parking lot with landscaping at the rear (to the west) of the subject building, which has minimal to no visibility from the public right-of-way, the scale and nature of the proposed improvements would not materially impair the Site's existing setting. Thus, Project's potential area of impact is limited to the Project Site, and the Project would not result in any indirect impacts to historical resources in the vicinity of the Site. For this reason, further evaluation of indirect impacts is not included herein.

1.2. Methodology

Preparation of this report included the following tasks related to research, documentation, and analysis:

- Visited the Site on January 31, 2025, to observe and document the property.
- Reviewed federal and state technical bulletins, local ordinances, and other materials related to the evaluation of historical resources.
- Conducted research related to the history and development of the property.
- Identified applicable historic contexts and themes.
- Evaluated the property against eligibility criteria for listing in the National and California Registers and as an Ojai Landmark.
- Reviewed the Project and evaluated its potential to impact historical resources under CEQA.

Research materials were culled from the following sources: the archives of the Ojai Valley Museum and Museum of Ventura County; the archives of the *Ventura County Star* and other periodicals; building permits obtained from the Ojai Community Development Department; historic aerials accessed through historicaerials.com and UCSB Frame Finder; and other online repositories. A complete list of sources is included at the end of this report.

1.3. Preparer Qualifications

This report was prepared by Evanne St. Charles, Senior Associate, and Brannon Smithwick, with oversight provided by Katie Horak, Principal. Ms. Horak, Ms. St. Charles, and Ms. Smithwick meet the *Secretary of the Interior's Professional Qualifications Standards*, 36 CFR Part 61, in the discipline of Architectural History.[3] Research and project support were provided by Kiara Hosseinion, Architectural Historian.

[3] National Park Service, "Professional Qualifications Standards," accessed March 2025, https://www.nps.gov/articles/sec-standards-prof-quals.htm.

2. Property Description and Development

2.2. Site and Setting

The subject property that comprises the Project Site is situated near the west end of Downtown Ojai, just north of the National Register-listed Downtown Ojai Historic District. The property comprises two rectangular-shaped parcels at the southwest corner of N. Ventura and W. Matilija streets. It is surrounded by low-scale commercial and institutional buildings along Ojai Avenue and Matilija Street, including the El Roblar Hotel property, at the northeast corner of N. Ventura Street and E. Ojai Avenue, and a commercial building and the Ojai Valley Museum, on adjacent parcels to the south. Residential neighborhoods extend to the north of the property. The majority of the property is developed with a one-story building, 107 N. Ventura Street, which was completed in 1951 as offices for Ojai First Baptist Church and was most recently occupied by World University (1976-2017). A single-family residence, built in 1939 and located at 107 W. Matilija Street, occupies the northwest corner of the parcel, and a paved parking lot runs along the northern edge of the property, fronting W. Matilija Street.

The property's landscaping, which was added between 2018-2019,[4] features young palo verde and olive trees and decorative low plantings. Its hardscaping was also replaced in the last five years and includes concrete walkways and pavers along the Ventura Street setback and concrete paving and raised planters in the building's central courtyard. Low stone piers, which appear to be older, are spaced uniformly along the perimeter of the property's parking lot.

[4] Noted alterations to the landscaping are based on review of Google Street View images.



Aerial view of the Project Site, outlined in dashed red line (Google Maps; adapted by ARG, 2025). Note the current landscaping and hardscaping is not reflected in the aerial view.

Existing Conditions Photographs



View southeast of 107 N. Ventura Street. Note new plantings (ARG, 2025).



View east of the landscape courtyard. Note new concrete paving and planters (ARG, 2025).



View east of the parking lot to the north of the subject building (original site of First Baptist Church sanctuary) (ARG, 2025).



View south of the residence (107 W. Matilija Street) at the west end of the property (no work proposed on this building under the Project) (ARG, 2025).

2.3. 107 N. Ventura Street

Completed in 1951, the subject building features a U-shaped footprint with two one-story wings running east-west, connected at the west end by a double-height central volume. The wings and the central connector volume face a landscaped courtyard, which opens onto N. Ventura Street (described above). A one-story rear addition extends from the south end of the building's west elevation.

The building has a concrete foundation and its roof is flat, likely covered in rolled asphalt. The one-story wings have wide eaves with wood fascia boards; faux wood-slatted enclosures conceal air conditioning units and equipment on the wing rooftops. The rear/west addition includes both a flat roof and a shed roof, with the latter finished in clay tile. The building's walls, including the addition, are constructed of painted concrete masonry units (CMU). Fenestration includes original multi-light double-hung wood windows and a few original multi-light wood doors, vinyl replacement windows, and replacement wood and metal doors.

Constructed in 1991, the rear addition can be accessed either from the interior or through the parking lot. The addition is topped with both a flat roof and a shed roof, which extends to form a covered porch supported by wood posts along its north elevation. The exterior is clad in painted CMU. Fenestration includes vinyl sliding windows and metal doors.

The interior of the building is largely utilitarian in appearance, with painted CMU and plain plaster walls, unfinished concrete floors, and exposed ceilings. The interior has been remodeled over the years and does not retain any significant features or finishes.

North Wing

The north wing is a narrow, rectangular volume. Its north elevation aligns flush with a concrete walkway, which is bordered by the property's paved parking lot and in-ground planters featuring a

variety of drought-resistant plantings. The elevation is finished with painted CMU laid in a running bond pattern. It features three multi-light wood doors with metal hardware. Modern metal light fixtures are positioned beside both the westernmost and easternmost doors. No windows are present on this elevation. A paved breezeway separates the two westernmost doors from the easternmost door, providing access to the central courtyard. On the east wall of the breezeway is another five-light door with metal hardware. A modern metal light fixture is centrally located on the ceiling of the breezeway.

The north wing's south elevation faces the central landscaped courtyard and is fronted by triangular planters and concrete paving. The elevation is clad in the same painted CMU as seen on the north elevation. Fenestration includes grouped two-over-two light, double-hung wood windows, which flank the breezeway. An AC unit replaced a light in one of the windows. At the west end of the elevation is a tripartite wood window, featuring a fixed two-light window flanked by single-light double-hung windows. A modern metal light fixture is mounted to the wall to the west of the breezeway.

The north wing's east elevation fronts N. Ventura Street. It is aligned with a landscaped planter and concrete pathway. The exterior wall is finished in the same painted CMU cladding. Fenestration on this elevation includes the two-over-two light double-hung wood windows. A painted metal pipe is attached to the elevation, to the south of the window.

South Wing

The south wing is broader than the north wing and is roughly rectangular in plan. Its north elevation aligns with the interior courtyard. The elevation is clad in painted CMU, same as the north wing. The windows are paired, two-over-two light double-hung wood windows, which are partially obscured by bushes. This elevation also features two doors. The east entrance (closest to N. Ventura Street) is a six-light double door with metal hardware. The west entrance comprises an aluminum door flanked by an aluminum sidelight.

The south elevation faces an unassociated paved parking lot and landscaped plant bed. The exterior wall is clad in the same painted CMU as seen on the north elevation. The center of the elevation is inset to form a small rectangular courtyard enclosed by a wood-slatted fence and gate. Windows looking onto the courtyard are grouped fixed and sliding vinyl windows.

The east elevation faces N. Ventura Street and aligns with a concrete pathway and a landscaped planter bed. The exterior wall is finished with the same painted CMU. Fenestration includes a six-light wood door with metal hardware, flanked by two, two-over-two light double-hung wood windows, all of which feature frosted lower panes for privacy. AC units have been installed in the lower sashes of two of the windows, and a modern metal light fixture hangs above the door.

Central Wing

The central wing is oriented in the north-south direction, and the north and south wings are connected to its east elevation. Its east elevation opens onto the central courtyard and is accessible via N. Ventura Street. The elevation is clad in painted CMU, same as the north and south wings. Three

one-over-one light windows line the top half of the elevation. The primary entrance is bound by two painted CMU pilasters and consists of two sets of aluminum doors, each flanked by an aluminum sidelight. A modern metal light fixture is mounted above the two doors, centered on the elevation.

The north elevation is flush with a concrete walkway, which is bordered by the property's paved parking lot and modern, in-ground planters featuring various drought-resistant plantings. The elevation is finished with the same painted CMU as seen on the east elevation. The entrance comprises an aluminum door flanked by an aluminum sidelight. A modern metal light fixture and a metal canopy are mounted above the door.

The west elevation faces a portion of the parking lot and residence on the property. The exterior wall is clad in the same painted CMU as seen on the north elevation. Three painted CMU pilasters are spaced between the windows. Fenestration consists of single and grouped single-hung vinyl windows. Located on the south end is an aluminum door flanked by an aluminum sidelight with a modern metal light fixture mounted above the door.

Existing Conditions Photographs



View east of 107 N. Ventura Street (ARG, 2025).



View southeast of the north wing, north elevation (ARG, 2025).



View south of the north wing, north elevation (ARG, 2025).



View south of the south wing, north elevation, from the courtyard (ARG, 2025).



View northwest of the south wing, south elevation (ARG, 2025).



View northeast of the smaller courtyard along the south wing, south elevation (ARG, 2025).



View west of the central wing, east elevation (ARG, 2025).



View southeast of the central wing, north and west elevations (ARG, 2025).

2.4. Chronology of Development and Use

Following is a chronology of development and use of the subject property. Source materials include building records obtained through the City of Ojai Community Development Department, original drawings, historic newspaper articles, city directories, historic photographs, and aerial photographs.

1890s The land at the southwest corner of Ventura and Matilija Streets (subject property) was donated by Philip K. Miller to the Christian Church congregation, who subsequently built a church on the property (not extant).[5]

[5] Patricia L. Fry, *The Ojai Valley: An Illustrated History*, ed. Elise DePuydt and Craig Walker (Ojai Valley Museum, 2017), 88-89.

1909-18 First Baptist Church purchased the subject property from the Christian Church congregation. After the original church building burned down in the Matilija Canyon Fire, First Baptist Church built a new sanctuary building at the northeast corner of Ventura and Matilija streets (current location of the property's paved surface parking lot).[6]

1939 The residence located at 107 W. Matilija Street (originally 151 W. Matilija Street), on the parcel to the east of the church, was constructed (now part of the Project Site). Research did not indicate who the original owner/occupant of the house was.[7]

1942 Two lots south of First Baptist Church were purchased by the congregation in anticipation of the need for a larger Sunday School wing.[8]

Because the new office/classroom building spanned the adjacent parcel to the south and east of the church sanctuary, the existing residence (107 W. Matilija Street) may have been acquired by First Baptist and incorporated into the property around this time.

Based on city directory research, 107 W. Matilija Street appears to have been used as a residence for church pastors and their families as early as the 1940s.[9]

1949-51 The subject building at 107 N. Ventura Street was constructed to the south of the church sanctuary (not extant) by First Baptist Church for use as offices, classrooms, and a social hall.[10] Construction on the building began in 1949 and reached completion in 1951.[11]

1960-65 Ojai First Baptist Church listed the subject property for sale and made plans to move to its new site on Grand Avenue.[12] Its new church building at 930 Grand Avenue was dedicated in January 1965.[13]

1964-65 Ojai builder, Carl Dodge, purchased the subject property from First Baptist Church for $80,000.[14] Dodge subsequently demolished the sanctuary to make way for a parking lot.[15]

[6] Fry, *The Ojai Valley*, 91, 188; City of Ojai, Sanborn Map, November 1929.
[7] Ventura County Assessor Portal, accessed March 2025, https://assessor.venturacounty.gov/.
[8] "Quaint Little Church Gone," *Ojai Valley News*, December 9, 1993.
[9] The 1946 Ojai City Directory indicates that Rev. Ernest E. Nichols and his family occupied the house.
[10] "Ojai First Baptist Church," *Ventura County Star*, August 17, 1946; Ventura County Assessor Portal.
[11] Fry, *The Ojai Valley*, 91.
[12] "Ojai First Baptist Church," *Ventura County Star*, August 27, 1960.
[13] "New Ojai Church Sets Open House Dedication Event," *Ventura County Star*, January 23, 1965.
[14] "Ojai To Get Change to Rent Building," *Ventura County Star*, October 11, 1965.
[15] Fry, *The Ojai Valley*, 92.

1966-76 In March of 1966, the City of Ojai began leasing 107 N. Ventura Street, which served as an interim location for Ojai City Hall and later the Ojai Police Department and Chamber of Commerce. [16]

For at least a portion of this period, the residence on the Project Site (107 W. Matilija Street) was occupied by a foreman for the Ojai Public Works Department.[17]

1976 A conditional use permit was filed to allow the existing facilities on the subject property to be temporarily used as a college, including a lecture hall, library, classrooms, and administrative offices. [18] The applicant, as stated in the proof of publication notice, was Douglas J. Mahr, Vice President of The World University of America (also known as World University).[19]

1977 World University opened at the subject property.[20]

1983 World University had placed a sign for vegetarian cuisine in front of the residence (107 W. Matilija Street) without obtaining proper authorization.[21]

1991 Permit pulled to construct a one-story library addition which extends from the west elevation of 107 N. Ventura Street. Owner listed as World University of America. Contractor listed as Manchester Builders. Architect listed as Steve Bovee.[22]

2000-05 Permits pulled to repair roof. Owner listed as World University of America. Contractor listed as Kahler Construction.[23]

2005 World University outlined plans to expand the ancillary residence by incorporating vegetarian products, in addition to its use as a bookstore.[24]

2006 Permit pulled to re-roof and install new HVAC system. Owner listed as World University of America. Contractor listed as Mark L. Adams.[25]

2017-18 World University ceased operations and subsequently vacated the property.

Greenhawk LLC acquired the subject property, which was under management of The Becker Group, Inc.[26]

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[16] "Ojai Councilmen Cancel Plans for New City Hall," *Ventura County Star*, August 9, 1966; Fry, *The Ojai Valley*, 92.
[17] Ojai City Directories, 1971-1977.
[18] City of Ojai, Memorandum, 1976, on file at the City of Ojai Community Development Department.
[19] Notice, *Ojai Valley News*, August 8, 1976.
[20] "Our Story of Avasthology," World Institute of Avasthology, accessed January 2025, https://www.avastha.org/our-story.
[21] City of Ojai, Memorandum, July 7, 1983, City of Ojai Community Development Department.
[22] City of Ojai, Building Permit No. 1980, 3/8/1991.
[23] City of Ojai, Building Permit No. 3968, 8/16/2000.
[24] Thor Reyes, M.D., World University of America (Ojai), November 17, 2005.
[25] City of Ojai, Building Permit No. 6889, 6/27/2006.
[26] "Deed-restricted affordable housing passes on 4-1 vote," *Ojai Valley News,* October 20, 2022.

The building underwent renovations, including: exterior repainting; the addition of faux wood-slatted mechanical enclosures at the rooftop wings; landscape and hardscape alterations; some window and door replacements; and removal of an iron fence at the courtyard entrance.[27]

2023-24 Owners of Hotel El Roblar acquired the subject property and outlined plans to rehabilitate the building for use as a spa and wellness center.[28]

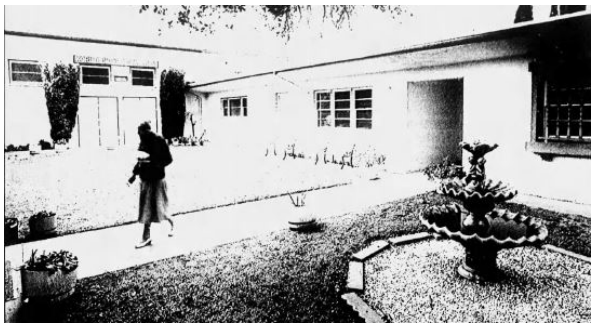
Historic Photographs



View of the World University campus from Ventura Street, 1979 (Los Angeles Times).



Benito and Dominga Reyes in the World University courtyard, 1981 (Los Angeles Times).



View of the World University courtyard, 1989 (Los Angeles Times).

[27] Noted exterior/site alterations are based on review of Google Street View images.

[28] "Hotel El Roblar owner seeks change of use for proposed site of spa and wellness center," *Ojai Valley News*, October 1, 2024.

3. Historical Background and Context

3.1. Pre-History and Early History of Ojai Valley

The area that would become the City of Ojai was originally occupied by the Chumash. Prior to the Euro-American occupation of the region, the Chumash inhabited a vast area including the Channel Islands as well as a coastal strip and inland valleys (including Ojai Valley) stretching from present-day Malibu to present-day Morro Bay. While the Chumash's first contact with European settlers occurred in the mid-1500s, it was not until the 1770s that the region was explored by Spanish missionaries, which led to the enslavement of the region's native inhabitants and destruction of their way of life.[29]

In 1837, approximately 17,700 acres of the Ojai Valley were granted to Fernando Tico for his services performed at Mission San Buenaventura. The land grant changed hands multiple times in the 1850s and '60s until speculator Royce Gaylord Surdam obtained several acres of the rancho in 1874 and platted a townsite he named Nordhoff. The original approximate townsite boundaries were Aliso Street to the north, Santa Ana Street to the south, N. Montgomery Street to the east, and Rincon Street to the west. Given the town's isolation from other parts of Ventura County, development did not begin in earnest until the late 1890s when the construction of the Ventura River and Ojai Valley Railroad branch line was completed through the area, connecting the town to the Southern Pacific Railroad's main line and increasing accessibility to the Ojai Valley.[30]

3.2. Ojai's Civic Development

The Ojai Valley's pastoral setting and benign climate made it a popular winter resort destination for wealthy Easterners beginning in the early 20th century. Around 1907, millionaire glass manufacturer Edward Drummond Libbey began wintering in the town and shortly thereafter commissioned architects Myron Hunt and Elmer Grey to design him a Craftsman residence at the intersection of Foothill and Palomar roads. In April 1914, Libbey and a group of other town leaders met to discuss various improvements to the valley and to form a new body known as the Ojai Valley Men's League (later the Chamber of Commerce), which would be responsible for implementing the planned improvements. The focus of redevelopment was along Ojai Avenue, the town's main thoroughfare.[31] In 1917, Libbey acquired the land on the south side of Ojai Avenue and developed Ojai Civic Center Park (now Libbey Park).[32] With the support of town leaders, Libbey commissioned architects Frank Mead and Richard Requa to create a Spanish/Mission Revival style redevelopment plan for downtown,

[29] "A Brief History of Ojai Valley," *Ojai Valley Museum*, accessed December 2021, https://www.ojaivalleymuseum.org/uploads/6/0/7/9/60799355/history_of_the_ojai_valley-museum_with_images-rvsd_july__2016.pdf.

[30] GPA Consulting, "Historical Resources Evaluation Report for the City of Ojai Ojai Ave/Maricopa Highway Pedestrian and Bicycle Safety Improvements Project," Ojai, California, April 2018, 15.

[31] Fry, *The Ojai Valley*, 220.

[32] San Buenaventura Research Associates, "Historic Context Statement for the City of Ojai," prepared for the City of Ojai, May 2009, revised and adopted June 2011, 19.

proposed for construction in phases between 1917 and 1919.[33] Plans included the construction of a "Spanish style"[34] arcade that would front the existing commercial storefronts on Ojai Avenue in order to create a sense of architectural cohesion (completed 1917, extended 1927; Ojai Landmark #5); construction of a pergola on the northern edge of the park, facing the Arcade (1917, demolished 1968, reconstructed 1999); and development of the Ojai Post Office and Tower (201 E. Ojai Avenue, built 1917, enlarged 1938 and 1949; Ojai Landmark #6). Other civic improvements included the paving of Ojai Avenue and the construction of sidewalks.[35] This initial phase of Mead and Requa's plan culminated in the renaming of the town to Ojai.[36]

Shortly after its renaming, Ojai residents began discussing the idea of incorporating. Prompted by the desire for an adequate sewer system, fire protection, and other services, residents officially voted to incorporate on August 5, 1921.[37] Additional municipal properties were built following incorporation, including the Ojai Fire Station (321 E. Ojai Avenue, Ventura County Landmark #62, built 1923) and the Ojai Library (111 E. Ojai Avenue, built in 1928).[38] Redevelopment of Ojai's town center was based on the cohesive urban planning ideals of the City Beautiful Movement and, "inspired other small towns in California to redevelop their civic centers using City Beautiful principles and Spanish architecture."[39]

Following incorporation, Ojai City Hall opened at 252 E. Ojai Avenue, in a former commercial storefront (Burke's realty office) in the Arcade. Glen H. Hickey served as Ojai's first mayor.[40] By 1939, City Hall had relocated to a former restaurant building just east of the Arcade, at 338 E. Ojai Avenue (later housed the Ojai Valley Museum and currently a restaurant).[41] The Ojai Police Department also moved into the building soon thereafter. Ojai City Hall and the Ojai Police Department operated out of this building until moving to 107 N. Ventura Street in 1966 and 1969, respectively.[42]

As with many cities in Southern California, Ojai experienced a population influx after World War II. The number of residents grew from 500 to 2,519 between its 1921 incorporation and 1950.[43] In 1960, a study reported that the population of Ventura County would more than double within 20 years and identified Ojai as ripe for new development due to its "recreational areas [that] would lure many vacationers."[44] By 1960, the population of Ojai Valley had risen to just under 22,000, and Ojai residents were increasingly concerned about what growth may mean for their quaint, pastoral

[33] GPA Consulting, "Historical Resources Evaluation Report for the City of Ojai Ojai Ave/Maricopa Highway Pedestrian and Bicycle Safety Improvements Project," 6.
[34] Fry, *The Ojai Valley*, 220
[35] GPA Consulting, "Historical Resources Evaluation Report for the City of Ojai Ojai Ave/Maricopa Highway Pedestrian and Bicycle Safety Improvements Project," 6.
[36] San Buenaventura Research Associates, "Historic Context Statement for the City of Ojai," 19.
[37] Ibid.
[38] GPA Consulting, "Historical Resources Evaluation Report for the City of Ojai Ojai Ave/Maricopa Highway Pedestrian and Bicycle Safety Improvements Project," 6.
[39] Fry, *The Ojai Valley*, 223.
[40] GPA Consulting, "Downtown Ojai Historic District," DPR District Record, 6; Fry, *The Ojai Valley*, 233.
[41] Ibid.
[42] Fry, *The Ojai Valley*.
[43] San Buenaventura Research Associates, "Historic Context Statement for the City of Ojai," 27.
[44] Gary Hachadourian, "Review of the Sixties — Part 3," *Ojai Valley News*, December 28, 1969.

community.[45] Ojai commissioned its first master plan in 1961 in an effort to control future development.[46] In October of 1963, City Council adopted the Ojai General Plan. Among the principal features of the plan included a town center closed to traffic; a scenic highway to take the through-traffic on Highway 150 and route it south of the city; a zoning plan designed to avoid crowded development; and a new civic center, including a new city hall, south of Ojai Avenue, between Signal and Montgomery streets.[47]

By the early 1960s, the City began exploring options for the relocation of Ojai City Hall, either to a new building or an existing facility.[48] In 1962, City Manager Michael Zambory described the existing municipal building at 338 E. Ojai Avenue as "seriously overcrowded and inadequate," having served as both Ojai City Hall and the Ojai Police Department since the 1930s.[49] While the 1963 Ojai General Plan proposed the construction of a new city hall building and civic center adjacent to Civic Center Park, the proposal was not without opposition. Opponents argued that it would be too costly to construct a new facility and that the City should rather explore options for leasing or buying an existing building. This sentiment was described by journalist Jack Smalley in a 1965 *Ventura County Star* article: "A controversy is currently raging on location of [the new city hall] site. Ojai has never, it seems, felt the need for much government. Something modest would suffice quite well."[50]

A referendum on the issue of whether to lease an existing property or construct a new facility continued for several months. In October of 1965, City Council officially voted to move forward with the development of an approximately seven-acre, city-owned site on S. Montgomery Street as the new city hall. In the following month, City Council selected Ojai architect Chalfant Head to design the new building.[51] Meanwhile, the City continued to look for temporary office space to offset crowded conditions in its existing facility. Among the temporary sites considered was the former First Baptist Church property at 107 N. Ventura Street. While City Council had voted to buy the former church property, in an October 6, 1965 referendum, Ojai residents voted against City Council's proposal in a narrow 642-to-662 vote.[52] Nonetheless, in March of 1966, Ojai City officials entered into an agreement with the property's then-owner, Carl Dodge, to rent approximately 1,000 square feet of office space and a meeting hall for council sessions on a temporary basis; they relocated to the site shortly thereafter.[53] On April 12, 1966, voters narrowly upheld the selection of the seven-acre property on S. Montgomery as the future site of a new city hall.[54] However, by August of the same year, City Council ordered the architect to stop work on plans for the new city hall building and instead

[45] Hachadourian, "Review of the Sixties."
[46] "Master Plan Approval Headlines '61 in Ojai," *Ventura County Star*, December 30, 1961.
[47] John A. Jones, "Ojai Adopts Master Plan to Keep Groves, Spanish Color, Limit Tracts," *Ventura County Star*, October 18, 1963.
[48] "Ojai Drops Push for New City Hall," *Ventura County Star*, October 9, 1962.
[49] "Ojai Weighs Plan to Lease New City Hall," *Ventura County Star*, October 6, 1962.
[50] Jack Smalley, "Inside Our Cities: The Ojai Story," *Ventura County Star*, December 18, 1965.
[51] "Chalfant Head Named to Design New Ojai City Hall," *Ventura County Star*, November 9, 1965.
[52] "Ojai to Get Chance to Rent Building," *Ventura County Star*, October 11, 1965; "Voters Reject Ojai City Hall Measure," *Ventura County Star*, October 6, 1965.
[53] "Ojai Officials Moving Into 'Rejected' City Hall," *Ventura County Star*, March 10, 1966.
[54] "Incumbents Win, City Hall Site Upheld in Ojai," *Ventura County Star*, April 13, 1966.

entered into negotiations with Dodge on a five-to-eight-year lease of 107 N. Ventura Street.[55] In late 1969, the Ojai Police Department joined City Hall at the 107 N. Ventura Street property, which the City continued to lease until the 1970s.[56] City Hall relocated to the former Smith-Hobson Estate, donated by Ojai resident Fred Smith, in 1976. A 1975 *Ventura County Star* article noted that there was little discussion about City Hall remaining at 107 N. Ventura given the "great dissatisfaction with the facility."[57] The Ojai Police Department continued to share space at 107 N. Ventura until the department was disbanded in 1979 when the City entered into an agreement with the County Sheriff's department.[58]

3.3. Religion and Spirituality in Ojai

Early 20th Century Religious Institutions

As with many nascent communities, churches were some of the first institutions established in Ojai Valley during its early development. The town's first congregation was the Presbyterian Church, which organized in 1877 and built its first sanctuary in 1884.[59] In 1900, the Presbyterian Church moved to Ojai Avenue and Montgomery Street, where it joined with the Congregational Church (established 1888).[60] In 1930, the Ojai Presbyterian Church constructed a new sanctuary at the corner of Foothill Road and Aliso Street, designed by architect Carleton Monroe Winslow. The congregation continues to hold services at this location. The old Presbyterian Church building was occupied by the Nazarene Church for 50 years; it now houses a meditation center.[61] Ojai's Catholic congregation built St. Thomas Aquinas Church in 1905 at the corner of Ojai Avenue and Blanche Street. After the original building was destroyed by the June 1917 fire originating in Matilija Canyon, a new Catholic Church building was constructed on the same site. Designed by noted architects Frank Mead and Richard Requa, the Mission Revival style building was occupied by the congregation until it moved to its new location at 185 St. Thomas Drive in 1963. The old church building at 130 W. Ojai Avenue (Ojai Historic Landmark #7, listed in the National Register) has been occupied by the Ojai Valley Museum since 1996.[62] Other early religious congregations that established sanctuaries in Ojai included Holiness Church, Liberal Catholic Church, and Church of Christ.

First Baptist Church

In the 1890s, a plot of land at the southwest corner of Ventura and Matilija streets (subject property) was donated by early Ojai resident Philip K. Miller to the Christian Church, which subsequently constructed a sanctuary (not extant).[63] In 1909, the First Baptist Church purchased the Christian

[55] "Ojai Councilmen Cancel Plans for New City Hall," *Ventura County Star*, August 9, 1966.
[56] "Memo to the City Desk: Ojai," *Ventura County Star*, September 28, 1969.
[57] Don Whitehead, "Issue of New City Hall Again Before Ojai Council," *Ventura County Star*, March 24, 1975.
[58] Dennis Wagner, "Ojai Council Says Farewell to City Police Department," *Ventura County Star*, November 14, 1979.
[59] Fry, *The Ojai Valley*, 84.
[60] Ibid, 85.
[61] Ibid, 87-88.
[62] Ibid, 90.
[63] Ibid, 88-89.

Church building. After the sanctuary building was destroyed by the June 1917 fire, First Baptist constructed a new sanctuary at the northeast corner of Ventura and Matilija in 1918. Between 1949-1951, the congregation developed a one-story concrete block building to the south of its sanctuary for use as offices, classrooms, and a social hall (107 N. Ventura Street, subject building).[64] First Baptist continued to own and occupy the sanctuary and office/classroom building until around 1965 when it moved to its current church building at 930 Grand Avenue.[65]

Theosophy and the New Age Movement

Because of its relative isolation and proximity to nature, Ojai has attracted a variety of non-traditional religious and spiritual organizations since the late 19th and early 20th centuries. Beginning in the 1920s, members of the spiritual organization known as the Theosophical Society established themselves in the Ojai Valley. The Theosophical Society is the organizational body of Theosophy, an esoteric religious movement founded in 1875 in New York by Colonel Henry Olcott and Russian Émigré Helena Petrovna Blavatsky. The objectives of the Theosophical Society are "to form a nucleus of the universal brotherhood of humanity, without distinction of race, creed, sex, caste, or colour; to encourage the study of comparative religion, philosophy, and science; and to investigate unexplained laws of Nature and the powers latent in human beings."[66] The organization placed an emphasis on Eastern teachings and played a prominent role in the introduction of Buddhism and Hinduism to America.[67] Helena Blavatsky was integral to the dissemination of Theosophical ideas across the country and abroad through her writings, including *Isis Unveiled: A Master-Key to the Mysteries of Ancient and Modern Science and Theology* (1877) and *The Secrete Doctrine: The Synthesis of Science, Religion and Philosophy* (1888).[68] After Blavatsky's death in 1891, the Theosophical Society split into various sects, two of which were located in Southern California: one in Point Loma, initially led by Katherine Tingley, and the other in in the Beachwood Canyon area of Hollywood, which was led by the Theosophical Society's president, Annie Besant.[69]

The Krotona Institute of Theosophy (also known as the Krotona Institute or the Krotona Colony) was first conceived of by lawyer and Theosophist Albert Powell Warrington in 1906. With the encouragement of Annie Besant, Warrington acquired 11 acres in the Beachwood Canyon area of Hollywood in 1912 to establish the colony, which served as the Theosophical Society's national headquarters until 1920.[70] Named after "Crotona," the ancient Greek colony and home of ancient mathematician Pythagoras, Krotona was developed between 1912 and 1919 and included an administration building, science building, residential buildings, including the extant Krotona Court

[64] "Ojai First Baptist Church," *Ventura County Star*, August 17, 1946; Ventura County Assessor Portal.
[65] Ibid, 92.
[66] J. Gordon Melton, "Theosophy," Encyclopedia Britannica, January 8, 2025, accessed February 2025, https://www.britannica.com/topic/theosophy.
[67] Daniel D. Paul, "New City of Mentalphysics Historic District," National Register of Historic Places Registration Form, 2022, 8-53.
[68] Lindsay Mulcahy, Los Angeles Conservancy, "Krotona Court and the Grand Temple of the Rosy Cross Historic-Cultural Monument Application," adopted 2024, 16.
[69] Paul, 8-53; Melton, "Theosophy."
[70] Mulcahy, "Krotona Court and the Grand Temple of the Rosy Cross Historic-Cultural Monument Application," 14, 18.

multi-family residence, and an auditorium and ritual space (the extant Grand Temple of the Rosy Cross). By 1918, Krotona had "300 or so residents who grew their own food, [and] practiced vegetarianism, meditation, and intellectual inquiry."[71] Theosophists continued to reside at Krotona until 1924 when they relocated to Ojai.[72]

By the early 1920s, practitioners at Hollywood Krotona began to perceive the urban locale as too congested and increasingly under the influence of the movie industry. In response, in 1924, the Krotona Institute of Theosophy relocated to a 118-acre site in the Ojai Valley purchased with funds from Besant.[73] The new Ojai Krotona was developed in the mid-1920s with a Spanish Colonial Revival style administration building and library designed by architect Robert Stacey Judd, in addition to several cottages. Besant referred to Ojai Krotona as "the cradle of the New Civilization in America."[74] The Ojai colony was "intended to be the world center of the teachings of Jiddu Krishnamurti," a young Indian man who Besant met on a trip to India in 1909 and who she and other Theosophists proclaimed to be the "new vehicle for the World Teacher."[75] Though Krishnamurti broke from the Theosophical Society in 1930, he continued to reside in a cottage on the land that Besant had acquired until his death in 1986.[76] The Krotona Institute in Ojai continues to operate to this day.

In 1927, Besant acquired additional property adjacent to the newly established Krotona Institute. The nearly 500-acre site, which Besant named Happy Valley, initially served as the home of the Order of the Star, an organization founded by Besant to promote the teachings of Krishnamurti. The organization's encampment comprised a kitchen, bathhouses, showers, and toilets. The organization held its "international congress" here in 1928 and 1929, during which over 1,000 people came from all over the world to hear Krishnamurti speak.[77] After Krishnamurti dissolved the Order of the Star and broke from Theosophy, the Happy Valley land remained undeveloped for years. In the mid-1940s, the remaining Star camp buildings were incorporated into the Happy Valley School, which was founded in 1946 and continues to operate as the Besant Hill School of Happy Valley.[78]

Though it has had a relatively small membership since its founding, the Theosophical Society had an immense impact on the promotion of Eastern spirituality in the West and inspired the creation of dozens of other esoteric religious movements, including the New Age movement.[79] The New Age movement emerged in the 1970s as a "blend of cross-cultural spiritualism and a new awareness of Eastern philosophy and ascetic practices that sought to provide a mantle that emphasized progressive

[71] Paul, 8-57.
[72] On February 5, 2025, Los Angeles City Council designated the Hollywood Krotona property as a Historic-Cultural Monument. "Krotona Court & Grand Temple of the Rosy Cross," Los Angeles Conservancy, accessed February 2025, https://www.laconservancy.org/learn/historic-places/krotona-court-grand-temple-of-the-rosy-cross/.
[73] Josef Woodard, "Serene Precursor to Mayan Audacity of Robert Stacy-Judd," *Los Angeles Times*, January 13, 1994.
[74] Paul, "New City of Mentalphysics Historic District," 8-57.
[75] Paul, "New City of Mentalphysics Historic District," 8-57; Fry, *The Ojai Valley*, 324.
[76] Paul, "New City of Mentalphysics Historic District," 8-57.
[77] "Order of the Star Meets in Ojai," *Ventura County Star*, April 6, 1928.
[78] Fry, *The Ojai Valley*, 327-329; "About," Besant Hill School of Happy Valley, accessed February 2025, https://www.besanthill.org/about/history-heritage/timeline/.
[79] Melton, "Theosophy."

change and the possibility of deep personal transformation."[80] Traditional occult practices such as yoga, meditation, astrology, and tarot reading were integrated into the movement as a means of assisting with personal transformation. Followers of the movement looked forward to a "New Age of heightened spiritual consciousness and international peace [which] would arrive and bring an end to racism, poverty, sickness, hunger, and war."[81] While the movement had lost its momentum by the end of the 1980s, it is considered to be "one of the West's most significant religious phenomena of the 20th century," attracting "hundreds of thousands of new adherents to one branch or other of the Western esoteric-metaphysical tradition."[82]

Origins of the New Age movement can be traced back to earlier Western esoteric movements, including Theosophy.[83] Ojai's early 20th century reputation as a hub for the Theosophical Society and other spiritual organizations attracted various New Age groups in the postwar period. A 2003 Ojai Valley Museum exhibit showcased a number of spiritual organizations, "whose leaders helped shape Ojai's reputation as a New Age mecca and haven for free thinkers."[84] Among the organizations included in the exhibit were Meher Mount, a 170-acre hilltop center created by Agnes Baron in 1946 and focused on the teachings of noted Indian spiritual leader Avatar Meher Baba; Meditation Mount, a meditation center developed in 1968 by Florence Garrigue, whose mission was to impart the teachings given to prominent Theosophist Alice Evens; the Krishnamurti Foundation, an organization founded in 1969 by Jiddu Krishnamurti to pass on his teachings; and the Ojai Foundation, an educational retreat founded in 1979 by anthropologist Joan Halifax to promote land stewardship and environmental awareness.[85]

World University of America

In 1973, noted academic and Theosophist Benito Reyes assumed the position as director of studies at the Krotona Institute in Ojai. At this time, Reyes, Annie Besant, and other local spiritual leaders began to discuss the possibility of building a college campus centered around esoteric religious studies.[86] In 1974, Reyes and his wife, Dominga, opened the World Institute of Avasthology[87] in the east wing of the Happy Valley School. Class offerings included seminars in consciousness, yoga, tai chi, meditation, philosophy, ethics, and other areas of spirituality.[88] Three years later, Benito and Dominga Reyes and a group of local Theosophy benefactors and students garnered enough financial backing to purchase the subject property at 107 N. Ventura Street for $180,000 for use as the headquarters of the World

[80] Michael A. Peters, "New Age Spiritualism, Mysticism, and Far-right Conspiracy," *Educational Philosophy and Theory* 55, no. 14 (2023): 1608-1616.
[81] J. Gordon Melton, "New Age Movement," Encyclopedia Britannica, January 30, 2025, accessed February 2025, https://www.britannica.com/topic/New-Age-movement.
[82] Ibid.
[83] Melton, "Theosophy;" Melton, "New Age Movement."
[84] Amy Bentley, "New-age Leaders Shaped Ojai," *Ventura County Star*, December 3, 2003.
[85] Ibid.
[86] "Krotona director to talk to grads at Happy Valley," *Ventura County Star*, June 7, 1973.
[87] According to the organization's website, "Avasthology" is the "study of states of consciousness." World Institute of Avasthology, accessed March 2025, https://www.avastha.org/.
[88] "Avasthology Institute to Reopen," *Ventura County Star*, September 1, 1974; "Ojai Consciousness Seminar," *Ventura County Star*, February 13, 1974.

Institute of Avasthology and its full-scale college campus, World University of America (also known as World University). The building complex was formerly the Ojai City Hall and Ojai Police Department headquarters from the mid and late 1960s until the 1970s.[89] Approximately $100,000 of the funding was donated by local Theosophist Ethel Stell to acquire the campus complex.[90] When asked why he chose Ojai to establish the university, Dr. Reyes explained that he believed Ojai "was destined to become 'the new Athens of the New Age,' referring to the Greek city where philosophy and wisdom flourished more than 2,500 years ago."[91] While other educational institutions with spiritual leanings, including Happy Valley School and Krishnamurti's Oak Grove School (established 1975), existed in Ojai at the time, World University appears to have been the first school of higher education.

As described in a 1989 *Los Angeles Times* article about the school, World University was a "degree-granting institute where students learn academic subjects alongside the [fundamentals of] New Age spirituality."[92] In alignment with New Age spiritual thought, the university applied an "East-West approach" to its curriculum, offering courses in science, philosophy, and religion in Eastern and Western cultures.[93] The objectives of the university were to "promote world peace and the well-being and understanding of all peoples," as well as to "promote spiritual growth and harmonious relations among individuals."[94] While rooted in New Age spiritual practices, "unlike some of Ojai's more experimental institutes, World University [was] not all crystals and channeling."[95] Classes in meditation and yoga were offered alongside more traditional university courses such as English composition and psychology.[96]

By 1981, the university had an enrollment of over 100 and a core staff of ten professors; it offered bachelor's, master's, and postdoctoral degrees[97] in various fields of the liberal arts, philosophy, psychology, and business, as well as vocational certificates in spiritual ministry, thanatology/astrology, and meditation/yoga. The school's Department of World Peace Studies, founded in 1980, quickly became the most popular curriculum track, drawing students from across California.[98] The addition of the Ecumenical Ministry of the Unity of All Religions Department, which examined the similarities between world religions, was also popular amongst the school's students.[99] By the early 1980s, plans

[89] City Hall relocated in 1976, and the Ojai Police Department continue to occupy a portion of 107 N. Ventura until 1979 when the department was disbanded.
[90] San Buenaventura Research Associates, "Taormina Historic District City Landmark Application," prepared for the Ojai Historic Preservation Commission, 2015, 32; Ojai Councilmen Cancel Plans for New City Hall," *Ventura County Star*, August 9, 1966; "Students Find Knowledge in City Hall," *Los Angeles Times*, December 15, 1981; Pat Flynn, "Tiny University in Ojai Dedicated to World at Peace," *Ventura County Star*, August 29, 1982.
[91] Denise Hamilton, "Studying for Peace: World University Marks 15th Anniversary Amid Ojai's Spiritual Diversity," *Los Angeles Times*, February 23, 1989.
[92] Ibid.
[93] Flynn, "Tiny University in Ojai Dedicated to World at Peace," *Ventura County Star*, August 29, 1982.
[94] Flynn, "Tiny University in Ojai Dedicated to World at Peace;" Hamilton, "Studying for Peace."
[95] Hamilton, "Studying for Peace."
[96] Ibid.
[97] While World University was an authorized, degree-granting institution under the State Department of Education, it never received accreditation from the Western Association of Schools and Colleges.
[98] Ad, "World University in America," *Los Angeles Times*, December 13, 1980; "Spiritual Healing Topic," *Thousand Oaks Star*, March 11, 1980; "World U. President Plans Lecture Tour," *Los Angeles Times,* May 24, 1980.
[99] "University Adds New Department," *Los Angeles Times,* August 1, 1981.

were under way for several new World University campus expansions in Florida, the Bahamas, South Korea, Canada, and Israel. However, none of these campus expansions appear to have actualized. Instead, Dr. Reyes continued to grow the curriculum, promote the school, and recruit new students for its main campus in Ojai on his extensive travels to conferences and speaking arrangements around the world.[100]

In 1988, World University supporter and Ojai resident Mima Porter died, willing the university her 10-acre estate near Downtown Ojai. While Reyes and school administrators prepared plans to use the land for classrooms, a dormitory, and possibly a museum, the expansion does not appear to have occurred. Around this time, the school had begun offering classes in Ventura and created the Center for Compassion to help feed local people in need. It had also established an exchange program with other non-traditional institutes around the world, including Zoroastrian College in Bombay, India, the Association of Religious Psychology in Tokyo, and Koh-e-nor University in Santa Monica (now University of Santa Monica).[101]

On September 8, 1992, Benito Reyes died at the age of 78.[102] Following her husband's death, Dominga Reyes assumed the position of university president.[103] While the university continued to operate at its 107 N. Ventura Street campus, the number of course offerings appears to have begun declining by the mid-1990s, and in later years, the school mainly offered distance learning programs.[104] After Dominga Reyes's death in 1999, the couple's son Rev. Dr. Thor L. Reyes was president of the university until its closure in 2017 when the institution was issued a letter from the Bureau of Private Postsecondary Education to cease operations of all its degree programs due to lack of accreditation.[105]

3.4. Benito F. Reyes

Born in Manila, Philippines in 1914, Benito Fernando Reyes became involved with the Philippine Theosophical Society as a teenager. At the age of 16 (ca. 1930), the young Theosophist was spiritually adopted by Theosophical followers John and Nell Regan, a childless couple from Ojai, California. The couple was called to the Philippines by a Theosophical Master who assured them that they would find a Filipino child to educate in the ways of Theosophy. There they met Reyes, who soon became recognized as an important member of the Theosophy Society for his involvement with the World Federation of Young Theosophers.[106] As such, the Regans financed Reyes's education at Far Eastern University in Manila, where he eventually obtained a Master of Arts and a Doctorate in Psychology by

[100] "World University Emphasizes Understanding Between People," *Los Angeles Times*, November 19, 1979.
[101] Hamilton, "Studying for Peace."
[102] "World University founder Reyes Dies at Ojai Home," *Oxnard Star Free Press*, September 11, 1992.
[103] "World University founder Reyes Dies at Ojai Home;" "Death To Be Topic of Seminar."
[104] Based on the reduced number of newspaper articles covering the university beginning in the mid-1990s, it is assumed that the university entered into a period of decline. Fry, *The Ojai Valley*, 81.
[105] "Dominga L. Reyes," *Ventura County Star*, February 19, 1999; "Order Suspending Approval to Operate Degree Granting Programs," Bureau for Private Postsecondary Education, State of California, July 29, 2017, accessed February 2025, https://www.bppe.ca.gov/enforcement/actions/worldu_suspended.pdf.
[106] The Theosophical Society, *The International Theosophical Year Book 1937* (India: Theosophical Publishing House, 1937), 172-73.

1948 with the publication of his 237-page thesis work titled "Scientific Proofs of the Existence of the Soul."[107]

After completing his education, Dr. Reyes immediately entered the field of academia where he became chairmen of the Department of Philosophy and Psychology at his alma mater Far Eastern University. He served in this role for approximately 21 years, during which time the Theosophist engaged in various guest lecturer opportunities and speaking engagements around the world, particularly on the American East Coast.[108] In 1951, Dr. Reyes was awarded a Fulbright-Smith-Mundt teaching position at Boston University's Philosophy Department for his 1948 thesis work. While on sabbatical in Boston, he also spoke at other notable institutions, including Harvard University, the Boston Theosophical Society, the Society for the Advancement of Science in Boston, and the Theosophical Society of Springfield.[109] In December of 1951, Dr. Reyes was awarded honorary degrees for his work as an author and lecturer in the field of Theosophy at the Besant Lodge of the Theosophical Society in Boston, which was named after his friend and contemporary Theosophist Annie Besant.[110] He completed his Fulbright position in Boston at the end of the 1952 academic year, after which he returned to his position in Manila.[111]

In June of 1952, Dr. Reyes made his first known visit to Ojai where he spoke on topics in his thesis at the Ojai Community Art Center. The event was sponsored by the Ojai Theosophical Society where John and Nell Regan were members. Around this time, he also received two honorary degrees from the University of Toronto for his academic achievements while serving as a visiting Fulbright lecturer at Boston University during the previous school year.[112] In 1965, Dr. Reyes was awarded his second Fulbright scholarship, this time as a Fulbright-Hays teaching scholar. The academic began a one-semester lecturing assignment in the fall at the State University of New York in Oswego where he became the first visiting Fulbright professor of philosophy. During his tenure at Oswego, Dr. Reyes also conducted public lectures on the cultures and religions of Asia across the state.[113] In 1967, Dr. Reyes submitted his 1948 thesis to Phoenix, Arizona Superior Judge Robert L. Myers who was conducting pre-trial hearings into the will of American miner James Kidd. Kidd was an eccentric Phoenix local who promised to bequeath his $200,000 estate to anyone who could prove the physical existence of the soul. He was one of 39 claimants who submitted their work for review, and was a finalist in the competition.[114] After gaining national notoriety in the academic branch of Theosophy as a result of the literary competition, Dr. Reyes published his first book in 1970, which expanded upon the

[107] Some sources refer to Reyes's thesis work as "Scientific Evidence of the Existence of the Soul." San Buenaventura Research Associates, "Taormina Historic District City Landmark Application," 32; "Ojai Valley Timeline," hosted on Squarespace, accessed February 2025, https://static1.squarespace.com/static/648e380bea69355090623aa9/t/6497edad1d655b245c136378/1687678381653/Ojai+Valley+Timeline.pdf; "Filipino Joins Soul Search," *Philadelphia Inquirer*, March 10, 1967.
[108] San Buenaventura Research Associates, "Taormina Historic District City Landmark Application," 32.
[109] "Soul is Topic Friday Night," *Morning Union*, November 22, 1951; "Dr. Benito Reyes to Lecture Here," *Morning Union*, March 12, 1952; "All Religions Join in Search for God, Speaker Declares," *Morning Union*, March 31, 1952.
[110] "Benito F. Reyes," *Boston Globe*, December 3, 1951.
[111] San Buenaventura Research Associates, "Taormina Historic District City Landmark Application," 32.
[112] "Philippine Educator Speaks Sunday in Ojai," *Ventura County Star*, June 14, 1952, 4.
[113] "Prof 'Visits' SUC Oswego," *Post-Standard*, October 1, 1965.
[114] "Filipino Joins Soul Search."

foundational work of his thesis. The book was also titled *Scientific Evidence of the Existence of the Soul*.[115]

By 1968, Dr. Reyes had left his position at Far Eastern University to become the first president of the University of the City of Manila (known locally as Pamantasan ng Lungsod ng Maynila or "PLM"), where he was a founding member of the board of regents. While president, Dr. Reyes helped expand the school's religion, philosophy, and psychology departments.[116] In the following years, he continued his involvement with the Philippine Theosophical Society and traveled extensively to lecture at institutions all over the world. His travels took the scholar back to California, where he consulted Pepperdine University's School of Business administrators about the role of sociology in the school's police management program in February 1970.[117] In 1972, Dr. Reyes left his position at PLM and permanently relocated to Santa Paula, California to work in nearby Ojai Valley, the longtime capital of the Theosophical Society in the United States.[118] One year later in 1973, Reyes took a position as the director of studies at the renowned Krotona Institute of Theosophy in Ojai. There he met with local leaders to discuss the possibility of building a local college campus centered on spiritual studies.[119]

After operating the World Institute of Avasthology out of Happy Valley School for three years, Dr. Reyes, his wife Dominga, and a group of local Theosophy benefactors and students purchased 107 N. Ventura Street for use as the headquarters of the World Institute of Avasthology and its college campus, World University of America, in 1976. In the years after its founding, World University flourished under Dr. Reyes's leadership, with a student population of over 100 and advanced courses in science, philosophy, and religion in Eastern and Western cultures.[120]

Simultaneously, Dr. Reyes continued his involvement with the global Theosophy community throughout the 1980s and early 1990s. In 1984, he and Dominga attended the Triennial Conference of the International Association of University Presidents (IAUP) in Bangkok where they meet with the King and Queen of Thailand.[121] The scholar remained heavily involved in the international academic community in the later decades of his career as well, including memberships with the Institute de la vie of France, the International Institute of Environment in England, and the Institute of Religious Psychology in Japan.[122] By 1990, Dr. Reyes had become a prolific writer, having published over a dozen books on spirituality, philosophy, and psychology, including *On World Peace* (1977), *Meditation: Cybernetics of Consciousness* (1978), *The Essence of All Religions: In Search of Meaning* (1983), and

[115] San Buenaventura Research Associates, "Taormina Historic District City Landmark Application," 32; Benito F. Reyes, *Scientific Evidence of the Existence of the Soul* (United States: Theosophical Publishing House, 1970).
[116] "Finding the Roots of the Origin of Our Alma Mater," Pamantasan ng Lungsod ng Maynila, accessed February 2025, https://web.archive.org/web/20091230022516/http:/www.plm.edu.ph/brief-history.html.
[117] "Tours Pepperdine," *Southwest Topics-Wave*, February 19, 1970.
[118] "Our Story of Avasthology;" Ventura County Directories, Ancestry.com, accessed February 2025, https://www.ancestry.com/search/?name=benito_reyes&event=_ojai-ventura-california-usa_69769&name_x=_1.
[119] "Krotona Director to Talk to Grads at Happy Valley," *Ventura County Star*, June 7, 1973; "A Series of Five Sunday Lectures," *Ventura County Star*, March 28, 1973.
[120] "World University Emphasizes Understanding Between People," *Los Angeles Times*, November 19, 1979.
[121] "Ojai Educator Attends Conference in Bangkok," *Thousand Oaks Star*, June 29, 1984.
[122] San Buenaventura Research Associates, "Taormina Historic District City Landmark Application," 32.

The Practice of Conscious Dying: Off-Ramp to Liberation and Freeway to Conscious Immortality (1990), among others.

In September of 1992, Dr. Benito Reyes died at the age of 78 at his home in Santa Paula. His obituary in the *Oxnard Free Press* described him as a "noted clinical physiologist from the Philippines and founder of the World University in Ojai."[123] Despite his myriad academic positions, publications, and speaking engagements throughout his decades-long career, the founding of World University at 107 N. Ventura Street in Ojai is arguably his most significant career achievement in terms of his contributions to the study of Theosophy and New Age spirituality. The campus provided Dr. Reyes the physical space where he was able to successfully centralize and expand his interdisciplinary Theosophical teachings to a new generation of spiritual leaders over the course of three decades in the later postwar years.

3.5. Mid-Century Modernism

The building at 107 N. Ventura Street is a very modest example of the Mid-Century Modern style. "Mid-Century Modern" is a broad term that is used to describe the various derivatives of Modern architecture that flourished in the post-World War II period. These include postwar adaptations of the chaste and machine-like International Style, the rational aesthetic associated with post-and-beam construction, and more organic and expressive interpretations of the Modern architectural movement. Mid-Century Modernism was popular between the mid-1940s and early 1970s.[124] It proved to be a remarkably versatile idiom that was expressed through a wide variety of property types ranging from single-family residences and commercial buildings to institutional properties and college campuses. Its aesthetic was deftly incorporated into both high-style buildings and the local vernacular, and was employed by architects, developer-builders, and lay contractors alike.

Different variants of the Mid-Century Modern style emerged as the movement gained traction and became more mainstream in the post-World War II period. The style was favored by large-scale institutional centers, as Mid-Century Modernism's emphasis on rational, economic buildings that could be produced en masse was well suited to institutions, which needed to expand quickly and within the confines of capital construction budgets. Industrial materials like cast concrete, steel structural frames, and laminated beams were used in lieu of extravagant materials from more ornate Period Revival styles, significantly reducing construction costs.[125]

Generally, the Mid-Century Modern style, expressed in the context of public institutional architecture, exhibits the following character-defining features:

- Simple, geometric building forms

[123] "World University Founder Reyes Dies at Ojai Home."
[124] City of Los Angeles, "SurveyLA Los Angeles Citywide Historic Context Statement, Context: Architecture and Engineering, Sub-Context, L.A. Modernism, 1919-1980," prepared by Architectural Resources Group for the City of Los Angeles, Department of City Planning, Office of Historic Resources (2019).
[125] Ibid.

- Concrete, steel, and glass construction (larger buildings); wood construction (smaller buildings)
- Direct expression of the structural system
- Flat roofs, with or without eaves
- Flush-mounted metal frame windows (often expressed as curtain walls in larger buildings)
- Metal window screens (*brise soleil*), often comprising geometric patterns or motifs
- Minimal surface ornament and decorative details
- Integrated landscapes, often expressed as courtyards or plazas

4. Regulatory Framework

4.1 Definition of Historical Resources

Pursuant to Section 15064.5 of the California Code of Regulations (CCR), Title 14, Chapter 3, the following are considered historical resources for the purposes of CEQA:

1. A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (California Register).

2. A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the California Public Resources Code (PRC), or identified as significant in an historical resource survey meeting the requirements in Section 5024.1(g) of the PRC, shall be presumed to be historically or culturally significant.

3. Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing in the California Register (PRC SS5024.1; Title 14 CCR, Section 4852).

4.2. Federal, State, and Local Evaluation Criteria

National Register of Historic Places

The National Register of Historic Places (National Register) is the nation's master inventory of known historic resources. Created under the auspices of the National Historic Preservation Act of 1966, the National Register is administered by the National Park Service (NPS) and includes listings of buildings, structures, sites, objects, and districts that possess historic, architectural, engineering, archaeological, or cultural significance at the national, state, or local level. As described in National Register Bulletin 15: *How to Apply the National Register Criteria for Evaluation*, in order to be eligible for the National Register, a resource must both: (1) be *significant,* and (2) retain sufficient *integrity* to convey its significance.

Significance is assessed by evaluating a resource against established criteria for eligibility. A resource is considered significant if it satisfies any one of the following four National Register criteria: [126]

A. Associated with events that have made a significant contribution to the broad patterns of our history;

[126] Some resources may meet multiple criteria, though only one needs to be satisfied for National Register eligibility.

B. Associated with the lives of significant persons in our past;

C. Embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction;

D. Has yielded, or may be likely to yield, information important in prehistory or history.

Once significance has been established, it must then be demonstrated that a resource retains enough of its physical and associative qualities – or *integrity* – to convey the reason(s) for its significance. Integrity is best described as a resource's "authenticity" as expressed through its physical features and extant characteristics. Whether a resource retains sufficient integrity for listing is determined by evaluating the seven aspects of integrity defined by the NPS:

1. Location (the place where the historic property was constructed or the place where the historic event occurred);
2. Setting (the physical environment of a historic property);
3. Design (the combination of elements that create the form, plan, space, structure, and style of a property);
4. Materials (the physical elements that were combined or deposited during a particular period of time and in a particular manner or configuration to form a historic property);
5. Workmanship (the physical evidence of the crafts of a particular culture or people during any given period in history or prehistory);
6. Feeling (a property's expression of the aesthetic or historic sense of a particular period of time);
7. Association (the direct link between an important historic event/person and a historic property).

Integrity is evaluated by weighing all seven of these aspects together and is ultimately a "yes or no" determination – that is, a resource either retains sufficient integrity or it does not.[127] Some aspects of integrity may be weighed more heavily than others depending on the type of resource being evaluated and the reason(s) for its significance. Since integrity depends on a resource's placement within a historic context, integrity can be assessed only after it has been established that the resource is significant, and under which criteria.

Generally, a resource must be at least 50 years of age to be eligible for listing in the National Register. Exceptions are made if it can be demonstrated that a resource less than 50 years old is (1) of exceptional importance, or (2) is an integral component of a historic district that is eligible for the National Register.

[127] Derived from NRB 15, Section VIII: "How to Evaluate the Integrity of a Property."

Criteria Consideration G

National Register Bulletin 15 explains that "fifty years is a general estimate of the time needed to develop historical perspective and to evaluate significance. This consideration guards against the listing of properties of passing contemporary interest and ensures that the National Register is a list of truly historic places."[128]

However, the National Park Service acknowledges that on occasion, a resource less than 50 years of age (or a resource that has gained significance within the past 50 years) may merit consideration for listing in the National Register. Criteria Consideration G offers guidance related to the evaluation of properties that may have achieved significance within the past 50 years, setting forth the conditions under which these resources may be eligible for listing. It provides that exceptions to the age threshold may be granted if it can be demonstrated that the individual resource is: (1) of exceptional importance, or (2) an integral component of a National Register-eligible historic district whose other component parts are predominantly 50 years or older.[129]

In justifying exceptional importance for individual resources (*i.e.,* outside of the National Register-eligible historic district context), NRB 15 cites the necessity of comparative analysis. Specifically, it states that "it is necessary to identify other properties within the geographical area that reflect the same significance or historical associations and to determine which properties *best* represent the historic context in question." It continues, "Several properties in the area could become eligible with the passage of time, but few will qualify now as exceptionally important."[130]

California Register of Historical Resources

The California Register of Historical Resources (California Register) is the authoritative guide to the state's significant historical and archeological resources. In 1992, the California legislature established the California Register "to be used by state and local agencies, private groups, and citizens to identify the state's historical resources and to indicate what properties are to be protected, to the extent prudent and feasible, from substantial adverse change."[131] The California Register program encourages public recognition and protection of resources of architectural, historical, archaeological, and cultural significance; identifies historical resources for state and local planning purposes; determines eligibility for historic preservation grant funding; and affords certain protections under CEQA. All resources listed in or formally determined eligible for the National Register are automatically listed in the California Register. In addition, properties designated under municipal or county ordinances, or through local historic resources surveys, are eligible for listing in the California Register.

The structure of the California Register program is similar to that of the National Register, but places its emphasis on resources that have contributed specifically to the development of California. To be

[128] Derived from NRB 15, Section VII: "How to Apply the Criteria Considerations."
[129] The subject building is not an integral component of a National Register-eligible historic district whose other component parts are predominantly 50 years of age or older, therefore this report will not further evaluate the building under this consideration standard.
[130] NRB 15, Section VII: "How to Apply the Criteria Considerations."
[131] California Public Resource (CPR) Code, Section 5024.1 (a).

eligible for the California Register, a resource must first be deemed significant at the local, state, or national level under one of the following four criteria, which are modeled after the National Register criteria listed above:

1. It is associated with events or patterns of events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States; or
2. It is associated with the lives of persons important to local, California, or national history; or
3. It embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of a master, or possesses high artistic values; or
4. It has yielded, or has the potential to yield, information important to the prehistory or history of the local area state or the nation.[132]

Like the National Register, the California Register also requires that resources retain sufficient integrity to be eligible for listing. A resource's integrity is assessed using the same seven aspects of integrity used for the National Register. However, since integrity thresholds associated with the California Register are generally less rigid than those associated with the National Register, it is possible that a resource may lack the integrity required for the National Register but still be eligible for listing in the California Register.

There is no prescribed age limit for listing in the California Register, although California Register guidelines state that "sufficient time must have passed to obtain a scholarly perspective on the events or individuals associated with the resource."[133]

Resources may be nominated directly to the California Register. They are also automatically listed in the California Register if they are listed in or have been officially determined eligible for the National Register. State Historic Landmarks #770 and forward are also automatically listed in the California Register.[134]

There is no prescribed age limit for listing in the California Register, although OHP technical assistance guidelines state that resources less than 50 years old may be considered for listing as long as sufficient

[132] California Public Resources Code SS5024.1, Title 14 CCR, Section 4852.
[133] California Office of Historic Preservation, *Technical Assistance Series #6: California Register and National Register: A Comparison* (Sacramento, CA: California Department of Parks and Recreation, 2001), 3. According to the *Instructions for Recording Historical Resources* (Office of Historic Preservation, March 1995), "Any physical evidence of human activities over 45 years old may be recorded for purposes of inclusion in the OHP's filing system. Documentation of resources less than 45 years old may also be filed if those resources have been formally evaluated, regardless of the outcome of the evaluation." This 45-year threshold is intended to guide the recordation of potential historical resources for local planning purposes, and is not directly related to an age threshold for eligibility against California Register criteria.
[134] California Department of Parks and Recreation, Office of Historic Preservation, *Technical Assistance Series #5: California Register of Historical Resources, The Listing Process* (Sacramento, CA: California Department of Parks and Recreation, n.d.), 1.

time has passed "to obtain a scholarly perspective on the events or individuals associated with the resource."[135]

City of Ojai Historic Preservation Law

The City of Ojai's Historic Preservation Law (Chapter 8, Section 4 *et seq.* of the Ojai Municipal Code) was established in 2019. The Law defines any Landmark as a property, structure, or site that meets one or more of the following criteria:

a) Its character, interest, or value as part of the historic development, heritage, or cultural characterization of the community;

b) Its identification with a person or persons who significantly contributed to the development of the community;

c) Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;

d) Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community;

e) Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;

f) Its embodiment of design elements that make it structurally or architecturally innovative;

g) Its unique location or singular physical characteristics that make it an established or familiar visual feature; and

h) Its suitability for preservation or restoration.

In addition to the above criteria, any structure, property, or site that meets one or more of the above criteria shall also have sufficient integrity of location, design, materials, and/or workmanship to make it worthy of preservation or restoration.[136]

There is no prescribed age limit for listing as a City of Ojai Landmark. Typically, in the absence of age threshold language in local ordinances, California Register guidelines for age are utilized as best professional practices.

[135] California Office of Historic Preservation, *Technical Assistance Series #6: California Register and National Register: A Comparison* (Sacramento, CA: California Department of Parks and Recreation, 2001), 3.
[136] City of Ojai Municipal Code, Chapter 8, Sec. 4-8.07.

5. Evaluation of Historical Significance

5.1. Previous Evaluations and Studies

The subject building at 107 N. Ventura Street is not currently listed in the National or California Registers, or as an Ojai Landmark. It was not identified in the County of Ventura Cultural Heritage Survey, Phase III – Ojai (San Buenaventura Research Associates, 1985) or the Ojai Historic Resources Reconnaissance Survey (San Buenaventura Research Associates, 2009). However, it was identified as potentially eligible as a contributor to the potential local Ojai Civic Center Historic District by the Ojai Historic Preservation Commission in 2019.[137]

5.2. Evaluation of Significance

The building at 107 N. Ventura Street appears individually eligible for listing in the California Register and as an Ojai Landmark for its association with World University and the development of Ojai as a hub for New Age spiritualism in the later postwar period. It also appears significant for its association with noted academic, philosopher, and Theosophist Dr. Benito Reyes. Its period of significance for these associations is 1976 to 1992, reflecting the period during which Dr. Reyes oversaw the foundation and development of the institution, prior to his death and the gradual decline of the university's influence beginning in the mid-1990s. Because the property achieved its significance less than 50 years ago, it does not appear to be eligible for individual listing in the National Register.

Because the residential building (107 W. Matilija Street) on the subject property is ancillary in nature, and its use/function appears to be related to supporting 107 N. Ventura Street since at least the 1940s, it is not evaluated herein for individual eligibility. Thus, further evaluation of the residential building is not included in this report.

Following is an evaluation of the former World University building (107 N. Ventura Street) against federal, state, and local eligibility criteria as well as an assessment of its historic integrity.

National Register of Historic Places and California Register of Historical Resources

National and California Register Criteria A/1: associated with events that have made a significant contribution to the broad patterns of history.

The subject property was evaluated under National/California Register Criterion A/1 for its association with World University and Ojai's New Age spiritual movement of the 1970s and '80s.

Ojai's early 20th century reputation as a spiritual hub attracted various New Age groups to the area in the later postwar period. Founded in 1976, World University represented Dr. Reyes's and other Ojai Theosophical leaders' vision to build a local college campus centered around spiritual studies. While

[137] City of Ojai Administrative Report, Proposed Ojai Civic Center Historic District (OCCHD) Ad Hoc Committee's Progress Report, September 12, 2024, on file at the City of Ojai Community Development Department.

other educational institutions with esoteric religious leanings existed in the area during the time, World University appears to have been the first to focus on higher education. By 1981, the university had an enrollment of over 100 and a core staff of ten professors; it offered bachelor's, master's, and postdoctoral degrees in various fields of the liberal arts, philosophy, psychology, and business, as well as vocational certificates in spiritual ministry, thanatology/astrology, and meditation/yoga. By the late 1980s, the school had begun offering extension classes in Ventura and created the Center for Compassion to help feed local people in need. It had also established an exchange program with other non-traditional institutes around the world. Following Benito Reyes's death in 1992, Dominga Reyes assumed the position of president of World University. While the institution continued to operate at its 107 N. Ventura Street campus, the number of course offerings appears to have begun to decline, and in later years, the school mainly offered distance learning programs. World University closed in 2017 when the institution was issued a letter from the Bureau of Private Postsecondary Education to cease operations of all its degree programs due to lack of accreditation.

Though the property is significant for its association with the abovementioned contexts, it does not appear to be eligible under National Register Criterion A at this time. The property's period of significance begins in 1976, the date World University was founded, and ends in 1992, the year of Dr. Reyes's death, after which the university entered into a period of decline. National Register Bulletin 15 states that properties with a period of significance that extends into a period less than 50 years ago must meet Criteria Consideration G. The period of significance for the subject building falls outside the 50-year age threshold. While the university made important contributions to the proliferation of New Age spiritual thought and practice in an educational setting, it does not rise to the level of exceptional importance as defined by Criteria Consideration G. It was part of a trend of New Age spiritual establishments in Ojai in the late 1960s and '70s, but there is insufficient evidence supporting the conclusion that it was exceptionally significant within that context. It thus does not meet Criteria Consideration G.

However, the California Register does not have a strict 50-year age requirement as does the National Register. The subject property appears to be eligible for listing in the California Register under Criterion 1 for its association with World University and the development of New Age institutions in Ojai in the later postwar era.

National California Register Criteria B/2: associated with the lives of persons significant in our past.

The subject property was evaluated under National/California Register Criterion B/2 for its association with noted academic and Theosophist Benito Reyes, who founded World University at the property with his wife Dominga Reyes in 1976.

Born in Manila, Philippines in 1914, Benito Reyes became involved with the Philippine Theosophical Society through his work with the World Federation of Young Theosophers. In 1948, he graduated from Far Eastern University in Manila with a Master of Arts and a Doctorate in Psychology and was subsequently made chairmen of the school's Department of Philosophy and Psychology. He served in this role for approximately 21 years, during which time he engaged in various guest lecturer opportunities and speaking engagements around the world. During the 1950s and '60s, Dr. Reyes was awarded two Fulbright teaching positions—one from Boston University's Philosophy Department

(1951) and the other from State University of New York in Oswego (1965)—while he continued to guest lecture at other notable institutions. By 1968, Dr. Reyes had left his position at Far Eastern University to become the first president of the University of the City of Manila and helped to expand the school's religion, philosophy, and psychology departments. In the early 1970s, he relocated to Santa Paula to work as the director of studies at the Krotona Institute of Theosophy in Ojai, where he later founded World University in 1976. World University flourished under Dr. Reyes's leadership, with a student population of over 100 and advanced courses in science, philosophy, and religion in Eastern and Western cultures. Throughout the 1980s and until his death in 1992, Dr. Reyes continued to grow the curriculum, promote the school, and recruit new students on his extensive travels to conferences and speaking arrangements around the world.

Despite Dr. Benito Reyes's myriad academic positions, speaking engagements, publications, and leadership roles throughout his decades-long career, the founding of World University at 107 N. Ventura Street in Ojai is arguably his most significant career achievement in terms of his contributions to the study of Theosophy and New Age spirituality. The campus provided him the physical space where he was able to successfully centralize and expand his interdisciplinary Theosophical teachings to a new generation of spiritual leaders over the course of three decades.

Though the property is significant for its association with Dr. Reyes, as described in its evaluation under Criterion A/1, it does not appear to be eligible under National Register Criterion B because its period of significance (1976-1992) falls outside the National Register's 50-year age threshold. While Dr. Reyes appears to have been a significant academic and Theosophist who made important contributions to the advancement of New Age thought and learning, best conveyed through his founding and promotion of World University, the property's association with Reyes does not rise to the level of exceptional importance as defined by Criteria Consideration G.

However, as described under its Criterion A/1 evaluation, the California Register does not have a strict 50-year age requirement as does the National Register. The subject property appears to be eligible for listing in the California Register under Criterion 2 for its association with Dr. Benito Reyes as related to his founding and promotion of World University.

National and California Register Criteria C/3: embodies the distinctive characteristics of a type, period, or method of construction, or that represents the work of a master, or that possesses high artistic values, or that represents a significant and distinguishable entity whose components may lack individual distinction.

Completed in 1951, the subject building was constructed for Ojai's First Baptist Church for use as classrooms, offices, and a social hall. Though it retains some characteristics of the Mid-Century Modern style (horizontal rectangular massing, flat roof with wide eaves, lack of applied ornamentation), it is a very modest interpretation of the architectural idiom and does not possess high artistic values. It was built using typical construction methods and materials from the period, including concrete block and wood windows and doors. It does not embody the distinctive characteristics of Mid-Century Modernism seen in more highly articulated institutional examples of the style, such as an expression of its structural system and flush-mounted windows, extensive use of glazing (i.e. curtain walls), and geometric patterned screens (*brise soleil*). Furthermore, its central landscaped courtyard,

which is a characteristic of Mid-Century Modern institutional properties, was heavily altered with new landscaping, planter beds, and concrete paths in 2017-2018. Though the original architect is unknown, given its modest design and construction, it is unlikely that the building represents the work of a master. For these reasons, the building does not appear to be eligible under National/California Register Criterion C/3.

National and California Register Criteria D/4: has yielded or may likely yield information important in prehistory or history.

ARG did not observe any features on the property that appear likely to yield information important in prehistory or history. In addition, the property has been graded and developed, and its shallow subsurface is unlikely to yield such information. Therefore, based on what can be observed on the site, the property does not appear to be eligible under Criterion D or 4 of the National or California Registers.

City of Ojai Landmark

Local Criterion A: Its character, interest, or value as part of the historic development, heritage, or cultural characterization of the community.

As described in its evaluation against National/California Register Criterion A/1, the subject property appears eligible for its association with World University and the New Age spiritual movement of the 1970s and '80s. Ojai's early 20th century reputation as a spiritual hub attracted various New Age groups to the area in the later postwar period. Founded in 1976, World University represented Dr. Reyes's and other Ojai Theosophical leaders' vision to build a local college campus centered around spiritual studies. While other educational institutions with spiritual leanings existed in the area during the time, World University appears to have been the first to focus on higher education. By 1981, the university had an enrollment of over 100 and offered advanced degrees in a variety of liberal arts and esoteric studies. By the late 1980s, the school had expanded its class offerings to Ventura and established an exchange program with other non-traditional institutes around the world. Following Benito Reyes's death in 1992, the university appears to have entered a state of decline, eventually closing its doors in 2017.

For the above reasons, the subject building appears eligible under Local Criterion A.

Local Criterion B: Its identification with a person or persons who significantly contributed to the development of the community.

As described in its evaluation against National/California Register Criterion B/2, the subject building appears eligible for its association with noted academic and Theosophist Dr. Benito Reyes. Born in Manila in 1914, Dr. Reyes became involved with the Theosophical Society at a young age. He was a recognized as an academic in the fields of religion, philosophy, and psychology; he served as chairman of Far Eastern University's Department of Philosophy and Psychology and president of University of the City of Manila. He held Fulbright teaching positions in philosophy at Boston University and State University of New York in Oswego. After taking a position as director of studies at the Krotona Institute

of Theosophy in Ojai in the early 1970s, Dr. Reyes and his wife Dominga founded World University. Despite his various achievements throughout his decades-long career, the founding of World University at 107 N. Ventura Street in Ojai is arguably his most significant career achievement in terms of his contributions to the study of Theosophy and New Age spirituality in Ojai Valley.

For the abovementioned reasons, the subject property appears eligible under Local Criterion B.

Local Criterion C: Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials.

As described in its evaluation against National/California Register Criterion C/3, the building represents a very modest interpretation of the Mid-Century Modern style. While it possesses some features of the style (horizontal rectangular massing, flat roof with wide eaves, lack of applied ornamentation), it does not embody the distinguishing characteristics of the architectural idiom (structural expression, flush-mounted windows, extensive use of glazing, *brise soleil*). Additionally, its central landscaped courtyard, which is a characteristic of Mid-Century Modern institutional properties, was heavily altered with new landscaping and hardscaping in 2017-2018. Lastly, it was built with undistinguished, typical construction methods and materials of the period (concrete block, wood windows and doors). For these reasons, 107 N. Ventura Street does not appear eligible under Local Criterion C.

Local Criterion D: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community.

As described in its evaluation against National/California Register Criterion C/3, the building's original architect and builder are unknown. However, given its modest design and construction, it is unlikely that it represents the work of a master builder, designer, or architect. Thus, it does not appear eligible under Local Criterion D.

Local Criterion E: Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant.

As stated in its above evaluation against National/California Register Criterion C/3 and Local Criterion C, the building is a very modest example of the Mid-Century Modern style constructed with typical materials of the postwar period (concrete block, wood windows/doors). It does not embody the more distinctive elements of Mid-Century Modern design, detailing, materials, or craftsmanship that would render it architecturally significant. It thus does not appear eligible under Local Criterion E.

Local Criterion F: Its embodiment of design elements that make it structurally or architecturally innovative.

As described in its above evaluation against National/California Register Criterion C/3 and Local Criteria C and E, the building was constructed with typical postwar materials (concrete block, wood windows/doors) and Mid-Century Modern design elements (horizontal rectangular massing, flat roof with wide eaves, lack of applied ornamentation). It does not embody elements of Mid-Century Modern design that are structurally or architecturally innovative. Therefore, it does not appear eligible under Local Criterion F.

Local Criterion G: Its unique location or singular physical characteristics that make it an established or familiar visual feature.

The subject property is located at the corner of two smaller streets (Ventura and Matilija), off Ojai Avenue, the city's main commercial thoroughfare, and just outside of Ojai's downtown civic and commercial center. Furthermore, as described above, the building is very modest in terms of its design and visual appearance and lacks street presence. For these reasons, the property does not have a unique location or singular physical characteristics that make it an established or familiar visual feature. It does not appear eligible under Local Criterion G.

Local Criterion H: Its suitability for preservation or restoration.

The subject building has undergone relatively few alterations since its original construction (1949-1951) and its historic period (1976-1992). Though the property received all new landscaping and new concrete paths and planters/planter beds between 2017-2018, alterations to the building itself have been relatively minor and cosmetic, including replacement of some doors and windows, installation of a new mechanical screen at the rooftop, and removal of interior finishes. Thus, it is suitable for preservation and meets Local Criterion H.

5.3. Evaluation of Integrity

In order for a property to be eligible for listing as a City of Ojai Landmark, it must retain sufficient integrity to convey its historic significance. Set forth below is an evaluation of 107 N. Ventura Street under the seven aspects of integrity established as part of the National Register process.

Location

The building has not been moved from its original location, and therefore retains this aspect of integrity.

Design

Completed in 1951, the building largely reflects is original modest design from when it was constructed. Changes to the building are relatively minor and cosmetic, including the construction of a rear (west) addition, replacement of a few doors and secondary windows, the addition of a mechanical screen at the rooftop, removal of interior finishes, and new landscaping and hardscaping. The building retains the majority of its original design features, including its horizontal, rectangular massing, one-story height, U-shaped plan, flat roof with wide eaves, exposed concrete block exterior walls, and multi-paned wood windows and doors. Thus, it retains this aspect of integrity.

Setting

The building is located in Downtown Ojai, just north of Ojai Avenue, the city's main thoroughfare. The property's immediate setting was historically and is currently composed of low-scale commercial and

institutional properties dating from the 1910s to the post-World War II period. Postwar residential neighborhoods comprise the area further north of the property. The property retains this aspect of integrity.

Materials

While some of the building's materials have been replaced (some windows and doors) and new materials added (faux wood mechanical screen at the rooftop, new concrete paving and plants), the vast majority of the building's historic materials, including its painted CMU walls and most wood windows and doors, remain. Thus, it retains this aspect of integrity.

Workmanship

The building retains its physical features from its historic period, including its original design and most of its historic materials. Thus, the property retains integrity of workmanship.

Feeling

The property retains its character-defining features from its historic period and is recognizable as a postwar institutional/non-residential building. It therefore retains integrity of feeling.

Association

Because the building retains its historic character through its original location, design, most materials, workmanship, and feeling, it maintains its association with Dr. Benito Reyes, World University, and the continued development of Ojai as spiritual hub in the postwar period.

5.4. Character-Defining Features

Following is a list of character-defining features of 107 N. Ventura Street relating to its significance for its association with Dr. Reyes and World University:

- Central open courtyard (landscaping/hardscaping within the courtyard replaced)
- One-story height (double-height volume at the central wing)
- Horizontal, rectangular massing
- U-shaped plan
- Flat roof (including wide eaves at the north and south wings)
- Painted concrete block walls
- Paired and grouped multi-light double-hung wood windows
- Multi-light wood doors

6. Impacts Analysis

6.1. Summary of Historical Resource Findings

Pursuant to Section 15064.5(a)(2) of the State CEQA Guidelines (CEQA Guidelines), the term "historical resource" includes a resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (California Register). 107 N. Ventura Street is eligible for listing in the California Register and as an Ojai Landmark, which satisfies the definition of a historical resource as enumerated by the CEQA Guidelines. There are no other historical resources on the Project Site.

6.2. Significance Thresholds

According to California CEQA Guidelines, a project has the potential to impact a historical resource when the project involves a "substantial adverse change" in the resource's significance. Substantial adverse change is defined as "physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired."[138]

The significance of an historical resource is materially impaired when a project:

a) Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, the California Register of Historical Resources; or

b) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources pursuant to Section 5020.1(k) of the Public Resources Code or its identification in an historical resources survey meeting the requirements of Section 5024.1(g) of the Public Resources Code, unless the public agency reviewing the effects of the project by a preponderance of evidence that the resource is not historically or culturally significant; or

c) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for the purposes of CEQA.[139]

A project that has been determined to conform with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (the Standards) shall generally be considered to be a project that will not cause a significant impact on a historical resource (Title 14 CCR, Section 15064.5(b)(3).

[138] *CEQA Guidelines,* Section 15064.5.
[139] Ibid.

The Standards are a useful analytic tool for understanding and describing the potential impacts of substantial changes to historical resources. However, under California environmental law, compliance with the Standards does not necessarily determine whether a project would cause a substantial adverse change in the significance of a historical resource. Rather, projects that comply with the Standards benefit from a regulatory presumption that they would have a less than significant adverse impact on a historical resource.[140] As stated above, CEQA thresholds for material impairment to the significance of a historical resource is the alteration of the resource "in an adverse manner those physical characteristics of an historical resource that convey its historical significance and that justify its inclusion in, or eligibility for, the California Register of Historical Resources" or in a local register.[141]

6.3. Project Description

The Project proposes the rehabilitation of the former World University building (107 N. Ventura Street) for use as a hotel spa. Proposed site work includes replacement of an asphalt paved parking area at the west end of the property (behind the subject building) with a landscaped courtyard. The Project would include interior remodeling of the building to accommodate dressing rooms, treatment rooms, a gym, steam/sauna rooms, and back of house/service areas. Rooms would receive compatible, contemporary fixtures and finishes, and the subject building's existing floor plan would generally remain the same. Exterior changes to the building would be limited to re-roofing and the removal of the non-original, faux wood mechanical screens on the lower roof wings; replacement of non-original metal light fixtures with new metal fixtures; the addition of a new fence enclosing the central courtyard; and repainting. During the roof replacement, rooftop mechanical equipment will either be relocated off the roof or consolidated and enclosed with a new mechanical screen. The Project does not propose any changes to the residence (107 W. Matilija Street) on the Site.

6.4. Analysis of Project Impacts

As noted above, a project has the potential to impact a historical resource if the project would result in a "substantial adverse change" to its significance. Generally speaking, substantial adverse change is defined as demolition or material alteration in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its inclusion in a federal, state, and/or local register of historical resources.

As discussed above, the building at 107 N. Ventura Street appears eligible for listing in the California Register and designation as an Ojai Landmark. It therefore meets the definition of a historical resource under CEQA.

The Project would not result in the demolition of the subject building. The Project proposes certain changes to the exterior of the building, including re-roofing, removal of non-historic mechanical screens, replacement of non-historic light fixtures, and repainting. The building would continue to retain all of its character-defining features, as follows:

[140] *CEQA Guidelines*, section 15064.5(b)(3).
[141] *CEQA Guidelines*, Section 15064.5.

- Central open courtyard (landscaping/hardscaping within the courtyard replaced)
- One-story height (double-height volume at the central wing)
- Horizontal, rectangular massing
- U-shaped plan
- Flat roof (including wide eaves at the north and south wings)
- Painted concrete block walls
- Paired and grouped multi-light double-hung wood windows
- Multi-light wood doors

The Project would also retain the building's street frontage on Ventura and Matilija streets. Site improvements, including a new landscaped courtyard behind (to the west of) the building and new fencing/gates, would block any significant views of the property.

Because the Project would preserve the building's extant historic features, the building would retain the physical characteristics that account for its eligibility for listing under state and local registration programs.

Compliance with the Secretary of the Interior's Standards

Following is an analysis of all Project components against the Standards for Rehabilitation.

1. *A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.*

The Project complies with Standard No. 1. The former World University building at 107 N. Ventura Street would be given a new use as a spa, which would require no change to any of its distinctive materials, features, spaces, or spatial relationships.

2. *The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.*

The Project complies with Standard No. 2. All of the building's distinctive materials and features, enumerated in the above list of character-defining features (*Section 5.4*), would be retained under the Project. The building would also retain its existing spatial relationships with the residence (107 W. Matilija Street) on the Site as well as its relationship with Ventura and Matilija streets. Thus, the historic character of the property would be retained and preserved.

3. *Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.*

The Project complies with Standard No. 3. No changes that create a false sense of historical development would be undertaken as part of the Project.

4. *Changes to a property that have acquired historic significance in their own right will be retained and preserved.*

Standard No. 4 does not apply to the Project's impact on the subject building. The Project would remove non-historic mechanical screens and light fixtures, which were added in the last five to ten years and have not acquired significance in their own right.

5. *Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.*

The Project meets Standard No. 5. As described in its evaluation under Standard No. 2, the Project would preserve all of the building's distinctive materials, features, finishes, and construction techniques/examples of craftsmanship listed in *Section 5.4*.

6. *Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.*

The Project complies with Standard No. 6. Any deteriorated historic features or materials (roof eaves, wood windows/doors, concrete block exterior walls) identified during the building's rehabilitation would be repaired rather than replaced to the extent feasible. If deteriorated beyond repair, features/materials would be replaced in kind under the guidance of a historic architect meeting the Secretary of the Interior's Professional Qualification Standards.

7. *Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.*

The Project meets Standard No. 7. Chemical and physical treatments will not likely be needed under the Project. However, should any such treatments be required during the building's rehabilitation, they would be undertaken using the gentlest means possible so as to minimize damage to historic fabric.

8. *Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.*

Standard No. 8 does not apply with regard to the Project's treatment of the subject building.

9. *New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work shall be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.*

The Project meets Standard No. 9. Proposed site improvements include the addition of a new fence in front of the subject building's central courtyard off Ventura Street and replacement of a non-historic paved parking area to the west of the building with a new landscaped courtyard. The new fence and west landscaped courtyard would be compatible with the historic character of the property. The new landscaped courtyard would be minimally visible from the street so as to protect the integrity of the

property and its environment. Exterior alterations to the subject building are minimal, including re-roofing, removal of a non-historic mechanical screen, replacement of non-historic light fixtures, and repainting. All of the property's historic materials, features, and spatial relationships would be retained under the Project.

10. *New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.*

The Project meets Standard No. 10. If the new landscaped courtyard to the west/rear of 107 N. Ventura Street were removed in the future, the essential form and integrity of the property and its environment would be unimpaired.

6.5. Summary of Continued Eligibility

The Project would not impair the significance of the former World University building at 107 N. Ventura Street. The subject building would retain all of its character-defining features under the Project that account for its eligibility for listing under state and local registration programs. Furthermore, the Project complies with the *Secretary of the Interior's Standards for Rehabilitation* with regard to its treatment of the subject building. For these reasons, the building would continue to be eligible for listing in the California Register and as an Ojai Landmark after the Project is completed.

7. Conclusion

In conclusion, the Project would not have a significant impact on the former World University building at 107 N. Ventura Street, a historical resource for the purposes of CEQA. The Project includes the rehabilitation of the subject building, which is eligible for listing in the California Register and as an Ojai Landmark. No other historical resources are located on the Project Site.

The Project would not materially impair the significance of the subject building; proposed work would retain all character-defining features of the building. Because the Project would not result in the addition of square footage to the building, and site improvements are largely limited to areas with minimal to no visibility from the public right-of-way, the Project would not result in any indirect impacts to historical resources in the vicinity of the Site. Therefore, the Project would not result in any impacts to historical resources under CEQA.

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World Institute of Avasthology. Accessed March 2025. https://www.avastha.org/.

El Roblar Hotel

Health Spa & Wellness Center

STAMPS

SCOPE OF WORK

THE SCOPE OF WORK INCLUDES:

REMODEL OF EXISTING 7,633 SF COMMERCIAL BUILDING INTO A HEALTH SPA & WELLNESS CENTER TO BE OPERATED IN COORDINATION WITH THE HOTEL EL ROBLAR. EXISTING RESIDENCE AND PARKING FOR RESIDENCE SHALL REMAIN.

REZONE AND GPA FROM PL TO VMU

CONDITIONAL USE PERMIT FOR THE USE OF A HEALTH SPA ASSOCIATED WITH THE HOTEL EL ROBLAR

INTERIOR REMODEL AND EXTERIOR CHANGES TO EXISTING BUILDING TO A HEALTH SPA AND WELLNESS CENTER

REVISION TO EXISTING PARKING TO ELIMINATE THREE PARKING SPACES FOR CONVERSION TO A RETREAT GARDEN

LOT MERGER OF EXISTING LOTS, DEDICATION OF EASEMENT FOR RIGHT OF WAY FOR SIDEWALK PURPOSES ALONG THE PROPERTY'S EASTERN EDGE

CODE ANALYSIS

APPLICABLE CODES:	Intent to comply with 2022 CBC, 2022 CPC, 2022 CMC 2022 CEC, TITLE 24 CAC, 2022 CFC, ADA TITLE III,and current engineering and architectural practices
MIXED OCCUPANCY?	NO
SPRINKLERED REQUIRED?	TBD
OCCUPANCY GROUP:	A-3
TYPE CONSTRUCTION:	V-B
PROPOSED USE:	HEALTH SPA
EXISTING USE:	OFFICE
NEW SF:	0 SF
ALTERATION SF:	7,633 SF
EXISTING SF:	7,633 SF
NUMBER OF STORIES:	1

TABULATIONS

OWNER:		107 VENTURA LLC 107 N VENTURA STREET OJAI, CA 93023	
PROJECT ADDRESS:		107 N VENTURA STREET & 103 W MATILIJA STREET OJAI, CA 93023	
A.P.N.:		021-0-106-040 / 021-0-106-030	
HIGH FIRE ZONE?		YES	
FLOOD ZONE?		NO	
COASTAL ZONE?		NO	
LAND USE ZONE:		P-L	
SETBACKS:			
FRONT:		0 FT	
REAR:		0 FT	
INTERIOR:		0 FT	
LOT AREA:	GROSS:	26,250 SF 0.60 ACRES	
	NET:	26,250 SF 0.60 ACRES	

FLOOR AREA	**NET SF**	**GROSS SF**
COMMERCIAL BUILDING	7,633	8,093
RESIDENTIAL BUILDING	934	1,007
TOTAL EXISTING FLOOR AREA	**8,567**	**9,100**

PARKING

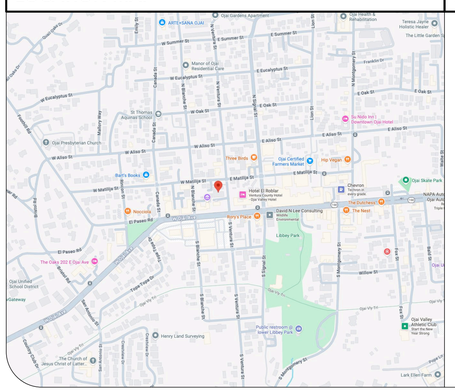
EXISTING	14
PROPOSED	10
REQUIRED	**14**

DRAWING INDEX

GENERAL
G-000 TITLE SHEET
G-001 SITE PHOTOS
G-002 SITE PHOTOS

ARCHITECTURAL
A-100A SITE PLAN
A-100D DEMO SITE PLAN
A-100 SITE / LANDSCAPE PLAN
D-101 DEMO PLAN
A-101 FLOOR PLAN
A-103 ROOF PLAN
A-201 EXISTING EXTERIOR ELEVATIONS
A-202 PROPOSED EXTERIOR ELEVATIONS

LOCATION MAP



FIRE DEPT NOTES

SYMBOLS

WORK POINT,CONTROL PT. OR DATUM PT.

INTERIOR ELEVATION(S)

ELEVATION # SHEET WHERE DRAWN

WINDOW TYPE

DOOR TYPE

REVISION

PARTITION TYPE

Room Name
101
ROOM NUMBER

101
REFERENCE NOTE

SECTION

SECTION IDENTIFICATION SHEET WHERE DRAWN

DETAIL REFERENCE

DETAIL NUMBER SHEET WHERE DRAWN

EXIST. CONTOUR

NEW CONTOUR

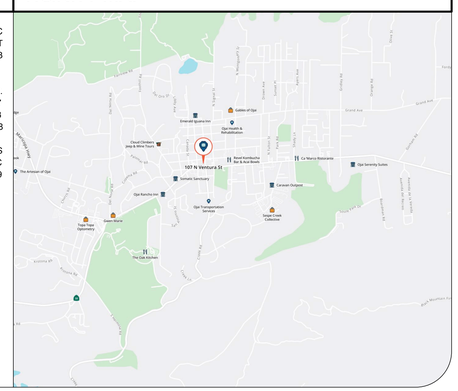
NEW GRADE

EXISTING GRADE

PROFESSIONALS

OWNER	107 VENTURA LLC 107 N VENTURA STREET OJAI, CA 93023
ARCHITECT	ANDRULAITIS+MIXON ARCHITECTS, INC. 2040 ALAMEDA PADRE SERRA, SUITE 107 SANTA BARBARA, CA 93103 805.899.2528
INTERIOR DESIGNER	MAHTE ARCHITECTURE & INTERIORS 737 N WESTERN AVE., SUITE C LOS ANGELES, CA 90029

VICINITY MAP



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2040 ALAMEDA PADRE SERRA SUITE 107
SANTA BARBARA CALIFORNIA 805 899 2528

mahte
ARCHITECTURE AND INTERIORS

Proposed project/remodel for:
El Roblar Hotel
Health Spa & Wellness Center
107 N Ventura Street
Ojai, CA 93023

LICENSE

JOB NUMBER
25.021

CONTENTS
TITLE SHEET

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G-000




















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SITE
PHOTOS

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G-002

MATILIJA STREET

103 W MATILIJA STREET
APN: 21-0-106-030

107 N VENTURA STREET
APN: 21-0-106-040

VENTURA STREET

122 E OJAI AVE
APN: 21-0-106-040

SIGNAL STREET

OJAI AVENUE







EXAMPLES OF WAYFINDING SIGNAGE

1 Site Plan
Scale: 1" = 20'-0"

PATH OF TRAVEL

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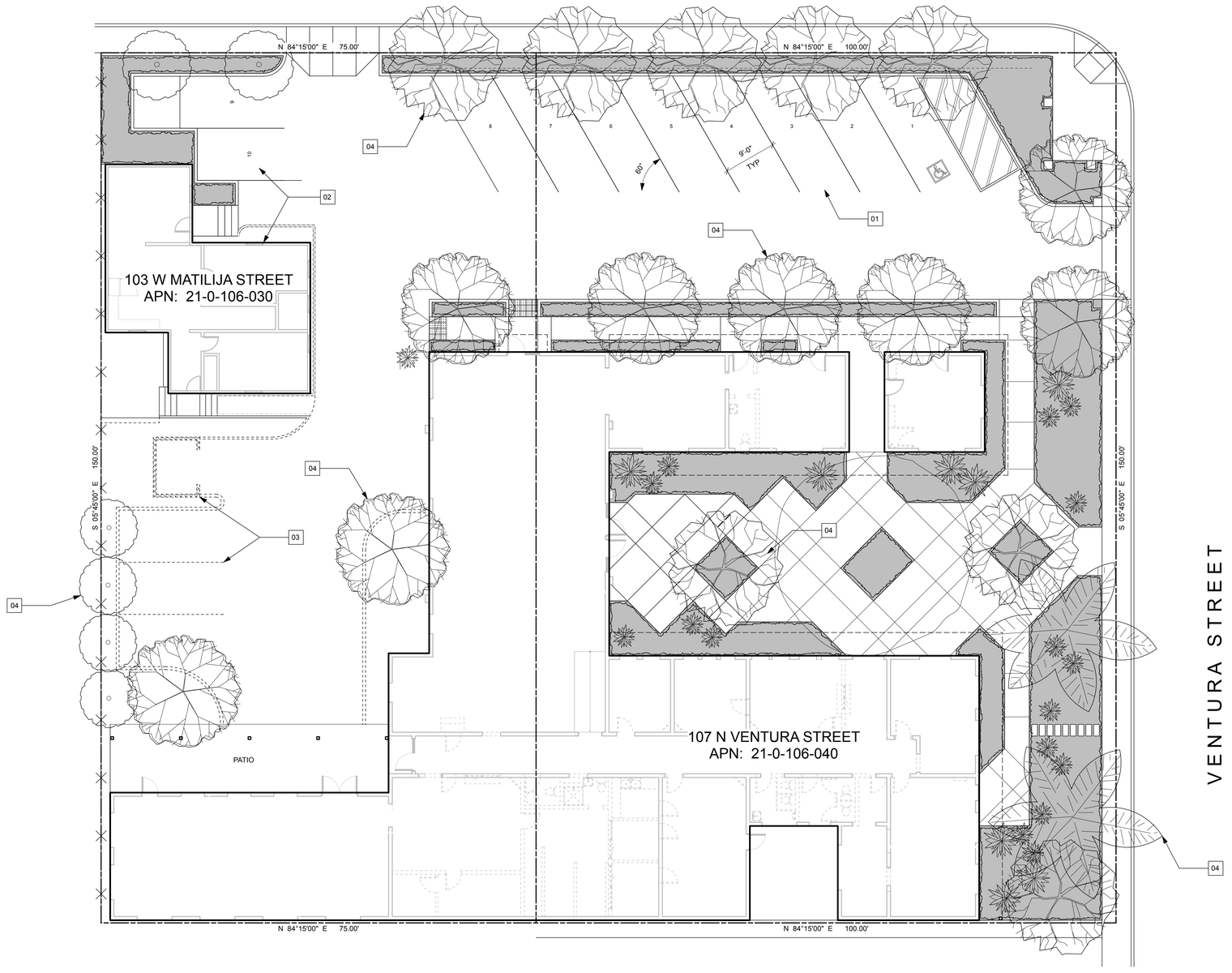
DATE	TYPE
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04.08.26

REVISIONS

NO.	DATE	TYPE

A-100A



1 Demo Site Plan
Scale: 1" = 10'-0"

PLAN NOTES

01 EXISTING PARKING TO REMAIN
02 EXISTING RESIDENCE & PARKING TO REMAIN
03 ELIMINATE PAVING, FOUR PARKING SPACES & TRASH ENCLOSURE
04 (E) LANDSCAPING TO REMAIN

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CONTENTS
DEMO SITE PLAN

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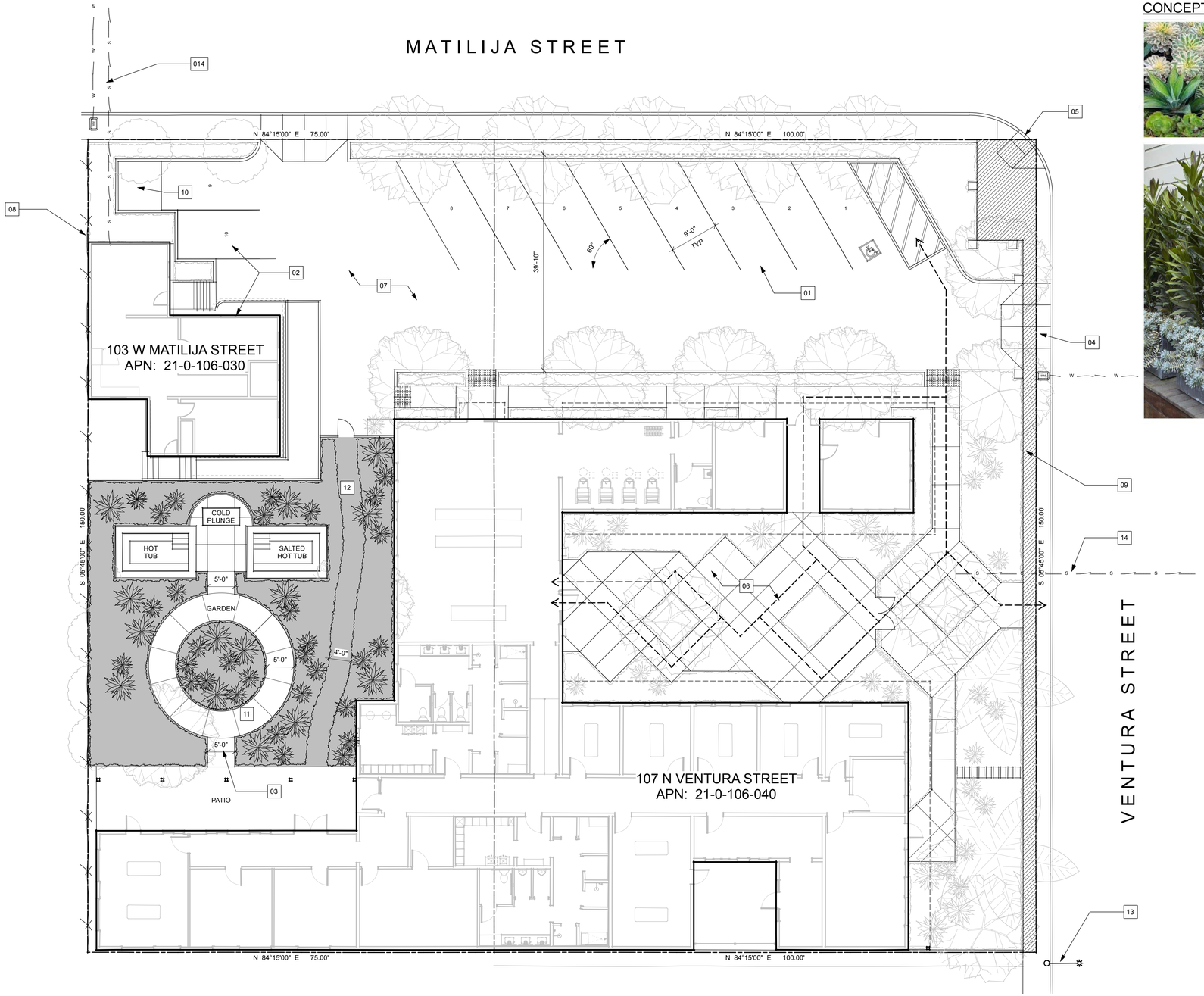
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12.08.25	DRP#1
04.08.26	DRP#2

ISSUE DATE
04.08.26

REVISIONS

NO.	DATE	TYPE

A-100D



1 Site Plan
Scale: 1" = 10'-0"

ADA PATH OF TRAVEL

SITE STATISTICS

LOT COVER	AREA	%
BUILDING	9,100 SF	34.7%
HARDSCAPE	11,215 SF	42.7%
LANDSCAPE	5,935 SF	22.6%
TOTAL	26,250 SF	100.0%

CONCEPTUAL PLANT IMAGERY



CONCEPTUAL PLANT PALETTE

TREES:
CERCIS CANADENSID CAR. MEXICANA - MEXICAN REDBUD
CERCIDIUM X "DESERT MUSEUM" - PALO VERDE
OLEA EUOPEA "MONHER" - FRUITLESS OLIVE
QUERCUS CHRYSOLEPIS - CANYON OAK
OJAI PIXIE TREE

SHRUBS:
ACACIA COGNATA (ACCOGO1) - COUSIN ITT ROVER WATTLE
ELAEOCARPUS DECIPIENS (MONPROUD) - LITTLE EMEROR JAPANESE BLUEBERRRY
FOUQUIERIA SPLEDENS - OCOTILLO
GREVILLEA "SCARLET SPRITE" - GREVILLEA
LEUCADENDRON SPP. - CONEBUSH
PITTOSPORUM TENUIFOLIUM - HOHUHU
DRYOPTEMS ARGUTA - COASTAL WOOD FERN
PELLAEA MUCRONATA - BIRD'S FOOT CLIFFBRAKE

GRASSES:
CAREX DIVULSA - EUROPEAN GRAY SEDGE
CORDYLINE SPP. - CORDYLINE
LOMANDRA LONGIFOLIA "LM300" P.P. #15420 - BREEZE DRARF MAT RUSH
MISCANTHUS SINENSIS "ADAGIO" - ADAGIO MAIDEN GRASS

PERENNIALS:
ASPARAGUS DENSIFLORA "SPREGERI COMPACTA" -
DALEA GREGGII - TRAILING INDIGO BUSH
PHORMIUM SPP. - NEW ZEALAND FLAX
SALVIA SPP. - SAGE

SUCCULENTS:
AEONIUM SPP. - TREE HOUSELEEK
AGAVE SPP. - AGAVE
ALOE SPP. - ALOE
ECHEVERIA SPP. - ECHEVERIA
HESPERALOE SPP. - YUCCA
SEDUM SPP. - STONECROP
SENECIO REPENS - BLUE CHALKSTICKS

VINES:
BAUHINIA GALPINI - RED ORCHID BUSH
DISTICTIS BUCCINATORIA - RED TRUMPET VINE
LONICERA HILDEBRANDIANA - GIANT BURMESE HONEYSUCKLE
BOUGANVILLEA

ALL LANDSCAPING TO MEET LOW WATER WELO REQUIREMENTS

PLAN NOTES

01	EXISTING PARKING TO REMAIN
02	EXISTING RESIDENCE & PARKING TO REMAIN
03	NEW OUTDOOR GARDEN & SPA W/ NEW LANDSCAPING
04	(N) ADA COMPATIBLE DRIVEWAY APRON
05	(E) ADA CURB RAMP @ CORNER
06	(E) CONCRETE PAVING TO REMAIN
07	(E) AC PAVING TO REMAIN
08	(E) 6 FT TALL WOOD CEDAR FENCE ALONG WEST PROPERTY LINE
09	DEDICATION OF EASEMENT FOR RIGHT OF WAY PER CIVIL PLANS
10	RESIDENTIAL TRASH AREA
11	(N) CONCRETE WALK
12	(N) DECOMPOSED GRANITE PATH
13	(E) POWER POLE W/ STREET LIGHT
14	(E) SEWER LATERAL

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CONTENTS
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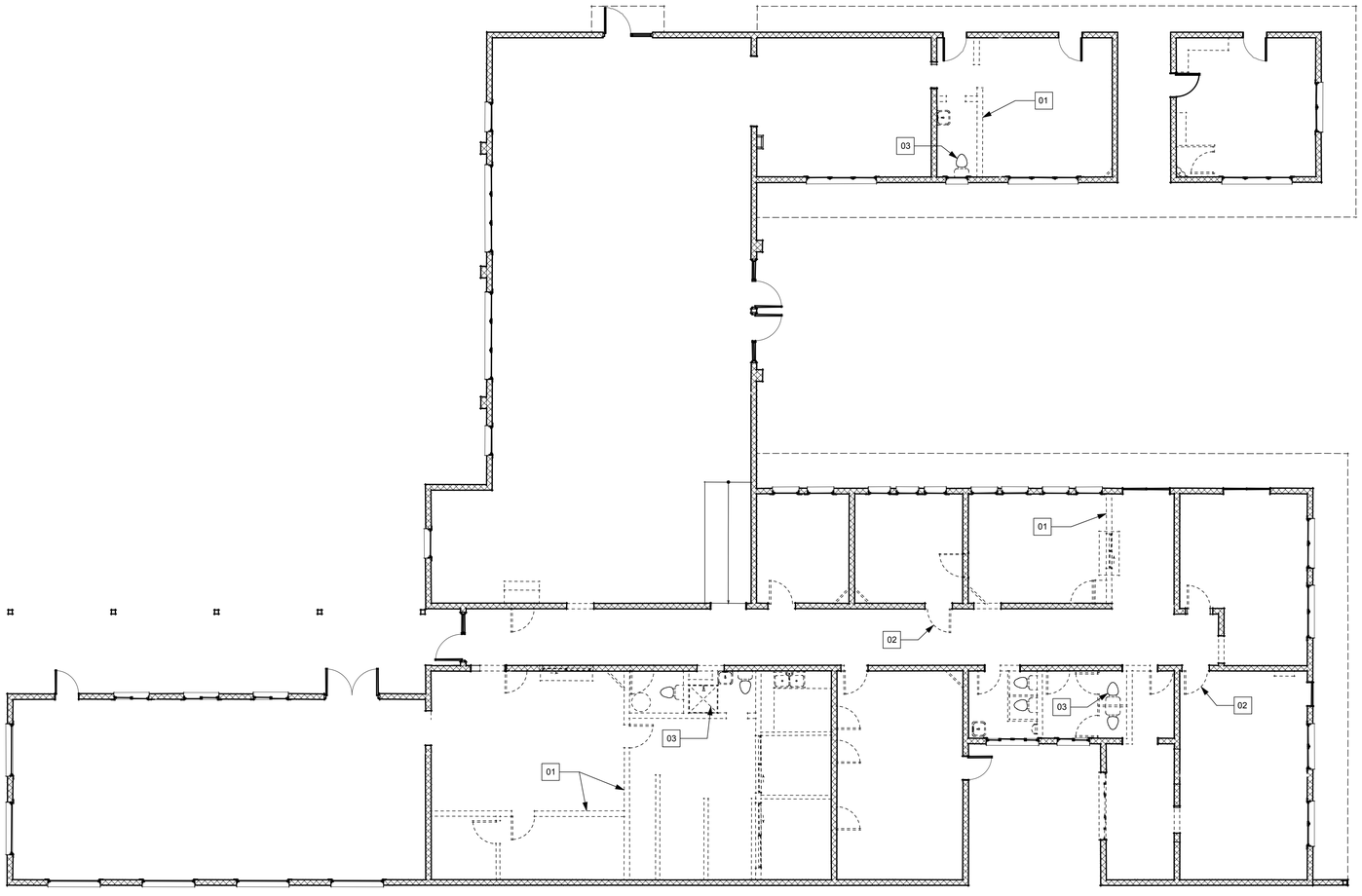
DATE	TYPE
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NO.	DATE	TYPE

A-100



1 Demo Plan
Scale: 1/8" = 1'-0"

DEMO NOTES

01 REMOVE (E) NON-BEARING WALLS
02 REMOVE (E) INTERIOR DOORS
03 REMOVE (E) PLUMBING FIXTURES

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D-101



1 **Floor Plan**
Scale: 1/8" = 1'-0"

BOH — ROOM NAME
345 SF — ROOM AREA
OL=3 — OCCUPANT LOAD
EXIT PATH OF TRAVEL

ENTRY/RETAIL

DRESSING ROOMS

TREATMENT ROOMS

WET AREAS

GYM

BACK OF HOUSE

SERVICE AREAS

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CONTENTS
FLOOR PLAN

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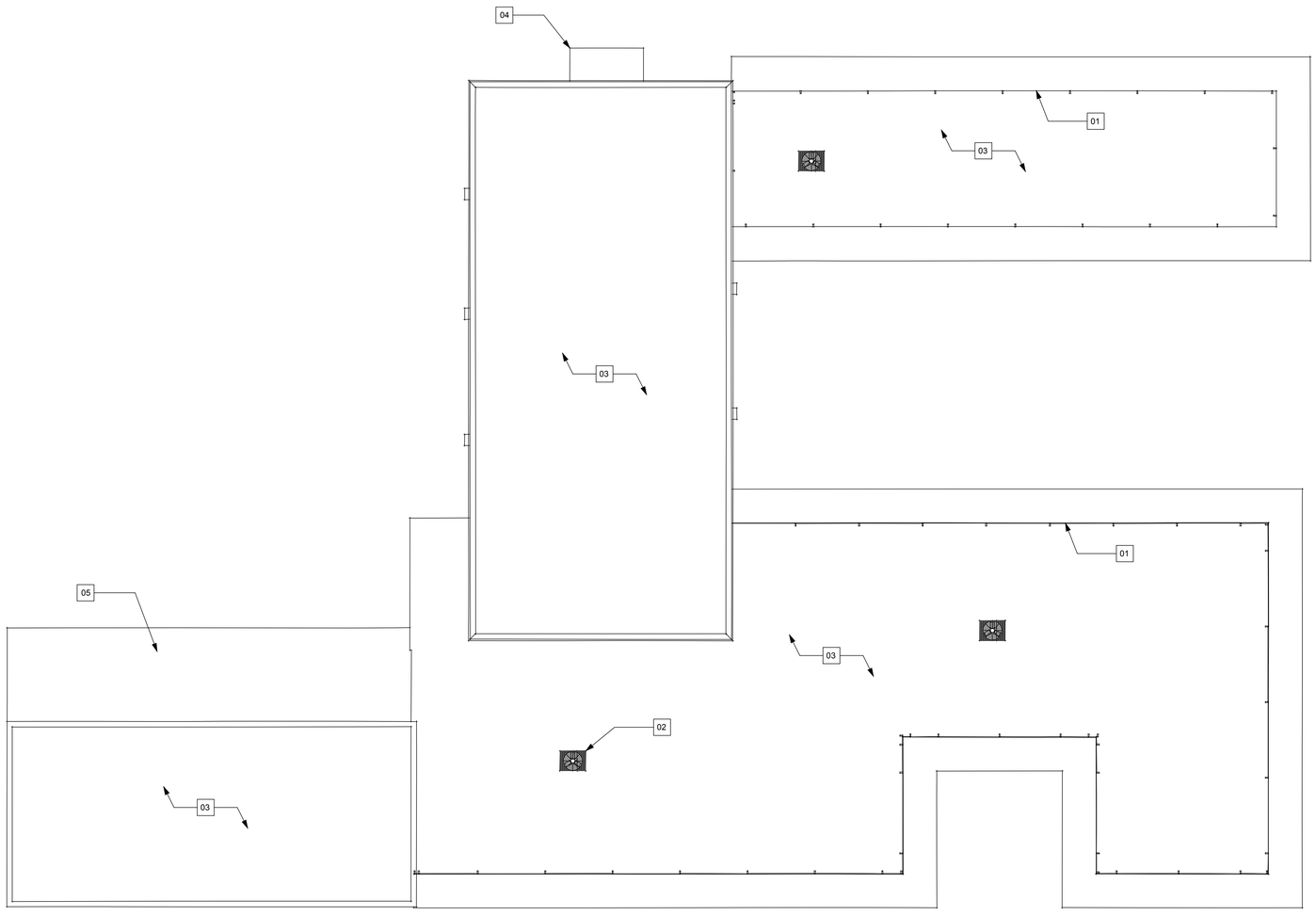
DATE	TYPE
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NO.	DATE	TYPE

A-101



1 Roof Plan
Scale: 1/8" = 1'-0"

ROOF NOTES

01	(E) 3 FT TALL WOOD SLAT EQUIPMENT SCREEN
02	(E) HVAC EQUIPMENT
03	(E) ROOF TO REMAIN
04	(N) CLAY TILE WOOD AWNING
05	(E) CONCRETE ROOF TILE TO REMAIN

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CONTENTS
ROOF
PLAN

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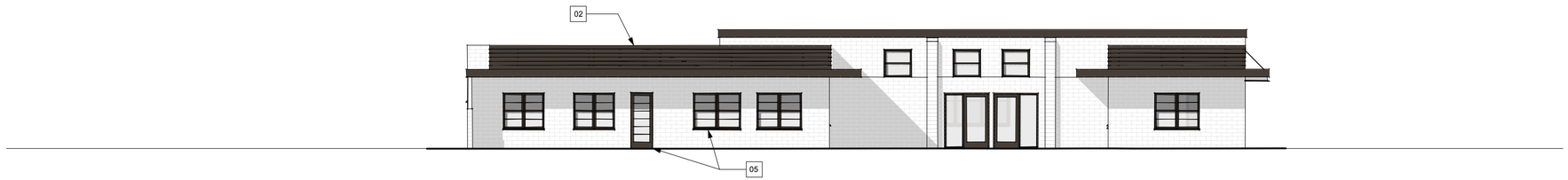
REVISIONS

NO.	DATE	TYPE

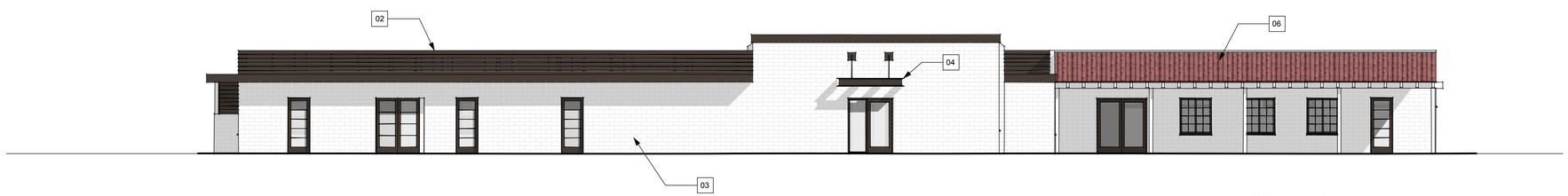
A-103

ELEVATION NOTES

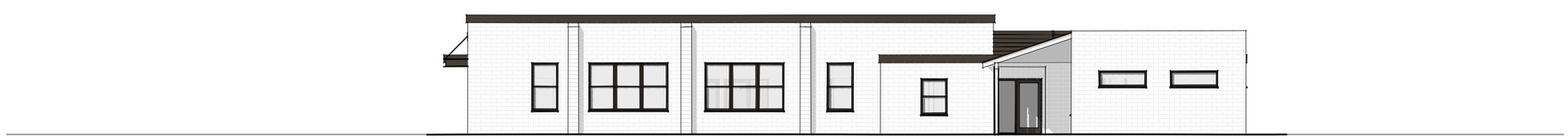
01	7 FT TALL WOOD PRIVACY FENCE
02	(E) 3 FT TALL WOOD SLAT EQUIPMENT SCREEN
03	(E) PAINTED BLOCK WALL
04	(E) STEEL AWNING TO BE REMOVED
05	(E) WINDOWS & DOOR TO REMAIN
06	(E) CONCRETE ROOF TILE TO REMAIN



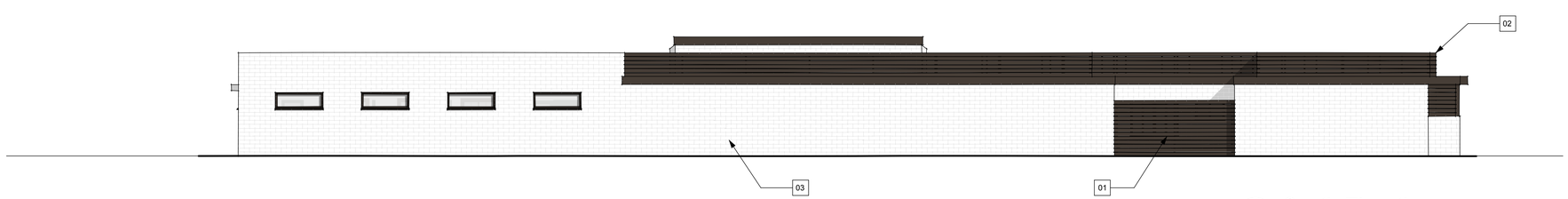
1 East Elevation
Scale: 1/8" = 1'-0"



2 North Elevation
Scale: 1/8" = 1'-0"



3 West Elevation
Scale: 1/8" = 1'-0"



4 South Elevation
Scale: 1/8" = 1'-0"

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CONTENTS
EXISTING EXTERIOR ELEVATIONS

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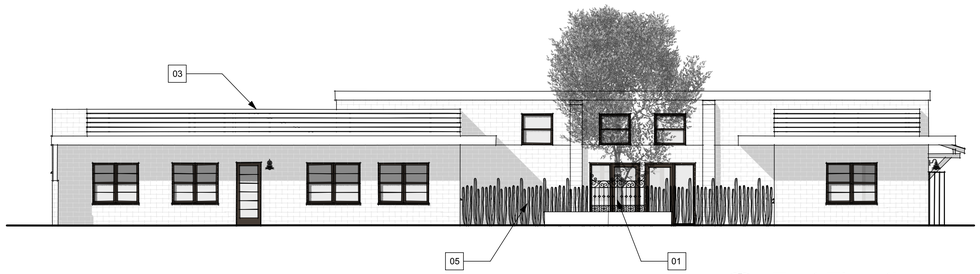
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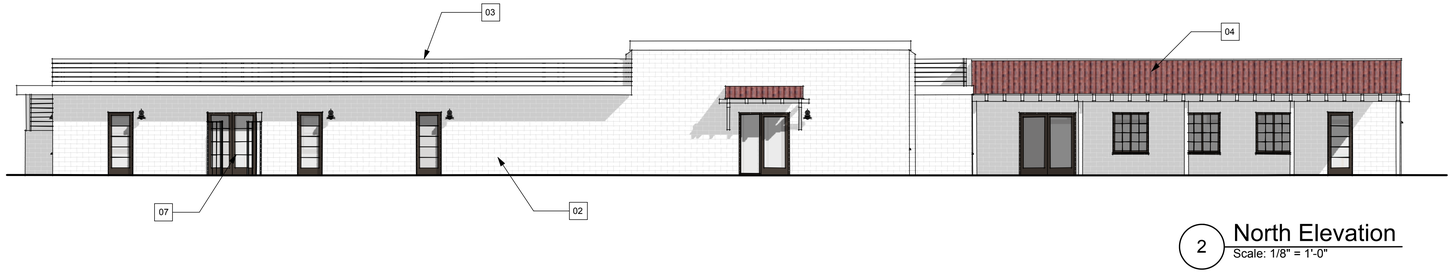
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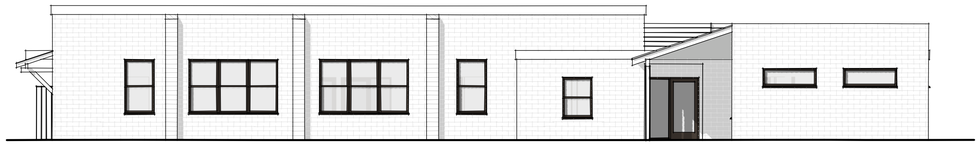
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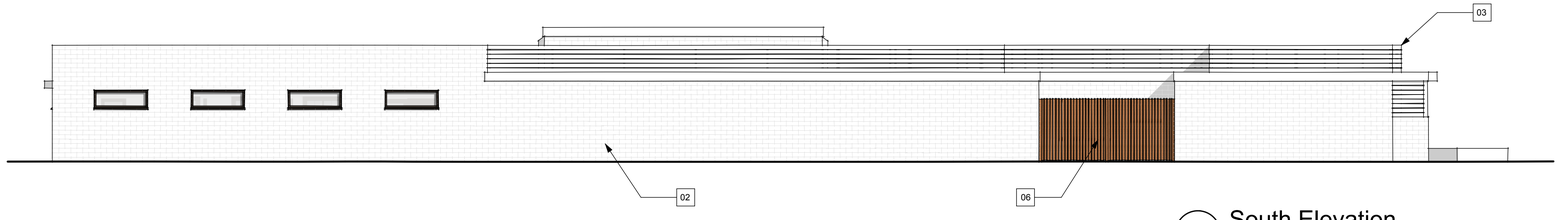
1 East Elevation
Scale: 1/8" = 1'-0"



2 North Elevation
Scale: 1/8" = 1'-0"



3 West Elevation
Scale: 1/8" = 1'-0"



4 South Elevation
Scale: 1/8" = 1'-0"

ELEVATION NOTES

01	5 FT TALL DECORATIVE METAL GATE
02	36" HIGH PAINTED WAINSCOT
03	(E) 3 FT TALL WOOD SLAT EQUIPMENT SCREEN TO BE PAINTED WHITE
04	(E) CONCRETE ROOF TILE TO REMAIN
05	MEXICAN FENCE POST LANDSCAPING (5 FT TALL)
06	7 FT TALL WOOD PRIVACY FENCE
07	6 FT TALL METAL FENCE AND/OR GATE

EXTERIOR FINISHES



WALL SCONCE
HUBBARDTON FORGE
HENRY SMALL DARK SKY
FRIENDLY OUTDOOR SCONCE

BUILDING & TRIM
SHERWIN WILLIAMS
"SHELL WHITE"

WINDOWS & DOORS
SHERWIN WILLIAMS
"ROCKWOOD DARK BROWN"



FENCING
THERMORY
BENCHMARK CLEAR PINE



ROOFING
MCA 2-PIECE ROOF TILE
"CORONA TAPERED MISSION"



LANDSCAPE FENCE
MEXICAN FENCE POST (Lophocereus marginatus)

andrulaitis+mixon
2040 ALAMEDA PADRE SERRA
SANTA BARBARA SUITE 107
CALIFORNIA 805 899 2528

mahte
ARCHITECTURE AND INTERIORS

Proposed project/remodel for:
El Roblar Hotel
Health Spa & Wellness Center
107 N Ventura Street
Ojai, CA 93023

LICENSE

JOB NUMBER
25.021

CONTENTS
PROPOSED EXTERIOR ELEVATIONS

ANDRULAITIS MIXON ARCHITECTS, INC. expressly reserves their common law copyright and other property rights in these plans. These plans are not to be reproduced, changed, or copied in any form or manner whatsoever, nor are they to be assigned to a third party without first obtaining the written permission and consent of Andrulaitis Mixon Architects, Inc. In the event of unauthorized reuse of these plans by a third party, the third party shall hold Andrulaitis Mixon Architects, Inc. harmless.

SUBMITTALS

DATE	TYPE
12.08.25	DRP#1
04.08.26	DRP#2

ISSUE DATE
04.08.26

REVISIONS

NO.	DATE	TYPE

A-202

SW 2808
Rookwood Dark Brown
SW 7042
Shoji White
ROOF TILE
PEWTER

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **September 22, 2026**

SUBJECT: **Concept Review: Vacancy or Second Home Tax (*City Council Direction)***

RECOMMENDATION

1. Discuss the concept of a vacancy or second home tax as a potential funding source for affordable housing programs and development.
2. Provide direction to the City Manager and City Attorney regarding whether staff should further evaluate the concept, including:
    a. Taking no further action on a vacancy or second home tax at this time;
    b. Directing staff to further evaluate a narrowly tailored ordinance, together with associated legal, revenue, and enforcement considerations; or
    c. Providing alternative direction regarding the City's interest in, and approach to, a vacancy or second home tax.

DISCUSSION

At its December 2, 2025 meeting, in connection with an agenda item concerning the Habitat for Humanity project located at 408–410 N. Montgomery Street, the City Council discussed the possibility of a vacancy tax given the City's high percentage of unoccupied second homes, and directed the City Attorney to provide a legal analysis of a vacancy/alternative housing tax.

The City Attorney's Office has evaluated this issue and this Concept Review is intended to give Council an opportunity to discuss the broader policy direction before staff dedicate significant time or resources to developing a specific ordinance. No tax, ordinance, or financial commitment is proposed as part of this item.

OVERVIEW OF LEGAL ANALYSIS

Following an in-depth review of the legal considerations associated with a second home tax, while there is the potential that a tax applicable to all vacant properties (not just residential) may survive judicial review, a tax focused solely on residential properties could conceivably be subject to a successful challenge under California's Ellis Act. This risk is greater in light of the First District Court of Appeal's recent decision in *Debbane v. City and*

County of San Francisco, affirming a trial court's invalidation of San Francisco's Empty Home Tax.

Vacancy Taxes Adopted by Other Communities

San Francisco (Empty Homes Tax / 2022 Measure M). This measure applied to owners of residential units in buildings with more than two units that are kept vacant — unoccupied, uninhabited, or unused — for more than 182 days in a tax year, with tiered rates rising from $2,500 to as much as $20,000 per unit based on size and repeated vacancy. This ordinance was challenged and invalidated (discussed below).

Berkeley (Empty Homes Tax). Substantially similar to San Francisco's, using the same 182-day vacancy definition but with a broader exemption for buildings of four or fewer units.

Oakland (Vacant Property Tax / 2018 Measure W). Applies more broadly to residential, commercial, and undeveloped property, but uses a narrower vacancy definition — property in use fewer than 50 days per year — and taxes vacant parcels at $6,000 (or $3,000 for certain unit types) per year.

By contrast, a 2024 second-home vacancy tax initiative in South Lake Tahoe was rejected by more than 73 percent of voters, illustrating the political sensitivity of such measures.

Key Legal Vulnerabilities

The trial court in *Debbane v. San Francisco*, invalidated San Francisco's ordinance on a number of legal grounds, including the Takings Clause and California's Ellis Act. The court also found that it violated the constitutional right to privacy. On appeal, the Court of Appeal only considered applicability of the Ellis Act and affirmed the invalidation of the ordinance on the basis that a tax that compels a property owner to make a residential property available for rent, violates the Ellis Act.

Before implementing a vacancy tax, the City Attorney's Office would need to further evaluate the potential impacts of the various legal

Compliance with Proposition 218

If Council were to proceed with implementing a new vacancy tax, it would need to comply with all Constitutional requirements related to adoption of general or special taxes. Whether the measure requires majority or supermajority voter approval depends on its classification.

Under Proposition 218, a general tax (revenues available for any governmental purpose) requires majority voter approval, while a special tax (revenues legally earmarked for a specific purpose, such as affordable housing) requires two-thirds approval.

The City of Berkeley structured its tax as a general tax to avoid the supermajority threshold, at the cost of being unable to legally dedicate revenues to housing; San Francisco's and Oakland's earmarked taxes are special taxes subject to the two-thirds requirement.

Enforcement Considerations

If the City were to adopt a vacancy tax, the other consideration is enforcement. Based on a review of what other communities are doing, there are several possibilities for reporting and enforcement for Council consideration:

- Owner self-reporting (annual declarations under penalty of perjury) is the most common approach but depends on voluntary compliance and audit capacity.

- Existing rental-registry data is of limited use in Ojai, because the City's Rent Stabilization ordinance excludes single-family residences and condominiums — the property types most likely to be taxed.

- Utility usage data (near-zero water/electric consumption) can serve as an objective screening tool, though its reliability declines under low-occupancy thresholds and this may not be an option where the City is not the utility provider.

- Tax filings and administrative indicators (out-of-area mailing addresses, absence of a homeowner's exemption) can narrow the pool of potentially taxable properties but are not determinative.

- Code enforcement and complaint-based tools can aid detection in specific cases but are resource-intensive and may raise uneven-enforcement and privacy concerns.

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

OPTIONS
1. Provide direction to staff.

FISCAL IMPACT
There is no direct fiscal impact associated with directing staff and the City Attorney's Office to further investigate a vacancy tax. A more detailed financial analysis and consultant study should be performed if Council is interested in pursuing such a tax to understand the appropriate amount of such a tax, the potential revenue that may be generated, and any limitations on the use of such revenues.

Prepared by: Bethany Burgess, City Attorney

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **September 22, 2026**

SUBJECT: **Concept Review: Fourth of July Celebration (City Council Direction)**

RECOMMENDATION

Discuss the current structure of the community Fourth of July celebration and provide direction to the City Manager regarding whether staff should further evaluate potential changes to the event, including:

1. Continuing the current Fourth of July event structure without City financial participation;
2. Exploring the feasibility of replacing or supplementing the traditional fireworks display;
3. Evaluating the City's future role, if any, in supporting, coordinating, or funding the Fourth of July celebration.

DISCUSSION

The annual Fourth of July celebration is a longstanding community tradition that provides an opportunity for residents and visitors to gather and celebrate Fourth of July. The event, including the organized fireworks display, is currently managed by a community organization. The City does not currently provide a direct financial contribution toward the event.

As community expectations, public safety considerations, environmental concerns, event costs, and available technology continue to evolve, Council may wish to consider whether the current approach remains appropriate or whether alternative models should be explored for future Fourth of July celebrations.

This Concept Review is intended to provide Council with an opportunity to discuss the broader policy direction before staff dedicate significant time or resources to developing a specific proposal. No change to the existing celebration or City financial commitment is proposed as part of this item.

Fireworks

Traditional fireworks have historically served as a central component of many Fourth of July celebrations. At the same time, fireworks can present considerations related to fire risk, emergency response, noise, animals, air quality, debris, and impacts to individuals who may be sensitive to sudden or prolonged loud noises.

Council could direct staff to evaluate whether the organized fireworks display should continue in its current form or whether the City should explore potential restrictions or discontinuation of the display in future years.

If Council is interested in pursuing changes related to fireworks, staff would need to further evaluate applicable legal and permitting requirements, coordination with the event organizer and public safety agencies, and the practical implications of any proposed restrictions.

Drone Light Show Alternative

Drone light shows have increasingly been used as an alternative or supplement to traditional fireworks displays. A coordinated drone show can provide a large-scale visual experience while reducing some of the noise, debris, air quality, and fire-related concerns associated with fireworks.

A drone show would, however, introduce a different set of operational and financial considerations. These could include vendor costs, appropriate launch and viewing locations, Federal Aviation Administration requirements, airspace coordination, security, staffing, weather limitations, and coordination with public safety agencies.

Council could direct staff to obtain preliminary proposals and cost estimates for a drone show and compare those requirements with the existing fireworks model. Staff could also evaluate a hybrid approach that incorporates both drones and a reduced fireworks component.

Event Management and City's Role

The Fourth of July celebration is currently organized and managed by a community organization, and the City does not currently provide direct financial support for the event. This structure allows the celebration to remain community-led while limiting the City's financial and administrative responsibilities.

Council may wish to discuss whether that relationship should continue or whether there is interest in a different level of City participation.

Potential approaches could range from maintaining the current model to providing limited logistical or financial support, partnering more formally with the event organizer, or evaluating a larger City role in the planning and delivery of the celebration.

Any increased City involvement would require additional analysis regarding staffing, liability, contracts, insurance, public safety, permitting, procurement, and budget impacts. A greater City role could also shift responsibilities currently carried by the organization to City staff.

Following Council discussion, staff would use the direction provided to conduct additional research and return to Council with specific options, estimated costs, funding considerations, operational requirements, and recommended implementation timelines for consideration.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 2 - Wildfire Safety and Risk Mitigation
Goal No. 5 - Public Safety
Goal No. 9 - Communication and Relationships

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

FISCAL IMPACT
There is no direct fiscal impact associated with this Concept Review.

Prepared by: Norma Cervantes, Assistant to the City Manager

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **September 22, 2026**

SUBJECT: **Concept Review: Potential City Interest in Soule Park** ***(Requested by Mayor Gilman and Council Member Rule)***

RECOMMENDATION

1. Receive a concept review regarding Soule Park and its potential as a community and recreational resource; and
2. Provide direction to the City Manager regarding whether to initiate discussions with the County of Ventura to explore potential opportunities for greater utilization of Soule Park.

DISCUSSION

Soule Park is an established recreational property located in the Ojai Valley that provides open space and recreational opportunities to residents. Given its location and existing recreational character, the property may present opportunities for broader community benefit and enhanced utilization. The City has already demonstrated an investment in Soule Park through its contribution toward the development of the pickleball courts located at the property.

The purpose of this concept review is to provide the City Council with an opportunity to discuss whether there is City interest in exploring additional opportunities related to Soule Park. At this stage, staff is not proposing a specific project, financial commitment, change in ownership, or operational arrangement. Rather, staff is seeking Council direction as to whether the City Manger should initiate preliminary discussions with the County of Ventura regarding the property and opportunities for its greater utilization.

Preliminary discussions could provide the City with a better understanding of the County's long-term plans for Soule Park, existing operational and contractual considerations, current and potential uses of the property, and whether opportunities exist for the City and County to work collaboratively to increase the community benefit provided by this resource.

Any discussion would be exploratory in nature and would allow staff to better understand opportunities, limitations, costs, responsibilities, and potential benefits associated with greater City involvement. Because any potential arrangement could involve policy, operational, financial, contractual, or jurisdictional considerations, staff believes it is appropriate to obtain Council direction before dedicating additional staff resources or entering into substantive discussions with the County.

Staff would gather information regarding potential options and identify relevant considerations, including governance, maintenance and operations, funding, liability, and existing agreements, capital needs, and potential community uses.

Any specific proposal resulting from those discussions would be brought back to the City Council at a future meeting for consideration and direction. Providing direction to proceed with discussions would not commit the City to acquiring, operating, funding, or otherwise assuming responsibility for Soule Park.

This concept review is intended to determine Council's interest and provide direction regarding whether the City Manager should engage with the County to further evaluate opportunities to maximize the community benefit of Soule Park.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 3 - Arts, Culture and Recreation Funding

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

FISCAL IMPACT
There is no direct fiscal impact associated with the requested authorization to initiate preliminary discussion with the County of Ventura.

Prepared by: Norma Cervantes, Assistant to the City Manager

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **September 22, 2026**

SUBJECT: **Amendments to Professional Services Agreements for Building & Safety, Engineering, Code Compliance and Planning Consultant Services *(Operational Need)***

RECOMMENDATION

1. Approve and authorize the City Manager to execute:
    a. Amendment No. 2 to a professional services agreement with Willdan Engineering for Building Official and Project Compliance Services (Att. A) to extend the term of the agreement for one year through July 31, 2027, and increase the not-to-exceed amount by $425,500 for a new total not-to-exceed amount of $1,047,500, and;
    b. Amendment No. 1 to a professional services agreement with Willdan Engineering for Code Compliance/Enforcement Services (Att. D) to extend the term of the agreement for one year through June 30, 2027, and increase the not-to-exceed amount by $150,000 for a new total not-to-exceed amount of $300,000;

OR

2. Direct staff to appropriate funding for six full-time employees which include one Certified Building Official, one Building Inspector, one Plans Examiner, one City Engineer, one Code Compliance Officer, and one Planning Technician (Project Compliance Coordinator).

If option one or two are not selected (or a combination thereof) then:

3. Provide alternative direction to the City Manager.

DISCUSSION

Recommendation No. 1

The Community Development Department requires licensed and/or trained professionals for building and safety, project compliance, code compliance, and planning services. Contracting with a professional provider allows the City to benefit from trained and

experienced personnel along with specialized equipment to ensure the duties are performed efficiently and effectively.

Building Official Services
The City previously approved a professional services agreement for consultant services with Willdan Engineering to provide a Building Official and related services for the period beginning August 1, 2024 through July 31, 2026, with the option to extend the term for up to an additional one-year period and for a not-to-exceed amount of $540,000 (or $270,000 per year) (Attachment B). The City Council subsequently approved an amendment to this agreement to expand the scope of services to include additional resources for provision of project compliance coordinator services along with an updated fee schedule and an increase to the not-to-exceed amount of $622,000. City staff desires to exercise the one-year extension option to extend the term of the agreement for one additional year and increase the agreement amount by an additional $425,500, for a new total agreement amount of $1,047,500. Of the increased contract amount, $250,000 will be used for building official services (which reflects a $20,000 reduction to the prior years' proposal), and $175,500 will be used for project compliance services.

This contract was originally the result of a competitive solicitation process. In January, 2024, the Community Development Department solicited a request for qualifications for professional services to secure a qualified professional consulting firm to provide routine professional services. The City received four proposals for building and safety and engineering services. Based on those proposals, Community Development staff conducted interviews with the prospective consulting company staff to narrow the field to ensure the future contract staff would be the right fit for our community moving forward. The consulting companies considered included: Bureau Veritas, VCA Code, Willdan Engineering, and Four-Leaf, Inc. All four of these firms exceeded expectations related to providing building and safety and engineering services. After extensive review and consideration, Willdan was selected out of these four companies to continue service and through a two-year contract.

In December 2025, an operational need was identified to bridge the gap from approved projects with conditions of approval in order to ensure those conditions of approval were met. The project compliance coordinator or conditions of approval compliance officer was created as a contract position to bridge this gap and provide much-needed support with code compliance and planning. The contract position was provided as an amendment to the existing building official services contract through Willdan. The position has been very effective with the position reporting directly to the Community Development Director. Staff is recommending this remain through the 2026/27 budget cycle.

Code Compliance/Enforcement Services
The City also entered into a separate agreement for code compliance/enforcement services with Willdan Engineering for a term of one year beginning July 1, 2025 through June 30, 2026, and a not-to-exceed amount of $150,000. This agreement also allows for the extension of the agreement term upon the mutual agreement of the parties in writing. Staff recommends that this agreement be extended for one additional year, and that the agreement not-to-exceed amount be increased by $150,000, for a new total not-to-exceed amount of $300,000. Additionally, staff recommends that the hourly rates in the agreement

be increased from $70 to $75 per hour.

Willdan was also originally selected to perform code compliance services as a result of a competitive process in 2020. At that time, Willdan's pricing was significantly lower than the other proposal (and remains lower to this day than the pricing proposed by the other proposer at that time). Staff is recommending to maintain this service through the 2026/27 budget cycle.

The City Manager has directed that staff to prepare a new competitive solicitation for the award of new contracts forbBuilding official services and project and code compliance services prior to the expiration of these contracts if City Council approves these amendments.

Recommendation No. 2

If the City were to create in-house positions, salary and benefits would be comparable to and identified in the chart below:

In-House Positions

Position	Annual Base Salary + Benefits
Certified Building Official	$228,579
Building Inspector	$175,116
Plan Checker - Engineer	180,375
City Engineer	$333,464
Code Compliance Officer	$173,184
Planning Technician	$154,488
TOTAL	**$1,245,206**

Note, these are estimates and would need to be further evaluated.

Creating in-house positions would require recruitment, employee onboarding, procurement and maintenance of equipment and supplies (vehicles, equipment/tools, safety gear, and regular maintenance of education), office space, and additional administrative oversight.

By contrast, the contracted model provides flexibility to scale service levels up or down (staffing, work hours) as operational needs change, something more difficult to achieve with a fixed in-house staffing model. Contracted services providers supply trained/licensed and experienced personnel, without requiring the City to invest in ongoing training or expanded supervisory beyond reporting directly to the contracted personnel's supervisor. Given these factors, contracting remains the ideal and most cost-effective and efficient approach for the City for the reasons listed above.

With the understanding that the document was prepared by Willdan, Attachment F is an additional opinion of contract vs. in-house services. Should the City Council direct City staff to do so, an independent opinion from a neutral third party could also be obtained for City Council consideration at a future date.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

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

FISCAL IMPACT

Funds are budgeted for contracted professional services in the Community Development Departments fiscal year (FY 26/27) in the amount of $300,000 for building & safety professional services, plan checker services, as well as city engineering services. If additional funds are required before the end of the calendar year, staff will request a mid-year budget adjustment.

Funds are also budgeted for contracted professional services in Measure C for fiscal year (FY 26/27) in the amount of $250,000 for code compliance officer services.

If the City Council chooses Recommendation No. 3, staff recommends returning with a breakdown of each proposed in-house position (or a combination thereof), responsibilities, inclusion in the salary schedule and the estimated appropriation of approximately $1,245,206 for up to six full-time in-house City employees.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S)

A – Amendment No. 2 to Willdan Building Official Services Professional Services Agreement
B – Willdan Building Official Services Professional Services Agreement
C – Amendment No. 1 to Willdan Building Official Services Professional Services Agreement
D – Amendment No. 1 to Willdan Code Compliance Services Professional Services Agreement
E – Willdan Code Compliance Professional Services Agreement
F – Willdan Opinion Contract Vs In-House Services

AMENDMENT NO. 2

TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES ("Amendment No. 2") by and between the CITY OF OJAI, a California municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of the 1st day of August, 2026 ("Effective Date").

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement for Consultant Services with a commencement date of August 1, 2024 ("Agreement") whereby Consultant agreed to perform Building Official administrative services, building inspector services, engineering services as they relate to private development, counter assistance, plan checking, and inspection services ("Services") for two years for a total contract sum of $540,000.00 with the option to extend the Term for up to an additional year.

B. On December 2, 2025, the City Council approved Amendment No. 2 to the Agreement with an effective date of November 18, 2025, to expand the scope of the Services to include project compliance services and increase the not-to-exceed to $622,000.00.

C. City desires to exercise the one-year extension option in order to allow Consultant to continue performing the Services through the period ending July 31, 2027 and to increase the Agreement's not-to-exceed amount by an additional $250,000.00 for Building Official services and $175,500.00 for Project Compliance Officer services, and adjust Consultant's rates.

C. City and Consultant now desire to amend the Agreement to: (1) extend the Term of the Agreement for an additional year; and (2) increase the not to exceed amount by $425,500.00 to cover the costs of the Services to be provided during the extended Term, for a total not-to-exceed contract sum of $1,047,500.00.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 3.4 is hereby amended as follows:

"Termination Date" means July 31, ***2027***~~2026~~.

B. Section 5.2 is hereby amended as follows:

Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total

compensation and costs payable to Consultant under this Agreement exceed the sum of ***One Million, Forty-Seven Thousand, Five Hundred Dollars and No Cents ($1,047,500.00)***~~five-hundred forty thousand dollars~~. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

C. The Approved Fee Schedule is hereby amended to add the following fee schedule for the period covered by this Amendment:

Fee Schedule for Period from August 1, 2026 through July 31, 2027:

Fees for the period from August 1, 2026 through July 31, 2027, shall not exceed a total maximum amount of $425,500.00, including $250,000 for Building Official Services and $175,500.00 for Project Compliance Officer Services.

Title	*Hourly Rate*
Certified Building Official	***$160***
Senior Building Inspector	***$115***
Building Inspector	***$105***
Plan Check Engineer	***$155***
Senior Plans Examiner	***$140***
Plans Examiner	***$130***
CASp Specialist	***$155***
Senior Permit Technician	***$85***
Permit Technician	***$75***
Administrator Assistant	***$65***
Project Compliance Officer	***$75***

Expedited plan review will be billed at 1.35x of our hourly rate. Overtime and holiday inspections will be billed at 1.5x of our hourly rate. Mileage for inspections will be billed at the current IRS Standard Mileage Rate. Willdan reserves the right to increase rates once per year by up to the 12-month percentage change in the Consumer Price Index (CPI) for the area.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 2 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

7. **Incorporation of Recitals.** The recitals stated above are hereby incorporated by reference and made a part of this Agreement as if fully restated herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF OJAI, a municipal corporation

Ben Harvey, City Manager

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Bethany A. Burgess, City Attorney

CONSULTANT:

WILLDAN ENGINEERING

By:
Name: Patrick Johnson
Title: Director of Building and Safety

By:
Name:
Title:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Ojai / *Willdan Engineering)*

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the last date indicated below by and between the City of Ojai, a California municipal corporation ("City"), and Willdan Engineering ("Consultant") (collectively, "parties").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Building Official administrative services, building inspector, engineering services as they relate to private development, counter assistance, plan checking, and inspection services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 "Approved Fee Schedule" means such compensation rates as are set forth in Consultant's fee proposal/schedule to City attached hereto as "Exhibit A" and fully incorporated herein by this reference, and as amended by this Agreement. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.2 "City Agreement Administrator" means City Manager Ben Harvey.

3.3 "Commencement Date" means August 1, 2024.

3.4 "Termination Date" means July 31, 2026.

3.5 "Consultant Project Administrator" means Johnny Goetz, Principal Project Manager, Willdan Engineering.

3.6 "Liquidated damages" means a set or exact amount of money, or a set formula to calculate the amount of money, consultant will owe if it breaches the Agreement in order to compensate the City for losses.

3.7 "Plan Review Schedule" means the schedule included in the Scope of Services (Exhibit A), on page 9, outlining deadlines for the initial review and subsequent reviews for plan review of residential, commercial, and solar projects.

3.8 "Scope of Services" means such professional services as are set forth in Consultant's February 29, 2024 proposal to City attached hereto as "Exhibit A" and fully incorporated herein by this reference.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below. The term of this Agreement may be extended with a one-year extension by mutual agreement of the parties.

5. CONSULTANT'S SERVICES

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of five-hundred forty thousand dollars. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

5.3 Consultant shall perform all work in good faith and with the utmost care, consistent with generally accepted standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of

Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Johnny Goetz shall be Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.

5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit A. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

5.10 Not Applicable.

5.11 The City shall provide a City vehicle to the Consultant for inspection purposes. Consultant shall be reimbursed for mileage if the City vehicle is unavailable for any reason. Subject to the City's written approval, Consultant shall be reimbursed for services provided within this Agreement, including, but limited to, hourly wages for travel to and from the site, lodging and meals per diem, and any overtime pay.

5.12 Consultant may request an increase in the hourly rate annually under the conditions in this Section. Any hourly rate increases shall be proposed in writing to the City. Then, through good faith negotiations, a rate increase may be considered by the parties and must be agreed to in writing signed by the parties. No annual increase may exceed the Consumer Price Index for Ventura County area + five percent.

5.13 As time is of the essence with this Agreement, the Consultant shall provide initial plan review and subsequent review services by the deadlines identified in the Plan Review Schedule. Plans provided by City to Consultant for plan review services after 12:00p.m. shall be considered submitted the following business day. Plans provided by Consultant to City after 4:00p.m. shall be considered submitted the following business day.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. City shall be solely responsible for any reuse of the written products outside of this Agreement. Consultant may take and retain copies of such written products as desired, but shall not seek to copyright such written products.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the

request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents and employees should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the Consultant's negligent performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein. An alleged negligence against the Consultant or its subconsultants shall not trigger the duty to protect the City, its officers, agents and employees.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents and employees and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. An alleged negligence against the Consultant or its subconsultants shall not trigger the duty to protect the City, its officers, agents and employees. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents and employees.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents and employees from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.

11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

11.5 The policy or policies required by this Agreement shall be issued by an insurer authorized to do business in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this

Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees and agents as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, and agents as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City.

11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees and agents shall be in excess of Consultant's insurance and shall not contribute with it.

11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement**.**

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Ben Harvey

City Manager
401 S. Ventura Street
Ojai, CA 93023
Telephone: 805.646.5581
Facsimile: 805.626.5855

If to Consultant:

Patrick Johnson
Willdan Engineering
13191 Crossroads Parkway North
Suite 405
Industry, CA 91746

With courtesy copy to:

Matthew T. Summers, City Attorney
300 South Grand Avenue, Suite 2700
Los Angeles, CA 90071-3137

SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

17.1. City may terminate this Agreement for any reason on thirty calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on sixty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

17.3 Consultant may terminate this agreement by providing City with written notice, at least 90 days in advance of such termination. If this Agreement is terminated by Consultant, Consultant will be compensated for services up to the point of termination, based on the work completed to such date.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibit in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

"City"

Ben Harvey, City

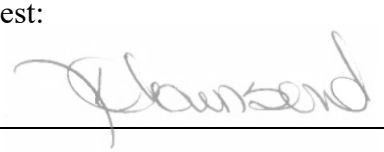
Date: 7/24

"Consultant"
Willdan Engineering

By: _____
Patrick Johnson

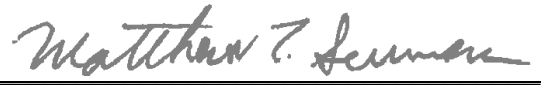
Date: July 23, 2024

Attest:

By 

Date: July 23, 2024

Approved as to form:

By 

Matthew T. Summers, City Attorney

Date: July 24, 2024

“EXHIBIT A”
SCOPE OF WORK

WORKERS' COMPENSATION INSURANCE CERTIFICATE

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

DATE: July 23, 2024

Willdan Engineering
(Contractor)

By: _____
(Signature)

Director of Building & Safety
(Title)

Attest:

By: _____
(Signature)

Administrative Assistant II
(Title)

The work breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The work breakdown structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule.

To monitor labor costs, each person performing work on a project completes a weekly timecard that identifies the project, segment of work, and engineering discipline by code. Man-hour summary reports are developed weekly from the timecards and are issued to our project manager for review. Each project manager then updates the schedule. This simple system provides accountability for Willdan's payroll, billings, and progress reporting and serves as the basis for all cost-related project management data.

Cost Controls

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work.

Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Schedule Controls

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.

Relevant Experience and References

BUILDING & SAFETY

Building Plan Check, Inspection Services and Permit Technician Services

Client Name	*Client Project Manager*	*Project Dates*
City of Rolling Hills Estates 4045 Palos Verdes Dr. North Rolling Hills Estates, CA 90274	**Greg Grammer** City Manager 310.377.1577 gregg@ci.rolling-hills-estates.ca.us	1997 – Present

Services Provided

- Building Plan Check
- Inspection
- Permit Technician

Outcome: Ongoing

Building Official, Plan Check and Inspection Services

Client Name	*Client Project Manager*	*Project Dates*
City of Sierra Madre 232 W Sierra Madre Blvd. Sierra Madre, CA 91024	**Vincent Gonzalez, Director** Planning & Community Preservation 626.355.4239 VGonzalez@cityofsierramadre.com	1999 – Present

Services Provided

- Building Official
- Building Plan Check
- Inspection

Outcome: Ongoing

Building Official and Plan Check Services

Client Name	*Client Project Manager*	*Project Dates*
City of Cudahy 5220 Santa Ana St. Cudahy, CA 90201	**Alfonso Noyola** City Manager 323.773.5143 anoyola@cityofcudahyca.gov	2012 – Present

Services Provided

- Building Official
- Building Plan Check

Outcome: Ongoing

Building Plan Check Services

Client Name	*Client Project Manager*	*Project Dates*
City of Fullerton 303 W. Commonwealth Ave. Fullerton, CA 92832	**Tri Nguyen, CBO, PE** Building Official 714.773.5799 Tri.Nguyen@cityoffullerton.com	2022 – Present

Services Provided

- Building Plan Check

Outcome: Ongoing

Building Plan Check Services

Client Name	*Client Project Manager*	*Project Dates*
City of Tustin 300 Centennial Way Tustin, CA 92780	**Mariam Madjlessi, MS, PE, CBO, CASp** Deputy Building Official 714.573.3109 mmadjlessi@tustinca.org	2020 – Present

Services Provided

- Building Plan Check

Outcome: Ongoing

City of Ojai

Building Plan Check and Inspection Services

Client Name	*Client Project Manager*	*Project Dates*
City of Orange 300 E Chapman Ave Orange, CA 92866	**Evan Zeisel, CBO** Building Official 714.744.7201 ezeisel@cityoforange.org	2020 – Present

Services Provided

- Building Plan Check
- Inspection

Outcome: Ongoing

Building Safety Services

Client Name	*Client Project Manager*	*Project Dates*
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	**T. Jarb Thaipejr** City Manager 909.799.2810 JThaipejr@lomalinda-ca.gov	1980 – Present

Services Provided

- Building Plan Check
- Building Official
- Inspection
- CASp
- Permit Technician
- Stormwater
- Grading Plan Review

Outcome: Ongoing

Building Safety Services

Client Name	*Client Project Manager*	*Project Dates*
City of Banning 99 E. Ramsey St. Banning, CA 92220	**Adam Rush** Community Development Director 760.219.2791 arush@banningca.gov	2019-Present

Services Provided

- Building Plan Check
- Building Official
- Inspection
- CASp
- Permit Technician
- Stormwater
- Grading Plan Review

Outcome: Ongoing

City of Ojai

ENGINEERING SERVICES

Land Development Project Management/Plan Check/On-Call Civil Engineering

Client Name	*Client Project Manager*	*Project Dates*
City of Calabasas 100 Civic Center Way Calabasas, CA 91302	**Robert Yalda** Public Works Director/City Engineer (818) 224-1670 ryalda@cityofcalabasas.com	2007-Present

Services Provided

- Civil Engineering
- Land Development Plan Check
- Subdivision And Map Checking
- Soils And Geological Review and Inspection
- Land Surveying and Special Studies Review

Outcome: Ongoing

Land Development Plan Check

Client Name	*Client Project Manager*	*Project Dates*
City of Ventura 501 Poli Street Ventura, CA 93001	**Chandra Chandrasker** Senior Civil Engineer (805) 654-7714 cchandrashaker@cityofventura.ca.gov	2014-Present

Services Provided

- Land Development Plan Check

Outcome: Ongoing

Land Development Plan Check

Client Name	*Client Project Manager*	*Project Dates*
City of Ridgecrest 100 W. California Ave. Ridgecrest, CA 93555	**Travis Reed** Public Works Director/Acting City Engineer (760) 499-5080 treed@ci.ridgecrest.ca.us	2011-Present

Services Provided

- Land Development Plan Check

Outcome: Ongoing

As-Needed Engineering Services

Client Name	*Client Project Manager*	*Project Dates*
City of Paramount 16400 Colorado Avenue Paramount, CA 90723	**Adriana Figueroa** Director of Public Works (562) 220-2020 afigueroa@paramountcity.com	1978-Present

Services Provided

- Civil Engineering
- Structural Engineering
- Traffic and Transportation Engineering
- Electrical Engineering
- Mechanical Engineering
- Geotechnical Engineering
- Environmental Planning
- Utility Investigation and Locating
- Landscape Architecture
- Geographic Information System (GIS)
- Engineering Design Review
- Staff Support Services
- Land Survey and Mapping
- Construction Management & Inspections
- Labor Compliance
- Grant Funding Administration
- Grant Writing

Outcome: Ongoing

City of Ojai

As-Needed Engineering Services

Client Name	*Client Project Manager*	*Project Dates*
City of Inglewood One Manchester Boulevard Inglewood, CA 90301	**Peter Puglese** City Principal Traffic Engineer (310) 412-5333 ppuglese@cityofinglewood.org	2003-Present

Services Provided

- Civil Engineering
- Structural Engineering
- Traffic and Transportation Engineering
- Electrical Engineering
- Mechanical Engineering
- Geotechnical Engineering
- Environmental Planning
- Utility Investigation and Locating
- Landscape Architecture
- Grant Funding Administration
- Grant Writing
- Engineering Design Review
- Staff Support Services
- Construction Management and Inspections
- Labor Compliance
- Survey/Right-of-Way/Map Check

Outcome: Ongoing

As-Needed Engineering Services

Client Name	*Client Project Manager*	*Project Dates*
City of La Puente 15900 East Main Street La Puente, CA 91744	**John DiMario** Development Services Director (626) 855-1517 jdimario@lapuente.org	1996-Present

Services Provided

- Civil Engineering
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- CIP Construction Support Services
- Grant Writing and Application
- Grant Funding Administration
- Storm Water/Drainage/NPDES Program
- Survey/Right-of-Way/Map Check
- Landscape Architecture
- Utility Investigation and Locating
- Landscape Architecture
- Infrastructure Operations and Maintenance
- Subcontractor/Subconsultant Procurement and Management
- Encroachment Permit and Inspection
- Architectural Services
- Environmental Engineering/Documentation
- Construction Management and Inspections
- Labor Compliance

Outcome: Ongoing

Attachments

Per the City's response, the letter regarding the Professional Services Agreement and Disclosure of Employee Relationships and Financial Interests and Certificate of Non-Discrimination are not required to be submitted.

Fee Proposal

SERVICE PROVIDED	HOURLY RATE
Project Manager	$160/hour
Building Official	$155/hour
Engineering Plans Examiner	$135/hour
Plans Examiner	$130/hour
CASp Plan Review & Inspection	$130/hour
Building Inspector	$105-$115/hour
Senior Building Inspector	$115-$125/hour
Permit Technician	$80/hour
Senior Permit Technician	$90/hour
Administrative Assistant	$70/hour
Fire Plans Examiner	$130/hour
Fire Inspector	$115-$125/hour

** Rates will not increase through June 30, 2024. If the Agreement is extended beyond June 30, 2024, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for Ventura County area and five percent.

** The City of Ojai agrees to travel cost reimbursement to Willdan Engineering pertaining to the services provided. Travel cost reimbursement shall include but not limited to the following: Mileage at the current IRS rates, hourly wages for travel to and from the site (NTE 8 hours per round trip), lodging and meals per diem rates (GSA) for Ventura County, and any overtime pay as stated in the proposal dated November 8, 2023.

WILLDAN

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

DESIGN ENGINEERING	
Technical Aide I	$77
Technical Aide II	$100
Technical Aide III	$120
CAD Operator I	$126
CAD Operator II	$146
CAD Operator III	$162
GIS Analyst I	$164
GIS Analyst II	$180
GIS Analyst III	$191
Environmental Analyst I	$140
Environmental Analyst II	$157
Environmental Analyst III	$166
Environmental Specialist	$180
Designer I	$168
Designer II	$174
Senior Designer I	$184
Senior Designer II	$193
Design Manager	$191
Senior Design Manager	$198
Project Manager I	$177
Project Manager II	$197
Project Manager III	$207
Project Manager IV	$223
Principal Project Manager	$227
Program Manager I	$197
Program Manager II	$209
Program Manager III	$228
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Assistant Engineer IV	$170
Associate Engineer I	$179
Associate Engineer II	$186
Associate Engineer III	$190
Senior Engineer I	$194
Senior Engineer II	$198
Senior Engineer III	$201
Senior Engineer IV	$204
Supervising Engineer	$209
Traffic Engineer I	$209
Traffic Engineer II	$223
City Engineer I	$223
City Engineer II	$227
Deputy Director	$231
Director	$237
Principal Engineer	$257

PLANNING	
CDBG Technician	$82
CDBG Specialists	$98
CDBG Analyst	$116
CDBG Coordinator	$144
CDBG Manager	$174
Housing Programs Coordinator	$144
Planning Technician	$123
Assistant Planner	$154
Associate Planner	$168
Senior Planner	$191
Principal Planner	$198
Planning Manager	$211
Deputy Director	$231
Director	$237

ADMINISTRATIVE	
Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133
Project Accountant I	$107
Project Accountant II	$125
Project Controller I	$133
Project Controller II	$150

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$139
Labor Compliance Manager	$174
Utility Coordinator	$167
Office Engineer I	$140
Office Engineer II	$159
Assistant Construction Manager	$152
Construction Manager	$176
Senior Construction Manager	$191
Resident Engineer I	$198
Resident Engineer II	$206
Project Manager IV	$223
Deputy Director	$231
Director	$237

INSPECTION SERVICES	
Public Works Observer **	$125
Public Works Observer ***	$151
Senior Public Works Observer**	$136
Senior Public Works Observer ***	$151

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$143
Survey Analyst II	$164
Senior Survey Analyst	$187
Supervisor - Survey & Mapping	$197
Principal Project Manager	$227

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$146
Associate Landscape Architect	$168
Senior Landscape Architect	$184
Principal Landscape Architect	$195
Principal Project Manager	$227

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Rev V02 05.12.2023

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

GEOTECHNICAL	
Soil Technician (Prevailing Wages)**	$145
Sr. Soil Technician (Prevailing Wages)**	$145
Geologist II	$185
Supervising Geologist	$209
CAD Operator II	$146
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Senior Engineer I	$194
Senior Engineer II	$198
Senior Engineer III	$201
Supervising - Lab Inspector	$137
Field Operations Manager	$147
Supervising Engineer	$209
Principal Project Manager	$227
Principal Engineer	$257
SPECIAL INSPECTION	
Special Inspection (Prevailing Wages)**	$151
Supervisor	$165

ADMINISTRATIVE	
Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133
EXPERT WITNESS	
Principal Engineer/Geologist	$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2023 thru June 30, 2024, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent. For prevailing wage classifications, the increase will be per the prevailing wage increase set by the California Department of Industrial Relations.

Rev 5.30.2023 V02

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Non-Prevailing Wage Schedule of Hourly Rates

Effective July 1, 2023 to June 30, 2024

GEOTECHNICAL	
Soil Technician (Non-Prevailing Wages)**	$95
Sr. Soil Technician (Non-Prevailing Wages)**	$116
Geologist II	$185
Supervising Geologist	$209
CAD Operator II	$146
Assistant Engineer I	$137
Assistant Engineer II	$153
Assistant Engineer III	$161
Senior Engineer I	$194
Senior Engineer II	$198
Senior Engineer III	$201
Supervising - Lab Inspector	$137
Field Operations Manager	$147
Supervising Engineer	$209
Principal Project Manager	$227
Principal Engineer	$257

SPECIAL INSPECTION	
Special Inspection (Non-Prevailing Wages)**	$93
Supervisor	$165

ADMINISTRATIVE	
Administrative Assistant I	$95
Administrative Assistant II	$114
Administrative Assistant III	$133

EXPERT WITNESS	
Principal Engineer/Geologist	$420

**For inspectors/soil technicians there is a four-hour minimum. Any hours worked more than the four-hour minimum will be charged at the eight-hour daily rate. Same day cancellations will be charged as a four-hour minimum.

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation. Travel time to and from the job site will be charged at hourly rates for the appropriate personnel.

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care.

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Rev 05.30.2023 V02

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WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet

Effective July 1, 2023 to June 30, 2024

Identification and Index Properties			
In-situ Moisture and Density (ASTM D2937)	$32	per	Test
Grain Size Analysis – Sieve Only (ASTM D6913)	$131	per	Test
Grain Size Analysis – Sieve & Hydrometer (ASTM D6913 & D7928)	$230	per	Test
Percent Passive #200 Sieve (ASTM D1140)	$90	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	$210	per	Test
Atterberg Limits – One Point (ASTM D4318)	$100	per	Test
Specific Gravity (ASTM D854)	$110	per	Test
Sand Equivalent (ASTM D2419)	$100	per	Test
Compaction and Bearing Strength			
Modified Proctor Compaction – Method A or B (ASTM D1557)	$220	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	$250	per	Test
Compaction (CTM 216)	$225	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	$550	per	Test
R-Value	$300	per	Test
Shear Strength			
Torvane / Pocket Penetrometer	$22	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080)	$105	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	$200	per	Test
Unconfined Compression (ASTM D2166)	$152	per	Test
Unconsolidated-Undrained (UU)	$230	per	Test
Consolidation, Collapse and Swell			
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	$200	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	$37	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	$68	per	Test
Collapse Test – Single Point	$100	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	$89	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	$89	per	Test
Remolded Sample per Specimen	$68	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	$158	per	Test
Laboratory Permeability			
Constant Head (ASTM D2434)	$268	per	Test
Falling Head Flexible Wall (ASTM D5084)	$325	per	Test
Triaxial Permeability (EPA 9100)	$383	per	Test
Chemical Tests			
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	$200	per	Test
Organic Contents (ASTM D2974)	$99	per	Test
Asphalt Tests			
Extraction / Asphalt (CTM 382)	$221	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$383	per	Test
Wash Gradation (CTM 202)	$125	per	Test

WILLDAN

WILLDAN GEOTECHNICAL / MATERIALS TESTING

Unit Testing Rate Sheet

Effective July 1, 2023 to June 30, 2024

Concrete			
6"x12" & 4"x8" Cylinder Compression Test (ASTM C39)	$26	per	Test
2", 4" & 6" Diameter Cores Compression Test	$26	per	Test
3"x6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	$26	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	$53	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	$42	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	$47	per	Test
Masonry			
2"x4" Mortar Cylinder Compression Test (ASTM C780)	$26	per	Test
2"x2" Mortar Cube Compression Test (ASTM C109)	$26	per	Test
3"x6" Grout Prism Compression Test (ASTM C1019)	$26	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	$175	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	$250	per	Test
Steel Reinforcement			
Tensile or Bend Test, up to #8 (ASTM A370)	$58	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	$74	per	Test
Tensile or Bend Test, #14 (ASTM A370)	$95	per	Test
Fireproofing			
Unit Weight (UBC 7-6)	$53	per	Test
Cohesion / Adhesion (UBC 7-6)	$63	per	Test
Non-Destructive Testing (NDT)			
Dye Penetrant Testing	$137	per	Hour
Ultrasonic Testing	$137	per	Hour
Magnetic Particle Testing	$137	per	Hour
Radiographic Testing			Quote
Administrative Services			
Sample Pickup from Field	$68	per	Trip
Mix Design Review	$331	per	Mix
Lab Test Report	$26	per	Report
Field Vehicle Usage (by Soil/Asphalt Technician)	$6	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	$58	per	Hour

Appendix

The following pages contain comprehensive resumes for our proposed key team.

BUILDING & SAFETY RESUMES

Patrick Johnson, PE, CBO

Director of Building and Safety

Profile Summary

Education: University of Iowa, Iowa City, IA
Bachelor and Science, Structural Engineering
California State Polytechnic University-Pomona
Master of Engineering

Registration: California Professional Engineer, CE#67960
Arizona Professional Engineer, CE#50435
Colorado Professional Engineer, CE#43704
Nevada Professional Engineer, CE#20699
ICC Building Official
ICC Plans Examiner
ICC Building Inspector

Experience: 22 Years

Mr. Patrick Johnson has 22 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with City managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Relevant Project Experience

Building Official Services, Cities of Banning, Big Bear Lake, Highland, Loma Linda, March JPA, and Rancho Mirage, CA. Building Official. Responsible for working directly with the City Manager to plan, organize, direct, and administer the activities and operation of the Building and Safety Department, including building inspections, inspection of construction, and the general rehabilitation or repair of commercial, residential and industrial properties. Oversee the review of building plans, calculations and specifications for proposed structures. As the administrator of Building and Safety, approve all construction plans to ensure they meet building codes and regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction codes and ordinances for public safety. Supervise, train, and evaluate and; monitor and coordinate work. Oversee staff engaged in the preparation and maintenance of records of plans, inspection processes, letters and reports prepared or used in connection with building inspections; respond to questions from property and building owners; and interpret codes.

Johnny Goetz, CBO

Building & Safety Lead

Profile Summary

Education: University of California, Los Angeles
Project Management

Registration: ICC Building Official
ICC Building Inspector
ICC Commercial Building Inspector
ICC Residential Building Inspector
CALGreen Inspector
Certified Sustainability Professional
OSHA 10 and 30-hour Certified
FEMA 100, 200, 700, & 800 Certified

Experience: 27 Years

Mr. Johnny Goetz is an experienced construction industry executive with a strong history of timely execution of large-scale initiatives involving many stakeholders. He is a seasoned leader having supervised teams of inspectors, project managers, architects, engineers and designers with strengths in communication, management of customer relationships, strong budget oversight and control, and a deep knowledge of building, state, and local codes.

Relevant Project Experience

Director of Operations, Woodland Hills, CA. Mr. Goetz managed the construction, renovation and capital improvements process for projects ensuring on budget and timely completion. He was responsible for improving on time performance and programs. He has a standard use of internal tracking system (naming conventions, QA/QC processes) and established a standard comment letter template to be used by all offices and was responsible for writing city / council reports. Mr. Goetz mentored and trained early staff and establish and a new client kick off document to be used by all offices. He was the direct report for all offices and support staff as needed. Mr. Goetz attended weekly jurisdictional meetings and was responsible for attending all CALBO, AZBO, EDU Code, and ICC Code hearings and ABM's.

Chief Building Official/Senior Plans Examiner, Woodland Hills, CA. Mr. Goetz managed the construction, renovation and capital improvements process for projects ensuring on budget and timely completion. He was responsible for doing plan review on a variety of projects. He was the in-house Building Official for multiple cities; performed Business Development as required; responsible for training in house inspection staff; responsible for writing city / council reports; attended weekly jurisdictional meetings; and was responsible for attending all CALBO.

Municipal Experience

Town of Truckee; Town of Mammoth Lakes; Mammoth Lakes Fire Department
Served as the Chief Building Official for the Town of Truckee from 2013–2018. Was responsible for daily activity within the Building Division including permit issuance, plan check, inspections, and code compliance activity. From 2003–2013 served as the Assistant BO/Solid Waste Coordinator for the Town of Mammoth Lakes where responsibilities included oversight of permit issuance, plan check, and inspection as well as supervision of the Building Division Budget and Code Compliance Workgroup coordination. Furthermore, was an Engineer with the Mammoth Lakes Fire Department from 2005–2013.

Eric Simonson, CBO

Plan Check Engineer | Inspector

Profile Summary

Education: Aspire College, Sacramento

Registration: ICC Building Official # 5107388-CB
ICC Building Inspector # 5107388-B3
ICC Plans Examiner # 5107388-B5
ICC Certified Journeyman Electrician # 000-12-8337
Accessibility Inspector/Plans Examiner # 5107388-21
California General Contractor License # 774476

Experience: 23 Years

Mr. Eric Simonson has over 23 years of experience in the construction industry. He is a seasoned Chief Building Official with extensive community development experience. Mr. Simonson values integrity, initiative, fiscal responsibility, focus and experience.

Relevant Project Experience

Construction Building Inspector, Building Services Manager, Placer County (Auburn and Tahoe, CA), Placer County Community Development Resource Agency. Major Functions: Management of the Building Services Division programs and operations in both Auburn and Tahoe offices. Serve as acting Deputy Director in the absence of the Director. Building design, construction, inspection, plans examination, permit application, code compliance and enforcement, and cannabis regulation.

- Daily oversite of the Building Services Division.
- Development and implementation of the division's work plan, goals, objectives, policies, and procedures.
- Prepares budget and controls expenditures.
- Technical advisor to internal County staff, management, and external organizations on building, fire, and code compliance policies.
- Develop and maintain workflow for plan check operations
- Residential and Commercial building inspection; train and mentor inspectors
- Appointment and development of personnel; provide and coordinate staff training; conduct performance evaluations.
- Serve as County liaison with other regulatory agencies, Special Districts, Fire Departments, Sheriff Office.

Assistant Community Development Director/Building Official, City of Watsonville, CA. Major Functions: To provide support and assistance to the Community Development Director in planning, organizing, coordinating and directing the functions of the City's Community Development Department, in the administration and maintenance of the City's General Plan, Zoning Ordinance and other development regulations; in overseeing the issuance of all permits and approvals for private construction and land development; and in serving as the City of Watsonville Chief Building Official.

Margo Markova, EIT

Plans Examiner I

Profile Summary

Education: Saint Petersburg State University of Architecture and Civil Engineering
BS in Civil Engineering

Registration: Engineer-in-Training #176327

Experience: 1 Year

Ms. Margo Markova is a Willdan Engineering plans examiner with 1 year of experience. Ms. Markova's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Energy, Green Building and Electrical Codes. Margo reviews solar plans submitted to our electronic plan review portal and is able to complete the reviews within one – two days from date of submission.

Relevant Project Experience

PLAN CHECK

Margo Markova's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, and Electrical, Green Building, and Energy Codes. Plan check projects include single and multi-family homes, storage racks, solar plans.

Stefan Chiose, PE

Plan Check Engineer

Profile Summary

Registration: Professional Engineer, California No. 82816
ICC Certified Plan Examiner
ICC Certified Fire Sprinkler Plan Examiner

Experience: 12 Years

Mr. Stefan Chiose has 12 years of experience in project management and engineering, with A&E firms and local government. He is experienced in performing technical analyses of plans, specifications, and reports; and reviewing documents for completeness, accuracy, and conformance to applicable codes, ordinances, and national standards.

Relevant Project Experience

City of Newport Beach, Newport Beach, CA. Structural Engineer. Reviewed construction drawings plans, commercial and residential architectural and structural plans, and disabled accessibility plans for compliance with the California Standard Building Codes. Prepared correction letters to document deviations in submittals and provided applicants with recommendations to meet minimum code requirements. Also responded to questions from architects, engineers, and owners regarding codes and other issues with projects, both over the phone and at the public counter.

Consulting Engineer, Irvine, CA. Project Engineer. Was responsible for engineering and construction administration. Worked to plan projects, establish project criteria, coordinate project reviews, and ensure the proper implementation of project elements. Cooperated and communicated with project managers and other project participants and collaborated with senior engineers to create more efficient project methods and to maintain the project's profitability. Reviewed the engineering tasks and initiated the necessary corrective actions.

Consultant Structural Engineering, Irvine, CA. Project Engineer. Was responsible for structural engineering accurately calculating the required stress load of infrastructure to ensure that they were safe and stable for daily use. Was also responsible for project coordination – tracking performance and analyzing the completion of key goals.

Structural Engineering, La Jolla, California. Structural Engineer Intern. Supported design leads for seismic analysis and structural calculations. Conducted basic structural analysis and design of projects of all material types (steel, concrete, masonry, and wood. Assisted in the review of plans and specifications.

Aaron Cowen, PE

Plan Check Engineer

Profile Summary

Education:	California State University-Long Beach, BS Civil Engineering
Registration:	California Professional Engineer, CE#58878 ICC Plans Examiner
Experience:	29 Years

Mr. Aaron Cowen, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Aaron has more than 29 years of experience in the engineering field including design, drafting and plan check experience.

Mr. Cowen's experience includes the design of wood structures, cantilevered concrete decks, thin-wall concrete shells, retaining walls, foundation systems, and design calculations.

Prior to joining Willdan, Mr. Cowen's previous engineering experience includes the position of Senior Engineer with a Southern California engineering firm. In this capacity, he was design lead on numerous projects; provided on-site field inspections; and was responsible for the management and administration of all engineering data and information.

Relevant Project Experience

PLAN CHECK

- City of Rosemead
- City of Goleta
- City of Moreno Valley
- Morongo Band of Mission Indians
- City of Canyon Lake
- City of Rialto
- City of San Bernardino
- City of Norco
- City of Highland
- City of Loma Linda
- City of Grand Terrace

Ted Beckwith, PE, SE

Plan Check Engineer

Profile Summary

Education: BS, Civil and Structural Engineering, California State University, Fullerton, CA
Certificate in Construction Technology, Riverside Community College, Riverside, CA

Registration: Registered Structural and Civil Engineer
ICC Certified Building Official
ICBO and ICC Certified Plans Examiner

Experience: 37 Years

Mr. Ted Beckwith is a Willdan Engineering senior plans examiner with 37 years of experience. Mr. Beckwith is experienced in reviewing complex plans for the construction of K-12 public schools and community colleges and performing counter review of minor projects.

Relevant Project Experience

California Division of the State Architect, Riverside, CA. Senior Structural Engineer (Lead). Managed the daily operations of the Riverside Satellite office associated with the San Diego Regional Office. Review complex plans for the construction of K-12 public schools and community colleges. Perform counter review of minor projects. Review of changes to approved plans in the form of addenda, revisions and change orders. Review of deferred submittal documents including, but not limited to, fire sprinklers and curtain wall glazing. Assist the design professionals in providing designs that are not only code compliant but economical. Work with architects, engineers, and school districts to obtain compliance with California. Building Code, especially during design development to achieve better buildings.

Willdan, San Bernardino, CA. Supervising Plan Check Engineer. Managed the staff of plan check engineers and developed staff and training programs. Worked in a fast-paced environment on plan review of many complex projects. Resolved issues with permit applicants on code interpretation and application to their project with forward thinking. Trained junior-level staff in the application of the adopted codes in the review of plans. Protectively worked with architects, engineers, contractors and owners to obtain compliance with the adopted codes of the state and more than 20 Building Departments. Prepared technical reports for the consideration of the local building official on matters of interpretation and administrative modifications of the building codes. Proficient in Fire Life Safety, Disabled Access, Structural, Energy Compliance, Electrical, Plumbing and Mechanical review as well as Building Department Administration.

Scott Fazekas & Associates, Irvine, CA. Supervising Plan Check Engineer. Managed the staff of plan check engineers. Worked in a fast-paced environment on plan review of many complex projects. Prepared technical reports for the consideration of the local building official on matters of interpretation and administrative modifications of the building codes to effectively apply the code. Resolve issues with permit applicants on code interpretation and application to their project. Protectively worked with architects, engineers, contractors and owners to obtain compliance with the adopted codes of the state and more than 20 Building Departments. Proficient in Fire Life Safety, Disabled Access, Structural, Energy Compliance, Electrical, Plumbing and Mechanical review as well as Building Department Administration.

Rouhi El-Rabaa, PE, CASp

Plan Check Engineer

Profile Summary

Education:	Bachelor's in Civil Engineering California State University, Los Angeles
Registration:	California Professional Engineer, CE#92565 ICC Plans Examiner Certificate #8868081
Experience:	8 Years

Mr. Rouhi El-Rabaa is a Willdan Engineering Building Plan Check Engineer with 8 years of experience. Mr. El-Rabaa is a skilled professional accustomed to playing a vital role in civil engineering cycles. Highly trained in responding to the public, contractors, and design professionals. Experience includes; structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review, exceptional customer service, and building and municipal code enforcement.

Relevant Project Experience

Plan Check Engineer, Willdan Engineering, San Bernardino, CA. Rouhi is responsible for the following tasks: Conduct full-scope plan reviews for various disciplines, including; architectural, structural, fire-resistive, accessibility, energy, MEP, and green. He is highly experienced in reviewing the following types of buildings; single-family and multi-family residential, tract homes, hotels, OSHPD 3, industrial, commercial, assembly, factory-built, mixed-use, and miscellaneous. Rouhi is also responsible for technical structural calculation review for regular and irregular multistory buildings, podium structures, irregular diaphragms, offset shearwalls, tilt-up construction, and freestanding structures. He trains staff to recognize proper non-structural and structural design methodologies in plan checks; prepares correction notices to applicants as hardcopy or electronic correspondence; does design coordination meetings with design professionals and permit applicants; and researches and looks to implement latest developments in industry standards.

Plans Examiner, City of Redlands, Redlands, CA. Plan checked and reviewed the structural design of residential and commercial projects. Ensured that minimum code was established in the plan review stage. Resolved difficult problems with permit applicants and other members of the public regarding building code requirements and City regulations. Coordinated Division processes. Undertook or recommended changes to the processes in order to facilitate Division operations. Supervised, trained, and evaluated permit issuance staff. Prepared and issued comment letters to building permit applicants. Advised of resubmittal guidelines which would lead to approval. Prepared and categorized files, reports, and methods to record Division activities and procedures.

Graduate Structural Design Engineer, Arcadis Design & Consultancy, Doha, Qatar. Oversight of a large portion of five underground railway stations. Ensured alongside the project manager that all design and shop drawings were reviewed and issued to meet client standards and deadlines. Scheduled and monitored the progress of a large team of CAD technicians. Provided dependable engineering and project resourcing resolution in a fast-paced design-build atmosphere. Executed in-house plan checking and design checking. Established design conformance in line with all issued design development and shop drawings. Responded to contractor RFI's. Attended construction meetings and negotiated the feasibility of key delivery dates with the client. Collaborated with contractors, architects, MEP and site engineers to achieve a common directive. Performed detailed review of reinforced concrete structural calculations and advised alternative approaches. Sketched complex concrete steel reinforcement details to be used as expeditious blueprints for urgent site remediation.

Carl Wilson, PE

Plan Check Engineer

Profile Summary

Education: B.S, Civil Engineering, University of New Haven, Connecticut
Registration: California Professional Engineer, CE#32340
ICC Plan Examiner

Experience: 36 Years

As a Plan Check Engineer for Willdan, **Mr. Carl L. Wilson, PE**, possesses extensive structural and life safety plan checking experience. He is responsible for the complete plan checking for various projects, including complex commercial, industrial, institutional, and residential. He is responsible for all plan check phases, including coordination, scheduling, rechecking, code interpretation, and communicating and meeting with applicants.

Relevant Project Experience

City of Rolling Hills Estates, Building Plan Check, 608 Silver Spur – Mr. Wilson was the Plan Check Engineer who provided as-needed building plan review services for the existing building.

City of Maywood, Building & Safety Plan Check - Provide building and safety plan check services. Review private developments in accordance to adopted building, plumbing, mechanical, electrical, disabled access and energy codes.

City of Rolling Hills Estates, Building Plan Check, 627 Deep Valley – Mr. Wilson was the Plan Check Engineer who provided building code plan review services for commercial developments on 627 Deep Valley.

City of Rolling Hills – Plan Checker - Mr. Wilson is providing building plan check and grading plan check services for this assignment.

County of Los Angeles Department of Public Works – Plan Check Engineer – Mr. Wilson is providing as-needed building plan check services that include architectural, life-safety, structural, energy, disabled access, plumbing, mechanical, electrical and grading.

Mr. Wilson has provided plan check services for the following types of facilities:

- city hall remodels
- unusual retaining wall and foundation systems
- fire and police station facilities
- seismic upgrade of hospitals and public facilities
- health care facilities
- large multi-use casino/assembly occupancies
- large religious/church facilities
- senior citizen centers and senior housing
- hillside and beachfront custom homes
- multi-story (hi-rise) hotel facilities
- multi-story parking structures
- unreinforced masonry seismic upgrade plan checking
- wave uprush and coastal protective methods
- and many types of low-rise wood frame structures

Daren Raskin, PE, CBO

Plan Check Engineer

Profile Summary

Education: California State Polytechnic University-Pomona
BS Engineering

Registration: California Professional Engineer, CE#57577
ICC Plans Examiner
ICC Building Official

Experience: 24 Years

Mr. Daren Raskin serves as Supervising Plan Check Engineer for Willdan. **Daren** possesses experience with design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. Mr. Raskin's expertise encompasses knowledge of all major building materials, including cold-formed steel, structural steel, concrete, and masonry as well as design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames and rigid diaphragm analysis. Mr. Raskin's previous engineering experience in structural design, analysis, and calculations for the repair of fire-damaged residential and commercial buildings, room additions, and custom homes and ensuring structural drawings met design and code requirements.

Relevant Project Experience

On-Call Plan Review and Inspection Services, City of San Bernardino, California. Plans Examiner responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities and multi-family residential developments.

On-Call Plan Review and Inspection Services, City of Rialto, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Loma Linda, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Moreno Valley, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, County of San Bernardino, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, March Joint Powers Authority, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments in connection with the development of former March Air Force properties.

On-Call Plan Review and Inspection Services, County of Riverside, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Beaumont, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

Dundee Residence Hall and Glasgow Dining Hall, University of California, Riverside, California. Plans Examiner responsible for plans reviews of improvements designed for the two halls.

On-Call Plan Review and Inspection Services, City of Norco, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Highland, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

John Joseph

Senior Building Inspector

Profile Summary

Education: A&P Mechanic Certificate of Graduation, Orange Coast College, Costa Mesa, California

Registration: ICC and UBC Full Commercial/Residential Combo Licenses -- Building, Electrical, Mechanical, and Plumbing, #5093048

ACI Concrete Field Tech License, #01029090

Experience: 19 Years

Mr. John Joseph is a Willdan Engineering senior building inspector with 19 years of experience. Mr. Joseph managed and supported residential construction functions and performed detailed inspections. He consistently achieved and exceeded established deadlines while ensuring strict attention to detail; maintained thorough and contemporary industry knowledge. Mr. Joseph maintained high standards of quality and productivity to ensure successful inspections and project completion; recruited, trained, and promoted professional development of staff.

Relevant Project Experience

County of Los Angeles, Public Works - La Puente District Office, CA. Contract Residential/Commercial Senior Combination Building Inspector. Conduct new home, ADU, residential remodeling, and commercial T.I. inspections. Inspections include pre-foundation, wood/steel framing, welding, MEPS, fire, stucco systems, roofs, new pools, demos, and utility change-outs. Also given building red/yellow tagging duties. Also assisted with the implementing of the "paperless" transition with vast experience with IG Inspect and EnerGov on the iPad along with field training with other County and non-County Inspectors.

City of Costa Mesa, Building and Safety - Costa Mesa, CA. Residential/Commercial Combination Building Inspector. Assigned in training of new residential inspectors. Weekend 24 hour on-call duties with damage building reporting. Organize training seminars that Costa Mesa hosts with other jurisdictions. Inspection scheduling duties for all inspectors for the next business day. Work with all other related dept's in resolving Building Department issues (Planning, Public Works, Code Enforcement). Left in charge when supervisor is on vacation.

City of Irvine, Building and Safety -- Irvine, CA. Contract Residential/Apartment Senior Building Inspector. Conduct new home/apartment and residential remodel construction inspections. Inspections include pre-foundation, wood/steel framing, welding, MEPS, fire, stucco systems, roofs, new pools and demos, utility change-outs, encroachments, and code enforcement duties. Also performed witness duties for court proceedings. Communicate with superintendents on repair techniques and rework verifications. Assist city planners with plan verification on property setbacks and easements. Cover and maintain multiple territories when others are off. Supervisory duties when on vacation including scheduling and timesheet verification.

Stephanie Spieler, CBI

Supervising Building Inspector

Profile Summary

Education:	University of Kentucky, Bachelor of Arts
Registration:	ICC Certified Building Inspector # 5060566
	3-M Fire Protection Products Certificate of Completion
Experience:	11 Years

Ms. Stephanie Spieler is a Supervising Building Inspector with extensive experience in providing all types of residential and commercial combination building inspections. Ms. Spieler is available to provide building inspection services to our Santa Barbara County clients.

Relevant Project Experience

City of Goleta, California. Building Inspector. Responsible for building, electrical, plumbing and mechanical inspections as well as grading and NPDES inspections. Ms. Spieler also assists the permit technician in providing permit and plan check information at the public counter and in issuing permits.

County of Santa Barbara, California. Permit Technician/Building Inspector. Ms, Spieler began her County Career as permit technician and was responsible for plan check intake and permit issuance. She was promoted to Building Inspector and was responsible for combination building inspections as well complaints and investigations.

Land Use Planners. Administrative Assistant. Responsible for project management and permit acquisition

David Webster

Senior Building Inspector

Profile Summary

Education:	Construction Management, California State University, Chico, CA
	AS, Building Inspection Technology, Butte College, Oroville, CA
Registration:	ICC Building Inspector
	ICC Plumbing Inspector
	ICC Mechanical Inspector
	ICC Electrical Inspector
	ICC Commercial Combination Inspector
	ICC Combination Inspector
	ICC Accessibility Inspector/Plans Examiner
	ICC Building Plans Examiner
	ICC Reinforced Concrete Special Inspector
	ICC Special Inspector Structural Masonry
	ACI Concrete Field-Testing Technician – Grade I
Experience:	26 Years

Mr. David Webster has extensive experience in building inspection of residential and commercial construction projects, schools and medical facilities. He recently served as a FEMA contractor providing inspections of major hospitals in Puerto Rico during the Hurricane Maria recovery effort. He also served as an instructor for Contractor State License School located in Sacramento, providing part time instruction for ICC–IBC/IRC classes. Mr. Webster is available to assist our Northern California clients.

Relevant Project Experience

Inspector of Record, Gerber Unified Elementary School District, Gerber, California. Provided DSA Certified Inspection in accordance with the requirements of the California Building Code, Title 24, for the $2.5 million Gerber School-wide Modernization Project. Project included new mechanical, electrical, fire alarm, and communication systems. Project also included structural seismic upgrades to existing school buildings and accessible upgrades to restrooms, walkways, ramps, and kitchen.

Quality Control Engineer, Hensel Phelps Construction Co., San Jose, California. Provided Quality Control Engineering for the startup of the $800 million San Jose International Airport Terminal Area Improvement Program. Major program elements included: $97 million modification to existing Terminal A; $105 million New Terminal B; $42 million Baggage Systems in Terminals A & B; $22 million Modification and partial Demolition of Terminal C; $230 million Consolidated Rental Car Facility; $125 million Roadway Improvements; and the $19 million completion of the North Concourse.

Senior Construction Inspector, PB Americas, Inc., San Francisco, California. Provided ICC-Certified Inspection as a Senior Construction Inspector for the $104 million Sam Trans Facilities Maintenance Project in San Jose, California. Duties included punch list and close out inspections for the 4-story maintenance and administration building; train wash station; all roads and underground utilities; underground maintenance tunnel; all tracks (yard, shop, and storage); loading and receiving building; waste oil/water storage building; oil/water separator building.

Inspector of Record, Palermo Union Elementary School District, Palermo, California. Provided DSA Certified Inspection for the new $4.5 million Golden Hills Elementary School. Project included all bridges, roadways, and underground utilities (fire and domestic water, electrical, sewer, and storm drains). Project included installation of 14 new relocatable classroom buildings, 2 new relocatable administrative buildings, and 1 new relocatable restroom building.

James Swanson, CBO, CASp

Senior Building Inspector

Profile Summary

Education:	AA, Santa Rosa College, Santa Rosa, CA Certificate, Telecommunications Management, Sacramento State University, Sacramento, CA
Registration:	ICC Certified Building Official; ICC Accessibility Inspector/Plans Examiner; ICC Plumbing Inspector; ICC Combination Inspector; ICC Combination Inspector – Uniform Codes; ICC Mechanical Inspector; ICC Electrical Inspector; ICC Building Inspector; ICC Building Plans Examiner; ICC Permit Technician Building Inspector -UBC; Building Plans Examiner – UBC Certified Access Specialist (CASp) Emergency Medical Technician – Basic; American Heart Association CPR Instructor
Experience:	19 Years

Mr. James Swanson is a Willdan Engineering inspector with more than 19 years of experience. Mr. Swanson's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, and Electrical Codes as well as providing inspections for residential, commercial and industrial buildings. Mr. Swanson also has extensive experience in CASp-related services including inspections for accessibility compliance.

Relevant Project Experience

Building Inspector/Plans Examiner, County of Sacramento. Inspect Non-Residential structures for compliance to appropriate Accessibility Codes. Plan check and approve Non-Residential Accessibility Plans.

Supervising Building Inspector/Plans Examiner, County of Nevada. Inspect Residential and Non-Residential structures for compliance to appropriate Building Codes. Supervise a crew of 6 (Building Inspectors, Plan Checkers and Clerical Staff). Plan check and approve customer plans.

Willdan Engineering, City of Scotts Valley. Inspect Residential and Non-Residential structures for compliance with appropriate Building Codes. Plan check and approve customer plans.

Chief Building Official, Stanislaus County, City of Patterson. Inspect Residential and Non-Residential structures for compliance with appropriate Building Codes. Supervise a crew of 6 (Building Inspectors, Code Enforcement and Clerical Staff). Designate Occupancy Classification for Hazardous Materials (Work with procedures and policies to ensure classification and containment of Hazardous Materials). Plan check and approve customer plans. Prepare various reports for Managers and City Council. Provide training for various code changes for internal and external customers. Work collaboratively with Building Officials, allied agencies (i.e., Stanislaus County Fire Department, PG&E) and contractors to resolve code interpretation and other issues identified during inspections. Basic knowledge of hazardous material rules and regulations and enforcement within California (Website review for regulation information). Basic knowledge of fire codes and placarding (Volunteer Firefighter I, EMT).

Sr. Building Inspector, El Dorado County, South Lake Tahoe Office. Inspect Residential and Non-Residential structures for compliance to appropriate codes. Supervise a crew of 3-6 inspectors and clerical staff. Work with Certified Unified Program Agency (CUPA) personnel (Inspected auxiliary power facilities at remote / mountain top cell sites). Plan check and approve customer plans. Prepare various reports for Managers and the Board of Supervisors. Provide training for various code changes for internal and external customers. Work with allied agencies and contractors to resolve issues identified during inspections.

Patrick Popejoy

Senior Building Inspector

Profile Summary

Education: AA, Santa Rosa College, Santa Rosa, CA
Certificate, Telecommunications Management, Sacramento State University, Sacramento, CA

Registration: Division of the State Architect, California: Inspector of Record License #2378
International Code Council Legacy Inspector License #859622
International Code Council Certifications: Reinforced Concrete #25672; Pre-Stressed Concrete; #15898; Structural Masonry #23812; Structural Steel and Welding #29537
American Concrete Institute (ACI) Concrete Tech. Grade 1
Troxler Nuclear Gauge Certification
OSHA-29 CFR-192L Health and Safety Training: Aerial Lift/Scaffold Safety, Defensive Driving, Fall Protection, Hazard Communication, Excavation Safety Course

Experience: 30 Years

Mr. Patrick Popejoy has over 30 years of experience in Project Management and Construction Inspection. He is qualified for monitoring earthwork observation and testing, and inspections of plumbing, electrical, mechanical, HVAC, ADA, framing, roofing, fire alarms, batch plant inspections, reinforced concrete, pre-stressed concrete, structural masonry, and field/shop welding. He has extensive experience with multi-story structural steel, masonry and concrete buildings including -schools, hospitals, military, power plants and subdivisions. Mr. Popejoy has experience with soil testing from conception to completion. He has supervisory experience with project overview and has worked with sub-contractors, design teams, and building officials. He maintains a working knowledge of various building codes, Title-24, and regulations.

Relevant Project Experience

DSA SCHOOL PROJECTS

- Christopher High School - Gilroy, California. New campus Assistant IOR $90 Mil - #01-108756
- Bancroft Middle School - San Leandro, California. Modernization. IOR $2.3 Mil. - #01-110092
- San Leandro H.S. - San Leandro, California. Library expansion. IOR - $750,000. - #01-109839
- Payne Elementary - Campbell, California. Classroom (portable). IOR $250,000 - #01-110909
- Camino School - El Dorado County, California. Modernization. IOR $778,000. - #02-109608

STRUCTURAL BUILDING PROJECTS

Roseville Galleria - Placer County. Site work - OBS & Nuclear Density Testing. Concrete Inspection - Sampling & Testing. Field welding - OBS & inspection. Epoxy Observation. Roof diaphragm nailing inspection.

Intel F.M. - 7 - Sacramento County, California. Site work. Concrete Inspection - field sampling & testing. Structural Steel Inspection - High strength bolting, shop & field welding inspection. Spray applied fire proofing - inspection & sampling.

Red Hawk Casino - El Dorado County, California. Eight Story Steel Frame Structure. Structural steel - field welding observation & inspection. Reinforced concrete inspection, sampling & testing. Site work - OBS & inspection. Epoxy observation. Plumbing & Electrical Inspections.

Apple Logistics Center 750,000 sq. ft. - Sacramento County, California. Site work - OBS & Nuclear Density Testing. Batch Plant Inspection. Concrete S.O.G. & tilt-up panel - OBS, inspection & testing. Roof nailing inspection.

ALZA Pharmaceutical - Solano County, California. Three story steel structure. Site work - OBS & testing. Reinforced Concrete - inspection, sampling & testing. Structural Steel - welding, high strength & anchor load testing. Batch plant inspection.

Sutter Power Plant - Sutter County, California. Site work - OBS & Nuclear Density Testing.

Truman Santella

Permit Technician

Profile Summary

Education: San Joaquin Delta College, Associates Degree 2011
Arizona State University, Bachelors in Art History

Registration: ICC Commercial Building Inspector
ICC Commercial Building Inspector
ICC Special Inspector
SI 86 Spray-applied
ICC Fireproofing

Experience: 1 Years

Mr. Truman Santella is available to assist our Southern California clients with permit technician services.

Relevant Project Experience

Project Manager, Ferguson, Build with Ferguson June 2021-present

- Proficient in Excel, Sales Force, five9, Omni, Workday and Vernit. Can quickly pick up new technology and techniques
- Cultivated professional and pertinent communication with customers, coworkers as well as my superiors while working remote.
- Quickly absorbed product knowledge, company standards and customer needs to find realistic time friendly solutions while sustaining healthy expectations
- Managed renovations and new builds for customers, allowing them a single point of contact
- Worked diligently with homeowners/contractors from product selection to delivery
- Met/exceeded revenue goals month to month

Purchasing Manager, MID Auto Services & Auto Body 2017-2021

- Worked closely with management to uphold company's budgetary needs through tough economic turmoil
- Kept accurate and pertinent records of transactions
- Built quality relationships with customers, vendors and manufacturers
- Developed and executed purchasing strategies through an ever changing world
- Aided in accusations of new streams of revenue

Crew Laborer/Project Assistant, Centaur Septic & Backhoe 2010-2017

- Managed bids and quotes for projects
- Performed in a variety of labor classifications with numerous tools demanding physical stamina
- Consistently followed instructions both verbal or written
- Demonstrated strong mathematical skill set
- Upheld safety guidelines for a variety of job contexts

Diego Gomez

Senior Permit Technician

Profile Summary

Registration: ICC Permit Technician

Experience: 8 Years

Mr. Diego Gomez is available to assist our Southern California clients with permit technician services. Mr. Gomez has more than 8 years of permitting and plan review processing experience. He is familiar with a variety of permitting systems and software including EnerGov, Accela, ProjectDox, MS Office Suite, and Shoretel and provides excellent customer service.

Relevant Project Experience

Senior Permit Technician – Various Jurisdictions

- Provide excellent customer service to all constituents approaching the building and safety department .
- Create electronic plan submittal procedures for the jurisdiction.
- Create new steps in permitting systems to enhance the customer service.
- Ensure that all permit technicians provide excellent customer service at all times.
- Creating policies for internal staff.
- Manage daily duties for each office staff member.
- Develop and implement customer service training to front level staff on ongoing basis to maintain efficiency and customer service satisfaction in department.
- Training new employees about procedures, policies
- Review and analyze resident requests to permit additions or restructures to homes or buildings.
- Ensure permitted safety codes and measures are within compliance. Work very closely with architects and engineers to ensure projects are completed in a timely and efficient manner.
- Coordinate and manage building inspections with jurisdiction residents and building inspectors by managing calendars and delegating locations according to proximity.
- Work with fee schedules to ensure all correct fees are collected per project assignment.
- Create monthly, quarterly, yearly reports.
- Maintain city reports for permits, plan tracking, inspections.
- Scheduling for development projects that would include inspections, meetings, etc.
- Shipping and receiving plan check submittals, resubmittals.
- Attend meetings with developers, applicants about specific projects.
- Create handouts, forms, and templates for building departments.
- Assistant to the Building Official. Representative of the department when the Building Official is unavailable.
- Provide assistance for Public Records Requests.
- Work on abatement cases on violation properties. Place liens, remove liens and worked with agencies such as realty companies, title companies, etc.
- Create estimates for developers; create job sets for on field projects.

ENGINEERING RESUMES

Roxanne C. Hughes, PE

Deputy Director

Profile Summary

Education: BS, Civil Engineering, California Polytechnic University, San Luis Obispo
Registration: Civil Engineer, California No. 62381
Experience: 27 Years

Ms. Roxanne C. Hughes is a Deputy Director in the City Engineering Technical Group at Willdan Engineering. She has worked in varying aspects of civil engineering for 14 years. Her primary responsibilities include city engineering, project management, and pavement engineering. Ms. Hughes specializes in project management, city engineering, pavement engineering, construction management, administration of federally-funded projects, and coordination and oversight of various public works plan checking.

Relevant Project Experience

City Engineering Services and Land Development Plan Check

Ms. Hughes performs a variety of City Engineering services on as-needed basis for various City and County agencies. Through the years, she has served as contract Associate Engineer, Project Engineer, Traffic Engineer, Environmental Services Manager and Stormwater Program Manager for different client agencies. Currently, Ms. Hughes is serving as the contract Deputy City Engineer for the City of Westlake Village. Serving as contract staff, Ms. Hughes has developed capability to function in the public agency context with a well rounded understanding of the city budgeting process, lines of authority and communication. Ms. Hughes can efficiently manage public works and engineering projects from initial concept through project development, budgeting, scheduling, design, bid, award and execution including preparation of all necessary staff reports, public outreach, and interdepartmental coordination for successful implementation.

Ms. Hughes also provides Land Development Plan Check Services for several agencies Engineering and/or Public Works Departments. Services provided include development plan checking, change order processing and associated engineering development project coordination. She is responsible for quality assurance and compliance review of plans for public works projects such as grading and drainage, streets, storm drains, sewer and water systems. Land development plan checks typically include review of all supporting engineering documents including planning resolutions (conditions of approval), title reports, soils and geology reports, hydrology and hydraulics reports, water and sewer design reports, stormwater mitigation plans, easements and right-of-way dedication or vacation, etc. Ms. Hughes has been in responsible charge of thousands of public works land development plan checks during her tenure with Willdan and is very adept at all levels of development review and coordination including residential, small and large subdivision, industrial and commercial sites.

- City of Westlake Village
- City of Camarillo
- City of Calabasas
- City of Ridgecrest
- City of Thousand Oaks
- City of Fillmore
- City of Agoura Hills
- County of Kern
- City of Santa Barbara
- City of Azusa
- City of Bakersfield
- City of Rocklin

Mark Wilde, PE

Principal Project Manager

Profile Summary

Education: Mechanical Engineering & Business Economics
Construction Technology

Registration: Civil Engineer, CA #65992
CA Licensed General Contractor #B773089
FAA Licensed Drone Pilot, Part 107

Experience: 37 Years

Mr. Mark Wilde is extremely familiar with the City of Goleta and surrounding agencies. He has worked 14 years within the City of Santa Barbara, 3 years within the County of Santa Barbara, and graduated from UCSB. Mr. Wilde is a graduate of Leadership Santa Barbara. He has a diverse skill set and experience across engineering, surveying, building and safety as well as construction and land development. He has a solution-oriented disposition that thrives on inclusivity and teamwork. Mr. Wilde is adept at consensus building and producing forward momentum in highly complex assignments. He is excited to return to this vibrant area and make a difference.

Relevant Project Experience

City of Ojai. Plan Review. Provides as-needed plan review services.

City of Ventura. Senior Civil Engineer/Acting Engineering Services Manager – Land Development Engineer responsible for City Engineering for all project reviews from initial concepts and entitlements at the Planning Commission to complete civil, geotechnical, hydrological, storm drainage and floodplain review and management. Included traffic geometries, transportation goals, parks, and public landscaping. Oversee professional service agreements and assign individual task orders for specialized and extended reviews. Surveying and Real Property functions of the Subdivision Map Act for tentative maps, final maps, lot line adjustments, voluntary mergers, City Council staff report writing and department head coordination as needed. Close relationship with the City Attorney's office. Extensive involvement with the finance department for revenue and expense reporting and budget change management. Wrote the new grading ordinance to be compliant with a civil grand jury report. Wrote the ordinance and staff report to restructure the City administration portion of the Public Works Department to create a real property section within Public Works and established new Administrative Policies and Procedures.

City of Santa Barbara. Supervising Civil Engineer – Land Development, Surveying, Real Property. Similar functions as above plus an extensive personal review of all Subdivision Map Act and civil engineering design. Public Works construction inspection support and guidance. Established all permitting procedures by building out the process of using the existing Accela/Tidemark software. Purchased and implemented the original Envista right-of-way software for three years prior to its acquisition by Accela. Extensive interaction with and support of the in-house environmental analysts for CEQA review of all major projects.

City of Santa Barbara. Senior Plan Check Engineer – Primary technical advisor to the Chief Building Official. Finished the permitting and oversite of 256 un-reinforced masonry buildings mostly on State Street plus St. Anthony's Seminary and several un-inventoried buildings. Active member of the Structural Engineers Association of California (SEAOC) during this time.

County of Santa Barbara. Building Engineering Inspector/Grading Inspector – Montecito, Goleta, Santa Ynez, Orcutt and Carpentaria. Primary engineering inspector of Goleta's "Silicone Beach" prior to incorporation. Represented seven south coast sanitary districts in the field by agreement. Primary County field representative for the Bacara Resort during grading, utility installation and foundation construction.

Joseph E. Bellomo, PE, QSD/P

Principal Project Manager

Profile Summary

Education: BS, Civil Engineering, California State University, Los Angeles

Registration: Civil Engineer, California No. 75564
Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) No. 20016

Experience: 25 Years

Mr. Joe E. Bellomo, prior to joining Willdan, worked in the Department of Health Services for the County of Los Angeles as the Senior Environmental Health Technician for the Bureau of District Environmental Services (DES). The Bureau of DES is responsible to manage impacts to public health at commercial food facility and housing in Los Angeles County. During his time in DES, Mr. Bellomo transitioned from conducting inspections in the field to administrative responsibilities under the direct supervision of the Bureau Director as the County began the restaurant grading program and reformation of food facility inspections. In January 2004, Mr. Bellomo joined Willdan as a Civil Engineer to work on various aspects of storm water and city engineering. Since his start with the firm, Joe has used his experience and knowledge of the State and Federal National Pollutant Discharge Elimination Systems program to manage compliance for many of Willdan's clients.

Relevant Project Experience

NPDES/EWMP Consulting Services, City of San Fernando, CA. NPDES Compliance Manager. Mr. Bellomo has provided the City with Upper Los Angeles River EWMP Group representation and general NPDES Permit compliance consultation since 2013. This includes compliance with the MS4 Permit and TMDL technical guidance, Trash TMDL compliance and catch basin retrofits, annual report preparation, staff training, and general implementation of MS4 Permit minimum control measures. Joe assists the Water Department comply with the Low Threat Discharge permit issued for the reactivation of Well 7A, and other matters relating to regulatory requirements.

NPDES Consulting Services, City of La Cañada Flintridge, CA. NPDES Compliance Manager. In 2013 Mr. Bellomo assisted the City develop programs to comply with the MS4 Permit adopted at the end of 2012. One of the programs Joe helped the City develop was a municipal code based reimbursable inspection program of privately installed water quality improvement devices. In 2015, Mr. Bellomo began managing the NPDES program as an offsite extension of city staff, and implemented most of the minimum control measures required by the MS4 Permit. Joe, or his staff, has represented the City's interests in the ULAR EWMP since 2013, and provides technical guidance on the CIMP relevance to the City's discharge. He provides support with City Council reports and presentations and city staff briefings; NSW outfall inspections; commercial facility inspections; annual report preparation; and Measure W guidance and assistance.

NPDES/Water Quality Consultant Services, City of Hidden Hills, CA. Mr. Bellomo has served as the Storm Water Program Manager since 2013. Joe is responsible for full compliance with the Municipal NPDES Permit, TMDLs in the Los Angeles River Watershed and Malibu Creek Watershed, as well as other NPDES regulations. On the City's behalf, he serves as the City's representative to the North Santa Monica Bay Watershed Area Steering Committee for the regional management of the Measure W – Safe Clean Water Program. Joe has ensured compliance with the municipal NPDES permit, and developer compliance with the State's construction general permit, including SWPPP and USMP reviews, and LID plan reviews. Mr. Bellomo reports directly to the City Manager and answers to the City County on all NPDES permit and TMDL management and implementation of related programs, special monitoring studies, and annual reporting.

WILLDAN

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Ventura, CA 93001-2605
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Fax: 805.754.2067

www.willdan.com



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Roxanne C. Hughes, PE

Deputy Director

Profile Summary

Education: BS, Civil Engineering, California Polytechnic University, San Luis Obispo
Registration: Civil Engineer, California No. 62381
Experience: 27 Years

Ms. Roxanne C. Hughes is a Deputy Director in the City Engineering Technical Group at Willdan Engineering. She has worked in varying aspects of civil engineering for 14 years. Her primary responsibilities include city engineering, project management, and pavement engineering. Ms. Hughes specializes in project management, city engineering, pavement engineering, construction management, administration of federally-funded projects, and coordination and oversight of various public works plan checking.

Relevant Project Experience

City Engineering Services and Land Development Plan Check

Ms. Hughes performs a variety of City Engineering services on as-needed basis for various City and County agencies. Through the years, she has served as contract Associate Engineer, Project Engineer, Traffic Engineer, Environmental Services Manager and Stormwater Program Manager for different client agencies. Currently, Ms. Hughes is serving as the contract Deputy City Engineer for the City of Westlake Village. Serving as contract staff, Ms. Hughes has developed capability to function in the public agency context with a well rounded understanding of the city budgeting process, lines of authority and communication. Ms. Hughes can efficiently manage public works and engineering projects from initial concept through project development, budgeting, scheduling, design, bid, award and execution including preparation of all necessary staff reports, public outreach, and interdepartmental coordination for successful implementation.

Ms. Hughes also provides Land Development Plan Check Services for several agencies Engineering and/or Public Works Departments. Services provided include development plan checking, change order processing and associated engineering development project coordination. She is responsible for quality assurance and compliance review of plans for public works projects such as grading and drainage, streets, storm drains, sewer and water systems. Land development plan checks typically include review of all supporting engineering documents including planning resolutions (conditions of approval), title reports, soils and geology reports, hydrology and hydraulics reports, water and sewer design reports, stormwater mitigation plans, easements and right-of-way dedication or vacation, etc. Ms. Hughes has been in responsible charge of thousands of public works land development plan checks during her tenure with Willdan and is very adept at all levels of development review and coordination including residential, small and large subdivision, industrial and commercial sites.

- City of Westlake Village
- City of Camarillo
- City of Calabasas
- City of Ridgecrest
- City of Thousand Oaks
- City of Fillmore
- City of Agoura Hills
- County of Kern
- City of Santa Barbara
- City of Azusa
- City of Bakersfield
- City of Rocklin

ENGINEERING RESUMES

Diego Gomez

Senior Permit Technician

Profile Summary

Registration: ICC Permit Technician

Experience: 8 Years

Mr. Diego Gomez is available to assist our Southern California clients with permit technician services. Mr. Gomez has more than 8 years of permitting and plan review processing experience. He is familiar with a variety of permitting systems and software including EnerGov, Accela, ProjectDox, MS Office Suite, and Shoretel and provides excellent customer service.

Relevant Project Experience

Senior Permit Technician – Various Jurisdictions

- Provide excellent customer service to all constituents approaching the building and safety department .
- Create electronic plan submittal procedures for the jurisdiction.
- Create new steps in permitting systems to enhance the customer service.
- Ensure that all permit technicians provide excellent customer service at all times.
- Creating policies for internal staff.
- Manage daily duties for each office staff member.
- Develop and implement customer service training to front level staff on ongoing basis to maintain efficiency and customer service satisfaction in department.
- Training new employees about procedures, policies
- Review and analyze resident requests to permit additions or restructures to homes or buildings.
- Ensure permitted safety codes and measures are within compliance. Work very closely with architects and engineers to ensure projects are completed in a timely and efficient manner.
- Coordinate and manage building inspections with jurisdiction residents and building inspectors by managing calendars and delegating locations according to proximity.
- Work with fee schedules to ensure all correct fees are collected per project assignment.
- Create monthly, quarterly, yearly reports.
- Maintain city reports for permits, plan tracking, inspections.
- Scheduling for development projects that would include inspections, meetings, etc.
- Shipping and receiving plan check submittals, resubmittals.
- Attend meetings with developers, applicants about specific projects.
- Create handouts, forms, and templates for building departments.
- Assistant to the Building Official. Representative of the department when the Building Official is unavailable.
- Provide assistance for Public Records Requests.
- Work on abatement cases on violation properties. Place liens, remove liens and worked with agencies such as realty companies, title companies, etc.
- Create estimates for developers; create job sets for on field projects.

Truman Santella

Permit Technician

Profile Summary

Education: San Joaquin Delta College, Associates Degree 2011
Arizona State University, Bachelors in Art History

Registration: ICC Commercial Building Inspector
ICC Commercial Building Inspector
ICC Special Inspector
SI 86 Spray-applied
ICC Fireproofing

Experience: 1 Years

Mr. Truman Santella is available to assist our Southern California clients with permit technician services.

Relevant Project Experience

Project Manager, Ferguson, Build with Ferguson June 2021-present

- Proficient in Excel, Sales Force, five9, Omni, Workday and Vernit. Can quickly pick up new technology and techniques
- Cultivated professional and pertinent communication with customers, coworkers as well as my superiors while working remote.
- Quickly absorbed product knowledge, company standards and customer needs to find realistic time friendly solutions while sustaining healthy expectations
- Managed renovations and new builds for customers, allowing them a single point of contact
- Worked diligently with homeowners/contractors from product selection to delivery
- Met/exceeded revenue goals month to month

Purchasing Manager, MID Auto Services & Auto Body 2017-2021

- Worked closely with management to uphold company's budgetary needs through tough economic turmoil
- Kept accurate and pertinent records of transactions
- Built quality relationships with customers, vendors and manufacturers
- Developed and executed purchasing strategies through an ever changing world
- Aided in accusations of new streams of revenue

Crew Laborer/Project Assistant, Centaur Septic & Backhoe 2010-2017

- Managed bids and quotes for projects
- Performed in a variety of labor classifications with numerous tools demanding physical stamina
- Consistently followed instructions both verbal or written
- Demonstrated strong mathematical skill set
- Upheld safety guidelines for a variety of job contexts

Patrick Popejoy

Senior Building Inspector

Profile Summary

Education: AA, Santa Rosa College, Santa Rosa, CA
Certificate, Telecommunications Management, Sacramento State University, Sacramento, CA

Registration: Division of the State Architect, California: Inspector of Record License #2378
International Code Council Legacy Inspector License #859622
International Code Council Certifications: Reinforced Concrete #25672; Pre-Stressed Concrete; #15898; Structural Masonry #23812; Structural Steel and Welding #29537
American Concrete Institute (ACI) Concrete Tech. Grade 1
Troxler Nuclear Gauge Certification
OSHA 29 CFR 192L Health and Safety Training: Aerial Lift/Scaffold Safety, Defensive Driving, Fall Protection, Hazard Communication, Excavation Safety Course

Experience: 30 Years

Mr. Patrick Popejoy has over 30 years of experience in Project Management and Construction Inspection. He is qualified for monitoring earthwork observation and testing, and inspections of plumbing, electrical, mechanical, HVAC, ADA, framing, roofing, fire alarms, batch plant inspections, reinforced concrete, pre-stressed concrete, structural masonry, and field/shop welding. He has extensive experience with multi-story structural steel, masonry and concrete buildings including -schools, hospitals, military, power plants and subdivisions. Mr. Popejoy has experience with soil testing from conception to completion. He has supervisory experience with project overview and has worked with sub-contractors, design teams, and building officials. He maintains a working knowledge of various building codes, Title-24, and regulations.

Relevant Project Experience

DSA SCHOOL PROJECTS

- Christopher High School - Gilroy, California. New campus Assistant IOR $90 Mil - #01-108756
- Bancroft Middle School - San Leandro, California. Modernization. IOR $2.3 Mil. - #01-110092
- San Leandro H.S. - San Leandro, California. Library expansion. IOR - $750,000. - #01-109839
- Payne Elementary - Campbell, California. Classroom (portable). IOR $250,000 - #01-110909
- Camino School - El Dorado County, California. Modernization. IOR $778,000. - #02-109608

STRUCTURAL BUILDING PROJECTS

Roseville Galleria - Placer County. Site work - OBS & Nuclear Density Testing. Concrete Inspection - Sampling & Testing. Field welding - OBS & inspection. Epoxy Observation. Roof diaphragm nailing inspection.

Intel F.M. - 7 - Sacramento County, California. Site work. Concrete Inspection - field sampling & testing. Structural Steel Inspection - High strength bolting, shop & field welding inspection. Spray applied fire proofing - inspection & sampling.

Red Hawk Casino - El Dorado County, California. Eight Story Steel Frame Structure. Structural steel - field welding observation & inspection. Reinforced concrete inspection, sampling & testing. Site work - OBS & inspection. Epoxy observation. Plumbing & Electrical Inspections.

Apple Logistics Center 750,000 sq. ft. - Sacramento County, California. Site work - OBS & Nuclear Density Testing. Batch Plant Inspection. Concrete S.O.G. & tilt-up panel - OBS, inspection & testing. Roof nailing inspection.

ALZA Pharmaceutical - Solano County, California. Three story steel structure. Site work - OBS & testing. Reinforced Concrete - inspection, sampling & testing. Structural Steel - welding, high strength & anchor load testing. Batch plant inspection.

Sutter Power Plant - Sutter County, California. Site work - OBS & Nuclear Density Testing.

James Swanson, CBO, CASp

Senior Building Inspector

Profile Summary

Education:	AA, Santa Rosa College, Santa Rosa, CA Certificate, Telecommunications Management, Sacramento State University, Sacramento, CA
Registration:	ICC Certified Building Official; ICC Accessibility Inspector/Plans Examiner; ICC Plumbing Inspector; ICC Combination Inspector; ICC Combination Inspector – Uniform Codes; ICC Mechanical Inspector; ICC Electrical Inspector; ICC Building Inspector; ICC Building Plans Examiner; ICC Permit Technician Building Inspector -UBC; Building Plans Examiner – UBC Certified Access Specialist (CASp) Emergency Medical Technician – Basic; American Heart Association CPR Instructor
Experience:	19 Years

Mr. James Swanson is a Willdan Engineering inspector with more than 19 years of experience. Mr. Swanson's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, and Electrical Codes as well as providing inspections for residential, commercial and industrial buildings. Mr. Swanson also has extensive experience in CASp-related services including inspections for accessibility compliance.

Relevant Project Experience

Building Inspector/Plans Examiner, County of Sacramento. Inspect Non-Residential structures for compliance to appropriate Accessibility Codes. Plan check and approve Non-Residential Accessibility Plans.

Supervising Building Inspector/Plans Examiner, County of Nevada. Inspect Residential and Non-Residential structures for compliance to appropriate Building Codes. Supervise a crew of 6 (Building Inspectors, Plan Checkers and Clerical Staff). Plan check and approve customer plans.

Willdan Engineering, City of Scotts Valley. Inspect Residential and Non-Residential structures for compliance with appropriate Building Codes. Plan check and approve customer plans.

Chief Building Official, Stanislaus County, City of Patterson. Inspect Residential and Non-Residential structures for compliance with appropriate Building Codes. Supervise a crew of 6 (Building Inspectors, Code Enforcement and Clerical Staff). Designate Occupancy Classification for Hazardous Materials (Work with procedures and policies to ensure classification and containment of Hazardous Materials). Plan check and approve customer plans. Prepare various reports for Managers and City Council. Provide training for various code changes for internal and external customers. Work collaboratively with Building Officials, allied agencies (i.e., Stanislaus County Fire Department, PG&E) and contractors to resolve code interpretation and other issues identified during inspections. Basic knowledge of hazardous material rules and regulations and enforcement within California (Website review for regulation information). Basic knowledge of fire codes and placarding (Volunteer Firefighter I, EMT).

Sr. Building Inspector, El Dorado County, South Lake Tahoe Office. Inspect Residential and Non-Residential structures for compliance to appropriate codes. Supervise a crew of 3-6 inspectors and clerical staff. Work with Certified Unified Program Agency (CUPA) personnel (Inspected auxiliary power facilities at remote / mountain top cell sites). Plan check and approve customer plans. Prepare various reports for Managers and the Board of Supervisors. Provide training for various code changes for internal and external customers. Work with allied agencies and contractors to resolve issues identified during inspections.

David Webster

Senior Building Inspector

Profile Summary

Education:	Construction Management, California State University, Chico, CA
	AS, Building Inspection Technology, Butte College, Oroville, CA
Registration:	ICC Building Inspector
	ICC Plumbing Inspector
	ICC Mechanical Inspector
	ICC Electrical Inspector
	ICC Commercial Combination Inspector
	ICC Combination Inspector
	ICC Accessibility Inspector/Plans Examiner
	ICC Building Plans Examiner
	ICC Reinforced Concrete Special Inspector
	ICC Special Inspector Structural Masonry
	ACI Concrete Field-Testing Technician – Grade I
Experience:	26 Years

Mr. David Webster has extensive experience in building inspection of residential and commercial construction projects, schools and medical facilities. He recently served as a FEMA contractor providing inspections of major hospitals in Puerto Rico during the Hurricane Maria recovery effort. He also served as an instructor for Contractor State License School located in Sacramento, providing part time instruction for ICC–IBC/IRC classes. Mr. Webster is available to assist our Northern California clients.

Relevant Project Experience

Inspector of Record, Gerber Unified Elementary School District, Gerber, California. Provided DSA Certified Inspection in accordance with the requirements of the California Building Code, Title 24, for the $2.5 million Gerber School-wide Modernization Project. Project included new mechanical, electrical, fire alarm, and communication systems. Project also included structural seismic upgrades to existing school buildings and accessible upgrades to restrooms, walkways, ramps, and kitchen.

Quality Control Engineer, Hensel Phelps Construction Co., San Jose, California. Provided Quality Control Engineering for the startup of the $800 million San Jose International Airport Terminal Area Improvement Program. Major program elements included: $97 million modification to existing Terminal A; $105 million New Terminal B; $42 million Baggage Systems in Terminals A & B; $22 million Modification and partial Demolition of Terminal C; $230 million Consolidated Rental Car Facility; $125 million Roadway Improvements; and the $19 million completion of the North Concourse.

Senior Construction Inspector, PB Americas, Inc., San Francisco, California. Provided ICC-Certified Inspection as a Senior Construction Inspector for the $104 million Sam Trans Facilities Maintenance Project in San Jose, California. Duties included punch list and close out inspections for the 4-story maintenance and administration building; train wash station; all roads and underground utilities; underground maintenance tunnel; all tracks (yard, shop, and storage); loading and receiving building; waste oil/water storage building; oil/water separator building.

Inspector of Record, Palermo Union Elementary School District, Palermo, California. Provided DSA Certified Inspection for the new $4.5 million Golden Hills Elementary School. Project included all bridges, roadways, and underground utilities (fire and domestic water, electrical, sewer, and storm drains). Project included installation of 14 new relocatable classroom buildings, 2 new relocatable administrative buildings, and 1 new relocatable restroom building.

Stephanie Spieler, CBI

Supervising Building Inspector

Profile Summary

Education:	University of Kentucky, Bachelor of Arts
Registration:	ICC Certified Building Inspector # 5060566
	3-M Fire Protection Products Certificate of Completion
Experience:	11 Years

Ms. Stephanie Spieler is a Supervising Building Inspector with extensive experience in providing all types of residential and commercial combination building inspections. Ms. Spieler is available to provide building inspection services to our Santa Barbara County clients.

Relevant Project Experience

City of Goleta, California. Building Inspector. Responsible for building, electrical, plumbing and mechanical inspections as well as grading and NPDES inspections. Ms. Spieler also assists the permit technician in providing permit and plan check information at the public counter and in issuing permits.

County of Santa Barbara, California. Permit Technician/Building Inspector. Ms, Spieler began her County Career as permit technician and was responsible for plan check intake and permit issuance. She was promoted to Building Inspector and was responsible for combination building inspections as well complaints and investigations.

Land Use Planners. Administrative Assistant. Responsible for project management and permit acquisition

John Joseph

Senior Building Inspector

Profile Summary

Education:	A&P Mechanic Certificate of Graduation, Orange Coast College, Costa Mesa, California
Registration:	ICC and UBC Full Commercial/Residential Combo Licenses -- Building, Electrical, Mechanical, and Plumbing, #5093048 ACI Concrete Field Tech License, #01029090
Experience:	19 Years

Mr. John Joseph is a Willdan Engineering senior building inspector with 19 years of experience. Mr. Joseph managed and supported residential construction functions and performed detailed inspections. He consistently achieved and exceeded established deadlines while ensuring strict attention to detail; maintained thorough and contemporary industry knowledge. Mr. Joseph maintained high standards of quality and productivity to ensure successful inspections and project completion; recruited, trained, and promoted professional development of staff.

Relevant Project Experience

County of Los Angeles, Public Works - La Puente District Office, CA. Contract Residential/Commercial Senior Combination Building Inspector. Conduct new home, ADU, residential remodeling, and commercial T.I. inspections. Inspections include pre-foundation, wood/steel framing, welding, MEPS, fire, stucco systems, roofs, new pools, demos, and utility change-outs. Also given building red/yellow tagging duties. Also assisted with the implementing of the "paperless" transition with vast experience with IG Inspect and EnerGov on the iPad along with field training with other County and non-County Inspectors.

City of Costa Mesa, Building and Safety - Costa Mesa, CA. Residential/Commercial Combination Building Inspector. Assigned in training of new residential inspectors. Weekend 24 hour on-call duties with damage building reporting. Organize training seminars that Costa Mesa hosts with other jurisdictions. Inspection scheduling duties for all inspectors for the next business day. Work with all other related dept's in resolving Building Department issues (Planning, Public Works, Code Enforcement). Left in charge when supervisor is on vacation.

City of Irvine, Building and Safety -- Irvine, CA. Contract Residential/Apartment Senior Building Inspector. Conduct new home/apartment and residential remodel construction inspections. Inspections include pre-foundation, wood/steel framing, welding, MEPS, fire, stucco systems, roofs, new pools and demos, utility change-outs, encroachments, and code enforcement duties. Also performed witness duties for court proceedings. Communicate with superintendents on repair techniques and rework verifications. Assist city planners with plan verification on property setbacks and easements. Cover and maintain multiple territories when others are off. Supervisory duties when on vacation including scheduling and timesheet verification.

Daren Raskin, PE, CBO

Plan Check Engineer

Profile Summary

Education: California State Polytechnic University-Pomona
BS Engineering

Registration: California Professional Engineer, CE#57577
ICC Plans Examiner
ICC Building Official

Experience: 24 Years

Mr. Daren Raskin serves as Supervising Plan Check Engineer for Willdan. **Daren** possesses experience with design of various multi-story structures, shopping centers, commercial buildings, parking structures, and residential units. He has organized, scheduled, and supervised staff of engineers, draftsmen, and technicians. Mr. Raskin's expertise encompasses knowledge of all major building materials, including cold-formed steel, structural steel, concrete, and masonry as well as design of specialized systems of corrugated cold-formed shear walls, concrete shear walls, masonry shear walls, structural steel moment frames, braced frames and rigid diaphragm analysis. Mr. Raskin's previous engineering experience in structural design, analysis, and calculations for the repair of fire-damaged residential and commercial buildings, room additions, and custom homes and ensuring structural drawings met design and code requirements.

Relevant Project Experience

On-Call Plan Review and Inspection Services, City of San Bernardino, California. Plans Examiner responsible for plan reviews of multi-story office buildings, commercial buildings, retail outlets, single-family residences, medical facilities, educational facilities and multi-family residential developments.

On-Call Plan Review and Inspection Services, City of Rialto, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Loma Linda, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Moreno Valley, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, County of San Bernardino, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, March Joint Powers Authority, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments in connection with the development of former March Air Force properties.

On-Call Plan Review and Inspection Services, County of Riverside, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Beaumont, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

Dundee Residence Hall and Glasgow Dining Hall, University of California, Riverside, California. Plans Examiner responsible for plans reviews of improvements designed for the two halls.

On-Call Plan Review and Inspection Services, City of Norco, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

On-Call Plan Review and Inspection Services, City of Highland, California. Plans Examiner responsible for plan reviews of residential, commercial, and industrial developments.

Carl Wilson, PE

Plan Check Engineer

Profile Summary

Education: B.S, Civil Engineering, University of New Haven, Connecticut
Registration: California Professional Engineer, CE#32340
ICC Plan Examiner

Experience: 36 Years

As a Plan Check Engineer for Willdan, **Mr. Carl L. Wilson, PE**, possesses extensive structural and life safety plan checking experience. He is responsible for the complete plan checking for various projects, including complex commercial, industrial, institutional, and residential. He is responsible for all plan check phases, including coordination, scheduling, rechecking, code interpretation, and communicating and meeting with applicants.

Relevant Project Experience

City of Rolling Hills Estates, Building Plan Check, 608 Silver Spur – Mr. Wilson was the Plan Check Engineer who provided as-needed building plan review services for the existing building.

City of Maywood, Building & Safety Plan Check - Provide building and safety plan check services. Review private developments in accordance to adopted building, plumbing, mechanical, electrical, disabled access and energy codes.

City of Rolling Hills Estates, Building Plan Check, 627 Deep Valley – Mr. Wilson was the Plan Check Engineer who provided building code plan review services for commercial developments on 627 Deep Valley.

City of Rolling Hills – Plan Checker - Mr. Wilson is providing building plan check and grading plan check services for this assignment.

County of Los Angeles Department of Public Works – Plan Check Engineer – Mr. Wilson is providing as-needed building plan check services that include architectural, life-safety, structural, energy, disabled access, plumbing, mechanical, electrical and grading.

Mr. Wilson has provided plan check services for the following types of facilities:

- city hall remodels
- unusual retaining wall and foundation systems
- fire and police station facilities
- seismic upgrade of hospitals and public facilities
- health care facilities
- large multi-use casino/assembly occupancies
- large religious/church facilities
- senior citizen centers and senior housing
- hillside and beachfront custom homes
- multi-story (hi-rise) hotel facilities
- multi-story parking structures
- unreinforced masonry seismic upgrade plan checking
- wave uprush and coastal protective methods
- and many types of low-rise wood frame structures

Rouhi El-Rabaa, PE, CASp

Plan Check Engineer

Profile Summary

Education: Bachelor's in Civil Engineering
California State University, Los Angeles

Registration: California Professional Engineer, CE#92565
ICC Plans Examiner Certificate #8868081

Experience: 8 Years

Mr. Rouhi El-Rabaa is a Willdan Engineering Building Plan Check Engineer with 8 years of experience. Mr. El-Rabaa is a skilled professional accustomed to playing a vital role in civil engineering cycles. Highly trained in responding to the public, contractors, and design professionals. Experience includes; structural design and analysis, commercial, accessibility, and residential plan checking, structural calculation review, exceptional customer service, and building and municipal code enforcement.

Relevant Project Experience

Plan Check Engineer, Willdan Engineering, San Bernardino, CA. Rouhi is responsible for the following tasks: Conduct full-scope plan reviews for various disciplines, including; architectural, structural, fire-resistive, accessibility, energy, MEP, and green. He is highly experienced in reviewing the following types of buildings; single-family and multi-family residential, tract homes, hotels, OSHPD 3, industrial, commercial, assembly, factory-built, mixed-use, and miscellaneous. Rouhi is also responsible for technical structural calculation review for regular and irregular multistory buildings, podium structures, irregular diaphragms, offset shearwalls, tilt-up construction, and freestanding structures. He trains staff to recognize proper non-structural and structural design methodologies in plan checks; prepares correction notices to applicants as hardcopy or electronic correspondence; does design coordination meetings with design professionals and permit applicants; and researches and looks to implement latest developments in industry standards.

Plans Examiner, City of Redlands, Redlands, CA. Plan checked and reviewed the structural design of residential and commercial projects. Ensured that minimum code was established in the plan review stage. Resolved difficult problems with permit applicants and other members of the public regarding building code requirements and City regulations. Coordinated Division processes. Undertook or recommended changes to the processes in order to facilitate Division operations. Supervised, trained, and evaluated permit issuance staff. Prepared and issued comment letters to building permit applicants. Advised of resubmittal guidelines which would lead to approval. Prepared and categorized files, reports, and methods to record Division activities and procedures.

Graduate Structural Design Engineer, Arcadis Design & Consultancy, Doha, Qatar. Oversight of a large portion of five underground railway stations. Ensured alongside the project manager that all design and shop drawings were reviewed and issued to meet client standards and deadlines. Scheduled and monitored the progress of a large team of CAD technicians. Provided dependable engineering and project resourcing resolution in a fast-paced design-build atmosphere. Executed in-house plan checking and design checking. Established design conformance in line with all issued design development and shop drawings. Responded to contractor RFI's. Attended construction meetings and negotiated the feasibility of key delivery dates with the client. Collaborated with contractors, architects, MEP and site engineers to achieve a common directive. Performed detailed review of reinforced concrete structural calculations and advised alternative approaches. Sketched complex concrete steel reinforcement details to be used as expeditious blueprints for urgent site remediation.

Ted Beckwith, PE, SE

Plan Check Engineer

Profile Summary

Education: BS, Civil and Structural Engineering, California State University, Fullerton, CA
Certificate in Construction Technology, Riverside Community College, Riverside, CA

Registration: Registered Structural and Civil Engineer
ICC Certified Building Official
ICBO and ICC Certified Plans Examiner

Experience: 37 Years

Mr. Ted Beckwith is a Willdan Engineering senior plans examiner with 37 years of experience. Mr. Beckwith is experienced in reviewing complex plans for the construction of K-12 public schools and community colleges and performing counter review of minor projects.

Relevant Project Experience

California Division of the State Architect, Riverside, CA. Senior Structural Engineer (Lead). Managed the daily operations of the Riverside Satellite office associated with the San Diego Regional Office. Review complex plans for the construction of K-12 public schools and community colleges. Perform counter review of minor projects. Review of changes to approved plans in the form of addenda, revisions and change orders. Review of deferred submittal documents including, but not limited to, fire sprinklers and curtain wall glazing. Assist the design professionals in providing designs that are not only code compliant but economical. Work with architects, engineers, and school districts to obtain compliance with California. Building Code, especially during design development to achieve better buildings.

Willdan, San Bernardino, CA. Supervising Plan Check Engineer. Managed the staff of plan check engineers and developed staff and training programs. Worked in a fast-paced environment on plan review of many complex projects. Resolved issues with permit applicants on code interpretation and application to their project with forward thinking. Trained junior-level staff in the application of the adopted codes in the review of plans. Protectively worked with architects, engineers, contractors and owners to obtain compliance with the adopted codes of the state and more than 20 Building Departments. Prepared technical reports for the consideration of the local building official on matters of interpretation and administrative modifications of the building codes. Proficient in Fire Life Safety, Disabled Access, Structural, Energy Compliance, Electrical, Plumbing and Mechanical review as well as Building Department Administration.

Scott Fazekas & Associates, Irvine, CA. Supervising Plan Check Engineer. Managed the staff of plan check engineers. Worked in a fast-paced environment on plan review of many complex projects. Prepared technical reports for the consideration of the local building official on matters of interpretation and administrative modifications of the building codes to effectively apply the code. Resolve issues with permit applicants on code interpretation and application to their project. Protectively worked with architects, engineers, contractors and owners to obtain compliance with the adopted codes of the state and more than 20 Building Departments. Proficient in Fire Life Safety, Disabled Access, Structural, Energy Compliance, Electrical, Plumbing and Mechanical review as well as Building Department Administration.

Aaron Cowen, PE

Plan Check Engineer

Profile Summary

Education:	California State University-Long Beach, BS Civil Engineering
Registration:	California Professional Engineer, CE#58878 ICC Plans Examiner
Experience:	29 Years

Mr. Aaron Cowen, a registered Civil Engineer in California, is a Plan Check Engineer for the Building and Safety Division. Aaron has more than 29 years of experience in the engineering field including design, drafting and plan check experience.

Mr. Cowen's experience includes the design of wood structures, cantilevered concrete decks, thin-wall concrete shells, retaining walls, foundation systems, and design calculations.

Prior to joining Willdan, Mr. Cowen's previous engineering experience includes the position of Senior Engineer with a Southern California engineering firm. In this capacity, he was design lead on numerous projects; provided on-site field inspections; and was responsible for the management and administration of all engineering data and information.

Relevant Project Experience

PLAN CHECK

- City of Rosemead
- City of Goleta
- City of Moreno Valley
- Morongo Band of Mission Indians
- City of Canyon Lake
- City of Rialto
- City of San Bernardino
- City of Norco
- City of Highland
- City of Loma Linda
- City of Grand Terrace

Stefan Chiose, PE

Plan Check Engineer

Profile Summary

Registration: Professional Engineer, California No. 82816
ICC Certified Plan Examiner
ICC Certified Fire Sprinkler Plan Examiner

Experience: 12 Years

Mr. Stefan Chiose has 12 years of experience in project management and engineering, with A&E firms and local government. He is experienced in performing technical analyses of plans, specifications, and reports; and reviewing documents for completeness, accuracy, and conformance to applicable codes, ordinances, and national standards.

Relevant Project Experience

City of Newport Beach, Newport Beach, CA. Structural Engineer. Reviewed construction drawings plans, commercial and residential architectural and structural plans, and disabled accessibility plans for compliance with the California Standard Building Codes. Prepared correction letters to document deviations in submittals and provided applicants with recommendations to meet minimum code requirements. Also responded to questions from architects, engineers, and owners regarding codes and other issues with projects, both over the phone and at the public counter.

Consulting Engineer, Irvine, CA. Project Engineer. Was responsible for engineering and construction administration. Worked to plan projects, establish project criteria, coordinate project reviews, and ensure the proper implementation of project elements. Cooperated and communicated with project managers and other project participants and collaborated with senior engineers to create more efficient project methods and to maintain the project's profitability. Reviewed the engineering tasks and initiated the necessary corrective actions.

Consultant Structural Engineering, Irvine, CA. Project Engineer. Was responsible for structural engineering accurately calculating the required stress load of infrastructure to ensure that they were safe and stable for daily use. Was also responsible for project coordination – tracking performance and analyzing the completion of key goals.

Structural Engineering, La Jolla, California. Structural Engineer Intern. Supported design leads for seismic analysis and structural calculations. Conducted basic structural analysis and design of projects of all material types (steel, concrete, masonry, and wood. Assisted in the review of plans and specifications.

Margo Markova, EIT

Plans Examiner I

Profile Summary

Education: Saint Petersburg State University of Architecture and Civil Engineering
BS in Civil Engineering

Registration: Engineer-in-Training #176327

Experience: 1 Year

Ms. Margo Markova is a Willdan Engineering plans examiner with 1 year of experience. Ms. Markova's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, Energy, Green Building and Electrical Codes. Margo reviews solar plans submitted to our electronic plan review portal and is able to complete the reviews within one – two days from date of submission.

Relevant Project Experience

PLAN CHECK

Margo Markova's experience includes plan review of numerous projects in compliance with the California Building, Plumbing, Mechanical, and Electrical, Green Building, and Energy Codes. Plan check projects include single and multi-family homes, storage racks, solar plans.

Eric Simonson, CBO

Plan Check Engineer | Inspector

Profile Summary

Education: Aspire College, Sacramento

Registration: ICC Building Official # 5107388-CB
ICC Building Inspector # 5107388-B3
ICC Plans Examiner # 5107388-B5
ICC Certified Journeyman Electrician # 000-12-8337
Accessibility Inspector/Plans Examiner # 5107388-21
California General Contractor License # 774476

Experience: 23 Years

Mr. Eric Simonson has over 23 years of experience in the construction industry. He is a seasoned Chief Building Official with extensive community development experience. Mr. Simonson values integrity, initiative, fiscal responsibility, focus and experience.

Relevant Project Experience

Construction Building Inspector, Building Services Manager, Placer County (Auburn and Tahoe, CA), Placer County Community Development Resource Agency. Major Functions: Management of the Building Services Division programs and operations in both Auburn and Tahoe offices. Serve as acting Deputy Director in the absence of the Director. Building design, construction, inspection, plans examination, permit application, code compliance and enforcement, and cannabis regulation.

- Daily oversite of the Building Services Division.
- Development and implementation of the division's work plan, goals, objectives, policies, and procedures.
- Prepares budget and controls expenditures.
- Technical advisor to internal County staff, management, and external organizations on building, fire, and code compliance policies.
- Develop and maintain workflow for plan check operations
- Residential and Commercial building inspection; train and mentor inspectors
- Appointment and development of personnel; provide and coordinate staff training; conduct performance evaluations.
- Serve as County liaison with other regulatory agencies, Special Districts, Fire Departments, Sheriff Office.

Assistant Community Development Director/Building Official, City of Watsonville, CA. Major Functions: To provide support and assistance to the Community Development Director in planning, organizing, coordinating and directing the functions of the City's Community Development Department, in the administration and maintenance of the City's General Plan, Zoning Ordinance and other development regulations; in overseeing the issuance of all permits and approvals for private construction and land development; and in serving as the City of Watsonville Chief Building Official.

Johnny Goetz, CBO

Building & Safety Lead

Profile Summary

Education: University of California, Los Angeles
Project Management

Registration: ICC Building Official
ICC Building Inspector
ICC Commercial Building Inspector
ICC Residential Building Inspector
CALGreen Inspector
Certified Sustainability Professional
OSHA 10 and 30-hour Certified
FEMA 100, 200, 700, & 800 Certified

Experience: 27 Years

Mr. Johnny Goetz is an experienced construction industry executive with a strong history of timely execution of large-scale initiatives involving many stakeholders. He is a seasoned leader having supervised teams of inspectors, project managers, architects, engineers and designers with strengths in communication, management of customer relationships, strong budget oversight and control, and a deep knowledge of building, state, and local codes.

Relevant Project Experience

Director of Operations, Woodland Hills, CA. Mr. Goetz managed the construction, renovation and capital improvements process for projects ensuring on budget and timely completion. He was responsible for improving on time performance and programs. He has a standard use of internal tracking system (naming conventions, QA/QC processes) and established a standard comment letter template to be used by all offices and was responsible for writing city / council reports. Mr. Goetz mentored and trained early staff and establish and a new client kick off document to be used by all offices. He was the direct report for all offices and support staff as needed. Mr. Goetz attended weekly jurisdictional meetings and was responsible for attending all CALBO, AZBO, EDU Code, and ICC Code hearings and ABM's.

Chief Building Official/Senior Plans Examiner, Woodland Hills, CA. Mr. Goetz managed the construction, renovation and capital improvements process for projects ensuring on budget and timely completion. He was responsible for doing plan review on a variety of projects. He was the in-house Building Official for multiple cities; performed Business Development as required; responsible for training in house inspection staff; responsible for writing city / council reports; attended weekly jurisdictional meetings; and was responsible for attending all CALBO.

Municipal Experience

Town of Truckee; Town of Mammoth Lakes; Mammoth Lakes Fire Department
Served as the Chief Building Official for the Town of Truckee from 2013–2018. Was responsible for daily activity within the Building Division including permit issuance, plan check, inspections, and code compliance activity. From 2003–2013 served as the Assistant BO/Solid Waste Coordinator for the Town of Mammoth Lakes where responsibilities included oversight of permit issuance, plan check, and inspection as well as supervision of the Building Division Budget and Code Compliance Workgroup coordination. Furthermore, was an Engineer with the Mammoth Lakes Fire Department from 2005–2013.

Patrick Johnson, PE, CBO

Director of Building and Safety

Profile Summary

Education:	University of Iowa, Iowa City, IA Bachelor and Science, Structural Engineering California State Polytechnic University-Pomona Master of Engineering
Registration:	California Professional Engineer, CE#67960 Arizona Professional Engineer, CE#50435 Colorado Professional Engineer, CE#43704 Nevada Professional Engineer, CE#20699 ICC Building Official ICC Plans Examiner ICC Building Inspector
Experience:	22 Years

Mr. Patrick Johnson has 22 years of construction and engineering experience and is a registered engineer specializing in lightweight commercial, industrial, and residential structures. He has plan checked several tilt-up warehouse buildings up to 2.3 million square feet and numerous structures consisting of braced and moment frames for lateral resistance, prestressed concrete structures, and multi-story buildings up to six stories in height.

As Director of Willdan's Building and Safety Division, Mr. Johnson is responsible for overseeing all Building and Safety services company-wide as well as providing structural plan review. He has attended code enforcement and seismic application seminars and has received his Master of Engineering degree, specializing in structures, from California State Polytechnic University. Patrick has served as acting building official for the cities of Big Bear Lake, Loma Linda, and Rancho Mirage. He has served as a forensic engineer responsible for justifying probable causes of structural damage caused by expansive soils.

As a project manager for Willdan's On-call Building Official and Building and Safety Services contracts, Mr. Johnson works with City managers to plan, organize, direct, and administer the activities of their Building and Safety Departments, including building inspections; inspection of construction; and general rehabilitation or repair of commercial, residential, and industrial properties. He has overseen reviews of building plans, calculations, and specifications for proposed structures; administered building and safety code enforcement; and reviewed construction plans to ensure they meet building codes and zoning regulations. Mr. Johnson also oversees inspectors monitoring construction sites to determine whether structures and systems have been installed to meet all construction codes and ordinances for public safety.

Relevant Project Experience

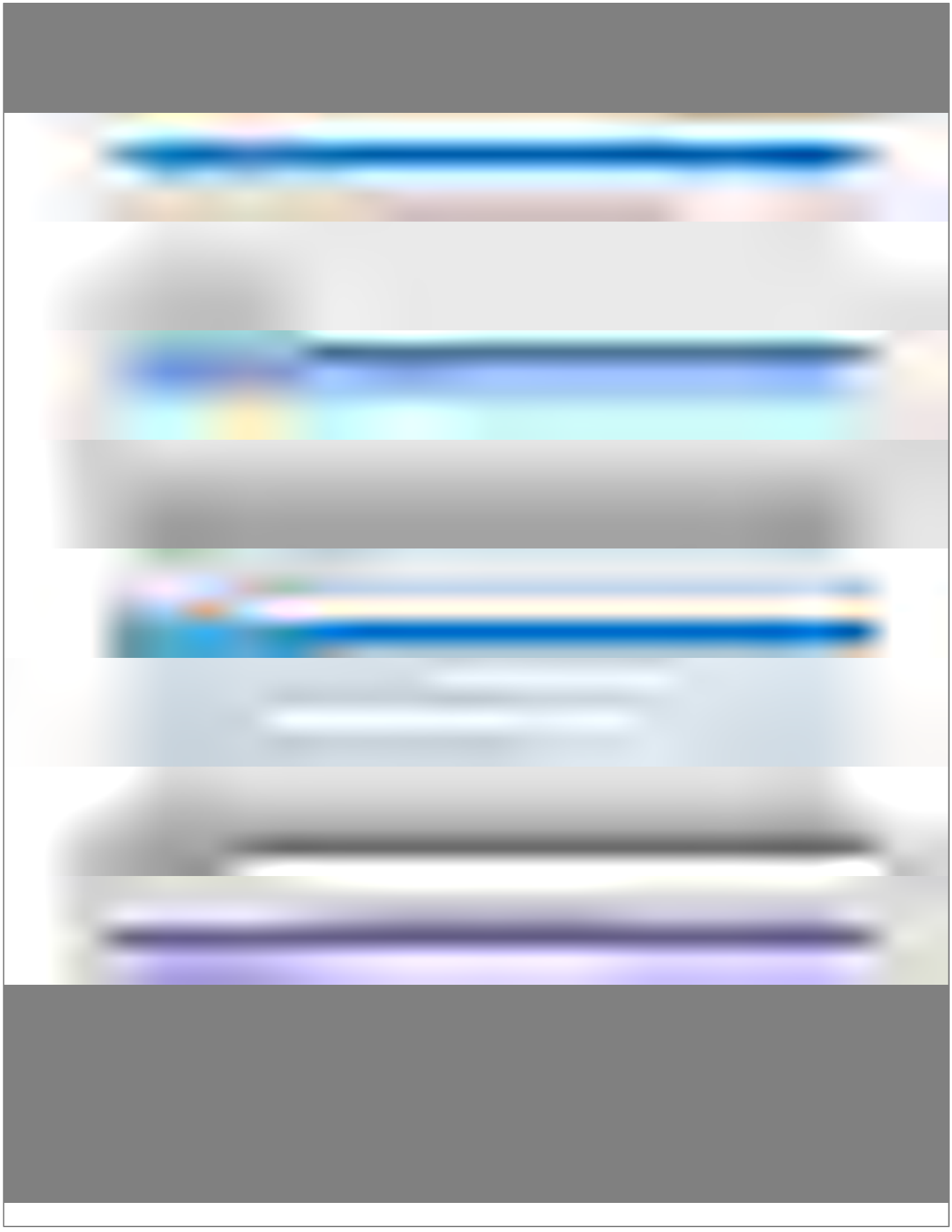
Building Official Services, Cities of Banning, Big Bear Lake, Highland, Loma Linda, March JPA, and Rancho Mirage, CA. Building Official. Responsible for working directly with the City Manager to plan, organize, direct, and administer the activities and operation of the Building and Safety Department, including building inspections, inspection of construction, and the general rehabilitation or repair of commercial, residential and industrial properties. Oversee the review of building plans, calculations and specifications for proposed structures. As the administrator of Building and Safety, approve all construction plans to ensure they meet building codes and regulations. Inspect and monitor construction sites to determine if structures and systems are installed to meet all construction codes and ordinances for public safety. Supervise, train, and evaluate and; monitor and coordinate work. Oversee staff engaged in the preparation and maintenance of records of plans, inspection processes, letters and reports prepared or used in connection with building inspections; respond to questions from property and building owners; and interpret codes.

BUILDING & SAFETY RESUMES

Appendix

The following pages contain comprehensive resumes for our proposed key team.











Fee Proposal

SERVICE PROVIDED	HOURLY RATE
Project Manager	$160/hour
Building Official	$155/hour
Engineering Plans Examiner	$135/hour
Plans Examiner	$130/hour
CASp Plan Review & Inspection	$130/hour
Building Inspector	$105-$115/hour
Senior Building Inspector	$115-$125/hour
Permit Technician	$80/hour
Senior Permit Technician	$90/hour
Administrative Assistant	$70/hour
Fire Plans Examiner	$130/hour
Fire Inspector	$115-$125/hour

** Rates will not increase through June 30, 2024. If the Agreement is extended beyond June 30, 2024, Willdan may reserve the right to increase rates once per year to the value between the 12-month % change of the Consumer Price Index for Ventura County area and five percent.

** The City of Ojai agrees to travel cost reimbursement to Willdan Engineering pertaining to the services provided. Travel cost reimbursement shall include but not limited to the following: Mileage at the current IRS rates, hourly wages for travel to and from the site (NTE 8 hours per round trip), lodging and meals per diem rates (GSA) for Ventura County, and any overtime pay as stated in the proposal dated November 8, 2023.

Attachments

Per the City's response, the letter regarding the Professional Services Agreement and Disclosure of Employee Relationships and Financial Interests and Certificate of Non-Discrimination are not required to be submitted.

City of Ojai

As-Needed Engineering Services

Client Name	*Client Project Manager*	*Project Dates*
City of Inglewood One Manchester Boulevard Inglewood, CA 90301	**Peter Puglese** City Principal Traffic Engineer (310) 412-5333 ppuglese@cityofinglewood.org	2003-Present

Services Provided

- Civil Engineering
- Structural Engineering
- Traffic and Transportation Engineering
- Electrical Engineering
- Mechanical Engineering
- Geotechnical Engineering
- Environmental Planning
- Utility Investigation and Locating
- Landscape Architecture
- Grant Funding Administration
- Grant Writing
- Engineering Design Review
- Staff Support Services
- Construction Management and Inspections
- Labor Compliance
- Survey/Right-of-Way/Map Check

Outcome: Ongoing

As-Needed Engineering Services

Client Name	*Client Project Manager*	*Project Dates*
City of La Puente 15900 East Main Street La Puente, CA 91744	**John DiMario** Development Services Director (626) 855-1517 jdimario@lapuente.org	1996-Present

Services Provided

- Civil Engineering
- Traffic Engineer
- Public Works Permits/Inspection
- Development Review
- CIP Design
- CIP Construction Support Services
- Grant Writing and Application
- Grant Funding Administration
- Storm Water/Drainage/NPDES Program
- Survey/Right-of-Way/Map Check
- Landscape Architecture
- Utility Investigation and Locating
- Landscape Architecture
- Infrastructure Operations and Maintenance
- Subcontractor/Subconsultant Procurement and Management
- Encroachment Permit and Inspection
- Architectural Services
- Environmental Engineering/Documentation
- Construction Management and Inspections
- Labor Compliance

Outcome: Ongoing

City of Ojai

ENGINEERING SERVICES

Land Development Project Management/Plan Check/On-Call Civil Engineering

Client Name	*Client Project Manager*	*Project Dates*
City of Calabasas 100 Civic Center Way Calabasas, CA 91302	**Robert Yalda** Public Works Director/City Engineer (818) 224-1670 ryalda@cityofcalabasas.com	2007-Present

Services Provided

- Civil Engineering
- Land Development Plan Check
- Subdivision And Map Checking
- Soils And Geological Review and Inspection
- Land Surveying and Special Studies Review

Outcome: Ongoing

Land Development Plan Check

Client Name	*Client Project Manager*	*Project Dates*
City of Ventura 501 Poli Street Ventura, CA 93001	**Chandra Chandrasker** Senior Civil Engineer (805) 654-7714 cchandrashaker@cityofventura.ca.gov	2014-Present

Services Provided

- Land Development Plan Check

Outcome: Ongoing

Land Development Plan Check

Client Name	*Client Project Manager*	*Project Dates*
City of Ridgecrest 100 W. California Ave. Ridgecrest, CA 93555	**Travis Reed** Public Works Director/Acting City Engineer (760) 499-5080 treed@ci.ridgecrest.ca.us	2011-Present

Services Provided

- Land Development Plan Check

Outcome: Ongoing

As-Needed Engineering Services

Client Name	*Client Project Manager*	*Project Dates*
City of Paramount 16400 Colorado Avenue Paramount, CA 90723	**Adriana Figueroa** Director of Public Works (562) 220-2020 afigueroa@paramountcity.com	1978-Present

Services Provided

- Civil Engineering
- Structural Engineering
- Traffic and Transportation Engineering
- Electrical Engineering
- Mechanical Engineering
- Geotechnical Engineering
- Environmental Planning
- Utility Investigation and Locating
- Landscape Architecture
- Geographic Information System (GIS)
- Engineering Design Review
- Staff Support Services
- Land Survey and Mapping
- Construction Management & Inspections
- Labor Compliance
- Grant Funding Administration
- Grant Writing

Outcome: Ongoing

City of Ojai

Building Plan Check and Inspection Services

Client Name	*Client Project Manager*	*Project Dates*
City of Orange 300 E Chapman Ave Orange, CA 92866	**Evan Zeisel, CBO** Building Official 714.744.7201 ezeisel@cityoforange.org	2020 – Present

Services Provided

- Building Plan Check
- Inspection

Outcome: Ongoing

Building Safety Services

Client Name	*Client Project Manager*	*Project Dates*
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	**T. Jarb Thaipejr** City Manager 909.799.2810 JThaipejr@lomalinda-ca.gov	1980 – Present

Services Provided

- Building Plan Check
- Building Official
- Inspection
- CASp
- Permit Technician
- Stormwater
- Grading Plan Review

Outcome: Ongoing

Building Safety Services

Client Name	*Client Project Manager*	*Project Dates*
City of Banning 99 E. Ramsey St. Banning, CA 92220	**Adam Rush** Community Development Director 760.219.2791 arush@banningca.gov	2019-Present

Services Provided

- Building Plan Check
- Building Official
- Inspection
- CASp
- Permit Technician
- Stormwater
- Grading Plan Review

Outcome: Ongoing

Relevant Experience and References

BUILDING & SAFETY

Building Plan Check, Inspection Services and Permit Technician Services

Client Name	*Client Project Manager*	*Project Dates*
City of Rolling Hills Estates 4045 Palos Verdes Dr. North Rolling Hills Estates, CA 90274	**Greg Grammer** City Manager 310.377.1577 gregg@ci.rolling-hills-estates.ca.us	1997 – Present

Services Provided

- Building Plan Check
- Inspection
- Permit Technician

Outcome: Ongoing

Building Official, Plan Check and Inspection Services

Client Name	*Client Project Manager*	*Project Dates*
City of Sierra Madre 232 W Sierra Madre Blvd. Sierra Madre, CA 91024	**Vincent Gonzalez, Director** Planning & Community Preservation 626.355.4239 VGonzalez@cityofsierramadre.com	1999 – Present

Services Provided

- Building Official
- Building Plan Check
- Inspection

Outcome: Ongoing

Building Official and Plan Check Services

Client Name	*Client Project Manager*	*Project Dates*
City of Cudahy 5220 Santa Ana St. Cudahy, CA 90201	**Alfonso Noyola** City Manager 323.773.5143 anoyola@cityofcudahyca.gov	2012 – Present

Services Provided

- Building Official
- Building Plan Check

Outcome: Ongoing

Building Plan Check Services

Client Name	*Client Project Manager*	*Project Dates*
City of Fullerton 303 W. Commonwealth Ave. Fullerton, CA 92832	**Tri Nguyen, CBO, PE** Building Official 714.773.5799 Tri.Nguyen@cityoffullerton.com	2022 – Present

Services Provided

- Building Plan Check

Outcome: Ongoing

Building Plan Check Services

Client Name	*Client Project Manager*	*Project Dates*
City of Tustin 300 Centennial Way Tustin, CA 92780	**Mariam Madjlessi, MS, PE, CBO, CASp** Deputy Building Official 714.573.3109 mmadjlessi@tustinca.org	2020 – Present

Services Provided

- Building Plan Check

Outcome: Ongoing

The work breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The work breakdown structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule.

To monitor labor costs, each person performing work on a project completes a weekly timecard that identifies the project, segment of work, and engineering discipline by code. Man-hour summary reports are developed weekly from the timecards and are issued to our project manager for review. Each project manager then updates the schedule. This simple system provides accountability for Willdan's payroll, billings, and progress reporting and serves as the basis for all cost-related project management data.

Cost Controls

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work.

Beginning with electronic timekeeping, project hours are assigned to the appropriate tasks and subtasks and booked as work-in-process. Pre-bill reports are generated that identify the hours to be billed along with any other direct charges to the project. This is the information used to determine each month's invoicing. Once hours and charges are billed, they are shifted from Work-in-Process to Accounts Receivable to ensure that billed hours are inactivated. Monitoring is easily accomplished through team member progress updates and comparisons between the scope of work, schedule, and budget.

Schedule Controls

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule. If it is determined that a project is falling behind schedule, project managers meet with the respective team members, identify the problem, and ensure that extra support and effort are expended to bring the project back on schedule. Willdan will keep City staff informed of the overall schedule, including advanced notification of any necessary adjustments or actions to remain on track. Project managers monitor all progress on a weekly basis.

We have committed a baseline allocation of local resources exclusively to this as-needed contract based upon our experience with similar contracts. If workload leveling is required to balance overall demand from project assignments with our staff capacity, we will address the excess demand through staff overtime; seek to outsource work for our other projects; augment our staff with known independent specialists; or implement a combination of the above remedies.

This approach enables us to always make available staff with the appropriate expertise that aligns with the needs of each individual awarded project. Accommodating varying levels of work is also made possible with efficient and timely project execution. Our Project manager's diligent implementation of project management controls such as strategy work sessions; issue, action item, and decisions logs; critical-path, resource-loaded scheduling; and other project management strategies based upon the Project Management Institute guidelines ensures projects are delivered on time and within budget – facilitating effective resource planning activities. Lastly, our project manager will conduct performance briefings to discuss staffing and schedule needs and challenges and any project issues that require increases in staffing.

Quality Control

Typical quality assurance activities entail ensuring the appropriate level of technical staff, monitoring the quality of assignment completion and turnaround times for reviews, providing expert guidance on challenging project components, and keeping open communication regarding contract performance with City personnel.

Keys to Success – Quality Assurance and Control

- *Project Kick-Off Meetings* – All project team members will meet to discuss and clarify the project scope, schedule, and other pertinent information related to the service or project. This meeting is conducted upon receipt of the notice to proceed and prior to any work being performed. This meeting can be an in-person meeting or conference call depending on the complexity of the assigned project.

- *Continual Communication* – The appropriate persons from Willdan identified in the kick-off meeting are responsible for keeping the City up-to-date on project status and issues raised throughout the project. This is accomplished through regular meetings, written status reports, or other means of communication requested.

- *Periodic Updates through Project Status Meetings* – At the project kick-off meeting, the project team determines and selects meeting dates throughout the project to discuss coordination, issues, changes, and other information necessary to keep the project on track in terms of quality, schedule, and budget.

- *Objective Review of Project by Peers* – Prior to the submittal of a project to the City, appropriate staff members review the project to ensure all information is accurate. Willdan staff conducting these reviews are not directly involved with the project – enabling objectivity in the review. Depending upon the complexity of the project, the four levels of our quality assurance review for project deliverables may entail:

  - Level 1 – peer review only
  - Level 2 – peer review and editorial review (documents)
  - Level 3 – peer review, editorial review, and professional engineer review
  - Level 4 – all elements of Level 3 plus additional reviews by specific technical experts

Project Controls

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. The project control system provides an objective measure of performance integrating the following functions:

Project Specific Approach

Willdan will implement a uniform approach for projects consisting of conducting a kick-off meeting to discuss detailed project scoping and criteria, reviewing existing available record information, and City goals for the project. Willdan's project management approach will be to monitor and contain costs for this project, meet schedule milestones, and deliver quality project bid packages. The strategies below will be implemented as part of our project management approach.

Work Plan: A work plan addressing staffing resources and assignments, scope of work, deliverables, budget, and schedule will be developed and submitted to the City for approval. This plan – as approved by the City staff – will provide definitive direction to the project team.

Schedule: A schedule defining each task needed to meet key milestone dates will be prepared and submitted to the City for approval. Using open dialogue with our team, the City 's project staff, and stakeholders, Willdan will adjust as needed to meet the project delivery goals.

Meetings: Project team meetings will be held to facilitate informed discussions and decisions and build team consensus on solutions and action items. All team members will be informed through complete and accurate meeting minutes highlighting decisions, action items, and prompt follow-through.

Research and Development: A comprehensive and accurate base map with verified field conditions is critical to developing a design addressing potential conflicts. Existing record improvement drawings such as traffic signal, signing and striping, street lighting, and street improvement as-builts – together with photographs and field observations – will make up the resources used to compile the base mapping. This includes prompt utility requests to obtain necessary information regarding buried and overhead facilities.

Designs: A comprehensive and preliminary design incorporating topographic features, field reviews, and utility data is vital to effective design. Impact identification at this stage is critical to controlling construction costs and minimize construction delays. Construction cost estimates are routinely updated during the various task phases. Final design plans, specifications, and construction estimates will be implemented as soon as the preliminary design has been approved and pavement strategies have been reviewed and approved.

Services during Construction and As-Built Plans: The assigned Task Managers will be available to the City during the bidding and construction phases to provide technical assistance as needed. Upon completion of construction and receipt of the contractor's and inspector's redlined control plan sets, we will review and clarify any apparent conflicts in as-constructed notations and prepare an as-built set of record drawings for the City's files.

Techniques to Achieve Project Schedule Milestone

Accommodating varying levels of work is accomplished by careful resource and project planning. Willdan conducts weekly meetings to discuss project planning, workload leveling, and assess critical staff assignments. For example, if a Willdan staff member has upcoming quality control responsibilities, no other assignments will be allocated to that person that would impede his/her ability to succeed in performing a critical design check or independent review.

- Review discretionary application for preliminary compliance with construction codes
- Coordinate with Code Enforcement regarding an aggressive abatement program
- Review and update the Building and Safety Procedures Manual
- Monthly Reporting of Building and Safety Activities as well as reports required for fee collection and other reports required by the State of California or other government agencies
- Processing of Planning Commission and City Council staff reports related to Building and Safety items
- Periodic attendance at Planning Commission and City Council meetings
- Provide emergency and after-hours inspection and reports of damaged properties of structures

ENGINEERING SERVICES

Our approach to serve the City on this contract is based upon our 60-year history of serving public agencies. Willdan utilizes a management approach, whereby each assignment is undertaken by a project team. Each project is assigned to a senior member of our staff with the background, experience, and availability best suited for the assignment.

Willdan has designated a team to provide on-call support services to the City for specific projects/task orders. The fundamental goal of Willdan's team is to provide the City with the highest level of support in completing the as-needed special tasks. This will require close personal coordination between Willdan and the City. To accomplish this, we will conduct interactive meetings with City staff throughout the course of each assignment to ensure all issues are addressed. Our team has a broad variety of talent and experience in city engineering; development review; public works permitting and inspection; capital improvement project design, inspection, and contract administration; facility and infrastructure maintenance and repair; surveying; and soils investigation. Combined with our understanding of the desired services, Willdan can assist the City with successful completion of all engineering matters.



Willdan will commit the appropriate staff to ensure specific projects, as well as the overall contract, are successful. Our intended approach is to:

- Fully understand each project
- Review each project scope of work in detail with City staff
- Agree on course or extent of best-suited action
- Proceed with project accordingly

Having successfully completed many other assignments of this type for other agencies within the Ventura and Southern California regions, Willdan's proposed team understands City processes and possesses the technical and communication skills that are vital to ensuring each task receives the necessary attention, objectives are met, schedules are adhered to, and project tasks are within budget.

with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.

(2) Commencing January 1, 2014, a local agency shall employ or retain a sufficient number of building inspectors who are certified access specialists to conduct permitting and plan check services to review for compliance with state construction-related accessibility standards by a place of public accommodation with respect to new construction, including, but not limited to, projects relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply with this subdivision, at least one-half of the certified access specialists shall be building inspectors who are certified access specialists.

Our CASp-certified inspectors will provide building and site evaluations for ADA and State Disabled Access requirements; provide evaluations and reporting for Applicable Construction Related Accessibility Standards; provide CASp Disability Access Certificates; provide expert witness and legal services support; and provide other services as required by the City. **Our CASp-certified inspector will be available within 24 hours of notification or sooner.**

PERMIT TECHNICIAN SERVICES

Under the supervision of the City, our provided permit technician(s) will provide customer-friendly public counter service. Using the City's permitting software system for plan check tracking, permit issuance and report generation, Willdan provides quick, efficient service at the counter. Our knowledgeable staff, who always understand that this may be the first time that a citizen is applying for a permit, have the ability to help all applicants, from the least knowledgeable applicant for a simple home remodel to experienced owners who have many years of development experience.

Our goal is to make sure that every applicant feels that we have answered their questions and met their needs. The designated permit technician(s) will provide counter services during City Hall hours.

Our building counter services include but are not limited to:

- Customer support at the counter and over the phone
- Permit application review to ensure completeness and accuracy
- Fee calculation
- Building permit processing and issuance
- Public assistance in completing permit applications
- Verification that projects have obtained all necessary approvals prior to permit issuance
- Applicant notification when construction documents and/or permits are ready for pick-up or issuance
- Coordination and routing of construction documents to the appropriate City staff for plan review and approval
- Resolution of resident inquires and complaints
- Records maintenance, document preparation for storage and or imaging

BUILDING OFFICIAL SERVICES

Responsibilities include, but are not limited to:

- Quality control review of plan checks and inspections
- Preparing code updates each cycle for Municipal Code adoption
- Resolution of resident inquires and complaints
- Building Official Administration, processing of complex Building Code issues and dispute resolution
- Contribute the necessary resources to the configuration, implementation and on-going support of an automated permitting system
- Participate in the City's Architectural Review Board

PLAN REVIEW SCHEDULE

TYPE OF PROJECT	INITIAL REVIEW	SUBSEQUENT REVIEWS
Residential Plan Review	7 working days	5 working days
Commercial Plan Review	10 working days	5 working days
Solar Plans	2 – 3 working days	1 – 2 working days

Plan review status can be accessed 24 hours a day by going to our website, Willdan.com, (http://willdan.com/new/clientLinks.aspx#planreview) and entering either the plan check/permit number, or the project site address. This service is provided for applicants, designers, engineers, and City staff.

INSPECTION SERVICES

Our inspectors are ICC certified and fully experienced performing residential, commercial and industrial inspections for compliance with the approved plans and related documents. The inspections will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, and the State and Federal regulations for Accessibility, Noise and Energy Conservation, California Fire Code and provisions of Title 19 and NFPA.

Inspection staff will be available to meet with City staff, builders, developers, and citizens to provide assistance and resolve any inspection issues that may arise. Inspectors shall attend and participate in required meetings with other City inspection and plan review staff, property owners, contractors and/or design professionals.

Inspectors will review the permit package to verify that the on-site condition is consistent with the appropriate records for square footage, setbacks, heights, and other requirements that may be applicable. Inspectors will comply with the City's procedures for reporting inspection results, use City inspection correction forms, make appropriate entries onto the permit documents, and follow City procedures prior to finalizing a building permit.

Willdan will verify that all inspection records, including daily records of what was inspected which will be recorded on the job card and permit copy entered into the City's Building and Safety computer system. We will employ such techniques as necessary to minimize delays to builders and provide helpful advice and counsel to builders, owners, engineers and architects as to enhance the orderly flow of the construction process yet maintaining an effective level of enforcement. Inspectors shall ensure that any construction changes are documented and approved by appropriate City staff.

Our inspection staff are supplied with cell phones and laptops and/or iPads for email communication and document creation and record keeping. Inspections will be provided within 24 hours of notification or sooner.

CASP SERVICES

Willdan can provide CASp-certified inspectors to the City as required by **California Civil Code, Division 1, Part 2.52, Section 55.53(d)1&2,** which reads as follows:

> *(d) (1) Commencing July 1, 2010, a local agency shall employ or retain at least one building inspector who is a certified access specialist. The certified access specialist shall provide consultation to the local agency, permit applicants, and members of the public on compliance with state construction-related accessibility standards with respect to inspections of a place of public accommodation that relate to permitting, plan checks, or new construction, including, but not limited to, inspections relating to tenant improvements that may impact access. If a local agency employs or retains two or more certified access specialists to comply*

Plan check will include a review of any or all of the following design elements as determined by the City:

- Architectural
- Fire/Life-safety
- Plumbing
- Mechanical
- Structural
- Electrical
- Energy Conservation Regulations (Title 24)
- Disabled Access Regulations (CBC)
- Green Building Standards
- CASp

Willdan will provide two complete typewritten plan check letters which outline the documents reviewed, instructions to the applicant regarding the processing of documents, and a listing of plan check comments. The plan check comments will refer to appropriate sheets, details or calculation pages and the code section of concern. Comments shall specify the apparent code violation.

Willdan will supply the City with plan bags and shipping labels as well as Willdan's FedEx and GLS account numbers.

ELECTRONIC PLAN REVIEW

Willdan has long had the ability to provide plan review services electronically, at no additional cost to the City or applicants. The many advantages of our "tree-saving" electronic plan review process includes the elimination of the need for additional computer software or hardware—only an Internet connection is necessary. Electronic plan review services are provided at the request of the applicant or the agency we serve. Submittals are accepted in PDF format and reviewed in Bluebeam. Willdan will review plans and has the ability to transmit the redlined plans back to the applicant or designer via the website, along with the plan review comment sheet.

"Working with Willdan speeds up the installation of solar. They have quick and efficient plan reviews through an electronic review process. Complete Solar is happy to continue to work with Willdan on a regular basis."

Sarah Prado, Agent
Complete Solar

This service allows for on-line collaboration between the City, designer and plans examiner to facilitate a complete understanding of plan review comments and can reduce shipping, printing and timelines for plan review processing for the applicant.

Our EPR portal also serves as an accurate log of all plans coming in and going out. City staff will have full access to the site and will have the ability to check status, review redlines, comments, etc.

ELEC



Draft Scope of Work

When it comes to serving the residents of the City of Ojai community, Willdan sees our role as that of facilitator and guide, helping the City's customers in getting through the review, permitting, and inspection process, rather than leaving the applicant in a bind in obtaining or signing off permits, while ensuring development complies with building codes and City standards. We understand that the process of complying with the various codes, standards, regulations and laws can be a formidable and daunting undertaking for even the most seasoned design or construction professional. Furthermore, an understanding of the complexity associated with processing private development applications and the sometimes-competing interests is essential to exceptional customer service. Competing interests include, but are not limited to, creating a sense of place, achieving economic development objectives, ease of maintenance, and assuring the City will be as satisfied with the infrastructure on day one as 20 years from "day one." Common sense decision making and technical analysis in interpreting the intent of regulatory guidelines are significant strengths Willdan staff brings to the City.

Our proven approach is based on years of experience and incorporates features enhancing the efficiency and quality of the following services:



PLAN REVIEW SERVICES

"We really appreciate Willdan's timely responses and professional advice to our questions and concerns related to plan check comments and general code issues. Willdan's professionalism and knowledge of the plan check process was immensely helpful in cutting cost and schedule. It has been really great to work with Willdan and we hope we will keep working with them for future work."

Inkon Kim, PhD, LEED AP
HPA, Inc.

All building plans will be examined for compliance with the current adopted version of the California Building Code, California Residential Code, Green Building Standards Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, California Historical Code, California Existing Building Code and the Accessibility, Noise and Energy Conservation requirements as mandated by State Title 24, and all additional applicable City Ordinances. Plan review for Disabled Access Compliance will include a review of precise grading plans.

All plan checks will include compliance with code requirements as well as an overview of the application package for other applicable requirements, such as approvals from other local agencies and districts and coordination with other City departments. All plan reviews will comply with the City's directives, codes and policies.

Truman Santella ***Project Role:*** ▪ Permit Technician	***Qualifications*** ▪ Experienced Permit Technician ▪ San Joaquin Delta College, Associates Degree 2011 ▪ Arizona State University, Bachelors in Art History ▪ ICC Commercial Building Inspector ▪ ICC Commercial Building Inspector ▪ ICC Special Inspector ▪ SI 86 Spray-applied ▪ ICC Fireproofing
Diego Gomez ***Project Role:*** ▪ Senior Permit Technician	***Qualifications*** ▪ ICC Permit Technician
ENGINEERING SERVICES	
Roxanne C. Hughes, PE ***Project Role:*** ▪ Deputy Director	***Qualifications*** ▪ BS, Civil Engineering, California Polytechnic University, San Luis Obispo ▪ Civil Engineer, California No. 62381
Mark Wilde, PE ***Project Role:*** ▪ Principal Project Manager	***Qualifications*** ▪ Mechanical Engineering & Business Economics ▪ Construction Technology ▪ Civil Engineer, CA #65992 ▪ CA Licensed General Contractor #B773089 ▪ FAA Licensed Drone Pilot, Part 107
Joseph E. Bellomo, PE, QSD/P ***Project Role:*** ▪ Principal Project Manager	***Qualifications*** ▪ BS, Civil Engineering, California State University, Los Angeles ▪ Civil Engineer, California No. 75564 ▪ Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP) No. 20016

Team Resumes

Willdan has provided comprehensive resumes in the Appendix of this submittal. The following pages contain comprehensive resumes for our proposed key team.

Stephanie Spieler, CBI ***Project Role:*** ▪ Supervising Building Inspector	***Qualifications*** ▪ University of Kentucky, Bachelor of Arts ▪ ICC Certified Building Inspector # 5060566 ▪ 3-M Fire Protection Products Certificate of Completion
David Webster ***Project Role:*** ▪ Building Inspector	***Qualifications*** ▪ Construction Management from California State University-Chico ▪ Associate of Science in Building Inspection Technology from Butte College ▪ ICC Building Inspector ▪ ICC Plumbing Inspector ▪ ICC Mechanical Inspector ▪ ICC Electrical Inspector ▪ ICC Commercial Combination Inspector ▪ ICC Combination Inspector ▪ ICC Accessibility Inspector/Plans Examiner ▪ ICC Building Plans Examiner ▪ ICC Reinforced Concrete Special Inspector ▪ ICC Special Inspector Structural Masonry ▪ ACI Concrete Field Testing Technician – Grade I
James Swanson, CBO, CASp ***Project Role:*** ▪ Building Inspector	***Qualifications*** ▪ AA, Santa Rosa College, Santa Rosa, CA ▪ Certificate, Telecommunications Management from Sacramento State University, Sacramento, CA ▪ CASp Certified ▪ ICC Plans Examiner ▪ ICC Building Official ▪ ICC Building Inspector ▪ ICC Accessibility Inspector/Plans Examiner ▪ ICC Plumbing Inspector ▪ ICC Mechanical Inspector ▪ ICC Electrical Inspector ▪ ICC Combination Inspector ▪ ICC Permit Technician ▪ Emergency Medical Technician (Basic) ▪ American Heart Association CPR Instructor
Patrick Popejoy ***Project Role:*** ▪ Building Inspector	***Qualifications*** ▪ AA, Santa Rosa College, Santa Rosa, CA ▪ Certificate, Telecommunications Management, Sacramento State University, Sacramento, CA ▪ Division of the State Architect, California: Inspector of Record License #2378 ▪ International Code Council Legacy Inspector License #859622 ▪ International Code Council Certifications: Reinforced Concrete #25672; Pre-Stressed Concrete; #15898; Structural Masonry #23812; Structural Steel and Welding #29537 ▪ American Concrete Institute (ACI) Concrete Tech. Grade 1 ▪ Troxler Nuclear Gauge Certification ▪ OSHA-29 CFR-192L Health and Safety Training: Aerial Lift/Scaffold Safety, Defensive Driving, Fall Protection, Hazard Communication, Excavation Safety Course

Eric Simonson, CBO	***Qualifications***
Project Role: ▪ Plan Check Engineer | Inspector	▪ ICC Building Official # 5107388-CB ▪ ICC Building Inspector # 5107388-B3 ▪ ICC Plans Examiner # 5107388-B5 ▪ ICC Certified Journeyman Electrician # 000-12-8337 ▪ Accessibility Inspector/Plans Examiner # 5107388-21 ▪ California General Contractor License # 774476
Margo Markova, EIT	***Qualifications***
Project Role: ▪ Plan Check Engineer	▪ Engineer-in-Training #176327
Stefan Chiose, PE	***Qualifications***
Project Role: ▪ Plan Check Engineer	▪ Professional Engineer, California #82816 ▪ ICC Certified Plans Examiner ▪ ICC Certified Fire Sprinkler Plan Examiner
Aaron Cowen, PE	***Qualifications***
Project Role: ▪ Plan Check Engineer	▪ California Professional Engineer, CE#58878 ▪ ICC Plans Examiner
Ted Beckwith, PE, SE	***Qualifications***
Project Role: ▪ Plan Check Engineer	▪ Registered Structural and Civil Engineer ▪ ICC Certified Building Official ▪ ICBO and ICC Certified Plans Examiner ▪ Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Rouhi El-Rabaa, PE, CASp	***Qualifications***
Project Role: ▪ Plan Check Manager	▪ California Professional Engineer, CE#92565 ▪ ICC Plans Examiner ▪ CASp Certified ▪ Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Carl Wilson, PE	***Qualifications***
Project Role: ▪ Plan Check Engineer	▪ California Civil Engineer, CE#32340 ▪ ICC Certified Plans Examiner, #92782 Building Plan Review: ▪ Structural, architectural, plumbing, mechanical, electrical, energy, accessibility, green building, fire life-safety.
Daren Raskin, PE, CBO	***Qualifications***
Project Role: ▪ Plan Check Engineer	▪ California Professional Engineer, CE#57577 ▪ ICC Plans Examiner ▪ ICC Building Official ▪ Building Plan Review: Structural, architectural, plumbing, mechanical, electrical, energy, green building, accessibility, residential, and commercial.
John Joseph	***Qualifications***
Project Role: ▪ Senior Building Inspector	▪ A&P Mechanic Certificate of Graduation, Orange Coast College, Costa Mesa, California ▪ ICC and UBC Full Commercial/Residential Combo Licenses -- Building, Electrical, Mechanical, and Plumbing, #5093048 ▪ ACI Concrete Field Tech License, #01029090

Project Manager



Willdan has selected **Mr. Johnny Goetz, CBO,** to serve as Principal Project Manager. He will have overall management and oversight responsibility for the building and safety consulting services to be provided to the City. He will serve as the City's single point of contact. Mr. Goetz will have the responsibility for assigning adequate staff to meet the needs of the City for any on-call project or task assigned. Under his guidance, Willdan will employ standard quality assurance and quality control measures to ensure sound practices are applied and quality deliverables are produced. He will ensure availability of resources to ensure assigned City projects are appropriately staffed.

Mr. Goetz has over 27 years of experience in the construction industry with a strong history of timely execution of large-scale initiatives involving many stakeholders. He is a seasoned leader having supervised teams of inspectors, project managers, architects, engineers, and designers with strengths in communication, management of customer relationships, strong budget oversight and control, and a deep knowledge of building, state, and local codes. Mr. Goetz has served as Director of Operations, Chief Building Official, Senior Plans Examiner in the private sector. He has also served as the Chief Building Official for the Town of Truckee; Assistant Building Official for the Town of Mammoth Lakes; and Engineer with the Mammoth Lakes Fire Department.

Key Project Team

Mr. Goetz will be supported by a team of dedicated professionals. Each of these team members possesses the expertise and experience to lead any project assigned by the City under this on-call professional services contract. We recognize that the City's departmental workload fluctuates. Willdan hires professionals in three categories – full-time, modified full-time, and part-time. Part-time staff may work up to 40 hours per week. All services will be provided from our Ventura office, with additional resources employed companywide as necessary. Willdan currently has no existing commitments that may materially impact the time necessary to service the City. No subcontractors will be employed for these services to the City.

The brief bio profiles below highlight their role and the credentials they offer to the City of Ojai. More comprehensive resumes for these team members are presented in the Appendix of this qualifications statement.

BUILDING & SAFETY	
Patrick Johnson, PE, CBO	***Qualifications***
Project Role: ▪ Director of Building &Safety	▪ California Professional Engineer, CE#67960 ▪ Arizona Professional Engineer, CE#50435 ▪ Colorado Professional Engineer, CE#43704 ▪ Nevada Professional Engineer, CE#20699 ▪ ICC Building Official ▪ ICC Plans Examiner ▪ ICC Building Inspector
Johnny Goetz, CBO	***Qualifications***
Project Role: ▪ Building & Safety Lead	▪ ICC Building Official ▪ ICC Building Inspector ▪ ICC Commercial Building Inspector ▪ ICC Residential Building Inspector ▪ CALGreen Inspector ▪ Certified Sustainability Professional ▪ OSHA 10 and 30-hour certified, ▪ FEMA 100, 200, 700, & 800 Certified

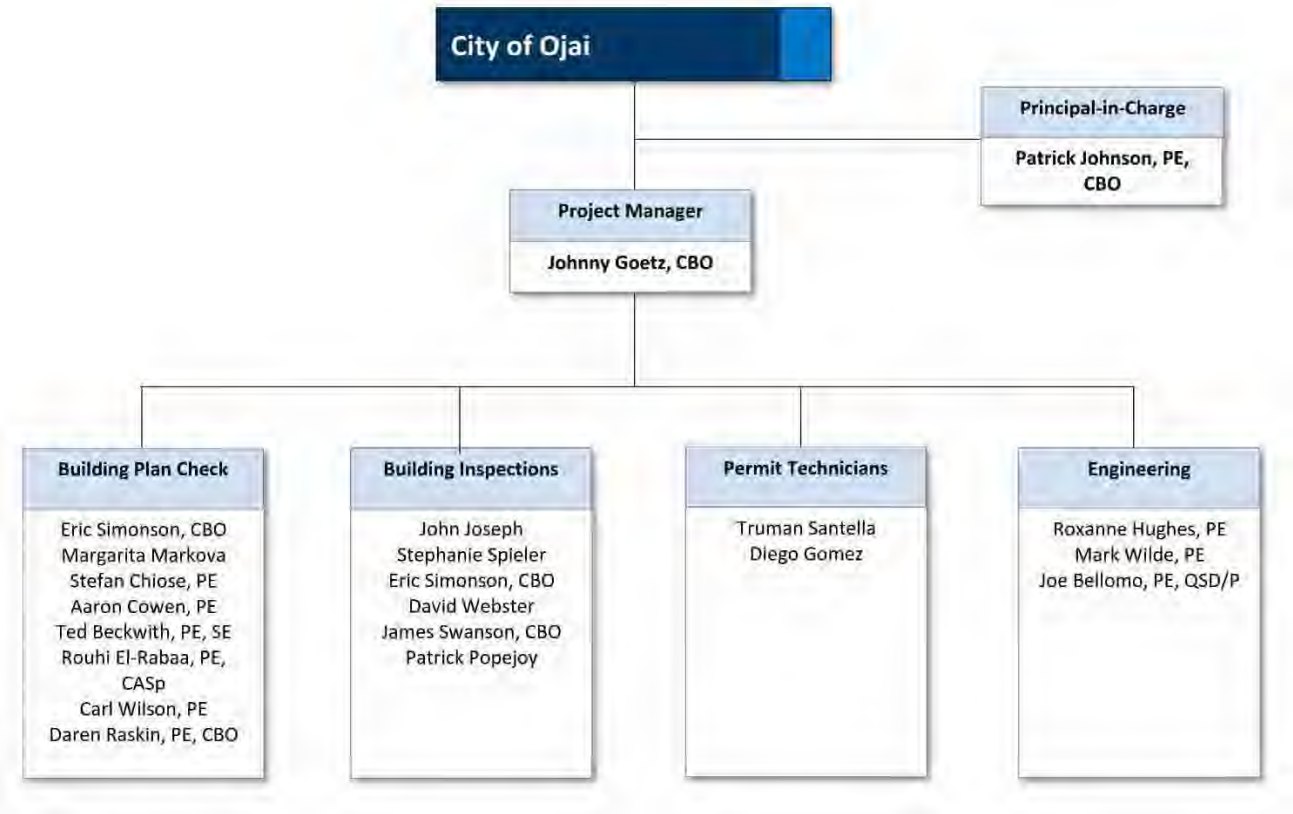
Our city engineering staff also provides recommendations for the implementation of National Pollutant Discharge Elimination System (NPDES) and Americans with Disabilities Act (ADA) requirements.

Plan Review and On-Call Staffing Experience

Willdan has been providing Building and Safety services to municipalities for more than 48 years. Our plan review staff is comprised of registered engineers, EITs (Engineers-in-Training), certified architects and ICC certified plans examiners. Willdan inspectors and permit technicians are ICC certified. All staff maintain current certifications and attend classes on a regular basis to keep up with industry standards and code changes.

Currently, Willdan is providing Building and Safety services to more than 100 jurisdictions throughout California including municipalities, joint power authorities, tribal entities, and university campuses. These services include plan review, inspection, permit technician and building official services. Willdan has gained a great deal of municipal insight and expertise in serving our extensive clientele over the years. We have performed plan review and inspection on projects ranging from single family residential additions to complex high rise towers (including hotels and casinos), parking structures, medical facilities and industrial centers. We provide services from as-needed inspection and interim building official, to supplementing City staff, to staffing an entire Building Department.

Willdan shall require no subconsultants and holds the necessary licenses, permits and approvals required by law and regulations to perform the scope of work described herein.



Key Personnel

Willdan's building and safety staff have managed a wide variety of projects during their course of work for over 250 public agencies throughout California. Our team of professional, well-qualified professionals have performed similar types of services directly related to the requirements listed as part of the City's Request for Qualifications. They possess a broad range of skills, including serving as project managers for both private developer and local municipal infrastructure projects.

To meet and, on many occasions, exceed the expectations of our clients, Willdan has fostered and instilled a corporate culture of *Customer-First* among our staff and in our day-to-day work environment. Looking out for the City's best interests is at the forefront of everything we do. Our customer-focused philosophy is particularly evident when dealing with complex situations and challenges that are difficult to resolve. Willdan's corporate goal is to exceed the City's expectations. Together, Mr. Goetz and his entire team will work tirelessly to ensure that goal is met.

On-Call Contract Expertise

On-call engineering services are Willdan's foundation. Our staff includes former public agency employees or contract agency staff. Therefore, we understand the importance and purpose of on-call contracts and are very familiar with the processes and procedures for such services. Within the last ten years, Willdan has completed projects and task orders for more than 300 on-call contracts. This experience and the relevant experience of our dedicated and available key personnel are what best suits Willdan to provide our clients with as-needed services.

Our history of working with on-call contracts has prepared our staff to respond to all requests for services in a positive, efficient manner. Our firm's commitment to responsive service and successful project delivery has given us a reputation as a firm that can be trusted to listen and to deliver an end product our clients envision and embrace.

We begin our approach to this work by adhering to these basic principles:

- Approach each project with a spirit of resourcefulness and excellence
- Maintain high standards of technical quality
- Seek appropriate solutions that fit the project
- Conduct business with truthfulness and high ethical standards

Willdan also understands the unique aspect of working under an on-call contract. Success in working with this type of contract is dependent upon understanding a variety of elements that may be encountered, such as.

- Short project durations and minimal lead times for assignments.
- In some cases, flexible service assignments will be used to complete project tasks already started by agency staff. The need to understand the work-to-date and coordinate completion activities is important.
- Assignment of specific Willdan staff selected by the client may be requested. Availability of our staff to the work assignment as it develops is often critical to moving that project forward.
- The need for a consistent, organized project management approach due to the potentially large numbers of projects that may be in process.
- Special attention to quality assurance and quality control is particularly important. Shorter projects may not have the numerous interim review steps often associated with a project-specific contract.
- Project assignments can be relatively small; therefore, efficient use of resources is critical.

City Engineering Services

Willdan's City Engineering Group performs general engineering services for many cities in California and Arizona. Our goal is to come up with solutions in helping cities serve their constituents; whether temporary, as-needed assistance, or long-term assignments. We specialize in preparing Capital Improvement Programs, annual budgets, assisting in grant writing and funding applications, and researching infrastructure for GASB 34 statement evaluation.

As demonstrated in our proposal, our team possesses the skill and experience required to address the City's needs. Mr. Patrick Johnson, PE, CBO, Director of Building and Safety, will serve as the Principal-in-Charge and is authorized to contractually obligate Willdan. Mr. Johnny Goetz will serve as Principal Project Manager and will oversee all day-to-day services provided to the City.

Mr. Patrick Johnson, PE, CBO
Director of Building and Safety
Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001
(909) 915-4361
pjohnson@willdan.com

Mr. Johnny Goetz, CBO
Principal Project Manager
Willdan Engineering
374 Poli Street, Suite 101
Ventura, CA 93001
(805) 755-8999
jgoetz@willdan.com

We look forward to the opportunity to team with the City of Ojai and providing cost-effective and technically sound Building Inspection, Plan Checking, and Engineering Services. If there are any questions regarding our services or submittal, please contact our proposed Project Manager Mr. Johnny Goetz.

Respectfully submitted,
WILLDAN ENGINEERING

[redacted]
Director of Building and Safety

[redacted]
Johnny Goetz, CBO
Principal Project Manager

910005/WW.00.20/P24-065_26046

Cover Letter

February 29, 2024

Lucas Siebert
Community Development Director
City of Ojai
401 S. Ventura Street
Ojai, CA 93024

Subject: Request for Qualifications (RFQ) for Building Inspection, Plan Checking, and Engineering Services

The City of Ojai is seeking firm qualifications for building inspection, plan checking, and engineering services. We have provided on- and off-site planning, environmental, and building and safety staff services as an extension of staff to dozens of cities across California. We understand what agencies need from their on-call consultants, and we deliver. We bring the following strengths to the City of Ojai:

Experience with the City of Ojai – Willdan is currently serving as a consultant with the City of Ojai providing building official administrative services, engineering services as they relate to private development, counter assistance, plan checking, and inspection services. Willdan's familiarity with City of Ojai staff, facilities and infrastructure – as well as processes and procedures – will add value in our implementation of these services.

Demonstrated Competence – As a company founded on the principles of serving public agencies, Willdan understands the City's requirements for professional services and outstanding customer service. Providing on-call staffing support to cities and counties is a key component of Willdan's services and has been a cornerstone service for the firm since our inception. Willdan offers the City a team led by Mr. Johnny Goetz and filled with dedicated and respected professionals. Our team is supported by in-house resource staffing teams comprised of experienced plan reviewers, CASp and other inspectors, landscape architects, engineers, and architects. Many of our staff members have served in public agencies and understand municipal government policies, standards, and processes.

Experience and Accomplishments in the City's Scope of Work – As a full-service engineering company, Willdan offers the City of Ojai the full spectrum of staff and resources to fulfill the requirements of this contract, as described below.

Building Plan Check Consulting Services. Willdan presently provides building and safety services to a vast number of jurisdictions throughout California. In this capacity, we provide a full range of services including Building Official services, building and safety plan review, permit issuance, inspection, and code enforcement. Willdan provides similar services to local jurisdictions including County of Los Angeles, City of Sierra Madre, City of La Puente, City of Rolling Hills Estates, and other municipalities. We are familiar with the area and the expectation for quality customer service to the community and residents. Our staff has spent countless hours meeting and presenting to elected and appointed officials and staffing planning counters at various California agencies. They have access to a full-service firm that includes multi-disciplined resource support needed for the development process – planners, surveyors, engineers, energy and financial analysts, and landscape architects to name a few.

- **Electronic Plan Review –** Willdan Engineering offers **electronic plan review,** which reduces foot traffic at City Hall and significantly expedites review as well as reduces shipping and printing costs for the applicant while promoting a paperless environment at no additional cost to the City or permit applicants.
- **CASp-Certified Inspectors and Plans Examiners –** Willdan Engineering can provide CASp-certified specialists to the City, as required by **Senate Bill No. 1608,** specifically **CHAPTER 549.**
- **Exceptional Customer Service –** Our approach to user-friendly customer service specifically results in a reduced number of plan review rechecks and has allowed us to meet the required plan check turnaround time standards of the City.

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CITY OF OJAI

Statement of Qualifications

Building Inspection, Plan Checking, and Engineering Services

February 29, 2024

WILLDAN



AMENDMENT NO. 1 FOR CONSULTANT SERVICES AGREEMENT
(City of Ojai and Willdan Engineering, Inc.)

This Amendment No. 1 ("Amendment") to the Services Agreement ("Agreement") is made on this 18th day of November, 2025 at Ojai, California, by and between the City of Ojai, a California corporation ("City") and Willdan Engineering, Inc. ("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant dated August 1, 2024 in the following fashion:

A. City and Consultant desire to amend the Agreement by modifying section 2.1 to read as follows:

2.1 City has determined that it requires the following professional services from a consultant: Building Official administrative services, building inspector, engineering services, and planning services as they relate to private development counter assistance, plan checking, project compliance, and inspection services.

B. City and Consultant desire to amend the Agreement by modifying section 3.1 to read as follows:

3.1 "Approved Fee Schedule" means such compensation rates as are set forth in Consultant's fee proposal/schedule to City attached hereto as "Exhibit A" and "Exhibit A-1" fully incorporated herein by this reference, and as amended by this Agreement. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

C. City and Consultant desire to amend the Agreement by modifying section 3.5 to read as follows:

3.5 "Consultant Project Administrator" means Edward Nicholls, Principal Project Manager, Willdan Engineering.

D. City and Consultant desire to amend the Agreement by modifying section 3.8 to read as follows:

3.8 "Scope of Services" means such professional services as are set forth in Consultant's February 29, 2024 and October 6, 2025 proposals to City attached hereto as "Exhibit A" and "Exhibit A-1" and fully incorporated herein by this reference.

E. City and Consultant desire to amend the Agreement by modifying section 5.2 to read as follows:

5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to

Consultant under this Agreement exceed the sum of six-hundred twenty-two thousand unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

F. City and Consultant desire to amend the Agreement by modifying section 5.8 to read as follows:

5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit A. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A and A-1. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

G. The Parties agree that an additional exhibit titled "Exhibit A-1," attached hereto, is hereby incorporated into the Agreement in addition to, and without replacing or modifying, existing Exhibit A.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Ojai

By: _____
Ben Harvey, City Manager

Date: 12/2/25

"Consultant"
Willdan Engineering, Inc.

By: _____
Patrick Johnson, Director of Building & Safety

Date: _____

Attest:

By: _____
Weston Montgomery, Chief Deputy City Clerk

Date: 12-2-25

By: _____

Date: _____

Approved as to form:

By: _____
Taylor Anderson, Assistant City Attorney

Date: 12/2/25

AMENDMENT NO. 1

TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES ("Amendment No. 1") by and between the CITY OF OJAI, a California municipal corporation ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of the 1st day of July, 2026 ("Effective Date").

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement for Consultant Services with a commencement date of July 1, 2025 ("Agreement") whereby Consultant agreed to perform Code Compliance/Enforcement Services ("Services") for two years for a total contract sum of $150,000.00 with the ability to extend the term by mutual agreement of the parties in writing.

B. City and Consultant now desire to amend the Agreement to: (1) extend the Term of the Agreement for an additional year; (2) increase the not to exceed amount by $150,000.00, to cover the costs of the Services to be provided during the extended Term, for a total not-to-exceed contract sum of $300,000, and (3) increase the hourly rates to reflect Consultant's current hourly rates.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 3.4 is hereby amended as follows:

"Termination Date" means June 30, ***2027***~~2026~~.

B. Section 5.3 is hereby amended as follows:

City shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, ~~shall be incorporated~~ and costs payable to Consultant under this Agreement***, shall not*** exceed the sum of ***Three Hundred Thousand Dollars and No Cents ($300,000)*** ~~one hundred fifty thousand ($150,000)~~ unless specifically approved in advance and in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

C. The Approved Fee Schedule is hereby amended to add the following fee schedule for the period covered by this Amendment:

Fee Schedule for Period from July 1, 2026 through June 30, 2027:

Title	*Hourly Rate*
Code Enforcement Officer	***$75***

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority.** The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

7. **Incorporation of Recitals.** The recitals stated above are hereby incorporated by reference and made a part of this Agreement as if fully restated herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:

CITY OF OJAI, a municipal corporation

_____
Ben Harvey, City Manager

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Bethany A. Burgess, City Attorney

CONSULTANT:

WILLDAN ENGINEERING

By:_____
Name: Patrick Johnson
Title: Director of Building and Safety

By:_____
Name:
Title:

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF VENTURA

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES
(City of Ojai / Willdan Engineering, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the last date indicated below by and between the City of Ojai, a California municipal corporation ("City"), and Willdan Engineering, Inc., a California corporation ("Consultant") (collectively, "parties").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: Code Compliance/Enforcement Services.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 "Scope of Work" means such professional services as are set forth in Consultant's May 1, 2025, proposal to City attached hereto as "Exhibit A" and fully incorporated herein by this reference.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Consultant's May 1, 2025, fee schedule to City attached hereto as "Exhibit A" at the rate of $70.00 per hour and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 "Commencement Date" means July 1, 2025.

3.4 "Termination Date" means June 30, 2026.

3.5 "City Agreement Administrator" means Ben Harvey.

3.6 "Consultant Project Administrator" means Ed Nicholls Jr.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 Consultant shall perform the services identified in the Scope of Work, and more specifically as identified under said heading, Contract Code Inspection Services, Exhibit A.

5.3 City shall have the right to request, in writing, changes in the Scope of Work. Any such changes mutually agrees upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated and costs payable to Consultant under this Agreement exceed the sum of one hundred fifty thousand ($150,000) unless specifically approved in advance and in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

5.4 Consultant shall perform all work in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.5 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

5.6 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain

from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

5.7 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Work. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Ed Nicholls Jr. shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent.

5.8 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.9 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit A. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit A. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.10 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

5.11 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period,

the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Work may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Consultant may take and retain copies of such written products as desired, but shall not seek to copyright such written products.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this designation upon written notice to Consultant. All services under this Agreement shall be performed at the

request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees expert fees and all other expenses of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute. Consultant expressly waives its statutory immunity under such statutes as to City, its officers, agents, employees and volunteers.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of

Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.

11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000) per claimant and One Million dollars ($1,000,000) per incident.

11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000).

11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

11.5 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Consultant agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.10 The insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.12 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.

11.13 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

11.14 Consultant may be self-insured under the terms of this Agreement only with express written approval from the City.

11.14.1 All self-insured retentions (SIR) must be disclosed to the City for approval and shall not reduce the limits of liability.

11.14.2 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

11.15 City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement**.**

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars ($10,000), all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Ben Harvey
City Manager
401 S. Ventura Street
Ojai, CA 93023
Telephone: (805) 646-5581
Facsimile: (805) 646-1980

If to Consultant:

Patrick Johnson
Director of Building and Safety
650 East Hospitality Lane, Suite 250
San Bernardino, CA 92408-3317
Telephone: (909) 386-0200
Fax: (909) 888-5107

With courtesy copy to:

Matthew T. Summers, Ojai City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena, CA 91101

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

17.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

18. GENERAL PROVISIONS

18.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

18.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

18.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. The venue for any litigation shall be Ventura County, California and Consultant hereby consents to jurisdiction in Ventura County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

18.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

"City"

By_____
Ben Harvey, City Manager

Date: 7/30/25

"Consultant"
Willdan Engineering, Inc.

By:_____
Patrick Johnson, Director of Building and Safety

Date: 7-28-25

Attest:

By_____
Weston Montgomery, Chief Deputy City Clerk

Date: 8-11-25

Approved as to form:

By Matthew Summers
Matthew T. Summers, City Attorney

Date: 8/11/25

Hi Lucas,

Thank you for the opportunity to provide supplemental information comparing the use of contract municipal Building & Safety and Code Enforcement professionals with traditional in-house staffing. We recognize that both staffing models provide value, and that the City Council's objective is to identify the approach that best serves the City of Ojai's operational, financial, and long-term service goals.

Municipal agencies throughout California increasingly rely on qualified contract professionals to supplement their Building & Safety and Code Enforcement operations. While permanent employees remain essential to preserving institutional knowledge, organizational culture, and long-term leadership, contract staffing provides municipalities with specialized expertise, operational flexibility, and the ability to quickly respond to changing workloads without increasing permanent staffing obligations. One of the greatest advantages the City of Ojai will gain by partnering with Willdan is our team's commitment to integrating seamlessly with existing operations while providing practical, solution-oriented support that enhances efficiency and maintains consistent standards to protect public safety.

Advantages of Partnering with Willdan

What differentiates Willdan is our ability to combine the responsiveness of a local municipal partner with highly specialized professionals, faster recruitment, flexible staffing solutions, predictable budgeting, enhanced customer service, operational continuity, and reduced employment-related risk.

When Ojai partners with Willdan, the City gains access to a broad network of experienced municipal professionals and management oversight that helps promote consistency in code interpretation, documentation, and enforcement practices. This collaborative quality assurance process reduces operational risk while supporting fair, defensible, and legally sound decision-making.

Willdan's management team has more than 200 years of combined experience serving as building and code enforcement supervisors, managers, directors, and city managers, which allows the City to benefit from innovative practices, proven operational improvements, and lessons learned from other municipalities. Willdan maintains a broad network of certified professionals across multiple disciplines. This allows the City to access specialized expertise for complex projects, temporarily increase staffing during peak workloads, or provide seamless coverage during employee absences without interrupting service to the community. Our team includes:

- Certified Building Officials

- Plan Check Engineers and Certified Plans Examiners
- Structural Engineers
- CASp Experts
- Residential and Commercial Building Inspectors
- Permit Technicians
- Certified Code Enforcement Officers
- Fire and Life Safety Plans Examiners and Inspectors
- Floodplain Administrators

Willdan recognizes that responsive, professional customer service is fundamental to operational success. Our teams collaborate with City personnel, applicants, design professionals, and residents to provide timely communication, practical solutions, and a consistent customer experience that reflects the City's commitment to public service.

Traditional Municipal Staffing versus Willdan Professionals

To assist the City Council, the following side-by-side comparison provides a high-level overview of the primary differences between traditional municipal staffing and partnering with Willdan. While both staffing models play an important role in supporting the City's operations, the comparison illustrates how Willdan's services can complement permanent City staff by providing additional flexibility, specialized expertise, operational continuity, and predictable costs.

In-House Municipal Staff	**Willdan Contract Professionals**
Recruitment can take several months.	Qualified personnel can often be deployed within days.
City pays salary, benefits, retirement, payroll taxes, equipment, and training.	Predictable hourly rates with no long-term employment obligations.
Limited staffing flexibility.	Staffing levels can increase or decrease based on workload.
Vacancies may create permit backlogs.	Immediate backup staff available.

Expertise depends on current staff.	Access to multidisciplinary specialists and statewide resources.
City manages recruiting, supervision, and succession planning.	Willdan provides management support, mentoring, QA/QC, and recruiting.
Difficult to replace underperforming staff quickly.	Personnel can be replaced promptly if necessary.
Institutional knowledge remains within the City.	Willdan integrates with City staff while providing external best practices.

Many local agencies continue to face increasing retirements, workforce shortages, and growing competition for certified Building & Safety and Code Enforcement professionals. As a result, recruitment timelines have lengthened considerably, making supplemental contract staffing an increasingly common strategy to maintain service levels while preserving long-term staffing flexibility. Many municipalities have experienced prolonged vacancies despite extensive recruitment efforts, making contract staffing an effective strategy to maintain service levels while permanent recruitment continues.

Financial Stewardship

As the Council evaluates the two staffing models, it may also be helpful to compare the fully burdened cost of an in-house position rather than salary alone. The actual cost of a municipal employee extends beyond the salary. The City is also responsible for the following expenses:

- Retirement contributions
- Pension liabilities
- Health insurance
- Payroll taxes
- Worker's Compensation
- Onboarding and orientation
- Supervisory and administrative overhead
- Unemployment insurance

- Paid leave
- Recruiting costs
- Training expenses
- Certification renewals
- Equipment
- Technology
- Uniforms

Our officers and managers support municipalities throughout California and across the country. The City of Ojai benefits from proven best practices, innovative approaches, and lessons learned from agencies facing similar challenges. That broader perspective can be invaluable when evaluating new programs, addressing complex enforcement issues, or identifying opportunities to improve efficiency and customer service.

Service continuity is another significant advantage when choosing the contract staffing model. Recruitment can take months, and unexpected vacancies or extended leave can significantly impact service levels. Contract services help ensure the community continues to receive consistent service during those periods without interruption.

Willdan will also uphold the fixed hourly rates based on the defined scope of work which avoids unexpected personnel costs related to overtime, leave payouts, and benefit increases. The budget is easier to manage and allows the City to improve cost forecasting.

Reduced Liability

Willdan is committed to delivering consistent, defensible, and code-compliant services through comprehensive risk management practices. Our internal quality assurance and peer review processes promote consistency in plan review, inspections, code interpretation, and documentation, helping reduce the likelihood of errors while supporting fair and defensible regulatory decisions.

To further protect our municipal partners, Willdan maintains:

- Professional liability insurance
- General liability insurance
- Worker's Compensation coverage for all employees

- Internal quality assurance and peer review by experienced supervisors and subject matter experts
- Documented quality control procedures and supervisory review for complex or high-profile projects and enforcement actions
- Ongoing training and professional development to ensure staff remain current with evolving building codes, regulations, and industry best practices
- Maintenance of all required state licenses, ICC certifications, and other applicable professional credentials
- Management oversight to promote consistent application of codes, policies, and procedures across all services provided.

In Summary

The City of Ojai's decision is to identify the staffing approach that best supports the City's operational goals, financial stewardship, and commitment to exceptional public service. The following side-by-side comparison provides a concise overview of the primary differences between the two staffing models for the City Council's consideration.

Category	**Municipal Employee**	**Willdan Contract Professional**
Hiring Timeline	Weeks to Months	Days to Weeks
Benefits	City Responsibility	Included in Contract
Pension Liability	Yes	No
Recruitment	City Responsibility	Willdan Responsibility
Training	City Responsibility	Willdan Responsibility
Certifications	City Responsibility	Maintained by Willdan
Vacation Coverage	Limited	Built-in
Workload Flexibility	Limited	Highly Scalable
Specialized Expertise	Depends on Existing Staff	Immediate Access

Management Support	Internal Only	Dedicated Management Team
QA/QC	City Processes	Internal QA/QC + Management Oversight
Continuity of Service	Vacancy Risk	Immediate Backup Personnel
Budget Predictability	Subject to Benefit & Salary Changes	Fixed Contract Rates
Best Practices	Internal Experience	Experience from Hundreds of Jurisdictions

We appreciate the opportunity to provide this information and hope it assists the City Council in evaluating the staffing models available to the City. Should it be beneficial, Willdan would welcome the opportunity to attend the Council meeting to answer questions, discuss our municipal experience, or provide additional information that supports the Council's decision-making process.

Thank you again, Lucas. We truly value our partnership with Ojai and appreciate the opportunity to support the City.

Greg Smith

Code Enforcement Manager

WILLDAN

Comprehensive. Innovative. Trusted.

5800 Baker Rd., Suite 100

Minnetonka, MN 55345

GSmith@Willdan.com

Cell 612.750.0559

LinkedIn Profile

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **September 22, 2026**

SUBJECT: **Well Permit Ordinance Research Update — Agency Roles, County Agreement Implications, and Status of Ordinance No. 973 Suspending Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code ("Well Construction, Modification, and Demolition Standards")** ***(City Council Direction)***

RECOMMENDATION

1. Receive information and an update from the City Attorney regarding a historic agreement with Ventura County relating to well permit administration, and;
2. Evaluate options presented in this report and by staff regarding the City's well permit ordinance in light of new information, and;
3. Provide direction to staff regarding which option to pursue.

DISCUSSION

Following the City Council's consideration on first reading of an ordinance at the July City Council meeting that would suspend operation of the City's well permit ordinance, the City was contacted by Ventura County regarding a 1991 Agreement that was entered into between the City and the County delegating responsibility for the day-to-day administration of the City's well permitting requirements to the County. A copy of this Agreement is attached to this report as Attachment C. Prior to being contacted by the County, the City was not aware of the existence of this Agreement.

This report provides the Council with an update based on staff and the City Attorney's Office's review of the 1991 Agreement and a further review, in light of this Agreement, of the distinct roles each agency plays in the well permitting process and the implications of the City's proposed well permit ordinance suspension in light of the agreement with the County of Ventura.

Staff originally brought this item to the Council with a recommendation to fully repeal Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code ("Well Construction, Modification, and Demolition Standards") in its entirety in June 2026. Following Council discussion, the Council directed staff to return with a revised ordinance that would suspend, rather than permanently repeal, the well permit requirements, with a mandatory biennial review provision requiring the matter to return to Council at least every two years to consider reinstatement. The proposed ordinance suspending the City's well permit ordinance

(Attachment B) introduced in July incorporated Council's direction and also made clear that the City would retain its enforcement authority.

Agreement with the County of Ventura

The City's well permit regulations were originally established through Ordinance No. 671, effective March 30, 1990, which set standards for well construction, modification, and demolition within the City. The stated purpose of the ordinance is to provide regulations governing the construction, maintenance, operation, use, repair, modification, and destruction of wells within the City in such a manner as to prevent the contamination or pollution of the City's groundwater. The ordinance was subsequently amended by Ordinance No. 676 (effective November 30, 1990) and Ordinance No. 874 (effective July 13, 2017), which updated the City's standards to align more closely with the County of Ventura's groundwater conservation ordinance.

The City and County entered into an agreement on December 17, 1991, whereby the City delegated responsibility for performing all functions of the Public Works Department and Public Works Director under the Ordinance to the same extent the County performs those same functions under the Ventura County ordinance. This includes all of the day-to-day permit program administration activities, including processing permit extensions, inspections, oversight of licensing companies who perform work on wells, enforcement of permit requirements (including oversight over any permit suspension or revocation actions), and oversight over permit-related reporting. In exchange for performing these services, the City's well permit fees established in the well permit ordinance are collected and retained by the County.

Under the Agreement, the City remains responsible for those actions performed or completed by City Council, including the issuance of permits, appeals of permit suspensions and revocations, issuance of certificates of exemptions related to abandoned wells, approval of well permit exemptions, and establishment of fees and penalties related to well permits.

A necessary prerequisite of the County's performance under the Agreement is the existence of the City's well permit ordinance. To ensure consistency in administration and enforcement, the Agreement also requires the City to adopt amendments to its ordinance to be consistent with amendments to the County's equivalent ordinance adopted by the Board of Supervisors. The Agreement may be terminated by either party upon 30 days' written notice.

Agency Roles in the Well Permit Process

A central purpose of staff's research was to understand and clearly define the distinct role each agency plays in the well permitting process. The following summarizes the role of each agency:

City of Ojai: Under the current Municipal Code, any person wishing to construct a well within the City limits is required to submit an application to the City, pay the applicable permit fees, and obtain approval through a public hearing before the City Council. The City

Council serves as the approving authority for all well permits, meaning that even a routine well construction application requires placement on a Council agenda and formal Council action.

County of Ventura: Separately and independently, an applicant must also obtain a permit through the County of Ventura. Pursuant to the December 17, 1991, agreement between the City and the County, the County is responsible for administering the inspection of wells under construction within the City limits. The County's role is therefore focused on the physical inspection of well construction activity, ensuring that wells are built in conformance with applicable standards.

Ojai Basin Groundwater Management Agency (OBGMA): OBGMA was established as one of the exclusive local agencies under California Water Code Section 10723, with statutory authority to manage groundwater within its boundaries. OBGMA's role is limited to monitoring and tracking groundwater and groundwater well use within the basin. Importantly, OBGMA does not play a role in the construction permitting process for individual wells — its function is ongoing groundwater stewardship rather than project-level permit approval.

The result of this three-agency framework is that an applicant seeking to construct a single well within the City of Ojai must independently apply for and obtain a permit from both the City and the County before construction may begin.

Options for Council Consideration
Staff have identified four options for the Council's consideration:

Option 1 - Leave the existing ordinance and County agreement in place. Continue processing permits as currently required, with the City Council serving as the approving authority.

Option 2 - Adopt Ordinance No. 973 to suspend the well permit requirements, consistent with Council’s direction to include a biennial review provision requiring the matter to return to Council every two years to consider reinstatement and terminate the 1991 Agreement with the County of Ventura.

Option 3 - Amend the ordinance to delegate the well permit approving authority from the City Council to the City Manager or designee, streamlining the process while keeping the ordinance, and the County agreement, in place.

Option 4 - Direct staff to contact Ventura County to determine whether the County would agree to perform the other activities required by the City Council, including permit issuance (which may require a corresponding Code change to the Ojai Municipal Code to delegate such responsibilities to the Public Works Director so that they are included in the category of services performed by the County under the Agreement).

CITY COUNCIL GOALS ALIGNMENT
Goal No. 5 - Public Safety

OPTIONS

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

FISCAL IMPACT

There is no fiscal impact associated with the review and consideration of this well permit ordinance discussion. Dependent on council decision, staff time and capacity may increase or decrease.

Prepared by: Jacquelyn Rojas, Administrative Analyst II

ATTACHMENT(S)

A. Current Well Ordinance
B. Revised Well Ordinance with Suspension of Certain Requirements
C. County of Ventura Agreement for Well Inspections

CHAPTER 3
WATER STANDARDS

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Article 1
Water Works Manual

Editor's note—Sections 7-3.01 and 7-3.02, added by Ord. No. 447, renumbered by codifier.

§ 7-3.101. Adoption by reference.

The Water Works Manual of the County, originally adopted by the Board of Supervisors of the County on June 8, 1965, by Resolution No. 415, and all subsequent amendments and additions thereto, is hereby adopted and incorporated in this chapter by reference as though set forth in full in this chapter.
(§ I, Ord. 447, eff. March 23, 1972)

§ 7-3.102. Violations.

Any violation of the provisions of said Water Works Manual shall be an infraction and shall be punishable as provided in Chapter 2 of Title 1 of this Code.
(§ I, Ord. 447, eff. March 23, 1972, as amended by Part 3, Ord. 508, eff. July 24, 1975)

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Article 2
Well Construction, Modification and Demolition Standards

§ 7-3.201. Short title.

This article shall be known as the "Well Construction, Modification and Demolition Standards Ordinance of the City of Ojai."
(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.202. Purpose.

It is the purpose of this article to provide, in cooperation with the County of Ventura, for the construction, maintenance, operation, use, repair, modification and destruction of wells within the City in such a manner so as to insure a continued adequate supply of drinking water for the citizens of Ojai, to prevent the contamination or pollution of the City's ground water and to insure that water obtained from wells within the City's corporate limits shall be suitable for the use of its citizens and will not jeopardize the health, safety or welfare of its people.
(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 1, Ord. 676, eff. November 30, 1990)

§ 7-3.203. Definitions.

For the purposes of this article, unless the context otherwise requires:

"Abandoned well" means any of the following:

(1) A water well used less than eight hours in any 12 month period;

(2) A monitoring well from which no monitoring data has been taken for a period of two years;

(3) A well which is in such a state of disrepair that it cannot be made functional for its original use or any other use regulated by this article within six months or such other shorter or longer period as determined by the Director depending on well condition and risk to the aquifer;

(4) An engineering test hole 24 hours after construction and testing work has been completed on the site;

(5) A cathodic protection well which is no longer used for its intended purposes; or

(6) A water well for which annual reports of well usage pursuant to Section 7-3.223 have not been submitted.

"Acre-foot" means the volume of water necessary to cover one acre to a depth of one foot; equal to 43,560 cubic feet or 325,851 gallons.

"Active well" means a water well that has operated for at least eight hours during a calendar year, a monitoring well from which data has been collected at least once during the past two years, or a cathodic protection well maintained and utilized for its intended

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purpose.

"Applicant" means the well owner or the well owner's authorized representative.

"Aquifer" means a body of rock or sediment that is sufficiently porous and permeable to store, transmit, and yield significant or economic quantities of groundwater to wells and springs.

"Aquitard" means a confining bed and/or formation composed of rock or sediment that retards but does not prevent the flow of water to or from an adjacent aquifer and that does not readily yield water to wells or springs but stores groundwater.

"Artesian pressure" means the hydrostatic pressure of artesian water, often expressed in terms of pounds per square inch, or the height, in feet above land surface, of a column of water that would be supported by the pressure and which pressure may cause water to flow from the well.

"Backup well" or "standby well" means a well that is not the primary well, but is a well used to provide supplemental water when the primary well is out of service or not fully functional. The backup well shall not be used to initiate any new use or increased use of groundwater, and must meet the minimum requirements for an active status well.

"Cannot locate well" means a classification assigned to a well which the owner cannot locate.

"Cannot locate well report" means a classification assigned to a well for which the owner has conducted a well search according to the County's Well Location Procedures, and submitted a report documenting the search efforts and results.

"Cathodic protection well" means any artificial excavation in excess of 50 feet constructed by any method for the purpose of installing equipment or facilities for the protection electrically of metallic equipment in contact with the ground, commonly referred to as cathodic protection as defined in Section 13711 of the California Water Code.

"Certificate of exemption" means a certificate prepared by the City or documenting that a well condition inspection has been conducted by an authorized inspector and a well condition inspection report has been prepared and deemed satisfactory by the City.

"City" and "City Council" means the City of Ojai and the City Council of the City of Ojai.

"City inspector" means a person authorized by the Director to inspect all work for which a permit is issued pursuant to this article.

"Community water supply well" means any water well which provides water for public water systems as defined in Section 116275, subdivisions (h) and (i) of the Health and Safety Code.

"Completion operation" means any of the following work conducted after artificial excavation:

(1) Placement of a well casing;

(2) Gravel packing;

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(3) Sealing;

(4) Perforation of a well casing; or

(5) Any other work listed on a permit issued pursuant to this article as being a required part of a completion operation.

"Contaminant" means any substance or property preventing the use or reducing the usability of water for ordinary purposes such as drinking, preparing food, bathing, washing, recreation, and cooling, or any solute or cause of change in physical properties that renders water unfit for a given use.

"Confined aquifer" means an aquifer that is bounded above and below by formations of distinctly lower permeability than that of the aquifer itself, or an aquifer containing confined groundwater.

"De minimis extractor" means a person, who extracts for domestic purposes, two acre-feet or less per year.

"Department" means the City's Public Works Department.

"Demolition" or "destruction" of a well means to fill it (including both interior and annular spaces if the well is cased) completely in such a manner that it will not produce water or act as a conduit for the interchange of water between any water-bearing formations penetrated.

"Destroy" means to fill a well (including both interior and annular spaces if the well is cased) completely in such a manner that it will not produce water or act as a conduit for the transmission of water between any water-bearing formations penetrated.

"Director" means the Director of the Department or duly authorized representative.

"Engineering test hole" means an uncased excavation used to determine the engineering or geological properties of subsurface materials by seismic investigation, direct observation or any other means.

"Exempt well" means an abandoned well for which a well condition inspection report has been conducted and a certificate of exemption has been approved by the City of Ojai.

"Flowmeter" means a manufactured instrument for accurately measuring and recording the volume of water pumped from a well or wells.

"Good state of repair" means a well whose condition is adequate to perform its intended function without allowing contaminants to migrate between zones of water bearing sediments where one or more zones contain water of different quality and where the well has a physical barrier that prevents surface water contaminants from entering groundwater.

"Groundwater" means water beneath the surface of the earth within a zone below the water table in which the soil is completely saturated with water, but does not include water that flows in known and definite channels.

"Groundwater basin" means an alluvial aquifer or a stacked series of alluvial aquifers with reasonably well defined boundaries in a lateral direction and having a definable bottom.

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"Individual domestic well" means any water well used to supply water for domestic needs of an individual residence, commercial establishment, or farming operation.

"Inspect" a well means to personally witness, record, and certify work pursuant to a condition or conditions of a valid permit.

"Inspector, approval and registration." Application for approval as a registered inspector shall include proof that the applicant is in compliance with all applicable California State laws pertaining to registration, licensing and compensation insurance. A list shall be maintained by the Director, listing each inspector's state registration license and compensation insurance number. A listed person shall be dropped from the list automatically on any such expiration date, unless prior to such expiration he or she provides to the Director satisfactory proof of renewal in accordance with State law, in which case he or she shall remain on the approval list of registered inspectors.

"Modify" or "repair" a well means to replace its casing in a manner which involves removal or partial removal of the old casing, to reperforate its casing, to install a liner in the well, or to change the depth of the well.

"Monitoring well" means a cased or uncased well used exclusively for monitoring or sampling the conditions of a water-bearing aquifer, such as water pressure, depth, movement or quality.

"Noncompliant well" means an abandoned well for which the owner does not repair or reuse, destroy or obtain a certificate of exemption.

"Owns." A person owns a well if such person is the owner of the land on which the well is located.

"Person" means any natural person and any artificial person, including any corporation, partnership or governmental entity.

"Pollution" means an alteration of the physical, chemical, or biological properties of water by the introduction of any substance into water that adversely affects any beneficial use of water.

"Possesses." A person possesses a well if such person is in actual possession of the well or has a legal right to the possession thereof.

"Registered inspector" means a professional engineer or registered geologist currently registered in California and approved by the Director to inspect drilling and sealing operations for engineering test holes and monitoring wells. A technician trained and experienced in drilling and sealing operations who is working under the direct supervision of one of the aforementioned professionals shall be deemed qualified to perform required inspection(s) provided one of the aforementioned professionals reviews the well inspection record and assumes responsibility for the accuracy and completeness of the work by signing the well inspection record.

"Replacement well" means a new well that replaces a well but does not increase the former well's capacity. Well capacity means the name plate performance rating for the existing well equipment or the well's documented historical production.

"Unconfined aquifer" means an aquifer which is not bounded on top by an aquitard and

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the upper surface of which is the water table.

"Unsaturated zone" means the zone below the land surface in which pore space contains both water and air.

"Water well" means any artificial excavation constructed by any method for the purpose of determining the liability of water, extracting water from or injection water into the underground, except the following:

(1) Oil wells, gas wells, and geothermal wells subject to regulation under the provisions of Division 3 (commencing with Section 3000) of the Public Resources Code; and

(2) Wells used exclusively for the purposes of dewatering excavation during construction or of stabilizing hillsides or earth embankments.

"Well completion report" means a required, confidential report detailing the construction, alteration, abandonment, or destruction of any water well, cathodic protection well, groundwater monitoring well, or geothermal heat exchange well. The reports were called water well drillers' reports prior to 1991 and are often referred to as "driller's logs." The report requirements are described in Water Code Section 13751.

"Well condition inspection report" means a report documenting the integrity of a well and its associated components pursuant to Section 7-3.213.

"Well field" means two or more water wells located in close proximity or area, and that extract groundwater.

"Wellhead protection area" means the surface and subsurface area surrounding a water well or well field that supplies a public water system through which contaminants are reasonably likely to migrate toward the water well or well field.
(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 2, Ord. 676, eff. November 30, 1990, and § 2, Ord. 874, eff. July 13, 2017)

§ 7-3.204. Permit required.

(a) No person shall within the City drill, dig, sink, deepen, construct, repair, modify, demolish or destroy any cathodic protection well which is over 50 feet deep, any engineering test hole which is over 50 feet deep or any monitoring or water well unless such work is done pursuant to and in compliance with an unexpired written permit for such work obtained from the City Council as provided in this chapter. The City Council may issue an annual permit for one or more engineering test holes which are over 50 feet deep and are inspected by a registered inspector.

(b) Where wells and equipment are currently used to supply water to land within the City, such wells and equipment may continue to supply water and may be maintained, operated, used and repaired for that purpose without permit provided that such maintenance, operation, use or repair shall be in accordance with the standards and provisions of this chapter.

(c) *Types of permits for water wells.*

(1) Permits for construction, modification, replacement, and repair of all water

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wells;

(2) Permits for destruction of all wells, except engineering test holes which shall be destroyed immediately after completion of testing in compliance with Section 7-3.213; and

(3) Annual permits for one or more engineering test holes which are over 50 feet deep and which are inspected by registered inspectors.

(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 3, Ord. 676, eff. November 30, 1990, and § 2, Ord. 874, eff. July 13, 2017)

§ 7-3.205. Application for permit—Contents, hearing, decisions.

(a) Applications for permits shall be made to the City Council and shall include the following:

(1) A plot plan indicating the exact location of the well with respect to the following items within a radius of 500 feet of the well:

(i) Approximate property lines,

(ii) Sewage disposal systems or works carrying or containing sewage,

(iii) All intermittent or perennial, natural or artificial bodies of water or water courses,

(iv) Drainage pattern of the property,

(v) Existing wells of all types, regardless of whether they are subject to regulation under this article, and

(vi) Access roads;

(2) Location of property;

(3) Name of person who will perform the work on the well;

(4) Name and affiliation of registered inspector (monitoring wells and engineering test holes only);

(5) Proposed depth of well;

(6) Use of well;

(7) Proof satisfactory to the City Council that the person who will construct the well is in possession of a valid license appropriate to such work which has been issued in accordance with the Contractors License Law (Chapter 9, commencing with Section 7000, of Division 3 of the Business and Professions Code);

(8) A certificate satisfying the requirements of Section 3800 of the Labor Code (Workers' Compensation);

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(9) Such other information as the City Council may deem necessary in order to determine whether underground waters will be protected;

(10) No person shall, within the City right-of-way, cause to construct, repair, modify, demolish or destroy, any well or wells as defined in Section 7-3.203, unless in possession of a valid encroachment permit as per Title 7, Chapter 1 of the Ojai Municipal Code.

(b) Each application for a well permit shall be scheduled for a hearing by the City Council at its regular meeting after the application is filed in proper form or as soon as practicable thereafter. The City shall notify the applicant and such other persons as might be deemed interested or affected by the application of the time of the hearing.

(c) The City Council may grant or deny an application for a well permit in whole or in part and with such conditions, modifications or limitations on any part of an application as the City Council deems appropriate to carry out the purpose and goals of this chapter.

(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 3, Ord. 676, eff. November 30, 1990)

§ 7-3.206. Permit requirements and expiration.

Permits shall require compliance with all applicable standards set forth in Section 7-3.211. A permit, to be valid, must comply with all other applicable provisions of law. A permit shall expire six months from the date of issuance, unless it is extended by the Director. The Director may grant one or more extensions of a permit, each for a period not to exceed three months, if the permittee proves to the satisfaction of the Director that circumstances beyond the control of the permittee make it infeasible to complete the permitted work prior to the expiration date. Annual permits for engineering test holes shall expire one year from the date of issuance.

(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.207. Time to complete permitted work and satisfy permit requirements.

The permittee shall complete work authorized by the permit and satisfy all the requirements of the permit prior to the expiration date of the permit.

(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.208. Guarantee of permitted work.

Prior to the issuance of a permit or any extension thereof, the applicant may be required to post with the Department a cash deposit or bond to guarantee compliance with the provisions of this article and the applicable permit, such case or bond to be in an amount deemed necessary by the Director to remedy improper work, but not in excess of the total estimated cost of the permitted work.

(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.209. License and registration required of persons performing permitted

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work.

No person shall perform any work, either on such person's own property or on the property of another, for which a permit is required by Section 7-3.204, unless such person is in possession of a valid license appropriate to such work which has been issued in accordance with the Contractors' State License Law (Chapter 9, commencing with Section 7000, of Division 3 of the Business and Professions Code) and is registered with the Department to perform work permitted by this article. Licensed water well contractors (Class C-57) registered with the Department may perform all types of permitted work while licensed engineering contractors (Class A) and limited specialty contractors (Class C-61) registered with the Department may only perform permitted work on engineering test holes. The registration shall expire automatically on the expiration date indicated on the copy of the license or the expiration date indicated on the copy of the certificate of workers' compensation insurance submitted with the application, whichever expiration date is earlier.
(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 2, Ord. 874, eff. July 13, 2017)

§ 7-3.210. Suspension or termination of permit.

Any permit issued pursuant to Section 7-3.204 is subject to suspension or termination prior to expiration as provided in this section.

(a) *Grounds.* Any of the following occurrences constitutes a ground for termination of the permit:

(1) Suspension, revocation or termination of the license, required by Section 7-3.209, of the person who is to perform the work; or

(2) Failure of such person to comply with any provision of Section 3800 of the Labor Code; or

(3) Failure of such person or of any person who owns or possesses the well to comply with any provision of this article or any permit issued pursuant thereto.

(b) *Notice.* To initiate proceedings to terminate a permit, the Director shall send written notice to the person to whom the permit was issued. The notice shall briefly describe the suspected occurrence which constitutes a ground for termination, shall specify a time and place of a hearing at which such person shall be afforded an opportunity to present evidence showing that there has been no such occurrence, and shall state that the failure to appear and present such evidence may result in termination of the permit.

(c) *Hearing.* The Director shall conduct the hearing specified in the notice. The hearing shall be informal and shall not be governed by rules of evidence applicable to courts of law. The person to whom the permit was issued shall have the right to present relevant evidence at the hearing. The Director may, but need not, permit other persons to present relevant evidence. At the conclusion of the hearing, or within 30 calendar days thereafter, the Director shall determine, based upon the preponderance of the evidence accepted at the hearing, whether there has been such

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an occurrence. The determination of the Director shall be final and conclusive. Such determination shall be in writing and shall contain a brief statement of the findings of fact upon which the determination is based. If the determination is that there has been such an occurrence, the Director shall terminate the permit; provided, however, that the Director shall have the discretion not to terminate the permit if the Director determines that the occurrence was not willful, is not ongoing, and is not likely to recur.

(d) *Prehearing suspension.* The Director may suspend a permit prior to the hearing when the Director determines that such action is necessary to protect the public health and safety or the environment from imminent danger. The Director shall notify the person to whom the permit was issued of suspension. The suspension shall remain in effect until the Director makes a final determination based upon the hearing; provided, however, that the Director may lift the suspension at any earlier time at which the Director determines that it is no longer necessary.

This section shall not deprive the Director or the City of authority to pursue any other action or remedy otherwise available to them under the law.

(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 2, Ord. 874, eff. July 13, 2017)

§ 7-3.211. Standards.

Standards for the construction, relocation, replacement, repair, backup or standby modification or destruction of wells shall be those set forth in the California Department of Water Resources Bulletin Nos. 74-9, Chapter IV, entitled "Water Well Standards—Ventura County," Bulletin No. 74-81, Chapter II, entitled "Water Well Standards—State of California," and Bulletin 74-90, entitled "California Well Standards - State of California," as supplemented or revised from time to time by the California Department of Water Resources, with the following exceptions:

(a) The City Council may adopt additional or more stringent standards to be applicable to any or all zones as delineated in the aforementioned Bulletins.

(b) All community water supply wells and individual domestic wells shall be constructed with a sounding tube, tap hole with plug, or similar access for water level measuring equipment. For wells fitted with a well cap, the cap shall have a removable plug for this purpose. (State of California Department of Water Resources' Bulletin No. 74-81). Well discharge piping shall contain a water sampling port or valve for water quality sampling. Every new water well shall be equipped with a flowmeter. This flowmeter requirement does not apply to de minimis extractors. For those required to have flowmeters, flowmeters will be calibrated and a report submitted to the Agency at a minimum of every three years. The specifications for flowmeter calibration are set forth in Appendix 1. Substitution of comparable flowmeter calibration specifications may be approved upon review by the Director

(c) All pump discharge pipes not discharging or open to the atmosphere shall be equipped with an automatic device to prevent backflow and/or siphonage into a

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well. Specific backflow prevention measures are required for drinking water supply wells as prescribed in Title 17, Public Health,California Code of Regulations (Sections 7583 through 7585 and 7601 through 7605), effective June 25, 1987. (State of California Department of Water Resources' Well Standard Bulletin No. 74-90) Irrigation well systems, including those used for landscape irrigation and other well systems that employ, or which have been modified to employ, chemical feeders or injectors, shall be equipped with a backflow prevention device (State of California Department of Water Resources' Well Standard Bulletin No. 74-90). A check valve may also be utilized to meet this backflow prevention requirement.

(d) All community water supply wells and individual domestic wells shall be provided with a pipe or other effective means through which chlorine or other disinfecting agents may be introduced directly into the well. If a pipe is provided, it shall be installed at a height at or above the pump slab, shall be kept sealed, and shall be provided with a threaded or other secure cap. Equivalent protection for preventing contaminants from entering the well shall be provided for subsurface pump discharge installations. If an air relief vent is used, it shall terminate downward and be screened with 16 mesh screen to prevent contaminants from entering the vent.

(e) Every new, repaired or modified community water supply well or individual domestic water well, after construction, modification or repair, and before being placed into service, shall be thoroughly cleaned of all foreign substances and shall be thoroughly disinfected utilizing the procedures set forth in Appendix C of the aforementioned Bulletin No. 74-81.

(f) For irrigation and industrial wells chemicals of any type are not to be injected, pumped or poured into the well with the exception of disinfectants following any well rehabilitation work. Rehabilitation work may include use of chemicals to clean or remove scale from the well casing and gravel pack (if installed). Chemicals used for disinfection of groundwater extracted from the well shall be injected downstream from a backflow prevention device. Continuous injection or drip of chemicals into the well is prohibited.

(g) Engineering test holes deeper than 50 feet shall be destroyed within one working day upon completion of testing by completely filling and/or sealing of the borehole in accordance with criteria established by the Agency. The Agency may waive complete sealing if the permittee demonstrates to the Director's satisfaction that the purpose of this article as set forth in Section 7-3.202 will be satisfied.

(h) No well, regardless of status, shall be left unattended without a cap that has been constructed to prevent the accidental access to the well by a person or animal, or have an opening that allows the well to be susceptible• to contaminants or pollution.

(i) All wells shall be located an adequate horizontal distance from potential sources of contamination and pollution as specified in the Department of Water Resources, California Well Standards Bulletins No. 74-81, Section B.A.

(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 4, Ord. 676, eff. November 30, 1990, and § 2, Ord. 874, eff. July 13, 2017)

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§ 7-3.212. Log of well.

Licensed water well contractors who have performed any work for which a permit is required by this Article and which work involves drilling, digging, excavating or boring of a well, except for an engineering test hole, shall, within 30 days of completion of such work, submit to the Agency an accurate and complete well completion report.

For the purpose of obtaining sealing requirements from the Agency, geophysical well logs will be required as described in this article. New water wells in Sealing Zone Ill shall have a geophysical log. New water wells in Sealing Zone II shall either have a geophysical log, or soil samples shall be collected and recorded for every 10 feet of depth within potential sealing zones. Geophysical logs must include spontaneous potential, and resistivity (short and normal, or lateral log). All abandoned water wells to be destroyed in Sealing Zones II and Ill shall have a geophysical log by gamma ray if no existing electric log or satisfactory drilling report is available for that well, unless it is determined by the Agency that a log is not warranted.

Any permittee whose water well contractor fails to comply with this provision shall be in violation of this article and shall not be granted any new permits until the violation has been corrected. This shall not preclude the application of other penalties for violation of this article. A well log shall include, at a minimum, all of the following:

(a) A detailed record of the boundaries, character, distribution and color of all lithologic units penetrated;

(b) The type and size of well casing;

(c) The location of perforations, sealing zones and existing seals;

(d) Reports on the quantity and quality of groundwater (if available); and

(e) Any other data required by the Director in the permit conditions.

(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 2, Ord. 874, eff. July 13, 2017)

§ 7-3.213. Well inspection report.

Well construction seal inspection report. A County inspector will prepare a well seal inspection report for water wells and cathodic protection wells constructed pursuant to and in compliance with an unexpired permit issued under this article.

(a) *Well destruction seal inspection report.* A County inspector will prepare a well seal inspection report for water wells and cathodic protection wells destroyed pursuant to and in compliance with an unexpired permit issued under this article.

(b) *Monitoring well/engineering test hole construction seal inspection report.* The well seal inspection report for monitoring wells and engineering test holes constructed pursuant to and in compliance with an unexpired permit issued under this article shall be submitted by a registered inspector within 30 days of sealing on a form* satisfactory to the Agency, and shall include:

(1) Permit number.

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(2) Date(s) of sealing work.

(3) Number of wells constructed under this permit.

(4) Diameter and depth of bore hole(s), diameter and depth of casing(s) installed, depth to top and bottom of perforated interval(s), and depth(s) to top of annular filter pack.

(5) Depth to water.

(6) Depth and type of sealing material(s).

(7) Method of placement of sealing material(s).

(8) Method of protection of wellhead or open (engineering test) bore hole.**

(9) Signature of registered inspector.

* Bulletin 74-90 (DWR) requires that monitoring well construction, alteration, and destruction reports be completed on forms provided by the California Department of Water Resources.

** Section 7-3.211(g) requires that all engineering test holes be destroyed within one working day after completion of testing.

(c) *Monitoring well destruction seal inspection report.* The well seal inspection report for monitoring wells and engineering test holes destroyed pursuant to and in compliance with an unexpired permit issued under Section 7-3.204 shall be submitted by a registered inspector within 30 days of sealing on a form* satisfactory to the Agency, and shall include:

(1) Permit number.

(2) Date(s) of sealing work.

(3) Number of wells destroyed under this permit.

(4) Diameter and depth of bore hole(s) and diameter and depth of casing(s) installed (monitoring wells).

(5) Depth to water.

(6) Depth and type of sealing material(s).

(7) Method of placement of sealing material.

(8) Method of restoration of site area.

(9) Signature of registered inspector.

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* Bulletin 74-90 (DWR) requires that monitoring well construction, alteration, and destruction reports be completed on forms provided by the California Department of Water Resources.

(d) *Water well condition inspection report for certificate of exemption or returning well to active status.* Any person who owns or who possesses a water well that is abandoned or about to become abandoned due to lack of use, but who does not desire to destroy the well, may submit to the Agency a well condition inspection report signed by a registered inspector pursuant to Section 7-3.216. The report shall include:

(1) State well number.

(2) Driller's report.

(3) Assessor parcel number of the property on which the well is located.

(4) An accurate location description with respect to nearby wells, septic systems, animal enclosures, roads, and property boundaries.

(5) Photographs of the well site, taken not more than six months prior to application for a certificate of exemption.

(6) Video log of well casing, conducted not more than six months prior to application for a certificate of exemption.

(7) A description of the well casing condition based upon a review of the most recent video log of the well.

(8) An opinion that the well is, or is not, equipped with an annular seal or seals to prevent the interchange of waters between water-bearing strata penetrated by the well.

(9) A statement that the well is, or is not, protected from artesian flow and from entry by surface waters.

(10) A description of any work necessary to assure the safety of local groundwater supplies due to the continued existence of the well.

(11) A description of any repair work necessary to allow the well to function for its intended purpose.

(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.214. Corrective actions.

Any person who owns a well and any person who is in possession of a well, may be required to take corrective action with respect to the well as provided in this section.

(a) *Grounds.* Any of the following occurrences constitutes a ground for ordering corrective action:

(1) Maintenance, operation or use of the well in a manner that will cause or

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contribute to, or run a substantial risk of causing or contributing to, the pollution or contamination of the groundwater; or

(2) Construction, maintenance, repair, modification or destruction of the well in a manner that violates any provision of this article.

(b) *Notice.* To initiate proceedings to order corrective action, the Director shall send written notice to the person who owns the well or the person in possession of the well or both of them. The notice shall briefly describe suspected occurrence which constitutes a ground for ordering corrective action, shall describe the proposed corrective action, shall specify a time and place of a hearing at which such person shall be afforded an opportunity to present evidence showing that there has been no such occurrence or that the proposed corrective action is inappropriate, and shall state that failure to appear and present such evidence may result in an order requiring such person to take some or all of the proposed corrective action.

(c) *Hearing.* The Director shall conduct the hearing specified in the notice. The hearing shall be informal and shall not be governed by rules of evidence applicable to courts of law. The person to whom the permit was issued shall have the right to present relevant evidence at the hearing. The Director may, but need not, permit other persons to present relevant evidence. At the conclusion of the hearing, or within 30 calendar days thereafter, the Director shall determine, based upon the preponderance of the evidence accepted at the hearing, whether there has been such an occurrence, and if so, whether the proposed corrective action is appropriate. The determination of the Director shall be final and conclusive.

(d) *Order.* If the determination is that there has been such an occurrence and that some or all of the proposed corrective action is appropriate, the Director may issue and serve upon the person or persons who were served with notice of the hearing a written order requiring such appropriate corrective action. The order shall state a deadline for commencing the corrective action if such action is to be ongoing, and shall state a deadline for completing the corrective action if such corrective action is not to be ongoing. The order shall further state that, if the corrective action is not taken in compliance with the order, such action may be taken by the City at the expense of the person served with the order and, in addition, such person may be subject to criminal prosecution.

(e) *Compliance.* Any owner or possessor of the well who is served with such an order shall, on or before the deadline stated therein, commence every corrective action described therein as being ongoing, and complete every corrective action described therein as not being ongoing. Any owner or possessor of the well served with such an order, and any person who thereafter acquires ownership or possession of the well with actual or constructive notice of the order, shall, for so long as such person owns or possesses the well, continue to take every corrective action described in the order as ongoing, until such time as either the well is destroyed pursuant to this article or the Director states in writing that such ongoing corrective action is no longer necessary.

(§ 1, Ord. 671, eff. March 30, 1990)

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§ 7-3.215. Destruction of abandoned wells.

No person shall own or possess an abandoned cathodic protection well which is over 50 feet deep, an abandoned monitoring well, an abandoned engineering test hole which is over 50 feet deep, or an abandoned water well, unless either such well has been destroyed pursuant to this article or a current certificate of exemption has been issued for such well pursuant to Section 7-3.216.
(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.216. Certificate of exemption.

Any person who owns or possesses a water or monitoring well which is abandoned or about to become abandoned but who intends to use such well again may apply to the City Council, in a form satisfactory to the City Council, for a certificate of exemption from the requirement that such well be destroyed. If the City Council determines from such application that exemption from the requirement that the well be destroyed would not result in pollution or contamination of ground water and would not create a hazard to health or safety, the City Council may, but shall not be required to, issue such a certificate of exemption. A certificate of exemption shall expire five years after issuance and may be terminated by the City Council at any time prior to expiration upon a determination that destruction of the well is necessary to prevent pollution or contamination of ground water or to avoid a hazard to health or safety. Such successive certificates of exemption may be issued with respect to a well in the same manner as the original certificate.
(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 5, Ord. 676, eff. November 30, 1990, and § 2, Ord. 874, eff. July 13, 2017)

§ 7-3.217. Fees.

The City Council may, by resolution, establish fees for the processing of any application for approval as a registered inspector, for registration with the Department pursuant to Section 7-3.209, or for a permit, extension of permit, or certificate of exemption pursuant to this article. The payment of such fee, if any, established by such resolution shall accompany the application to which it pertains. If the application is withdrawn before issuance of the permit, the Department shall compute the cost to the City of processing the application up to that point in accordance the City's standard cost accounting procedures and, if such cost is less than the amount of the fee paid, the difference shall be refunded to the applicant.
(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.218. Inspection.

The Director and his or her City inspectors may, at any and all reasonable times, enter any and all places, property enclosures and structures for the purpose of making examinations and investigations to determine whether any provision of this article is being violated. The Director may require that any work for which a permit is required by this article be completed in stages and that work completed for any stage be inspected prior to any further work. Registered inspectors must inspect drilling and sealing

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operations for engineering test holes and monitoring wells if required by permit conditions.
(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.219. Penalties.

Any person, firm or corporation, whether as principal, agent, employee or otherwise, violating any provision of this chapter shall be guilty of an infraction or a misdemeanor at the discretion of City authorities as provided in Title 1, Chapter 2, Section 1-2.03 of this Code and, upon conviction thereof, shall be subject to the penalties provided therein. Such person, firm or corporation shall be deemed guilty of a separate offense for each and every day during any portion of which any violation of this chapter is committed, continued, or permitted by such person, firm or corporation and shall be punishable as provided in this section. The provisions of this section are in addition to and independent of any other sanctions which are or may be imposed under this chapter or any other provision of law.
(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 7, Ord. 697, eff. June 25, 1993)

§ 7-3.220. Abatement.

If any corrective action required by an order issued pursuant to Section 7-3.214 is not taken in full compliance with such order, the Director may cause the corrective action to be taken by the City and all persons required by Section 7-3.214 to take such corrective action shall be jointly and severally liable to the City for the cost of such action. In cases where the public health and safety require emergency corrective action, the Director may cause the emergency corrective action to be taken by the City without a prior order or notice and all persons who own or possess the well shall be jointly and severally liable to the City for the cost of such action.
(§ 1, Ord. 671, eff. March 30, 1990)

§ 7-3.221. Exemption.

The foregoing provisions of this chapter do not apply to any leak detection system installed or destroyed pursuant to the provisions of Chapter 6.7 (commencing with Section 25280) of Division 20 of the Health and Safety Code or of Article 2 (commencing with Section 4521) of Chapter 5 of Division 4 of the Ventura County Ordinance code. The City Council may also waive permit requirements for installation or destruction of monitoring and recovery wells to determine the extent of or remove underground tank contamination, pursuant to the requirements of the State of California or the County of Ventura, if the City Council determines that the purpose of this article as set forth in Section 7-3.202, will be satisfied. The City Council may also waive permit requirements for installation or destruction of natural gas monitoring and recovery wells pursuant to the requirements of the State of California or the County of Ventura if the City Council determines that the purpose of this article as set forth in Section 7-3.202 will be satisfied.
(§ 1, Ord. 671, eff. March 30, 1990, as amended by § 6, Ord. 676, eff. November 30, 1990)

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§ 7-3.222. Flow prevention device.

All wells having a history of flowing as a result of artesian pressure shall be maintained and equipped to prevent flowing due to pressure in the aquifer system. Wells without any history of flowing that begin to flow shall be repaired, or retrofitted as necessary to prevent flowing. Such repair or retrofit shall be completed within a period of 30 days of notice by County. This includes flowing as a result of a failed casing or other deteriorated component, or the absence of a surface seal.
(§ 2, Ord. 874, eff. July 13, 2017)

§ 7-3.223. Aquifer protection program.

The purposes of this program are to allow retention of those wells that are being used and are in good condition and to require either repair or destruction of those wells that are not usable and are causing ground-water pollution.

(a) *Water wells*.

(1) Beginning on January 1, 1999, and on each January first thereafter, any person who owns a water well, or any person who is in possession of a water well, except those wells for which a valid certificate of exemption is in effect, shall submit to the Agency a report of the volume of groundwater extracted, as measured by flowmeter if so equipped, or other reasonable means, and the total time the well was operated within the preceding 12 months. In addition, for water wells constructed to allow access for water level measuring, the static water level in each water well shall be measured and reported annually. Any results from a completed aquifer pump test, or groundwater quality data collected shall also be reported. This report shall be submitted to the Agency prior to February 1 of each year on a form approved by the Agency.

(2) If a well is classified as abandoned, as defined in Section 7-3.203, a certificate of exemption shall be obtained or the well may be returned to active status by completing a well condition inspection report in the manner provided in Section 7-3.216, or the well shall be destroyed as required by Section 7-3.215.

(b) Based upon the above information, all wells in the unincorporated areas of Ventura County shall be classified as one of the following:

(1) Active;

(2) Abandoned with a valid certificate of exemption;

(3) Abandoned and requiring destruction;

(4) Noncompliant-abandoned;

(5) Noncompliant;

(6) Cannot locate; or

(7) Cannot locate report.

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(c) Applicants in violation of this article shall not be entitled to further well permits or any land use entitlement until all violations of this article are corrected.

(§ 2, Ord. 874, eff. July 13, 2017)

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ATTACHMENT A

CITY OF OJAI

ORDINANCE NO. 973

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI, CALIFORNIA, SUSPENDING CERTAIN REQUIREMENTS OF ARTICLE 2 OF CHAPTER 3 OF TITLE 7 OF THE OJAI MUNICIPAL CODE ("WELL CONSTRUCTION, MODIFICATION, AND DEMOLITION STANDARDS"), SUBJECT TO BIENNIAL REVIEW BY CITY COUNCIL, AND CREATING A NEW SECTION 224 OF ARTICLE 2 OF CHAPTER 3 OF TITLE 7 OF THE OJAI MUNICIPAL CODE.

WHEREAS, the City currently regulates well construction, modification, and demolition activities pursuant to Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code (the "Well Permit Ordinance"); and

WHEREAS, the Ojai Basin Groundwater Management Agency ("OBGMA") was designated by the California legislature as the agency responsible for overseeing groundwater management within the Ojai Basin, including the review and permitting of wells; and

WHEREAS, the City's existing permitting requirements for wells included in the Well Permit Ordinance overlap the groundwater well permitting and review processes administered by OBGMA; and

WHEREAS, the City Council finds that maintaining a separate City permitting and public hearing process for wells results in duplicative regulatory oversight, unnecessary administrative burdens, and delays for applicants; and

WHEREAS, the City Council further finds that OBGMA possesses the technical expertise and regulatory authority necessary to oversee the permitting, monitoring, and inspection of wells within the Ojai Valley; and

WHEREAS, the City Council also finds that suspension of the Well Permit Ordinance will allow the City to avoid duplicative regulation while preserving its authority to reinstate local permitting requirements if warranted by future circumstances; and

WHEREAS, the suspension of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code will allow the City to redirect administrative resources toward other municipal priorities while continuing to rely on the expertise and oversight of OBGMA and Ventura County for groundwater and well regulation; and

WHEREAS, the City Council finds that suspending the City's well permitting requirements is in the interest of efficient governance and regulatory consistency; and

WHEREAS, the City Council desires to periodically evaluate whether the suspension remains in the public interest.

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

SECTION 1. Recitals. The above set forth recitals and findings are true and correct and incorporated herein by reference, as if set forth in full.

SECTION 2. Suspension of Well Permit Ordinance. Commencing on the effective date of this Ordinance, and except as otherwise provided herein, the City's administration and enforcement of Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code is hereby suspended. During the suspension period, no new permit shall be required pursuant solely to Article 2 of Chapter 3 of Title 7 of the Ojai Municipal Code. The City expressly reserves the right to take enforcement action against any permittee that fails to comply with an existing permit previously issued by the City under the Well Permit Ordinance. Nothing in this Ordinance shall be construed to alter, limit, waive, or impair any requirement imposed by state law, federal law, the Ojai Basin Groundwater Management Agency, or any other governmental agency having jurisdiction.

SECTION 3. Duration of Suspension. The suspension established by this Ordinance shall remain in effect unless and until such time as this ordinance and the Ojai Municipal Code amendments contemplated herein are rescinded or repealed by subsequent ordinance adopted by the City Council.

SECTION 4. Biennial Review. At least once every two years following the effective date of this Ordinance, City staff shall prepare a report to the City Council regarding:

1. The regulatory activities of the Ojai Basin Groundwater Management Agency and other agencies exercising jurisdiction over wells within the City;

2. Whether duplication of regulatory oversight continues to exist;

3. Whether reinstatement, amendment, or permanent repeal of the Well Permit Ordinance should be considered; and

4. Any public health, safety, environmental, or administrative concerns associated with continuation of the suspension.

Following receipt of the report, the City Council shall consider whether continuation of the suspension remains in the public interest. Failure to conduct a review by any particular date shall not automatically terminate the suspension established by this Ordinance.

SECTION 5. Reservation of Municipal Authority. Nothing in this Ordinance shall be construed as relinquishing the City's police powers or authority to regulate wells, groundwater-related activities, or land uses to the extent authorized by law. The City Council expressly reserves the right to amend, resume application of, replace, or repeal the Well Permit Ordinance at any time. Furthermore, notwithstanding anything in this Ordinance, the City Council reserves the right to take enforcement action regarding any violation of any requirement under a permit issued by the City prior to the effective date of this Ordinance.

SECTION 6. Code Amendment. The Ojai Municipal Code is hereby amended to add a new Section 224 to Article 2 of Chapter 3 of Title 7 to read as follows:

§ 7-3.224 Suspension of Article 2 of Chapter 3 of Title 7

> Notwithstanding any other provision of this Article, the permitting and other administrative requirements established in this Article 2 of Chapter 3 of Title 7 ("Well Construction, Modification and Demolition Standards") are suspended until such time as the City Council repeals such suspension by ordinance. Notwithstanding the suspension contemplated by this Section 7-3.224, the City retains all of its authority to enforce the requirements and conditions of any permit issued under this Article in its sole and absolute discretion.

SECTION 7. Environmental Determination. The City Council determines that based on the entire administrative record, the foregoing amendment to the Ojai Municipal Code is exempt from the California Environmental Quality Act ("CEQA") for the following reasons. Pursuant to California Code of Regulations, Title 14, Section 15061(b)(3) of the CEQA Guidelines, CEQA review is not required if an activity is not a project as defined in Section 15378 of the CEQA Guidelines. In accordance with Section 15378(b)(5), a "project" for purposes of CEQA does not include organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment. This ordinance is administrative in nature, and will not result in any direct or indirect physical changes in the environment. The adoption of this ordinance is therefore exempt from CEQA review pursuant to California Code of Regulations, Title 14, Sections 15060 and 15378, subdivision (b)(5) of the CEQA Guidelines.

SECTION 8. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases or portions might be declared invalid or unconstitutional.

SECTION 9. Certification. The City Clerk shall cause this Ordinance to be published as required by law and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

SECTION 10. Effective Date. This Ordinance shall take effect 30 days after its passage.

ATTACHMENT A

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

CITY OF OJAI, CALIFORNIA

_____
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 the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Ojai held on ___, 2026, and adopted at a regular meeting held on _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

_____
Weston Montgomery, Chief Deputy City Clerk

AGREEMENT FOR THE COUNTY OF VENTURA
TO PERFORM WELL PERMIT AND INSPECTION SERVICES FOR
THE CITY OF OJAI

THIS AGREEMENT is entered into by and between the County of Ventura, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Ojai, a municipal corporation of the State of California, hereinafter referred to as "City."

WHEREAS, City expects to adopt an ordinance, hereinafter referred to as "Well Construction, Modification and Demolition Standards," in a form substantially identical to article 1 (commencing with section 4811) and hereinafter referred to as "County's Groundwater Conservation Ordinance," of chapter 8 of division 4 of the Ventura County Ordinance Code; and,

WHEREAS, County and City wish to enter into a contract for the performance by County within City's boundaries of certain inspection services under the City's Well Construction, Modification and Demolition Standards Ordinance; and,

WHEREAS, such a contract is authorized by article 1 (commencing with section 51300) of chapter 1 of part 2 of division 2 of title 5 of the Government Code and by chapter 12 (commencing with section 54980) of part 1 of division 2 of title 5 of the Government Code.

NOW, THEREFORE, the parties agree as follows:

1. City shall adopt and maintain in effect the City's Well Construction, Modification and Demolition Standards Ordinance and shall enact amendments thereto substantially identical to amendments hereafter made to County's Groundwater Conservation Ordinance promptly after being notified of such amendment by County.

2. County's Public Works Agency and County's Director of Public Works or his or her designee, respectively, shall perform for City and exercise on behalf of City all those functions and all that authority which are to be performed and exercised by the "Department" and the "Director", respectively, under the City's Well Construction, Modification and Demolition Standards Ordinance, and shall do so to the same extent and in the same manner as they would perform such services and exercise such authority for County under the County's Groundwater Conservation Ordinance.

3. Any and all fees payable under the City's Well Construction, Modification and Demolition Standards Ordinance shall be collected and retained by County. If such fees are set by City in amounts less than are set by County for the same services under the County's Groundwater Conservation Ordinance, City shall pay County the difference between what County actually collects under the City's Well Construction, Modification and Demolition Standards Ordinance and what County would have collected had the City's fees been identical to the County's fees. Such payment by City shall be made within thirty days of receipt of County's bill, which may be sent to City periodically at any time within six months after the month in which the charges listed in the bill accrued.

4. All persons employed by County in the performance of this Agreement shall be County employees. No person employed by County in the performance of this Agreement shall have any City pension, civil service status, or other right or status pertaining to City employment. However, for the limited purpose of giving official status to County personnel performing services pursuant to this Agreement, every County officer and employee performing such services shall be deemed to be doing so as an officer or employee of City.

5. City, its officers and employees, by this Agreement do not assume any liability for the direct payment of any salary or wages to any County officer or employee performing services hereunder for City, or for the direct payment of compensation or indemnity to any County officer or employee for any injury to or illness of such officer or employee arising out of his or her employment by County.

6. County, its officers and employees, by this Agreement do not assume any liability for the negligent or wrongful acts or omissions of City, or of any officer or employee thereof, and City shall hold County, its officers and employees, harmless from and indemnify and defend County, its officers and employees against, any and all costs, expenses, claims, suits and liability for bodily or personal injury to or death of any person and for any injury to or loss of any property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of City, its officers and employees, performing or authorizing the performance of or failing to perform or authorize a performance of any work, services or functions to be performed under this Agreement.

7. City, its officers and employees, by this Agreement do not assume any liability for the negligent or wrongful acts or omissions of County, or of any officer or employee thereof, and County shall hold City, its officers and employees, harmless from and indemnify and defend City, its officers and employees, against any and all costs, expenses, claims, suits and liability for bodily or personal injury to or death of any person and for injury to or loss of any property resulting from or arising out of or in any way connected with any negligent or wrongful acts or omissions of County, its officers and employees, performing or in failing to perform any work, services or functions provided for, referred to or in any way connected with any work, services or functions to be performed under this Agreement.

8. Any notice or bill to be sent to a party hereto may be sent to the party at the address set forth below:

COUNTY

Ventura County Public Works Agency
Water Resources & Development Department
800 South Victoria Avenue
Ventura, California 93009

CITY

City of Ojai
Director of Public Works
Post Office Box 1570
Ojai, California 93023

Any notice or bill addressed to a party at the foregoing addresses, or at such other address as such party may from time to time furnish in writing to the other party, shall be deemed to have been received by the addressee on the first business day next following the day on which such notice or bill was deposited, postage prepaid, in the United States mail.

9. The term of this Agreement shall commence on the 31st day after execution by both parties, and shall continue indefinitely until terminated pursuant to this section. Either party may terminate this Agreement, in its sole discretion, on 30 days' written notice to the other party. The responsibilities of the respective parties under section 3, 6 and 7 of this Agreement shall remain in effect after any termination with respect to any acts or omissions preceding the termination.

IN WITNESS WHEREOF, City and County have executed this Agreement on the dates indicated below.

CITY OF OJAI

Dated: February 27, 1990

By Joe DeVito
Mayor

ATTEST:

By Cyndi Reynolds
City Clerk

APPROVED AS TO FORM:

By Monte E. Wilcox
City Attorney

COUNTY OF VENTURA

Dated: DEC 17 1991

By Maggie Erickson Kildee
Chair, Board of Supervisors

ATTEST:

RICHARD D. DEAN, County Clerk
County of Ventura, State of California,
and ex officio Clerk of the Board of
Supervisors thereof.

By Roberta Rodriguez
Deputy Clerk

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Leah Palmer, Acting Finance Director

MEETING DATE: **September 22, 2026**

SUBJECT: **Amendment No. 3 to Professional Services Agreement with Eide Bailly LLP *(Operational Need)***

RECOMMENDATION

Approve and authorize the City Manager to execute Amendment No. 3 to the Professional Services Agreement with Eide Bailly LLP to increase the not-to-exceed amount from $167,000 to $290,000.

DISCUSSION

The City entered into a Professional Services Agreement with Eide Bailly LLP with a term beginning July 1, 2025 and ending June 30, 2027, for professional services needed to support the City's accounting and financial management activities, for an amount not-to-exceed $75,000.00.

On January 13, 2026, City Council approved the first amendment to Professional Services Agreement with Eide Bailly LLP, increasing the not-to-exceed amount to $167,000, but limiting the scope of services to year-end close efforts for fiscal year 2024/25 and assistance with the implementation of the City's accounts payable module. On March 24, 2026, City Council approved Amendment No. 2 to expand the scope of services to include year-end close efforts for fiscal year 2025/26.

The City's Finance Department has experienced staffing vacancies and workload constraints over the past year. This contract amendment supports year-end close efforts for fiscal year 2025/26. Eide Bailly has knowledge of the City's financial systems, personnel, and workflows due to their ongoing engagement with the City. Their existing familiarity enables them to provide timely and efficient services without the need for additional onboarding, thereby avoiding service disruption and saving both time and public funds. If approved, the additional contract funds would remain limited to those purposes described in Amendments No. 1 and 2.

If the City were to embark upon a request for proposal (RFP) effort for continued professional assistance with year-end close efforts, the timeline for posting the RFP, allowing appropriate response time, recommending to the City Council and receiving City Council approval of a firm to do the work, and then deploying the professional assistance within the finance department would fall *after* anticipated fieldwork of the fiscal year

2025/26 audit. This would *not* assist the City in its ongoing efforts to get completely caught up.

Increasing the not-to-exceed amount of the professional services agreement with Eide Bailly will address the immediate need for accounting services support, as they have been heavily involved in the year-end close process for the prior fiscal years.

The Finance Department's goal is to have low reliance on consultants by fiscal year 2027/28 and to be fully staffed and trained. An increase to Eide Bailly's not-to-exceed amount will support this long-term goal and reduce further timing delays. Further, the Finance Department has committed to being current for outstanding year-end close and audit efforts by the end of this fiscal year (fiscal year 2026/27). Providing additional Eide Bailly resources through funding available within the adopted fiscal year 2026/27 budget will greatly support this commitment.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

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

FISCAL IMPACT

The proposed contract amendment is an increase of $123,000 for a not to exceed amount of $290,000. The FY 2026/27 Finance Department Budget includes $175,000 in accounting services. As a result, no additional appropriation is required for the contract amendment.

Prepared by: Leah Palmer, Acting Finance Director

ATTACHMENT(S)

A. PSA - Amendment No. 3
B. PSA – Original Agreement
C. PSA – Amendment No. 1
D. PSA – Amendment No. 2

AMENDMENT No. 3 TO PROFESSIONAL SERVICES AGREEMENT
(City of Ojai and Eide Bailly LLP)

This Amendment No.3 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 22nd day of September 2026 at Ojai, California, by and between the City of Ojai, a California municipal corporation ("City") and Eide Bailly LLP., a Limited Liability Partnership ("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant dated July 1, 2025, in the following fashion:

☐ A. City and Consultant agree to amend the Agreement by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.4 Expiration Date: _____.

■ B. City and Consultant agree to amend the Agreement by modifying the total compensation and costs payable to Consultant under this Agreement to a not-to-exceed sum of $290,000. The additional funds provided under this Agreement shall only be used to fund the following services: (1) services related to the City Finance Department's trial balance and year-end efforts; (2) implementation of the City's accounts payable module as part of the City's electronic accounting system; and (3) accounting and year-end support for Fiscal Year 2025-26.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Ojai

By: _____
Ben Harvey, City Manager

Date: _____

"Consultant"
Eide Bailly LLP

By: _____
Bradford Rockabrand, Partner

Date: _____

go

Attest:
By: _____
Weston Montgomery, Deputy City Clerk

Date: _____

Approved as to form:
By: _____
Bethany A. Burgess, City Attorney

Date: _____

CITY OF OJAI
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of the last date indicated below by and between the City of Ojai, a California municipal corporation ("City"), and **Eide Bailly LLP**, a ***limited liability partnership*** ("Consultant") (collectively, "parties").

2. RECITALS

2.1 City has determined that it requires the following professional services from a consultant: supporting the City's accounting and financial management activities.

2.2 Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Consultant agree as follows:

3. DEFINITIONS

3.1 "Scope of Services" means such professional services as are set forth in Consultant's June 27, 2025 engagement letter to City attached hereto as "Exhibit A" and fully incorporated herein by this reference.

3.2 "Approved Fee Schedule" means such compensation rates as are set forth in Consultant's fee schedule to City attached hereto within "Exhibit A" and fully incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

3.3 "Commencement Date" means July 1, 2025.

3.4 "Termination Date" means June 30, 2027.

3.5 "City Agreement Administrator" means Christy Billings, Interim Finance Director.

3.6 "Consultant Project Administrator" means Bradford Rockabrand, Partner, Eide Bailly, LLP.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall terminate at 11:59 p.m. on the Termination Date unless extended in writing by mutual agreement of the parties or terminated earlier in accordance with Section 18 ("Termination") below.

5. CONSULTANT'S SERVICES

5.1 Time is of the essence in Consultant's performance of services under this Agreement.

5.2 Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of seventy-five thousand dollars and no cents ($75,000.00) unless specifically approved in advance and in writing by City. Consultant shall notify the City Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the maximum amount payable above. Consultant shall concurrently inform the City Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the maximum amount payable above.

5.3 Consultant shall perform all work in accordance with professional standards. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).

5.4 Consultant represents that it has advised City in writing prior to the date of signing this Agreement of any known relationships with third parties, City Council Members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

5.5 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.

5.6 Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Bradford Rockabrand shall be the Consultant Project Administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No other person shall serve as Consultant Project Administrator without City's prior written consent, which shall not unreasonably be withheld.

5.7 This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

5.8 Consultant shall be responsible to City for all services to be performed under this Agreement. All subconsultants shall be approved by the City Agreement Administrator and their billing rates identified in the Approved Fee Schedule, Exhibit B. City shall pay Consultant for work performed by its subconsultants (including labor) only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subconsultants performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subconsultants.

5.9 Consultant shall notify the City Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

5.10 This Agreement is subject to prevailing wage law, for all work performed under the Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Consultant acknowledges that prevailing wage determinations are available for the performance of inspection and survey work.

6. COMPENSATION

6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Approved Fee Schedule in full satisfaction for such services.

6.2 Consultant shall submit to City an invoice, on a monthly basis or less frequently, for services performed pursuant to this Agreement. Each invoice shall identify the maximum amount payable above, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the

firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges. City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall include a copy of each subconsultant invoice for which reimbursement is sought in the invoice.

6.3 The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.

6.4 Payments for any services requested by City and not included in the Scope of Services may be made to Consultant by City on a time-and-materials basis pursuant to the Approved Fee Schedule and without amendment of this Agreement, so long as such payment does not cause the maximum amount payable above to be exceeded.

7. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, specifically developed by Consultant for and required to be delivered to City under this Agreement (such written material and electronic files are collectively known as "written products") shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Consultant look to the City as its employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation, and other applicable federal and state taxes.

9. AGREEMENT ADMINISTRATOR

In performing services under this Agreement, Consultant shall coordinate all contact with City through its City Agreement Administrator. City reserves the right to change this

designation upon written notice to Consultant. All services under this Agreement shall be performed at the request of the City Agreement Administrator, who will establish the timetable for completion of services and any interim milestones.

10. INDEMNIFICATION

10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be indemnified from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the parties intend the provisions of this indemnity provision to be interpreted and construed to provide the City with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify City as set forth herein.

10.2 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the negligence or misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other expenses of litigation.

10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 of this Agreement and any amount due City from Consultant arising from Consultant's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

10.4 The obligations of Consultant under this Section 10 of this Agreement are not limited by the provisions of any workers' compensation or similar statute.

10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in Section 10 of this Agreement from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others, Consultant agrees to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs and expenses for any damage due to death or injury

to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

10.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply whether or not any insurance policies apply to a claim, demand, damage, liability, loss, cost or expense.

10.7 In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors.

10.8 Notwithstanding any federal, state, or local policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in CalPERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for CalPERS benefits.

11. INSURANCE

11.1 During the term of this Agreement, Consultant shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement.

11.2 Any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements or limits shall be available to City as an Additional Insured as provided below. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured.

11.3 Insurance required under this Agreement shall be of the types set forth below, with minimum coverage as described:

11.3.1 Comprehensive General Liability Insurance with coverage limits of not less than One Million Dollars ($1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent

consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.

11.3.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars ($1,000,000)

11.3.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.3.4 Professional Errors and Omissions Insurance with coverage limits of not less than One Million Dollars ($1,000,000) per claim/$1,000,000 in the aggregate.

11.4 Consultant shall require each of its subconsultants to maintain insurance coverage that meets all of the requirements of this Agreement provided however, that the City Agreement Administrator may waive the provision of Errors and Omissions Insurance by subconsultants in his or her sole discretion.

11.5 The policy or policies required by this Agreement shall be issued by an insurer legally allowed in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.6 Consultant agrees that if it does not keep the insurance coverages required by this Agreement in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Consultant's expense.

11.7 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the required coverages are in effect and naming City and its officers, employees, agents and volunteers as Additional Insureds on policies except for Professional Errors and Omissions Insurance. Prior to commencement of work under this Agreement, Consultant shall file with City's Risk Manager such certificate(s) and Forms CG 20 10 07 04 and CG 20 37 07 04 or the substantial equivalent showing City as an Additional Insured.

11.8 Consultant shall provide proof that policies of insurance required by this Agreement expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverages.

11.9 The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming City and its officers, employees, agents and volunteers as Additional Insureds and shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Except for Professional liability certificates of insurance, consultant agrees to require its insurer to modify the certificates of

insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11.10 Except for Professional Liability insurance, the insurance provided by Consultant shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

11.11 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against the City.

11.12 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify and hold harmless under Section 10 of this Agreement.

11.13 Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or the City.

12. MUTUAL COOPERATION

12.1 City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant's services under this Agreement.

12.2 If any claim, action, or proceeding is brought against City relating to Consultant's performance in connection with this Agreement, Consultant shall render any reasonable assistance that City may require in the defense of that claim, action, or proceeding.

13. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement, provided that, where required by law or applicable professional standards, Consultant shall be entitled to keep one archival copy of engagement documentation (which may include City data) disclosed hereunder.

14. RECORDS AND INSPECTIONS

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. City shall further have the right to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.

15. PERMITS AND APPROVALS

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

16. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:

Christy Billings
Interim Finance Director
401 South Ventura Street
Ojai, CA. 93023
Telephone: (805) 646-5581

If to Consultant:

Dr. Bradford Rockabrand, Partner
Eide Bailly, LLP
10681 Foothill Blvd. Suite 300
Rancho Cucamonga, CA. 91730
Telephone: (909) 466-4410

With courtesy copy to:

Matthew T. Summers, Ojai City Attorney
Colantuono, Highsmith & Whatley, PC
790 E. Colorado Blvd, Suite 850
Pasadena, CA 91101

17. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 10, Section 13, Paragraph 12.2 and Section 14 of this Agreement shall survive the expiration or termination of this Agreement.

18. TERMINATION

18.1 City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be promptly returned to City upon the termination or expiration of this Agreement.

18.2 If City terminates this Agreement due to no fault or failure of performance by Consultant, then Consultant shall be paid based on the work performed in accordance with this Agreement and applicable professional standards at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement as provided in Section 5.2 above and as otherwise provided in this Agreement.

19. GENERAL PROVISIONS

19.1 Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.

19.2 In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, medical condition or any other unlawful basis.

19.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).

19.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or

condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party to be charged with the waiver.

19.5 Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.

19.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. The venue for any litigation shall be Ventura County, California and Consultant hereby consents to jurisdiction in Ventura County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

19.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

19.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and those of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on behalf of the City and Consultant.

19.10 Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Consultant shall take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training, Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.11 **Campaign Contributions** - This Agreement is subject to Government Code Section 84308, as amended by SB 1439. That statute requires Consultant to disclose any campaign contribution by the Consultant or the Consultant's agent to City Councilmembers or other City officials of more than $250 in the aggregate in the preceding 12 months. Consultant shall provide a signed copy of the attached Campaign Contribution Disclosure Form with Consultant's execution of this Agreement (Exhibit E).

19.12 **Recitals** – The Recitals are incorporated by this reference.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

"City"

By: Ben Harvey

Its: City Manager

Date: 9/8/25

"Consultant"

By: Bradford Rockabrand

Its: Partner

Date: 8/26/2025

Attest:

By

Weston Montgomery, Chief Deputy Clerk

DATE: 9/8/25

EXIBIT A

SCOPE OF WORK

EideBailly

CPAs & BUSINESS ADVISORS

July 14, 2025

Ben Harvey
City Manager
City of Ojai
401 South Ventura Street
Ojai, CA 93023

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the City of Ojai (you).

Scope of Engagement

We will work with you to provide consulting services in connection with supporting the City's accounting and financial management activities.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation, or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct, and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

During the course of the engagement, we will only provide confidential engagement documentation to you via Eide Bailly's secure portal or other secure methods, and request that you use the same or similar tools in providing information to us. Should you choose not to utilize secure communication applications, you acknowledge that such communication contains a risk of the information being made available to unintended third parties. Similarly, we may communicate with you or your personnel via e-mail or other electronic methods, and you acknowledge that communication in those mediums contains a risk of misdirected or intercepted communications.

Should you provide us with remote access to your information technology environment, including but not limited to your financial reporting system, you agree to (1) assign unique usernames and passwords for use by our personnel in accessing the system and to provide this information in a secure manner; (2) limit access to "read only" to prevent any unintentional deletion or alteration of your data unless our scope of services requires expanded access to your system and/or files; (3) limit access to the areas of your technology environment necessary to perform the procedures agreed upon; and (4) disable all usernames and passwords provided to us upon the completion of procedures for which access was provided. We agree to only access your technology environment to the extent necessary to perform the identified procedures.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our work papers for a period of at least eight years from the conclusion of our engagement with the City.

Timeline

We will begin our work upon acceptance of this engagement agreement. As the proposed work is ongoing in nature, we will complete specific tasks on a mutually agreeable schedule following receipt of all required data to accomplish each specific task. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Eide Bailly is conscious of our clients' desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. We estimate that our fees for the engagement will not exceed $75,000. Actual costs will be dependent on the actual hours required to complete the assigned tasks. If the scope of work is determined to be significantly different than anticipated, we will communicate with you prior to undertaking additional tasks so that there are no surprises. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Invoices are payable upon presentation.

Our work will be billed at the rates shown in the table below.

Staff Level	Hourly Rates
Partner	$ 396
Director	$ 374
Senior Manager	$ 339
Manager	$ 284
Supervisor	$ 252
Senior Associate	$ 215
Associate	$ 170

We recognize that clients want to control the cost of multi-year contracts by providing transparency on the front end regarding future rate increases. We adjust our rates on July 1st of each year. On July 1 of each year that you continue your relationship with the firm, the fixed amount and standard rate schedule shown above will be adjusted by the annual change in related labor costs for your area as of the preceding April 1st.

The ability to perform and complete our engagement consistent with the estimated fees included above depends upon the quality of your underlying accounting records and any other information required for the completion of our work, as well as the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our work is completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The City of Ojai accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the City of Ojai.

MEDIATION

Any disagreement, controversy, or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Rancho Cucamonga, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers, and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in the information provided to us to complete our engagement that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers, or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive, or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the engagement. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by California law. Any unresolved Dispute shall be submitted to a federal or state court located in Ventura County, California.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Dr. Bradford Rockabrand, CPA
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Ojai by:

Name: _____

Title: _____

Date: _____

AMENDMENT No. 1 TO PROFESSIONAL SERVICES AGREEMENT
(City of Ojai and Eide Bailly LLP)

This Amendment No.1 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 13th day of January 2026 at Ojai, California, by and between the City of Ojai, a California municipal corporation ("City") and Eide Bailly LLP., a Limited Liability Partnership ("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant dated July 1, 2025, in the following fashion:

☐ A. City and Consultant desire to amend the Agreement by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.4 Expiration Date: _____.

■ B. City and Consultant desire to amend the Agreement by modifying the total compensation and costs payable to Consultant under this Agreement to a not-to-exceed sum of $167,000. The additional funds provided under this Amendment shall only be used to fund the following services: (1) services related to the City Finance Department's trial balance and year-end efforts; and (2) implementation of the City's accounts payable module as part of the City's electronic accounting system.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Ojai

By: _____
Ben Harvey, City Manager

Date: 4/20/26

"Consultant"
Eide Bailly LLP

By: _____
Bradford Rockabrand, Partner

Date: _____

Attest:
By: _____
Bridget Mara, Acting Deputy City Clerk

Date: 3-6-26

Approved as to form:
By: _____
Bethany A. Burgess, City Attorney

Date: April 14, 2026

AMENDMENT No. 2 TO PROFESSIONAL SERVICES AGREEMENT
(City of Ojai and Eide Bailly LLP)

This Amendment No.2 ("Amendment") to Professional Services Agreement ("Agreement") is made on this 24th day of March 2026 at Ojai, California, by and between the City of Ojai, a California municipal corporation ("City") and Eide Bailly LLP., a Limited Liability Partnership ("Consultant").

This Amendment modifies the original Agreement between the City and the Consultant dated July 1, 2025, in the following fashion:

☐ A. City and Consultant agree to amend the Agreement by modifying section 3.4 – Expiration Date of the "Agreement" to read as follows:

3.4 Expiration Date: _____.

■ B. City and Consultant agree to amend the Agreement to expand the scope of work that may be funded by the increase in the not-to-exceed sum approved as part of Amendment No. 1 to the Agreement to include accounting and year-end support for Fiscal Year 2025-26.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Ojai

By: _____
Ben Harvey, City Manager

Date: 4/16/26

"Consultant"
Eide Bailly LLP

By: _____
Bradford Rockabrand, Partner

Date: _____

go

Attest:
By: _____
Bridget Mara, Acting Deputy City Clerk

Date: 4/15/26

Approved as to form:
By: _____
Bethany A. Burgess, City Attorney

Date: April 14, 2026

TO: **Honorable City Council**

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

MEETING DATE: **September 22, 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: September 21, 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.

Weston Montgomery

From: Clay Creasey <claycreasey@gmail.com>
Sent: Saturday, September 19, 2026 12:28 AM
To: City Clerk
Cc: Andy Gilman; Kim Mang; Andrew Whitman; Leslie Rule; Rachel Lang
Subject: September 22 Regular Agenda Item #16 - Eide Bailly Contract Extension

City Council Members-

First, I wish to note a positive thing: The City Manager is actually requesting a contract extension with an increase in the "not-to-exceed" amount before the prior "not-to-exceed" amount has been exceeded. This is a welcome improvement versus prior practices.

Unfortunately, this proposed contract extension is still asking you to purchase regular accounting services at ultra-high consultant prices. Per the Eide Bailly price list, their cheapest associate will get billed out at $170 per hour, plus whatever inflation factor has been added in the past year. This is roughly triple the hourly rate (including benefits) for the highest paid internal accountant position in our current scale. In other words, we could get three times the accounting help if we hired them ourselves, versus what the Eide Bailly deal will give us.

Of course, you are being told that the current manpower shortage situation in finance is forcing your hand. But this is the same old story we have been hearing for the past two plus years, and at some point it has to end.

A much better solution would be to require the City Manager to add two senior accountant positions to the authorized staffing in the Finance Department. It will clearly take a few months to get these people on board, during which time you can still use Eide Bailly as

necessary. But, hopefully within six months they would be on board and up to speed, at which time we could finally bid adieu to Eide Bailly. Then, the institutional knowledge regarding year-end processes would be retained in-house, versus purchased anew each year at premium prices. This would also help address the troublesome issue that the Eide Bailly contract has never been competitively bid.

As you heard last week, the Kroll remediations are nearly done. You City Manager affirmed his intent to diligently bring the City's financial reporting processes back into compliance with our policy and the State's legal requirements. Now is the time for us to get the Finance Department sufficiently staffed so that they can do their basic jobs. If not now, when?

Respectfully,

Clay Creasey

Weston Montgomery

From: Clay Creasey <claycreasey@gmail.com>
Sent: Sunday, September 20, 2026 11:19 AM
To: City Clerk; Andy Gilman; Kim Mang; Andrew Whitman; Leslie Rule; Rachel Lang
Cc: Bethany Burgess
Subject: September 22 Agenda Item #14 - Willdan Contracts Renewals

City Council Members-

The Administrative Report regarding the Willdan contract extensions presents three potential alternatives:

1. Renew the two Willdan contracts at "not-to-exceed" annual costs of $575,500 in total, or
2. Staff an internal department of six FTE's at a total estimated cost for salaries and benefits of $1,245,206, or
3. A hybrid of the above two strategies.

There is no doubt that the consultant model for building services is easier to execute. But it is also clear that the per-unit costs of consultant-provided services are higher than internally sourced services. So, the decision ultimately comes down to a judgment regarding the trade-off between economics and management ability / bandwidth.

On its surface, this analysis puts forth a compelling economic case for renewing the contracts with Willdan. However, alternative number 2 is not a good-faith estimate of the comparative aspects of an in-house solution for the following two reasons:

1. The estimated salary and benefits costs are significantly inflated versus actual market conditions, as shown below in a comparison of these jobs versus the City of Ventura:

OJAI Staff Report		VENTURA MAX - Bens at 35%		OJAI H / (L) vs VENTURA	
TITLE	SAL+BENS	TITLE	MAX SAL+BENS		
Certified Building Official	$ 228,579	Chief Building Official	$ 250,387	$ (21,808)	-9.5%
Building Inspector	$ 175,116	Building Inspector	$ 122,839	$ 52,277	29.9%
Plan Checker - Engineer	$ 180,375	Senior Plans Examiner	$ 159,767	$ 20,608	11.4%
City Engineer	$ 333,464	Civil Engineer	$ 194,661	$ 138,803	41.6%
Code Compliance Officer	$ 173,184	Code Enforcement Inspector	$ 122,839	$ 50,345	29.1%
Planning Technician	$ 154,488	Planning Technician	$ 115,701	$ 38,787	25.1%
TOTAL	**$ 1,245,206**	**TOTAL**	**$ 966,194**	**$ 279,012**	**22.4%**

2. The in-house alternative case presented by the Administrative Report presumes that the required staffing will be six FTE's. However, the maximum manpower available with the Willdan relationship, assuming the contract cost at its maximum and the labor rates at their averages, will only be roughly half that number.

It therefore appears that there could be significant long-term benefits (both economic and service-related) if we pursued a hybrid model.

For this reason, I recommend that the City Council agree to extend the Willdan contracts as proposed, but also instruct the City Manager to propose a realistic staffing model for a department that would use consultants on a flex basis as needed during times of peak demand, rather than as a total solution.

Separately, I would also point out that the City of Ventura pays their City Council members $600 per month (the mayor gets $700). Because these amounts are well below what is paid by Ojai, this is an additional savings opportunity.

Respectfully,

Clay Creasey

Weston Montgomery

From: Ruth Cooper <ruthcoopermft@gmail.com>
Sent: Sunday, September 20, 2026 8:38 PM
To: City Council
Subject: Drone show vs fireworks

Dear Mayor and City Council Members,

I am glad to hear that the council will be having a discussion this Tuesday about how we celebrate Independence Day in Ojai, and the city's role in that. I am in favor of the city obtaining preliminary proposals and cost estimates for a drone light show, and evaluating the City's future role in funding and coordinating the celebration.

I am in favor of getting rid of fireworks completely. They are so disturbing to so many people and animals, are a huge fire risk, and terrible for air quality. Drone shows offer a wonderful alternative! I saw a drone light show at a concert in SF and it was wonderful, beautiful and memorable. Very festive and exciting.

A switch to a drone light show would also be in keeping with the city's goals of increasing sustainability, and reducing fire risk.

Thank you,

Ruth Cooper
Sunset Place, Ojai

Weston Montgomery

From: Leah Hecker <leahjfks@gmail.com>
Sent: Monday, September 21, 2026 7:31 AM
To: City Council
Subject: City Council meeting Tuesday, September 22, Item 12, Fourth of July Concept Review

Dear City Council,

I'm one of the people who started the petition to replace Ojai's Fourth of July fireworks with a drone show, and I was really glad to see this on Tuesday's agenda. I'm hoping you'll direct staff to look into the alternatives in the staff report: get some proposals and cost estimates for a drone show, and figure out what role the City could play in running and paying for the celebration.

You may already have seen this, but the Ventura County Grand Jury put out a report this year called 'Countywide Response to Public Complaints About Fireworks'. Here's the full report if you want it: https://vcportal.venturacounty.gov/GDJ/docs/reports/2025-26/FWKS/GDJ-FY2526-Report_FWKS.pdf

Two passages stuck with me:

"Law enforcement agencies throughout Ventura County report similar impacts on their communities from the discharge of fireworks, such as trauma to pets, negative effects on individuals suffering from PTSD, fire danger, and noise disturbance to citizens, even during late-night and early-morning hours. **Ventura County's law enforcement agencies and fire departments, animal services, and veterans service agencies all** report, to varying degrees, financial or emotional impacts and **acknowledge there is a significant emotional and mental health fallout from fireworks.**" (Emphasis mine)

All over Ventura County people are in distress over fireworks on July 4th as the report shows. On a day that should be only joyous and celebratory. Is sticking with toxic and unsafe fireworks really worth all that distress considering there is an alternative?

Our petition 'Spark joy, not fire' is up to 280 signatures now, and a lot of people left comments. Here are a few:

"Thank you for getting this petition started. It's about time we stopped petrifying our animals and wildlife and scaring people with PTSD."

"My dog has bitten himself bloody because he is so terrified of the fireworks, despite medication. Please, please, please make this happen."

"We have (6) horses residing in Ojai and our clients we serve are veterans & active-duty combat military. Fireworks are always a big concern for not only our client's mental health but also for our horse's safety and the risk of fires of which we've already experienced a fire evacuation."

"Last 4th of July the black lab runs way scare and hurt his legs really badly."

"Too old to participate much but was a horseman in my younger days and I am strongly sympathetic to the belief that fireworks are straight up inappropriate around here."

"Fireworks are terrifying for animals, both domestic and wild. I would be happy to have drone shows instead."

"Seattle has replaced fireworks at the Space Needle with a drone show which is spectacular 💕 "

"Please start the drone show this year. No more fireworks! Every living person & animal deserves their peace and quiet."

"I WISH THIS WOULD COME UP IN EVERY COMMUNITY. FIREWORKS ARE HARMFUL FOR VETERANS, ANIMALS AND ANYONE WITH PTSD."

And these are only the humans who can voice their distress. Think about what the animals and our environment would say if they could? If I go by my dog, who (despite medication) was shaking at night for three weeks after somebody shot a rocket at Nordhoff, it would be a very clear plea for help. I spend the 4th of July away from Ojai with other animal lovers in Carmel now - Carmel has banned fireworks.

As I understand it, Tuesday doesn't commit the City to anything. It's just asking staff to find out what an alternative would actually take. That seems like a pretty easy yes to me, and I hope you agree. I'd be happy to help however I can.

Thank you for taking this up.

Leah Hecker

202 Del Norte Rd

Ojai

Weston Montgomery

From: Dennis Wood <dennisc144@yahoo.com>
Sent: Monday, September 21, 2026 10:00 AM
To: City Council
Subject: Fireworks

Hello Council Members,
I believe it's time to Stop the Old Traditional Fireworks Show. I'm sure you will get emails for both for continuing the old fireworks show and for changing to the drone exhibit, and you have heard all the reasons for it and against it. My suggestion would be do next year's show with drones and evaluate the responses. It's time for change.
Dennis Wood
Sent from my iPad

Weston Montgomery

From: Allison Stillman <allee33@sbcglobal.net>
Sent: Monday, September 21, 2026 12:00 PM
To: City Council
Subject: Fireworks in Ojai

Hello City Council,
It is my understanding you are speaking tomorrow in regards to banning fireworks in Ojai, and replacing with possible drone display.
It's about time we came into the modern era in Ojai!
I have come to hate the 4th of July because of the fireworks.
My animals are terrified, I'm terrified with the noise, and the fireworks in the neighborhoods continue all hours of the night.
With Ojai being in extreme fire territory, we need to do better to protect us all.
It's time to create a safe celebration for us all.

Allison Stillman
The Destiny Architect

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

Weston Montgomery

From: Chelsea Sutula <chelsea@sespe.org>
Sent: Monday, September 21, 2026 12:35 PM
To: City Council
Subject: Agenda item 12 - 4th of July concept review

Greetings City Council,

I write to strongly encourage your support of directing staff to explore different options for Ojai's 4th of July celebration.

There is a compiled (not exhaustive) list of articles at https://www.usofthevalley.com/sources which highlight some of the biggest concerns about continuing the fireworks tradition.

On behalf of the wildlife and domesticated creatures that call this valley home, please allow staff to research alternatives to fireworks. The current volunteer committee will never consider changing their traditions, so it's up to the city to take a leadership position if we hope to evolve our thinking on how we can celebrate as a nation without causing undue harm.

Thank you for your consideration!

SESPE CREEK

Our Grass is Greener

Chelsea Sutula
Owner/CEO
(she/her)

sespe.org
408 Bryant Circle, Unit C
Ojai CA, 93023
C10-0000028-LIC

Weston Montgomery

From: Betty Molner <bettymolner@outlook.com>
Sent: Monday, September 21, 2026 1:03 PM
To: City Council
Subject: 4th of July Celebration

Importance: High

I heard that it is finally on your council meeting agenda that you will discuss the possibility of replacing fireworks with drones this next Fourth of July. As a lifetime resident of the Ojai Valley, I feel this is a great idea. Due to climate change, we are experiencing dry, drought-like conditions and it's getting worse every year. As a result, it would take but just an ember to light up a tree and burn down the entire town. As an Oak View resident, I can stand outside in my yard and see oak trees everywhere around us. I had a sister and a niece who lost everything in the Camp Fire up in Paradise. I know how devastating a fire can become in such a short time.

People continue to light up fireworks, some illegal as much as a week before and after the holiday. As a dog owner, this is very frustrating. It bothers him so much, he has to be medicated. This is just not right. Every year, I'm so afraid one of these fireworks will land on our roof, or our yard and start a fire.

Times are changing. Due to climate change, some of the things we once enjoyed are no longer safe - fireworks is one of them.

Therefore, I ask that you really consider having a drone show this next 4th of July.

Sincerely,
Betty Molner

Weston Montgomery

From: Margaret Vigil-Wood <peggy178@icloud.com>
Sent: Monday, September 21, 2026 2:11 PM
To: City Council
Subject: Fireworks display in Ojai

City council members,

Please consider changing our live fireworks display to a drone display. The fireworks are toxic to our environment, disruptive to many residents, and cause our wildlife and domestic animals to be very fearful and upset.

I am in favor of discontinuing the live display and switching to drones.

Respectfully,
Peggy Vigil-Wood
Oak View

Sent from my iPad

Weston Montgomery

From: Chris L Marmes <clmarmes@protonmail.com>
Sent: Monday, September 21, 2026 6:06 PM
To: City Council
Subject: fireworks concept review

Dear City Council,

We have come to dread the 4th of July fireworks in Ojai. It is difficult to watch the extreme trauma our dog experiences every year. We have tried everything (drugs, thunder coats, driving to the East End and upper Ojai) and nothing seems to help so we sit with her when she goes in the shower and hold her while she shakes. It gives me lots of time to wonder about how the fireworks impact the wildlife that is in the preserve area that borders Nordhoff high school field where the fireworks are launched. It seems there must be a better way to celebrate our independence.

Please direct staff to obtain preliminary proposals and cost estimates for a drone light show, and to evaluate the City's future role in funding and coordinating the celebration.

thank you
Chris Marmes