AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, OCTOBER 13, 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 - October 13, 2026 - Regular Meeting

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

1. **Proclamation Honoring Library Week 2026 and the Ojai Valley Library Friends and Foundation (OVLFF)**

2. **Reveal of the 2026 Ojai Day Poster and Poster Competition Winner**

3. **Ventura County Civic Alliance to Provide the State of the Region Report Results and Ojai Data**
   Presentation Slides

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.

4. **City Council Minutes**
   RECOMMENDATION: Approve.
   09-22-26 Special Meeting
   09-22-26 Regular Meeting

5. **City of Ojai Warrants for September 14, 2026 - October 02, 2026**
   RECOMMENDATION: Receive and file.
   Administrative Report - Warrant Report
   Attachment A - Warrant Register
   Attachment B - Disbursement by Category
   Warrant Cover.pdf

6. **Confirm Reappointment to Fill Term-Ending Vacancy on City Commission**
   RECOMMENDATION: Confirm nomination of commission reappointment: Judy Murphy, Planning Commission (term ending May 2030).
   Administrative Report - Commissioner Reappointment
   Attachment A - Request for Reappointment - J. Murphy

7. **Donation Application/Acceptance Form**
   RECOMMENDATION: Approve template for Donation Application/Acceptance Form.
   Administrative Report - Donation Application Form
   Attachment A - Donation Application/Acceptance Form

8. **Adoption of 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**
   RECOMMENDATION: Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 974 amending the Municipal Code, by reading of the title as stated below:
   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.
Administrative Report - Libbey Tennis Court Ordinance
Attachment A - Ordinance 974

PUBLIC HEARINGS

9. **Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority, a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $25,000,000, to finance and refinance the acquisition, construction, improvement and equipping of a 50-unit qualified residential rental project located at 320 Bryant Street; and Approve a Resolution Authorizing the Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority ("CMFA") and Approving a Plan of Finance for the CMFA to Issue and Reissue Revenue Bonds for a Qualified Residential Rental Project *(Legal Requirement)***
   RECOMMENDATION:
   1. Conduct the public hearing under the requirements of the Tax and Equity Fiscal Responsibility Act TEFRA and the Internal Revenue Code of 1986, as amended.
   2. Consider adopting the attached resolution approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Chaparral Place LP, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500. The resolution will also authorize the Mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.

   Administrative Report - TEFRA Joint Powers Agreement
   Attachment A - Resolution No. 2026-34
   Attachment B - Exhibit A to Resolution and Agreement No. 2026-113

10. **Approval of a Resolution of the Ojai City Council (1) Declaring Certain City-Owned Real Property Located at 408-410 N. Montgomery Street in the City of Ojai (APN: 021-0-092-010) to be Exempt Surplus Land under the Surplus Land Act, and (2) Concurrently Approving the Disposition and Development Agreement to Transfer the Property to a Non-Profit Developer to Develop Affordable Housing *(City Council Direction)***
    RECOMMENDATION: Approve the Resolution (Attachment "A") of the Ojai City Council (i) declaring certain City-owned real property located at 408-410 N. Montgomery Street in the City of Ojai (APN: 01-0-092) to be exempt surplus land under the Surplus Land Act, and (ii) concurrently approving the Disposition and Development Agreement to transfer the property to a non-profit developer to develop affordable housing (Exhibit "A" to Attachment "A").
    Administrative Report - 408-410 N Montgomery Exempt Surplus Land
    Attachment A - Resolution No. 2026-35 and Exhibit A, Agreement No. 2026-114

DISCUSSION

11. **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

12. **Concept Review | Regulatory Discussion Regarding Ojai's Sign Standards, Compliance and Process – Title 10, Chapter 2, Article 16 (Sign Standards) *(Requested by Mayor Pro Tempore Mang and Council Member Whitman)***
RECOMMENDATION: Conduct a concept review of the Ojai Sign Ordinance, take public comment, and provide preliminary feedback and direction to staff regarding the current process and existing regulations.
Adminstrative Report - Concept Review: Sign Standards
Attachment A - Arcade Design Guidelines
Attachment B - Sign Standards

13. **CONCEPT REVIEW: Pilot "Slow-Jai" Project *(Requested by Mayor Gilman and Council Member Rule)***
RECOMMENDATION: Convene a concept review discussion regarding the proposed pilot "Slow-Jai" Project, and if consensus exists, provide direction to staff to embark upon next steps for project outreach and pilot implementation.
Administrative Report - Concept Review: Pilot â€œSlow-Jaiâ€ Project
Attachment A - How to Use Slow Streets Facts Sheet
Attachment B - Page Slow Street Upgrades Outreach Summary
Attachment C - City of San Francisco Page Slow Street Signs

14. **Strategic Communications Plan *(City Council Direction)***
RECOMMENDATION: Review and adopt the Strategic Communications Plan.
Administrative Report - Draft Strategic Communications Plan
Attachment A - Draft Plan

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted October 9, 2026, at 1:00 p.m.
Weston Montgomery, Chief Deputy City Clerk

WRITTEN PUBLIC COMMENTS
Written public comments will be published here for public access. Please see PUBLIC COMMENT OPTIONS below for instructions on how to submit.

ACCOMMODATIONS

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

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

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

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

PUBLIC PARTICIPATION

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

PUBLIC COMMENT OPTIONS

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

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

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

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

As a government agency, the City of Ojai is subject to the California Public Records Act (Government Code § 6250 et seq.). Please be advised that all communications submitted to

City officials and staff are subject to public disclosure under the California Public Records Act. There are limited exceptions that allow the City to redact personal information under the California Public Records Act. If you have concerns regarding privacy, please do not include your personal identifying information, such as your name, e-mail, phone number, and home address in your correspondence to the City, including, but not limited to, public comment.

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

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

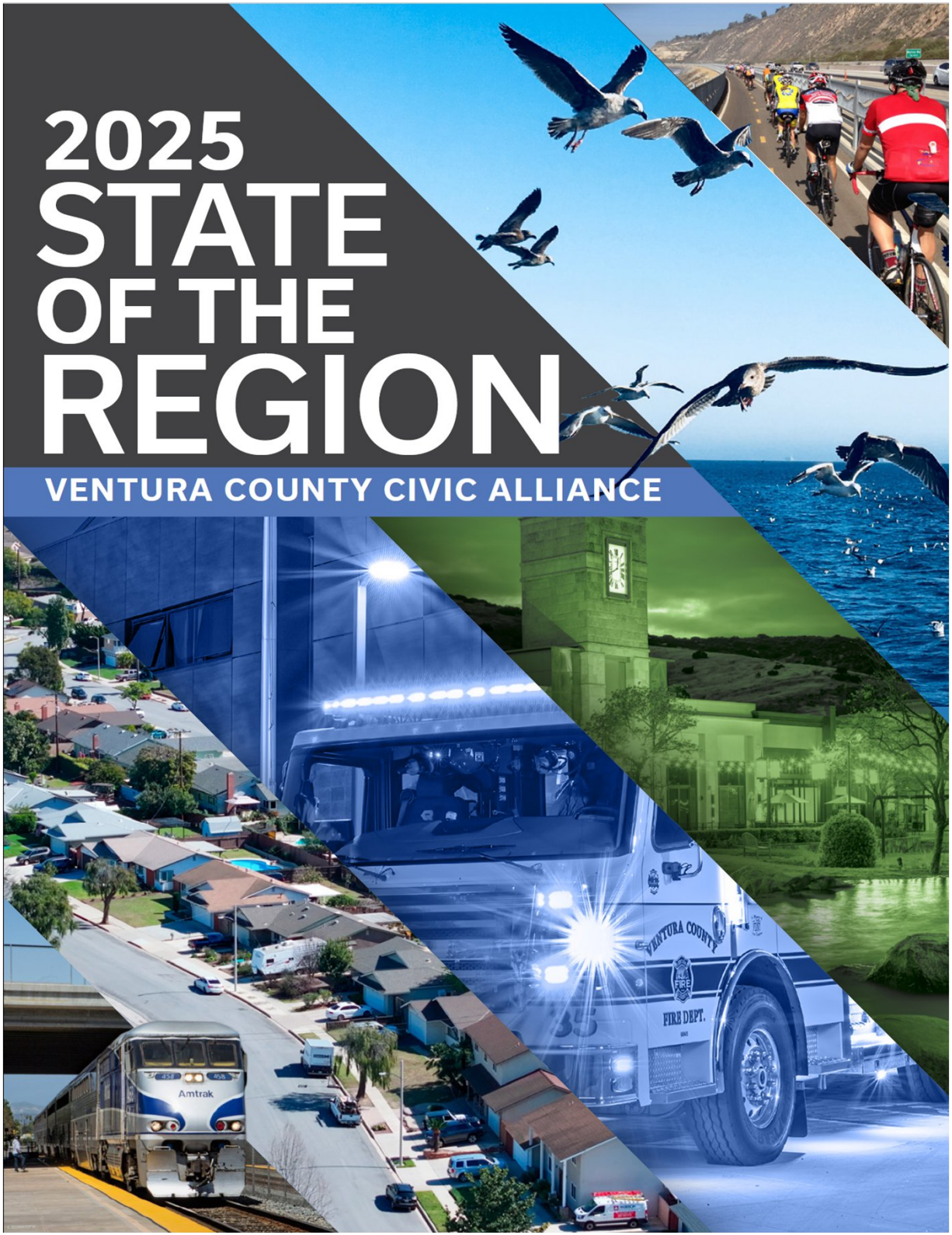
LEVINE ACT WARNING

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

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

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

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


2025
STATE
OF THE
REGION
VENTURA COUNTY CIVIC ALLIANCE
Amtrak
VENTURA COUNTY
FIRE DEPT.

RESEARCH & TITLE SPONSOR

Ventura County Community Foundation

COMMUNITY COLLEGES OF VENTURA COUNTY

DOMAIN SPONSORS

CALIFORNIA RESOURCES

COUNTY of VENTURA

Channel Islands
CALIFORNIA STATE UNIVERSITY

LIMONEIRA®
SINCE 1893

The Port OF Hueneme

committed to COMMUNITY

OFFICE OF EDUCATION
VENTURA COUNTY

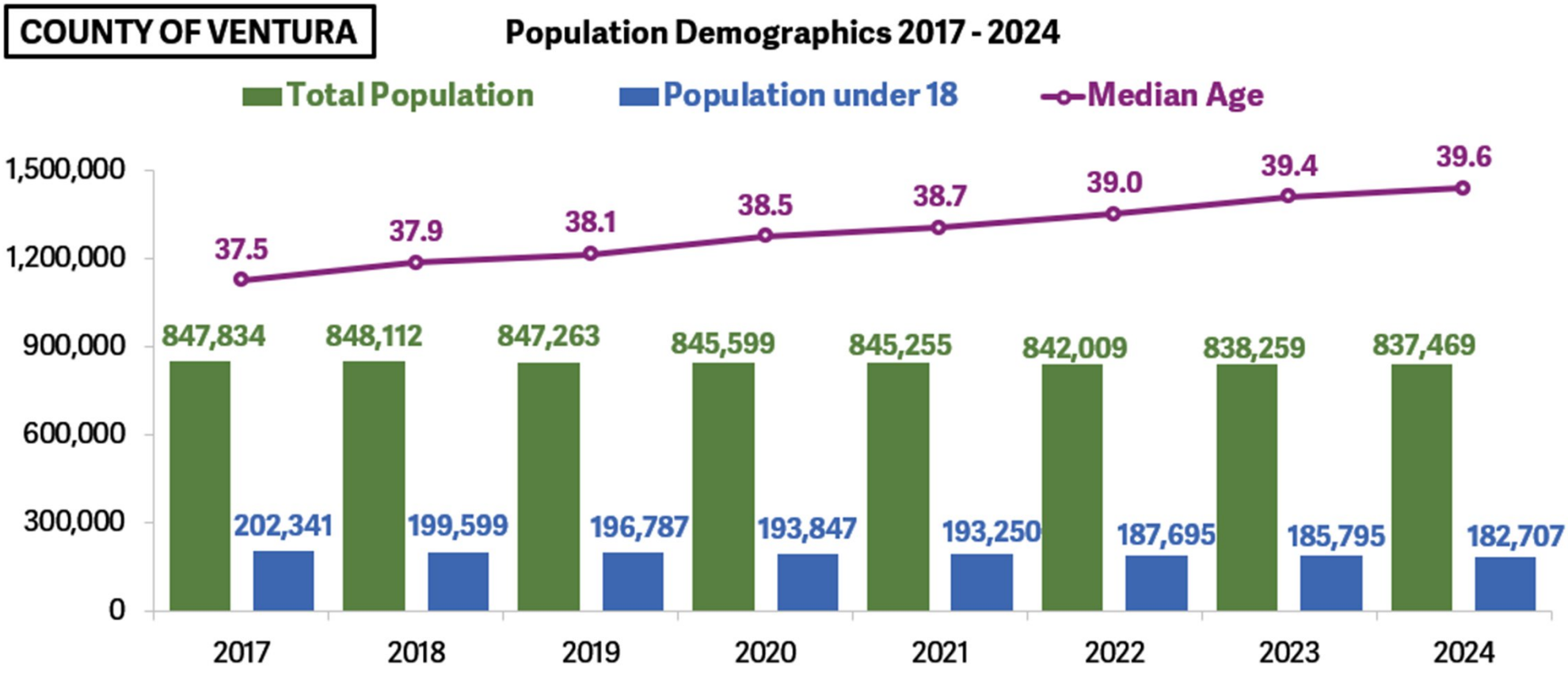
State of the Region Report

- Published every two years and ninth overall report
- All sources are listed starting on page 113
- Available online for free download at:

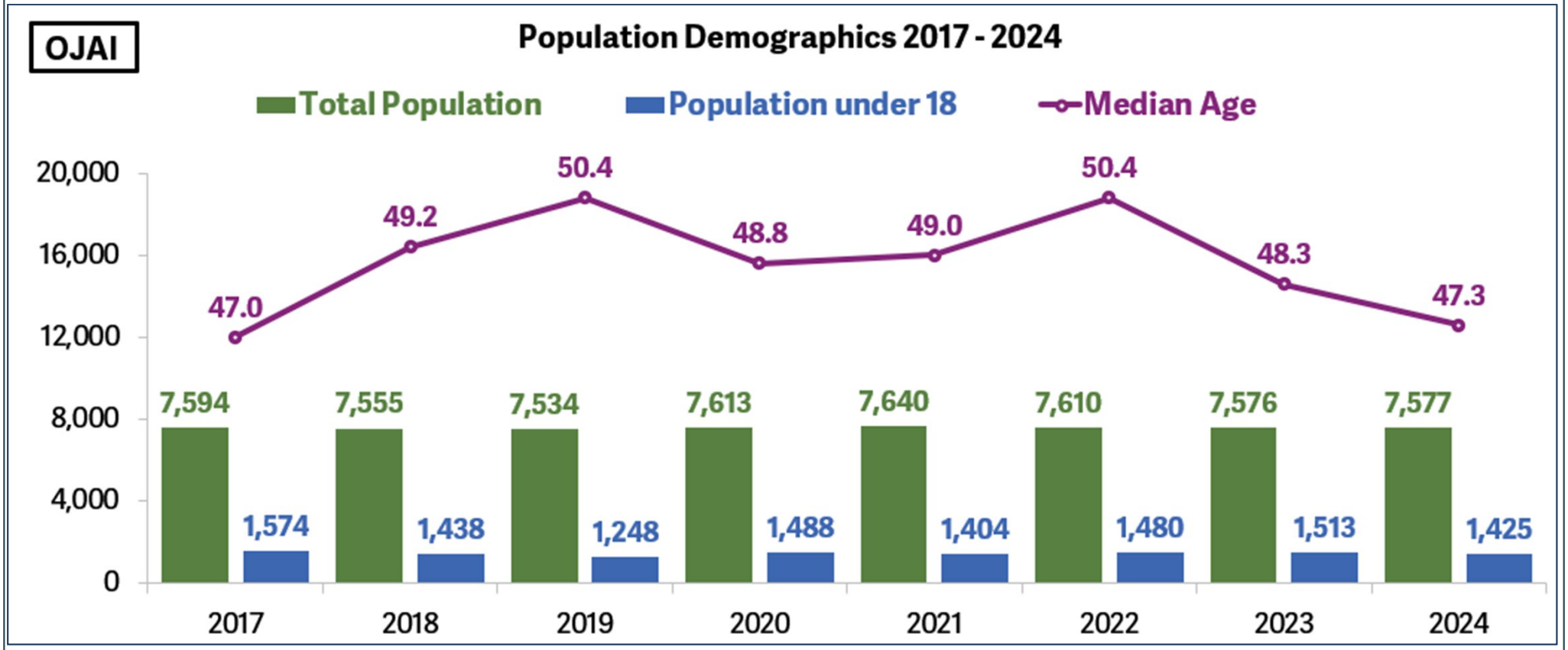
  www.CivicAlliance.org

- Ventura County Civic Alliance is a neutral, unbiased nonprofit focused on sustaining our quality of life.

COUNTY OF VENTURA - POPULATION (Custom slide – not in report)



OjAI - POPULATION
(Custom slide – not in report)

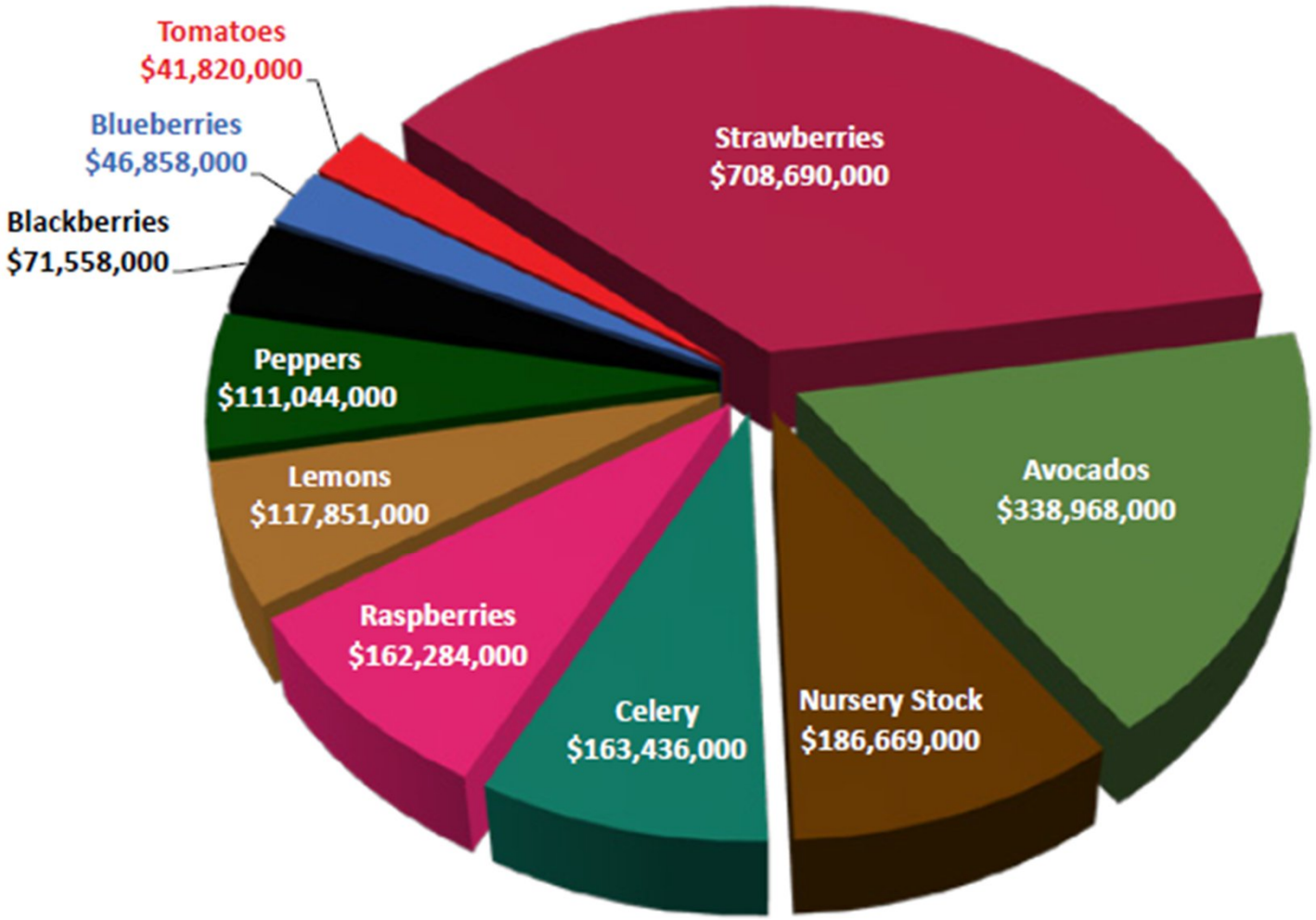


Agriculture

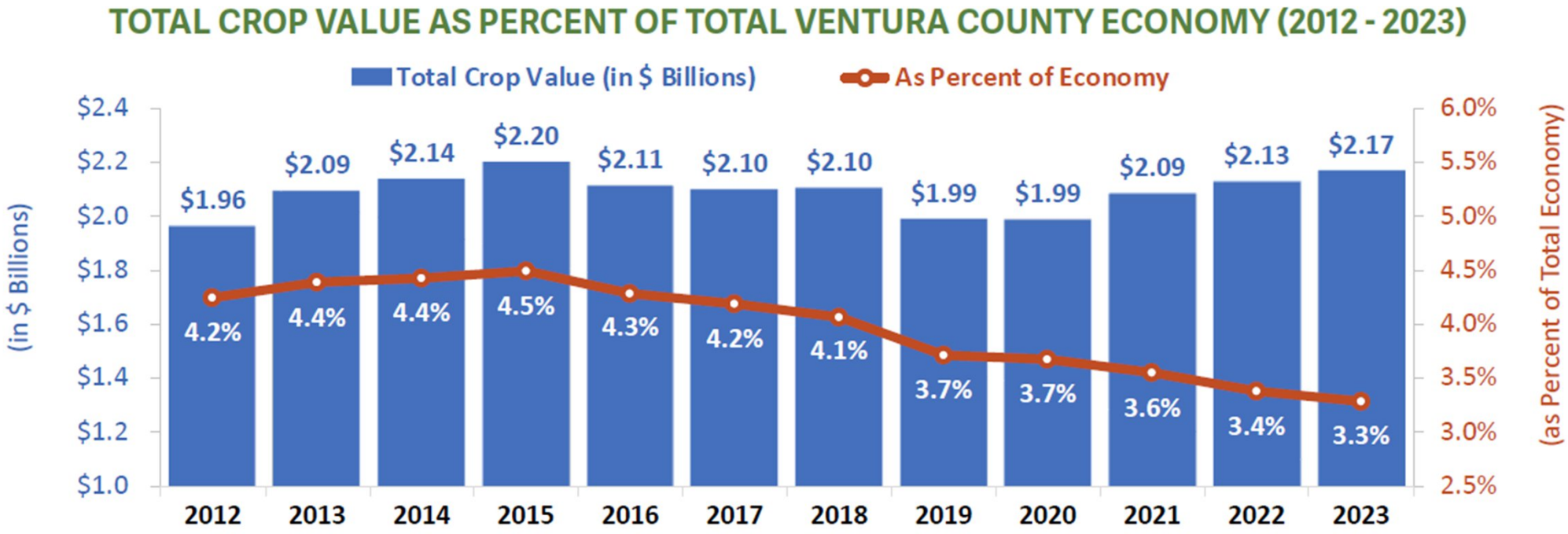


TOP TEN CROPS - PAGE 9

TOP 10 CROPS IN VENTURA COUNTY (2024)



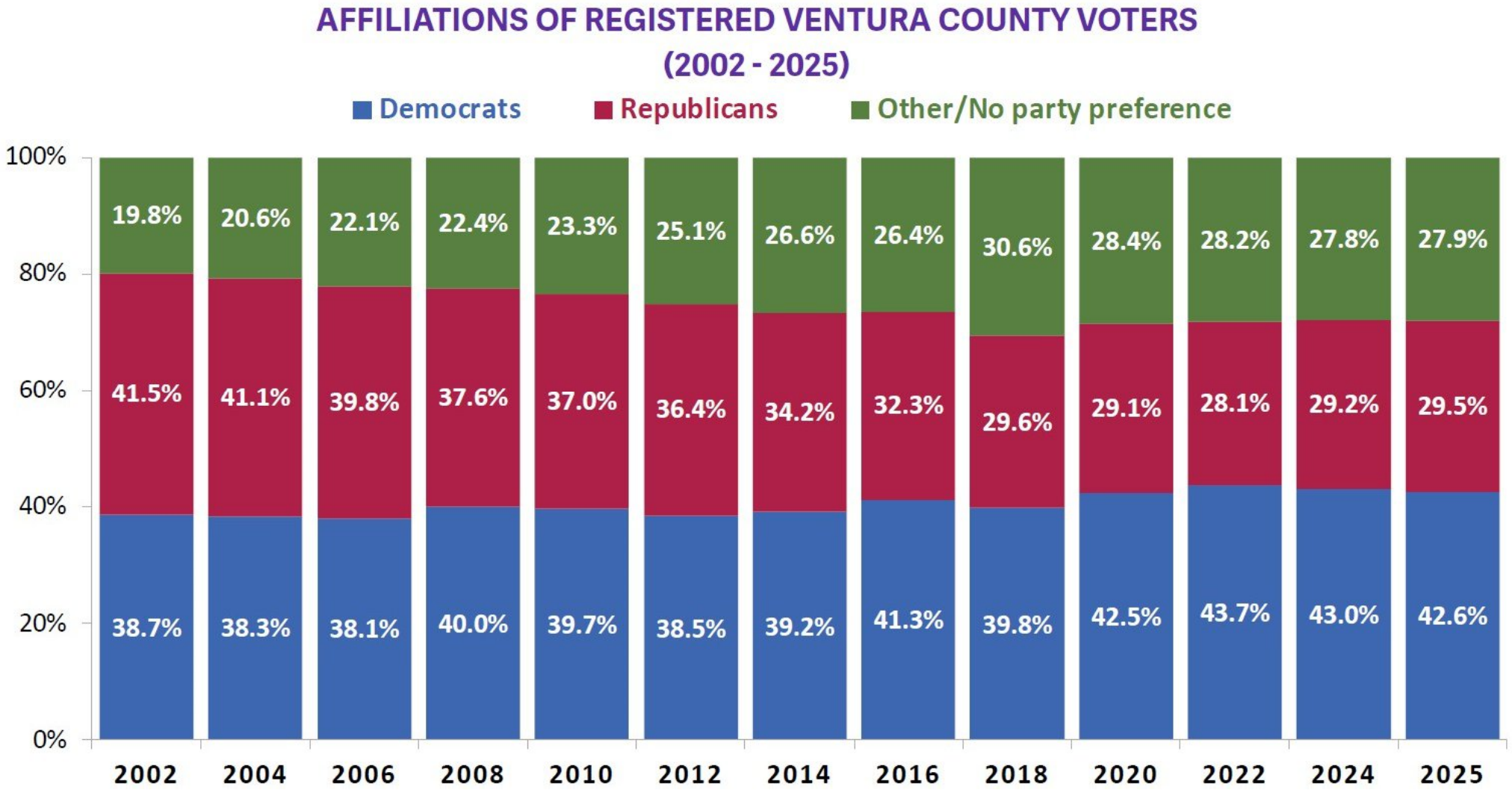
CROP VALUE - PAGE 10



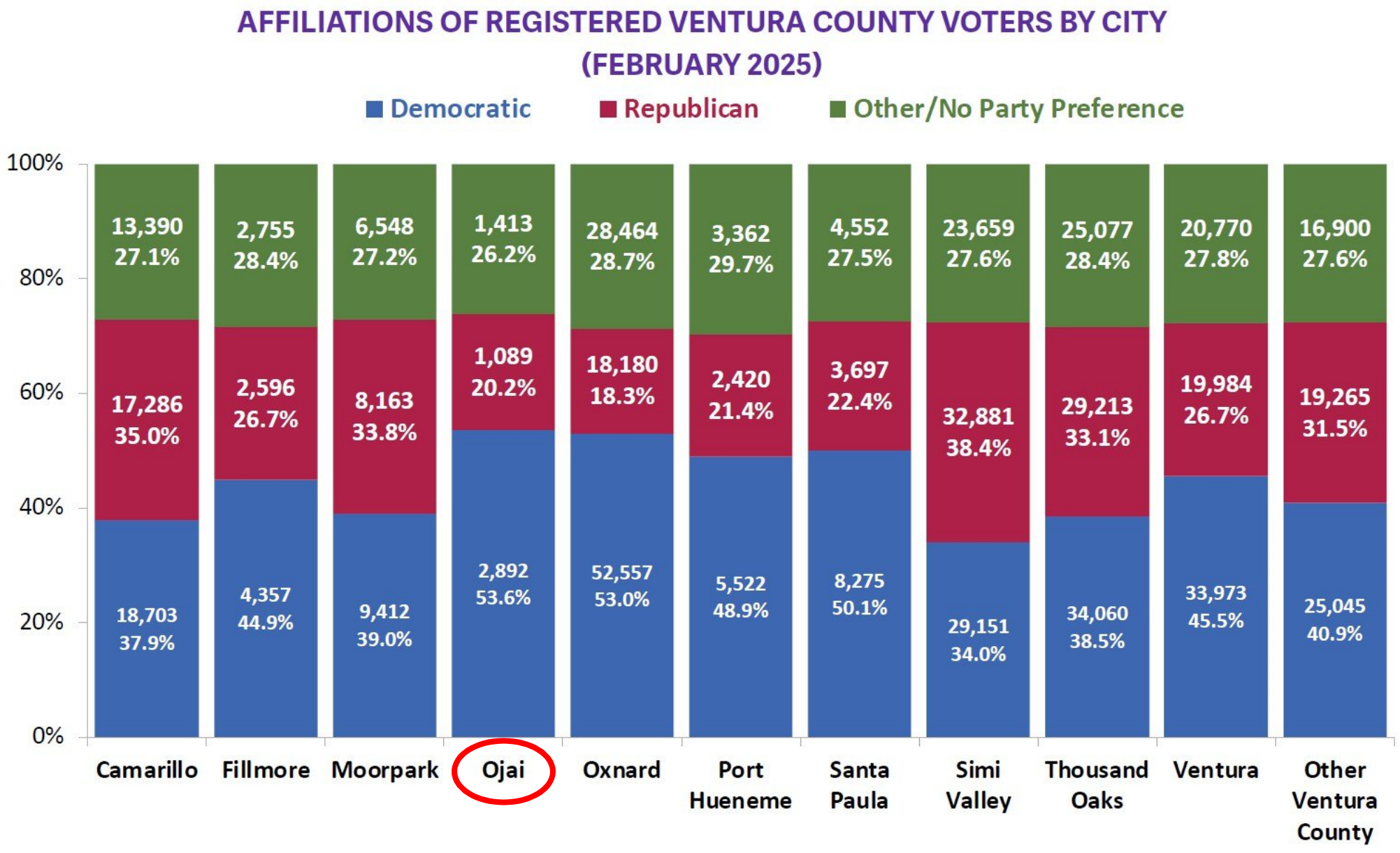
Community Engagement



POLITICAL PARTY AFFILIATION – PAGE 21



POLITICAL PARTY AFFILIATION – PAGE 21



NONPROFIT EMPLOYMENT– PAGE 29

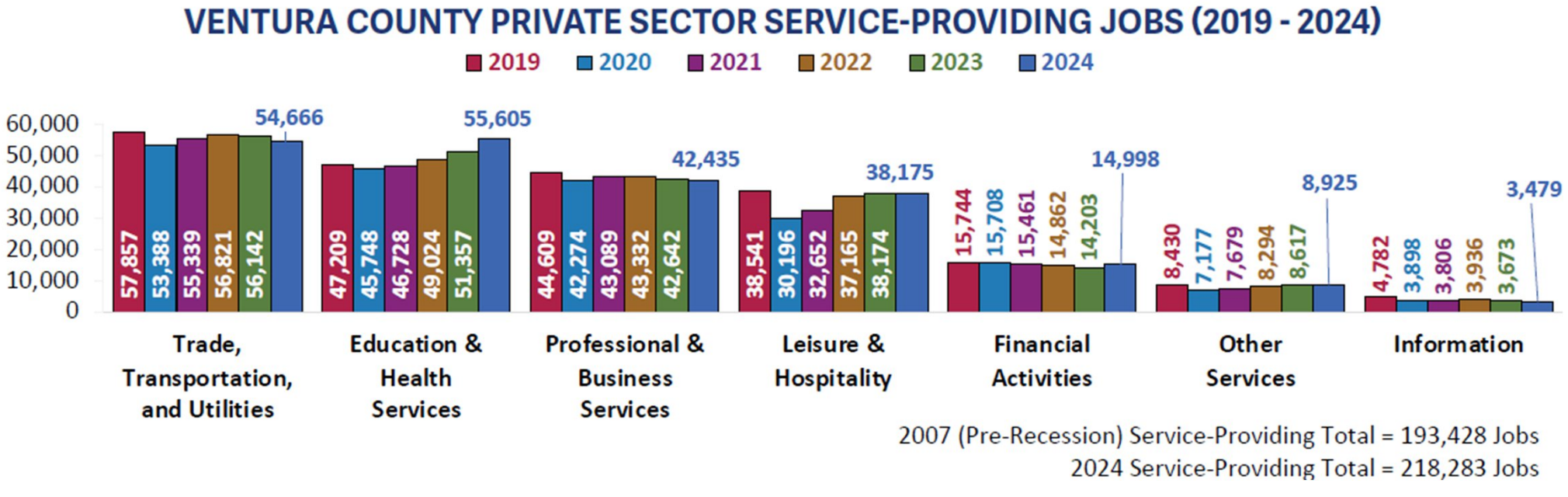
COMPARISON OF VENTURA COUNTY NONPROFIT EMPLOYMENT AND TOTAL EMPLOYMENT (2022 - 2024)

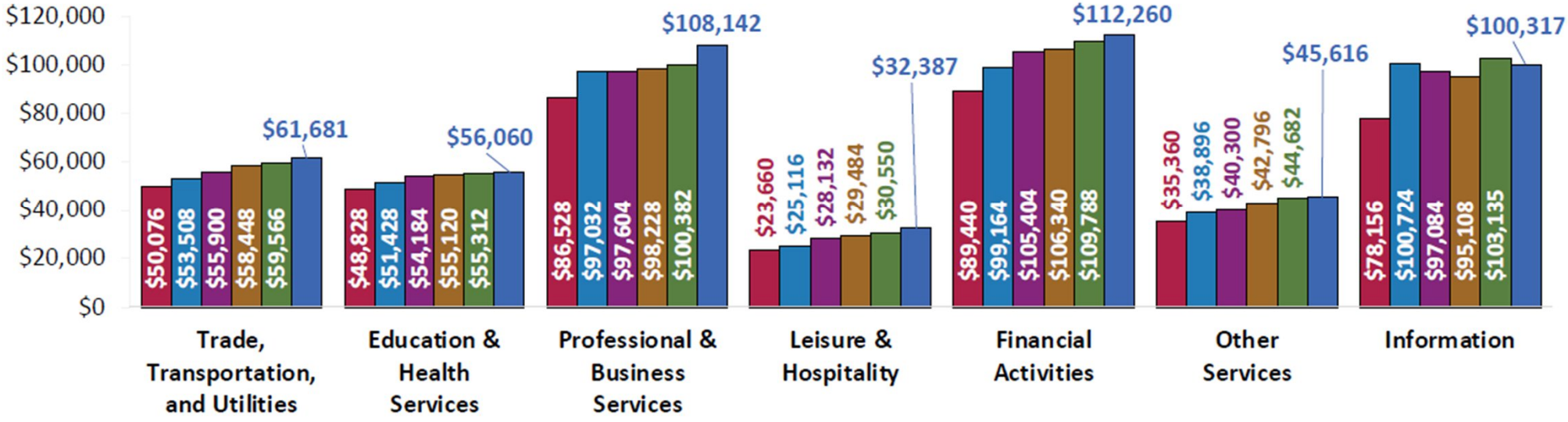
Nonprofits (Excludes Hospitals)	2022	2023	2024
Average Total Employment	10,151	10,815	10,999
Total Annual Wages	$473,022,699	$514,572,319	$547,789,889
Average Annual Wages	$46,599	$47,580	$49,804
All Employers Including Government	**2022**	**2023**	**2024**
Average Total Employment	328,204	330,058	336,075
Total Annual Wages	$21,682,134,970	$22,364,862,161	$23,687,590,894
Average Annual Wages	$66,063	$67,760	$70,483

Economy



SERVICE-PROVIDING JOBS – PAGE 35





GROSS COUNTY PRODUCT – PAGE 36

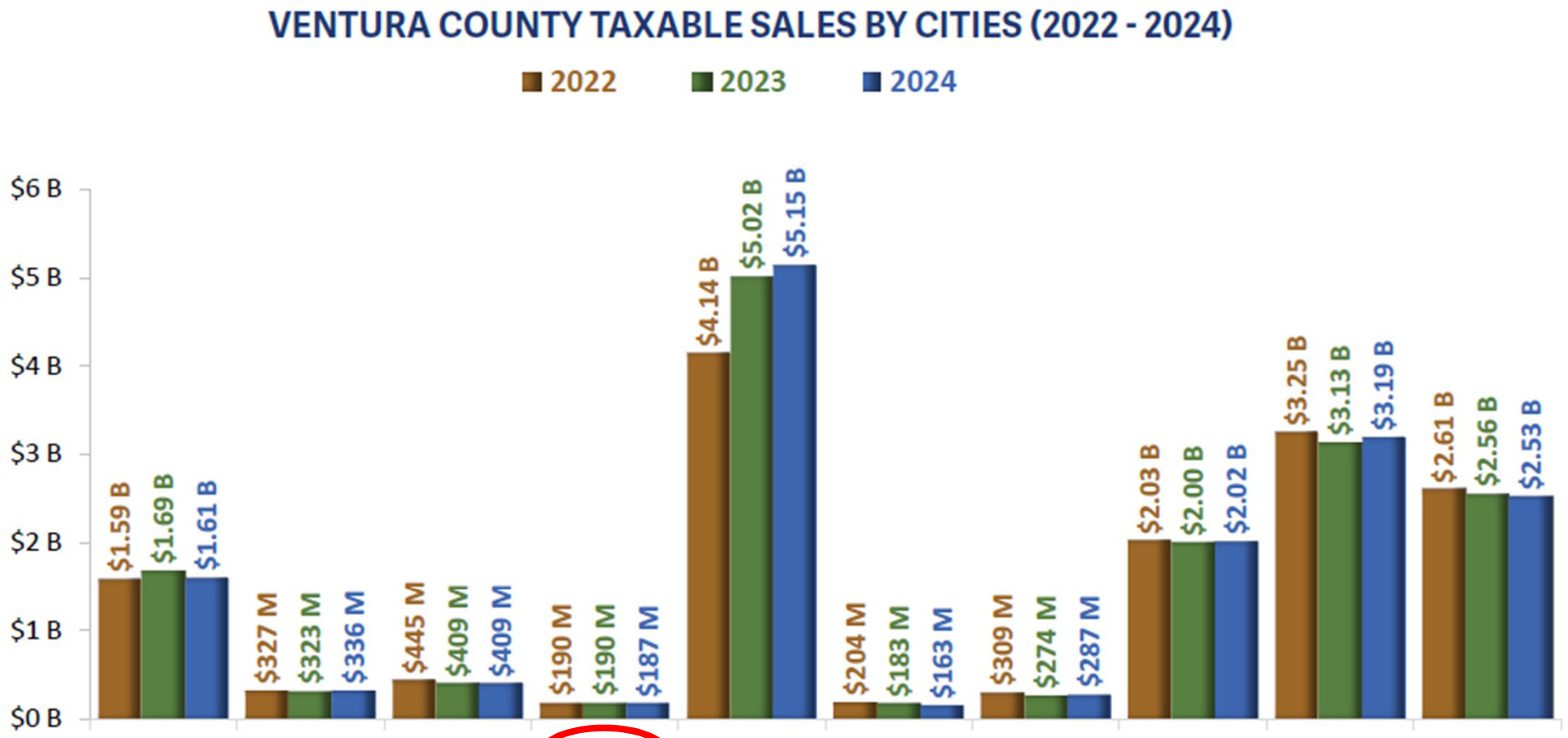
VENTURA COUNTY ECONOMIC GROWTH IN INFLATION-ADJUSTED (REAL) 2023 DOLLARS (2003 - 2023)

In Billions of Dollars



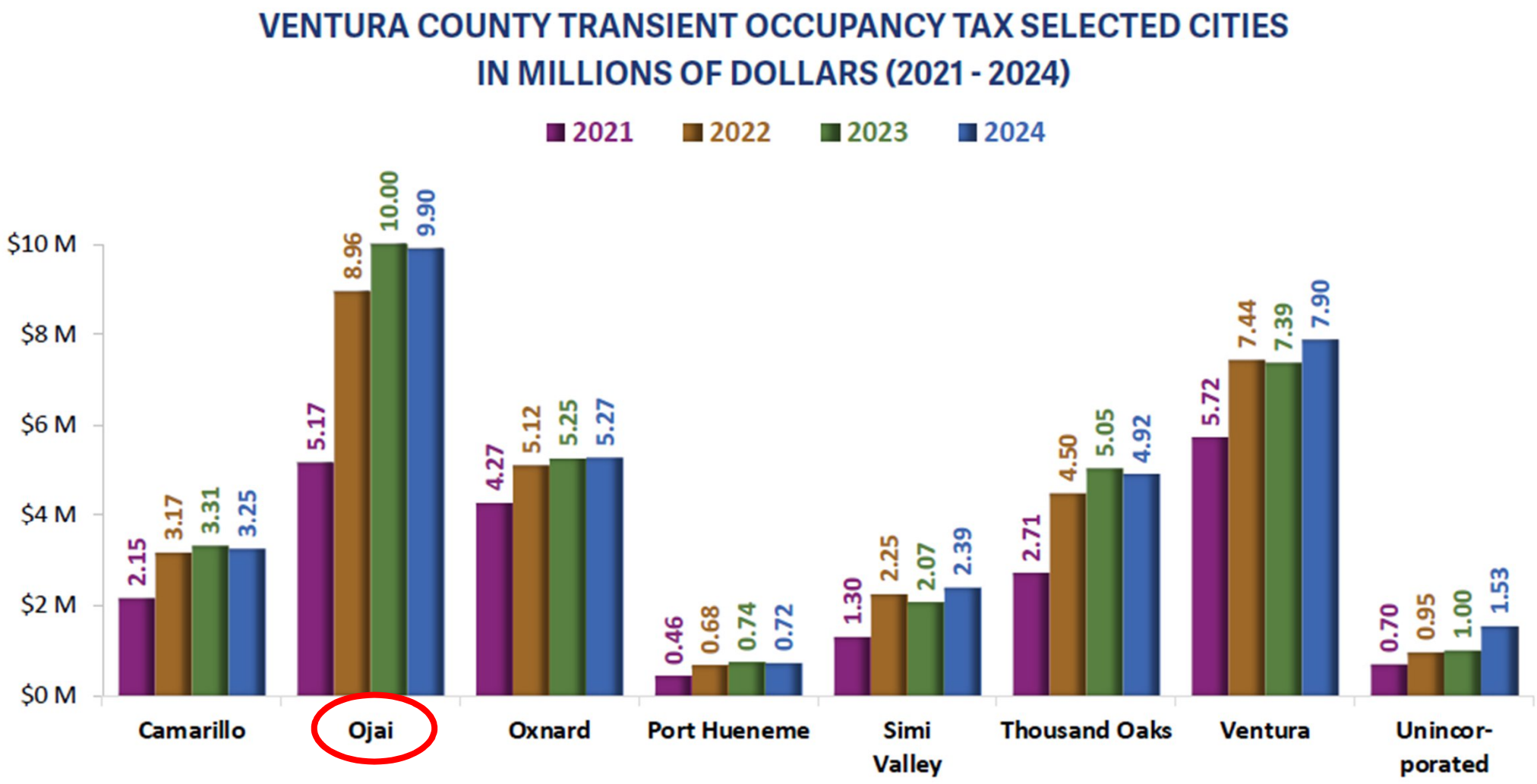
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
Increase:	6.4%	9.5%	5.0%	10.9%	8.1%	-8.4%	-0.5%	-0.6%	-5.5%	-1.6%	1.2%	-0.6%	0.6%	-0.4%	0.0%	1.2%	1.9%	-0.9%	3.9%	0.1%	0.7%

TAXABLE SALES – PAGE 39



Sales per capita 2024:	Camarillo	Fillmore	Moorpark	Ojai	Oxnard	Port Hueneme	Santa Paula	Simi Valley	Thousand Oaks	Ventura
	$23,153	$19,656	$11,673	$24,759	$25,959	$7,833	$9,106	$16,151	$25,896	$23,343

TOURISM – PAGE 41



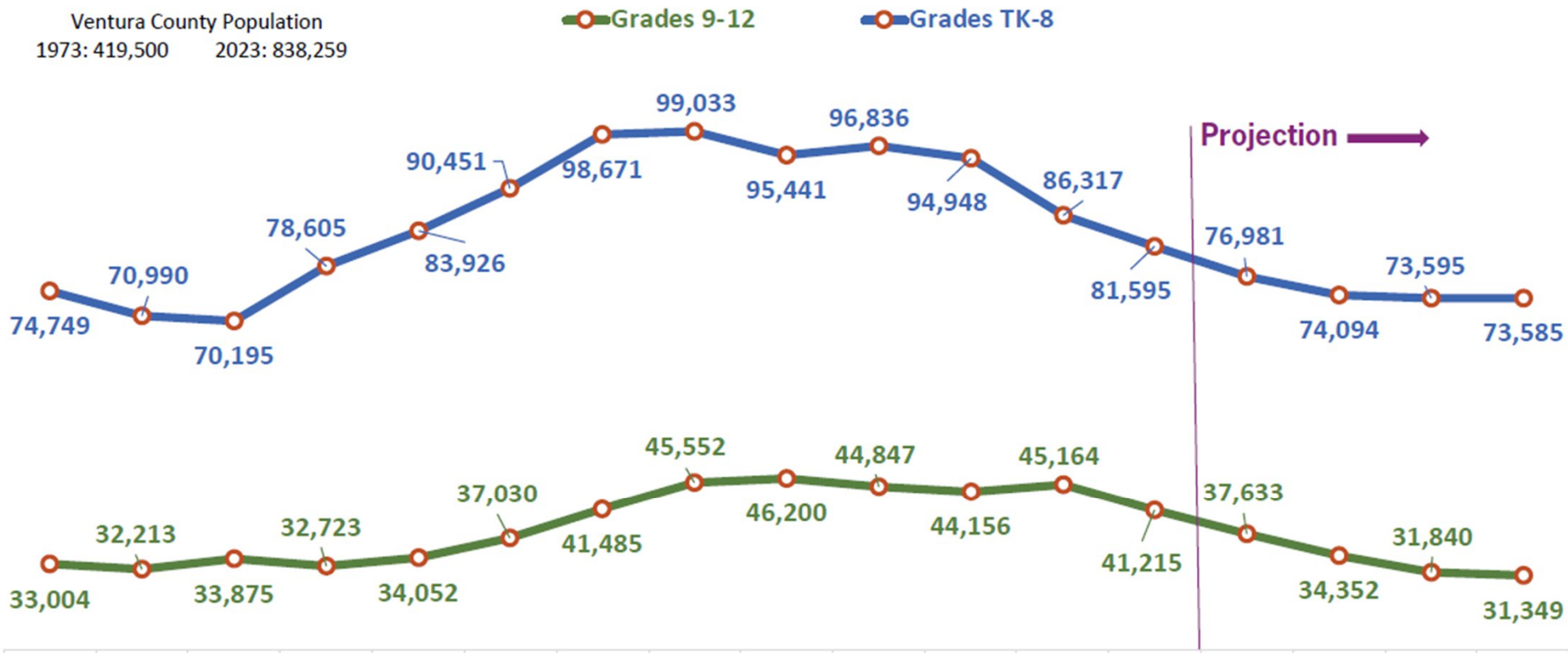
Education





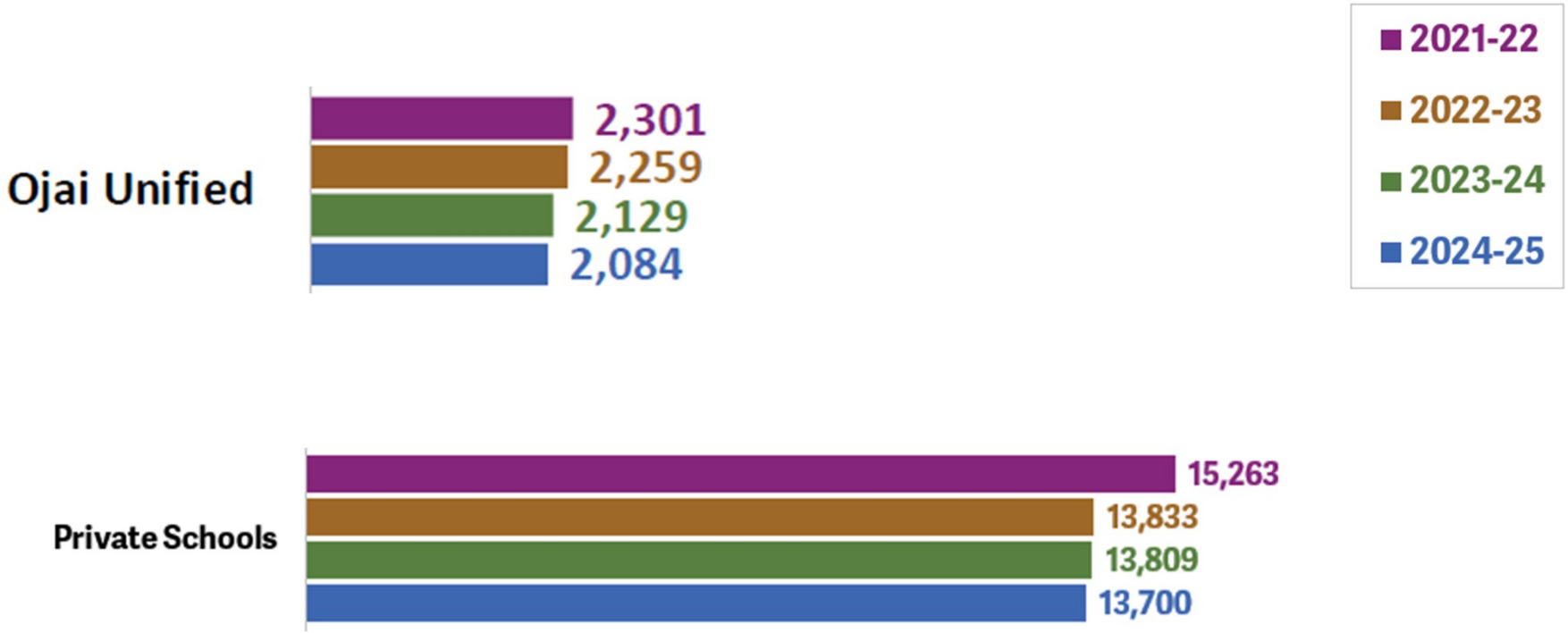
PUBLIC SCHOOL ENROLLMENT – PAGE 46

VENTURA COUNTY PUBLIC SCHOOL ENROLLMENT (EVERY FOUR YEARS 1976 - 2040)



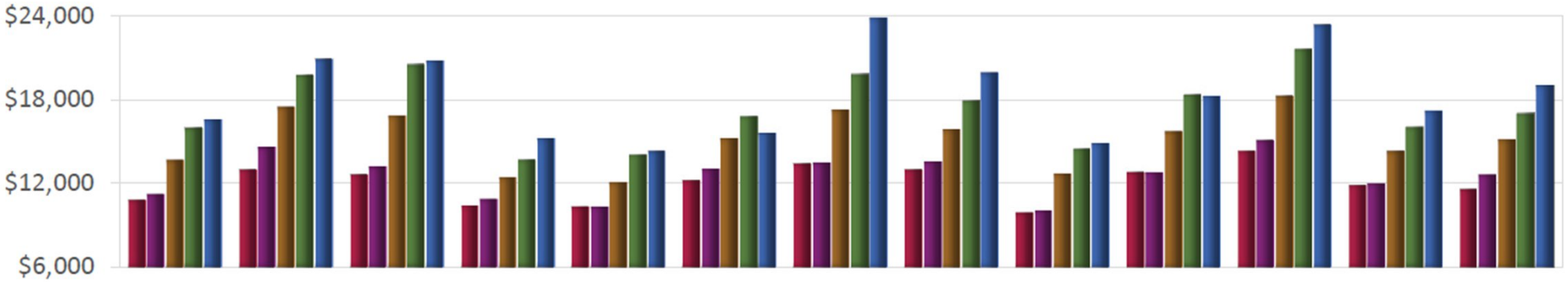
	1976/1977	1980/1981	1984/1985	1988/1989	1992/1993	1996/1997	2000/2001	2004/2005	2008/2009	2012/2013	2016/2017	2020/2021	2024/2025	2028/2029	2032/2033	2036/2037	2040/2041
Grand Total	107,753	103,203	104,070	111,328	117,978	127,481	140,156	144,585	141,641	141,683	139,104	131,481	122,810	114,614	108,446	105,435	104,934

PUBLIC SCHOOL ENROLLMENT – PAGE 47



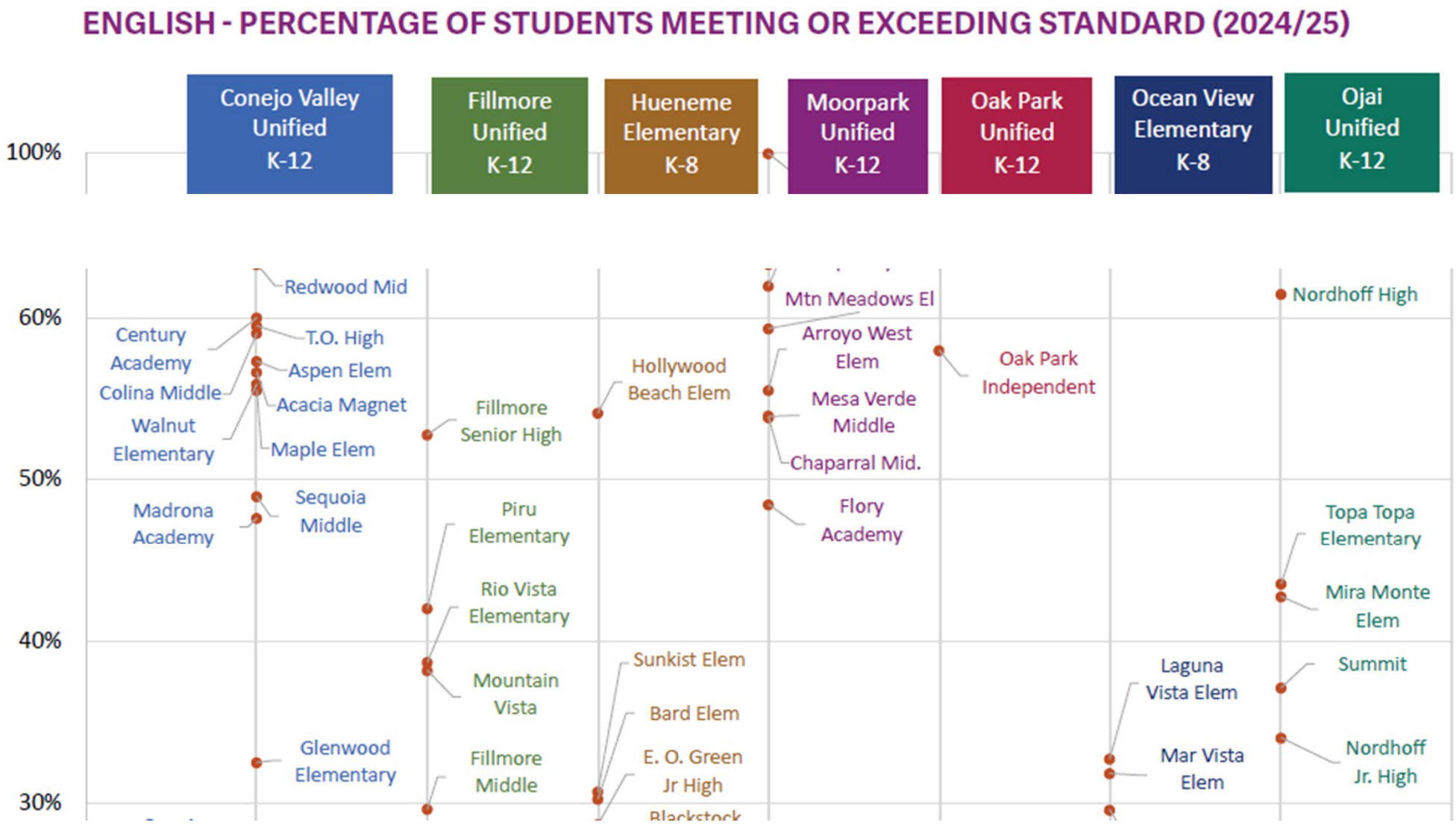
PER-PUPIL SPENDING – PAGE 48

ANNUAL PER-PUPIL SPENDING IN LARGEST DISTRICTS (2019/20 - 2023/24)

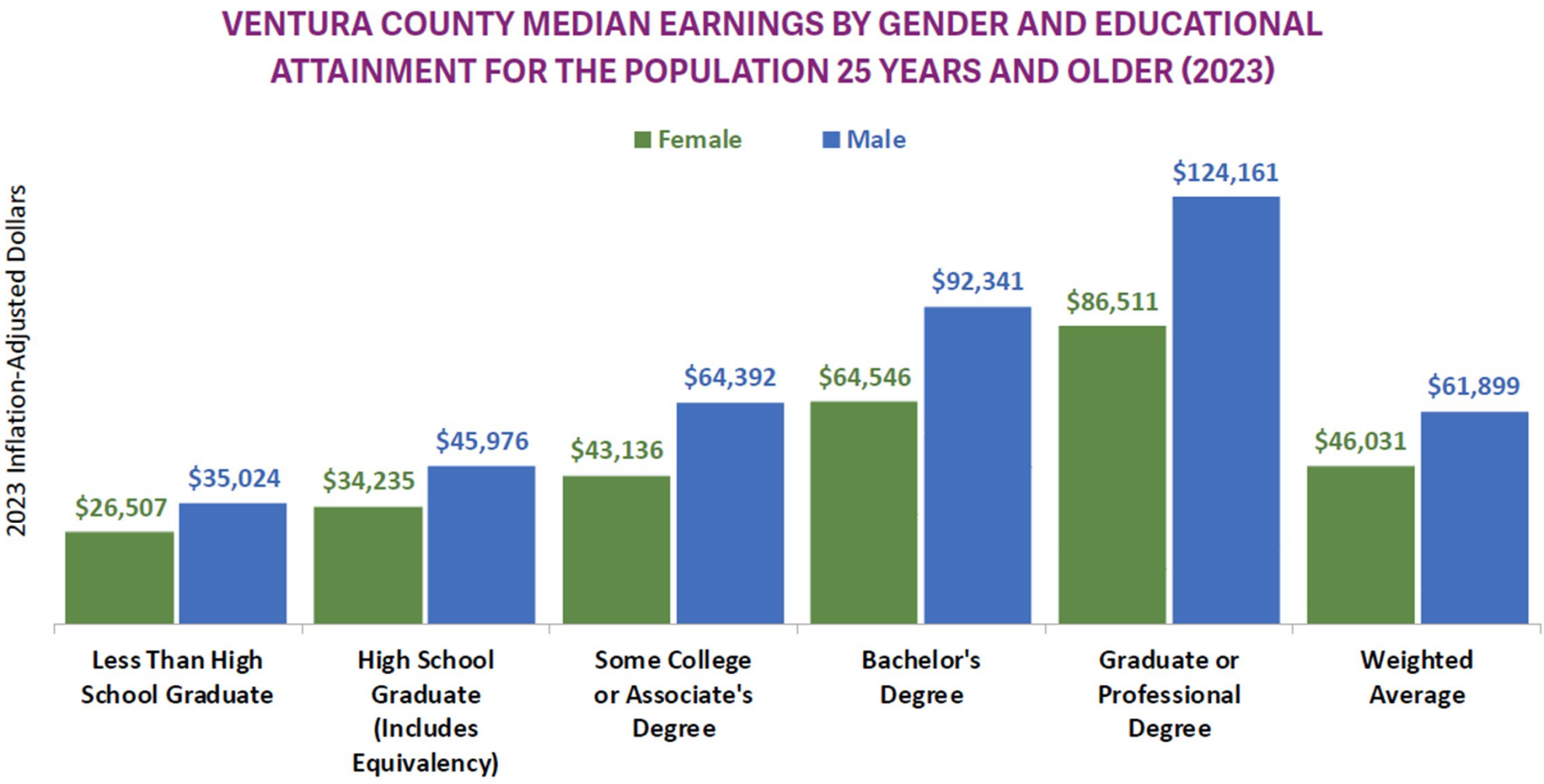


	Conejo Valley Unified	Fillmore Unified	Hueneme Elem.	Moorpark Unified	Oak Park Unified	Ojai Unified	Oxnard Elem.	Oxnard Union High	Pleasant Valley Elem.	Rio Elem.	Santa Paula Unified	Simi Valley Unified	Ventura Unified
2023/24	$16,647	$20,970	$20,825	$15,258	$14,294	$15,615	$23,874	$19,960	$14,861	$18,270	$23,412	$17,225	$19,098

TEST SCORES – PAGES 52 to 55



EDUCATIONAL ATTAINMENT – PAGE 59

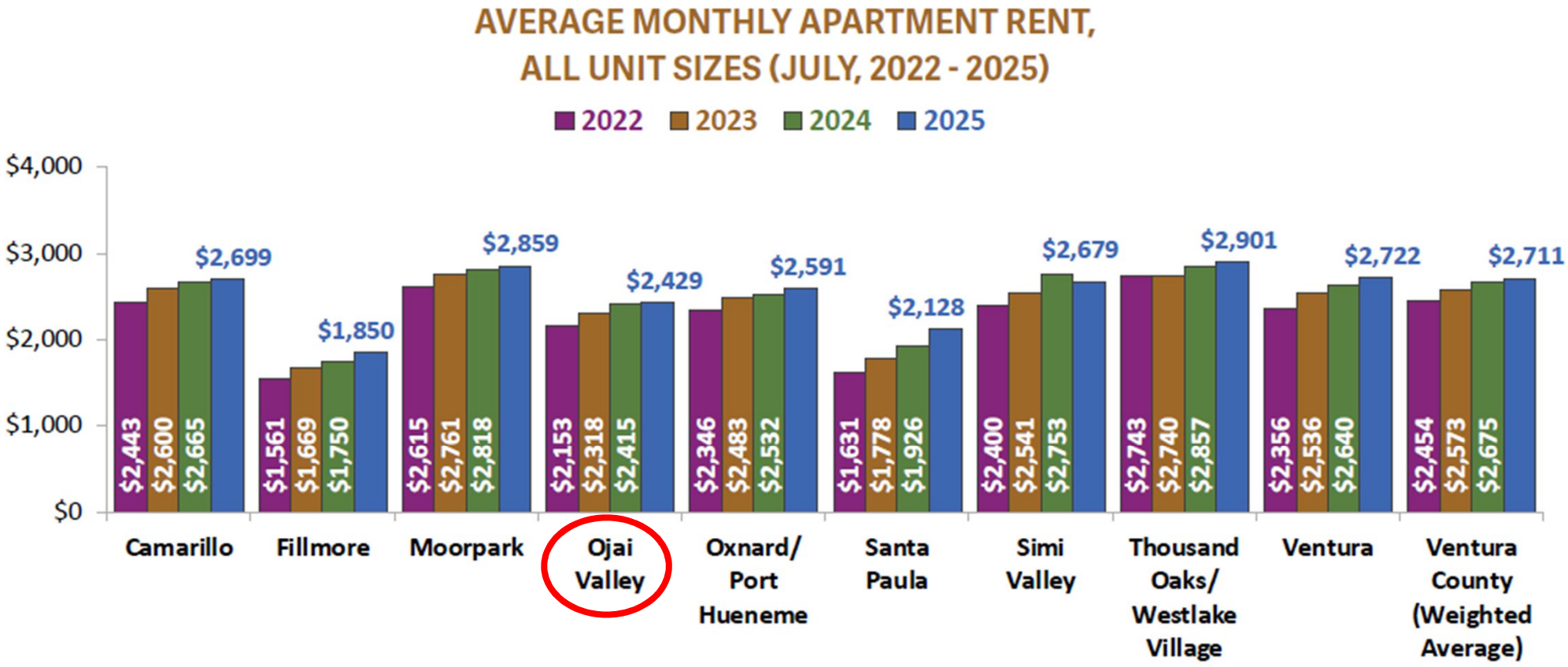


Land Use and Housing



- Housing starts 1,648 – highest since 2017
- Home ownership in Ojai at 65%
- Median home price in June 2025 was $1.2M (2024 = $2.3M)

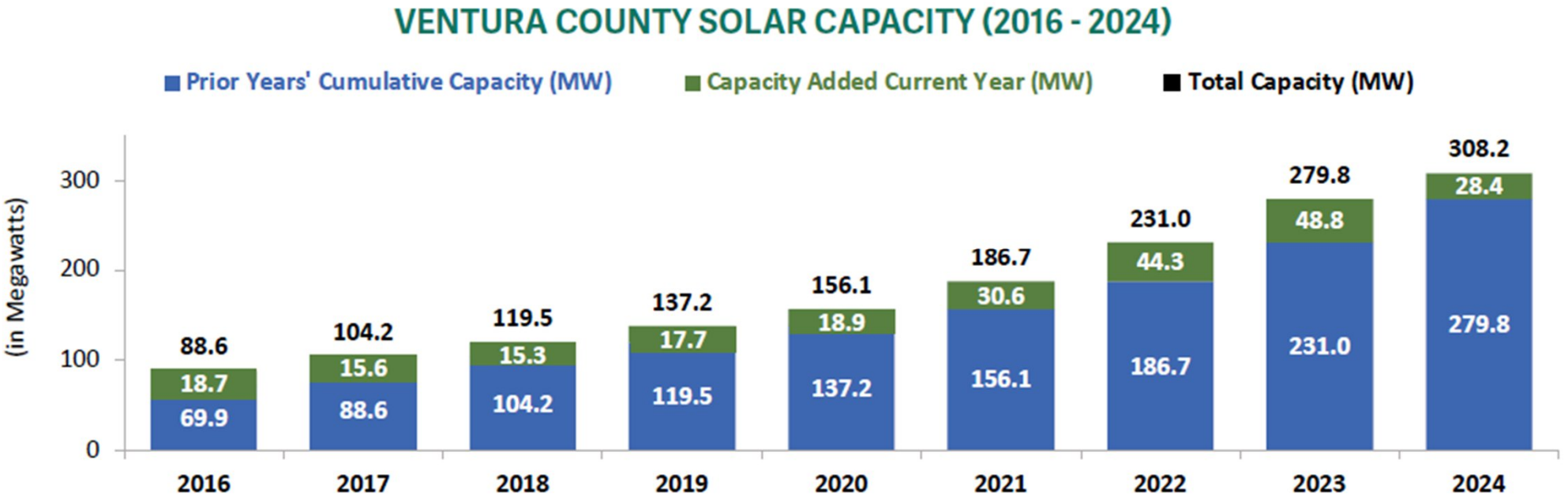
APARTMENT RENTS - PAGE 67



Natural Resources



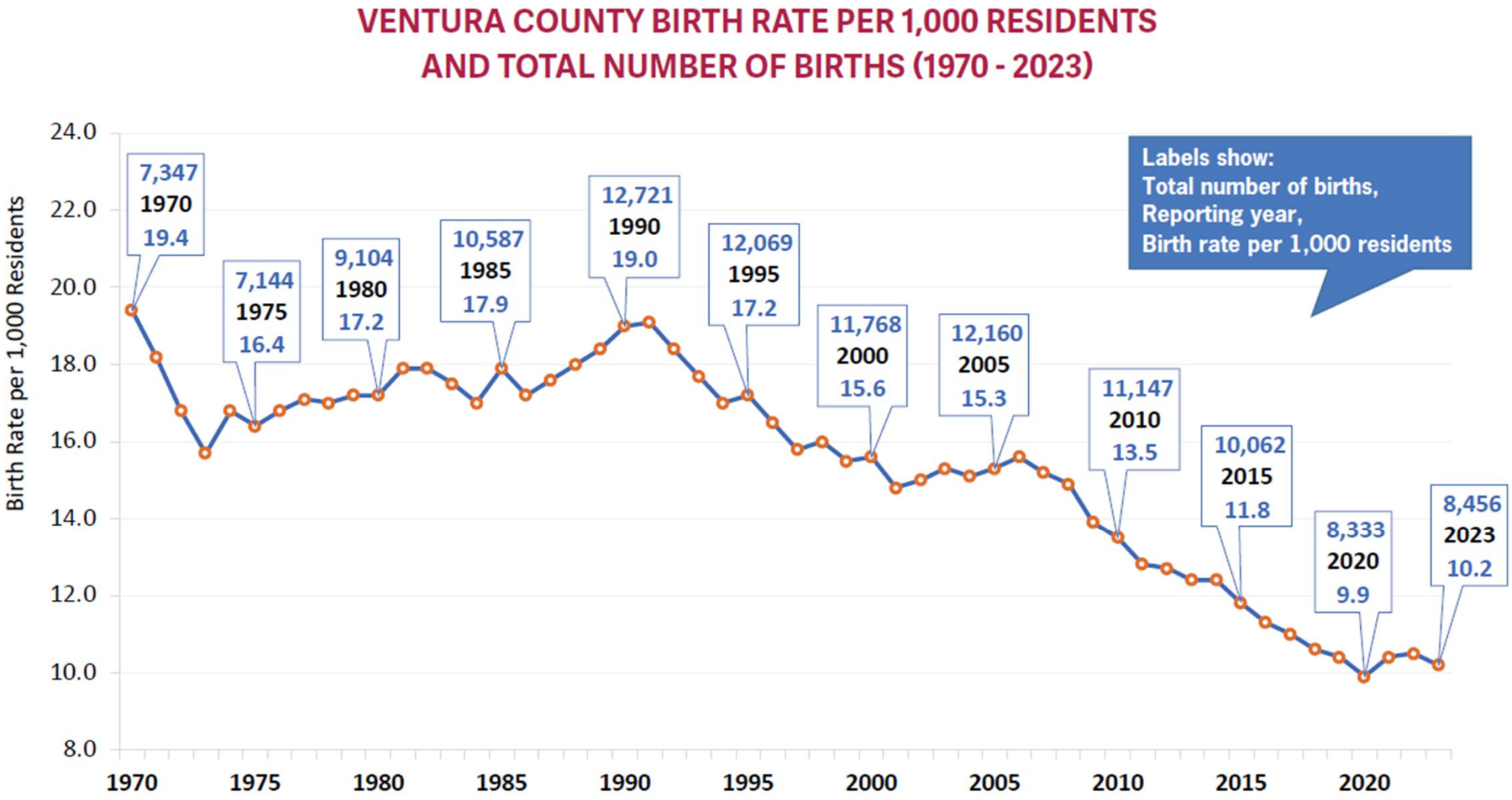
SOLAR CAPACITY - PAGE 71



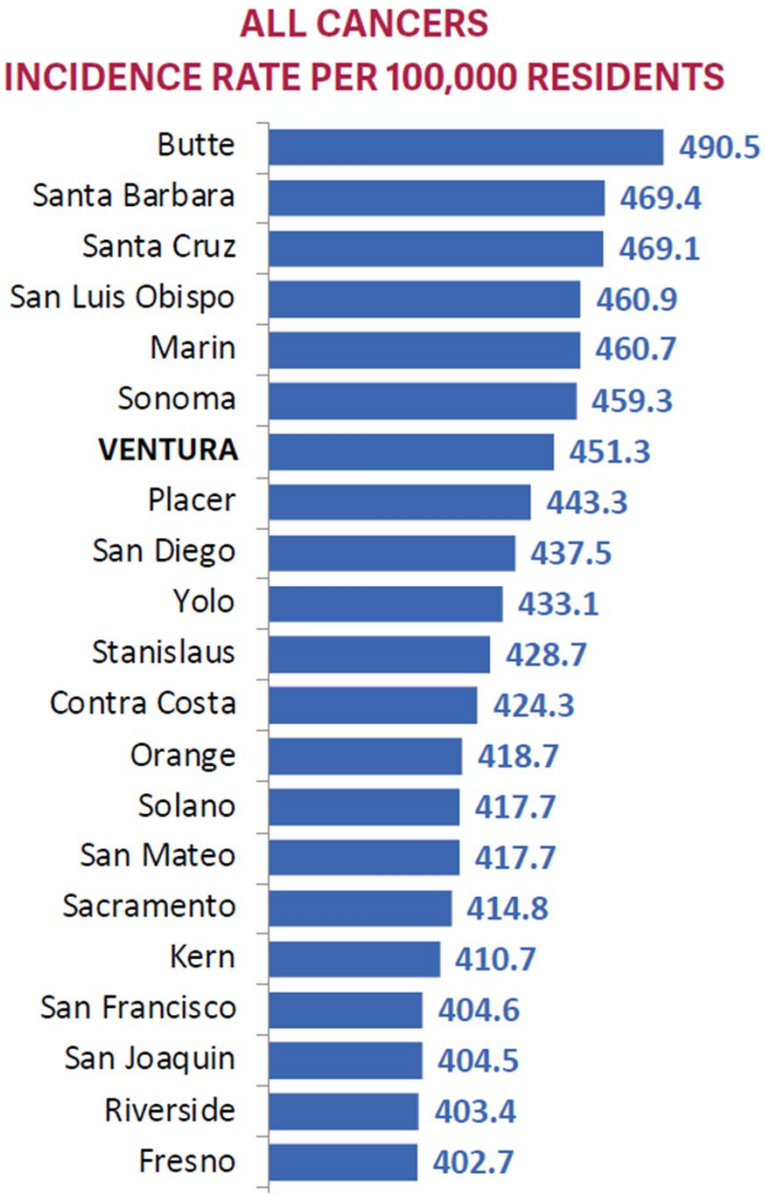
Public Health



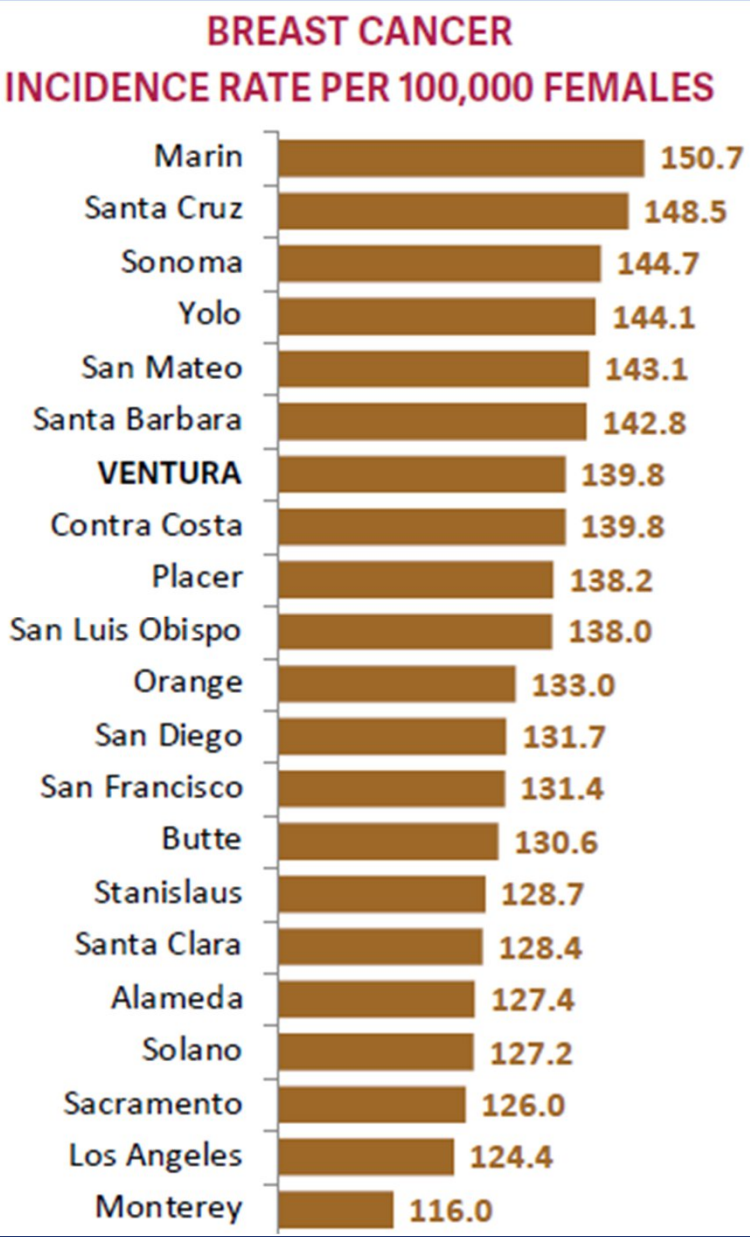
BIRTH RATE - PAGE 83



CANCER RATES - PAGE 86



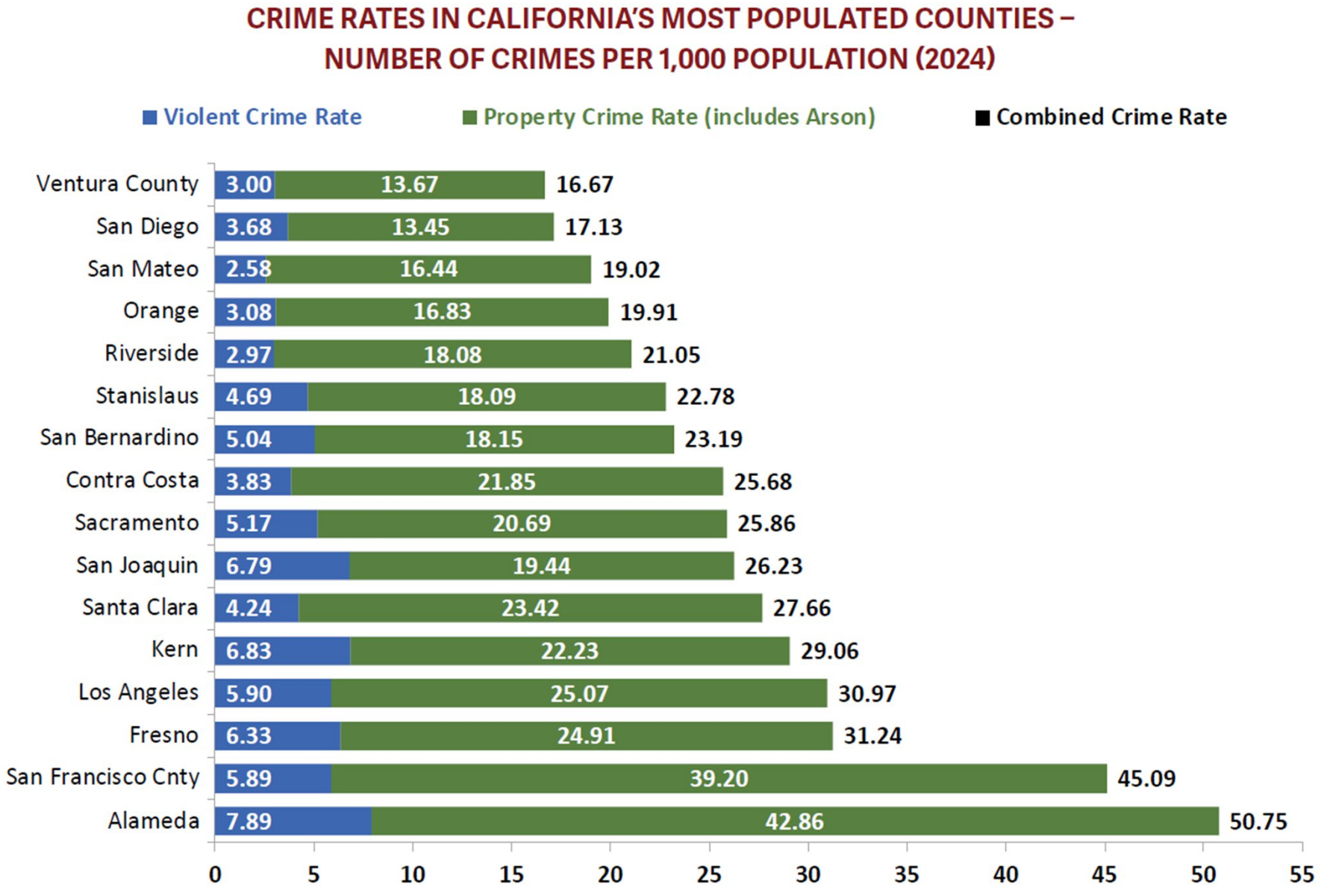
CANCER RATES - PAGE 87



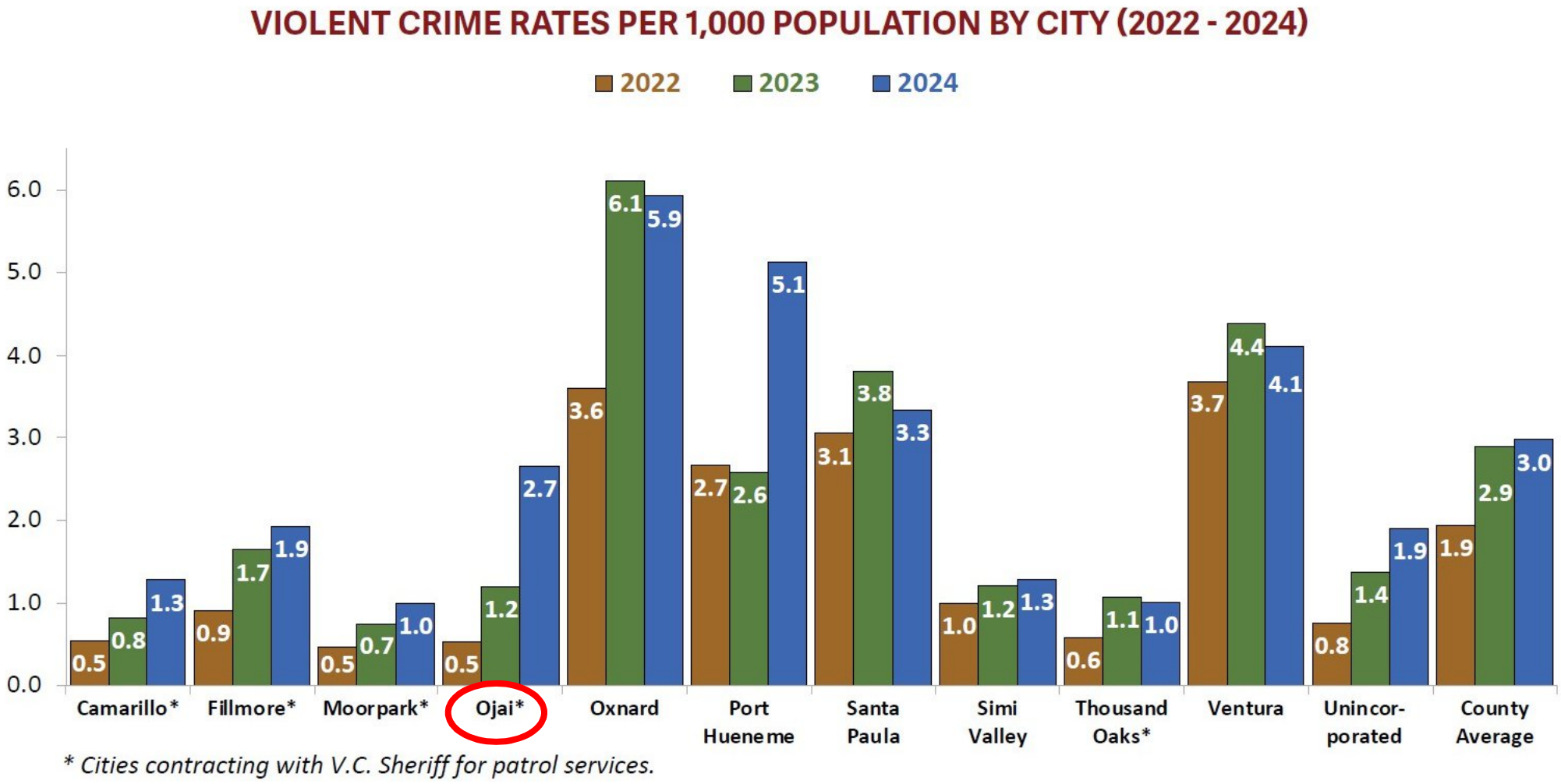
Public Safety



LARGE COUNTY CRIME RATES – PAGE 91



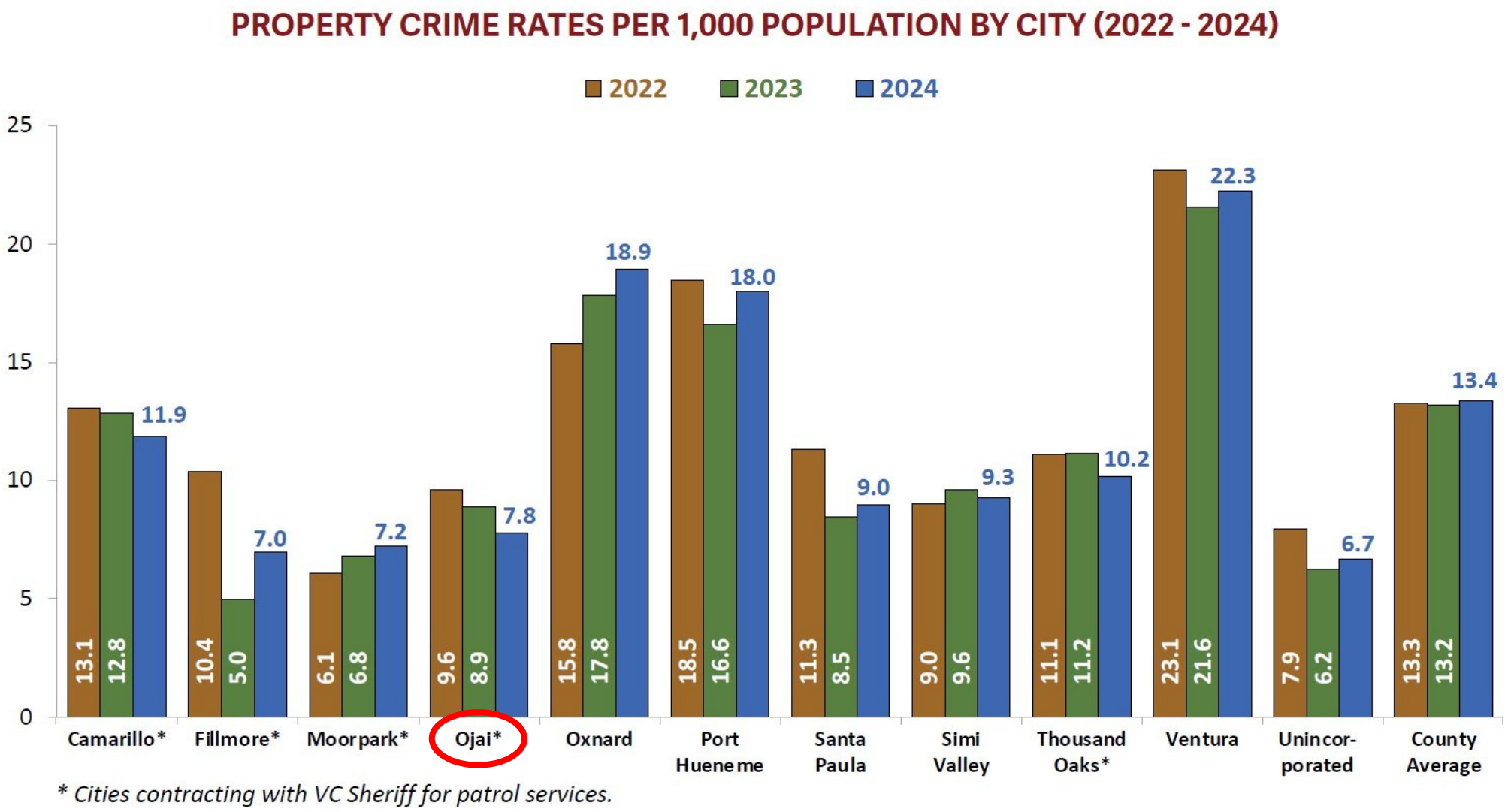
VIOLENT CRIME RATES – PAGE 93



** Cities contracting with V.C. Sheriff for patrol services.*

Jump mostly in aggravated assaults

PROPERTY CRIME RATES – PAGE 93

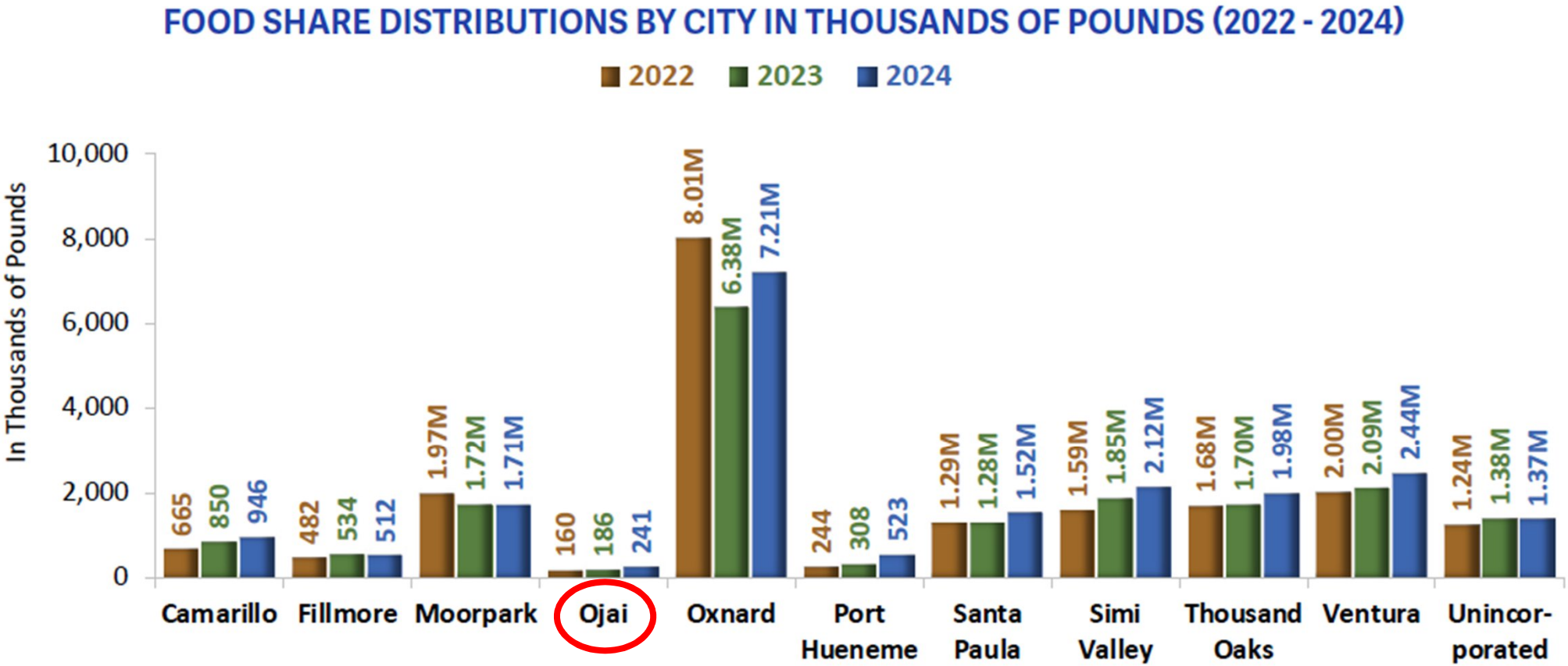


** Cities contracting with VC Sheriff for patrol services.*

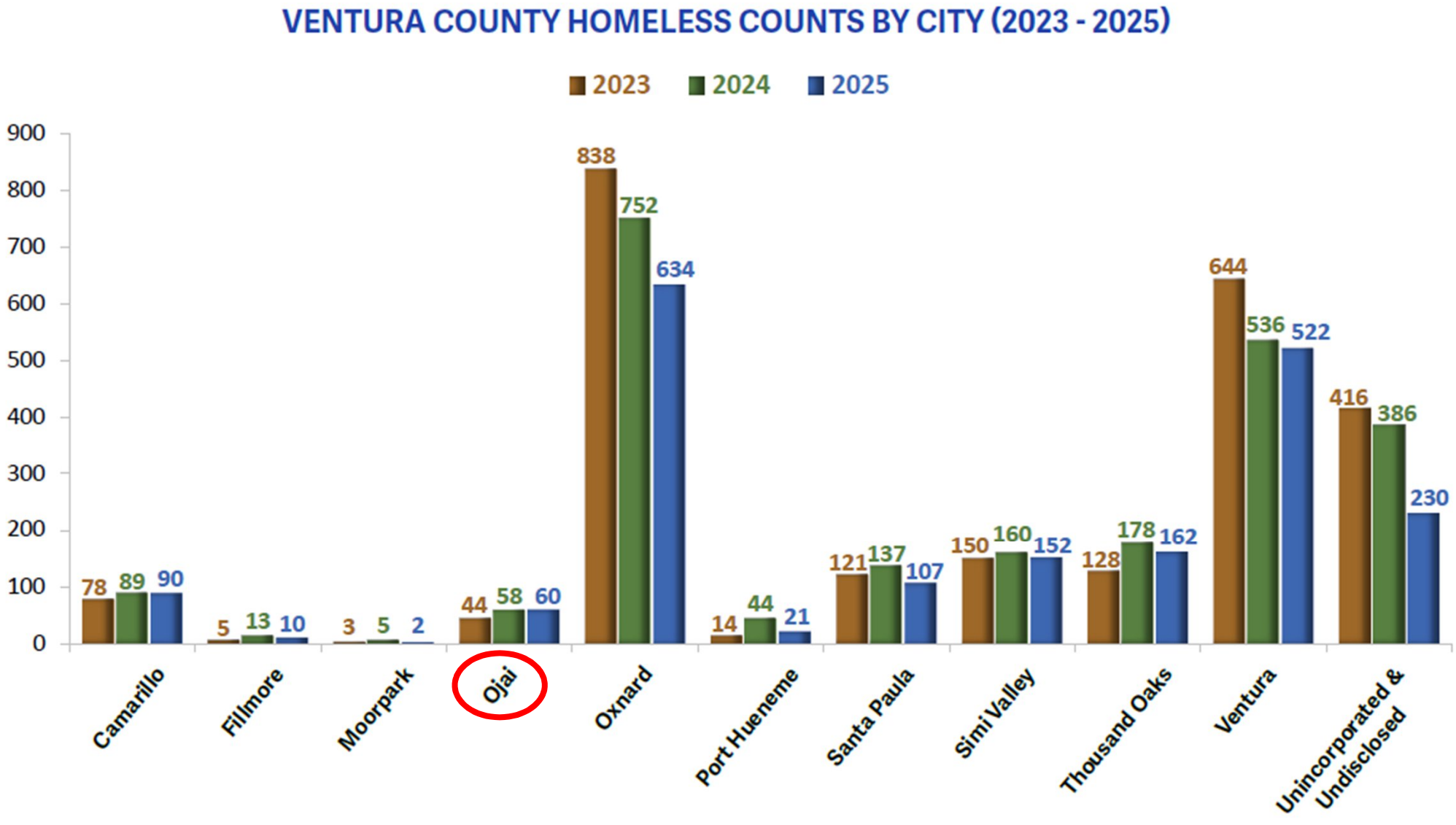
Social Services



FOOD AID – PAGE 99



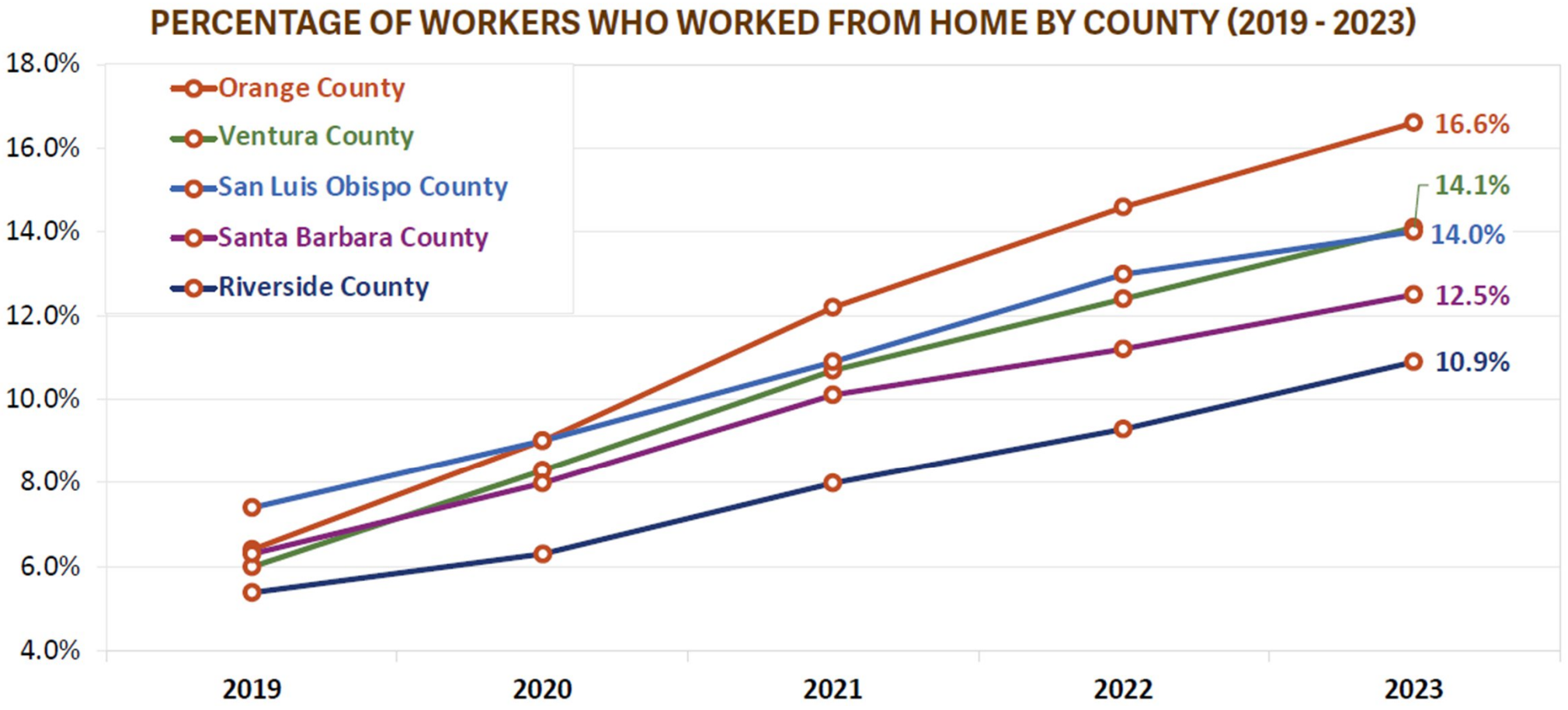
HOMELESS COUNTS BY CITY – PAGE 101



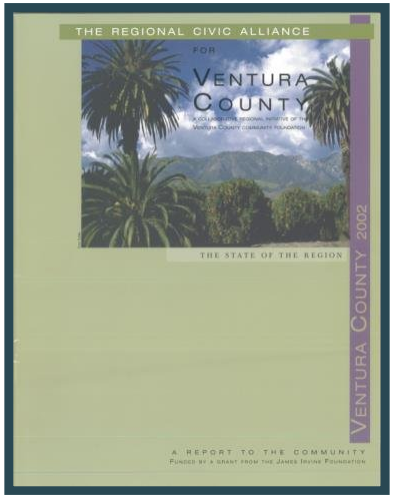
Transportation



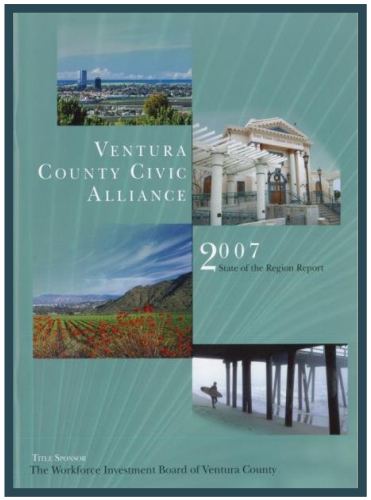
WORKING FROM HOME – PAGE 109



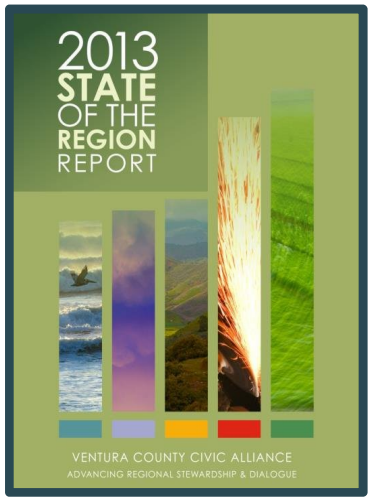
DELIVERING QUALITY RESEARCH SINCE 2002



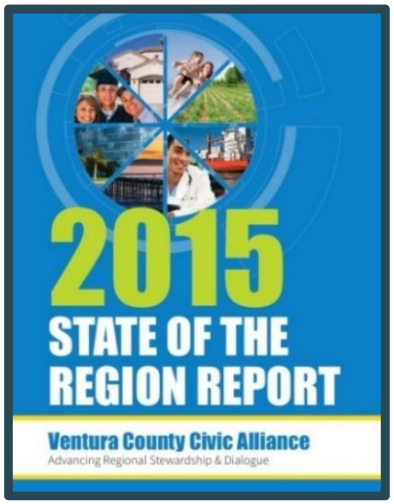
2002



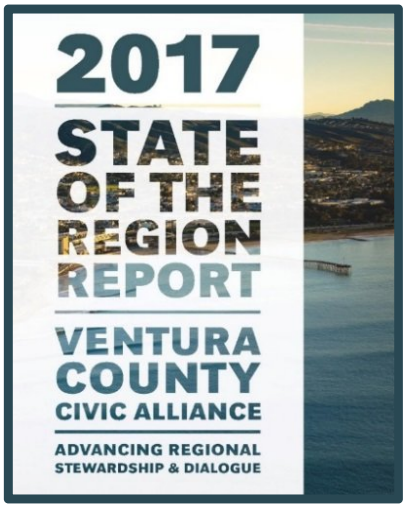
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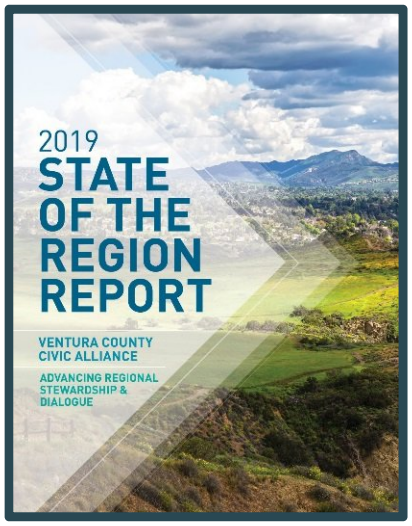
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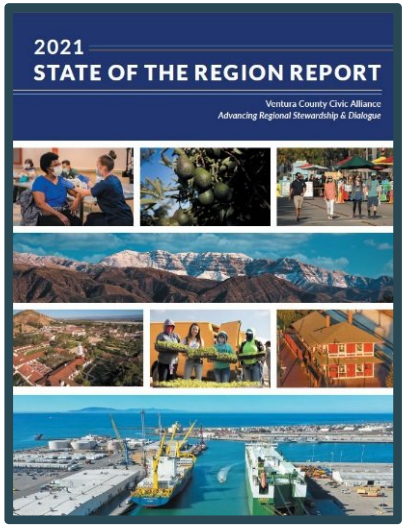
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2017



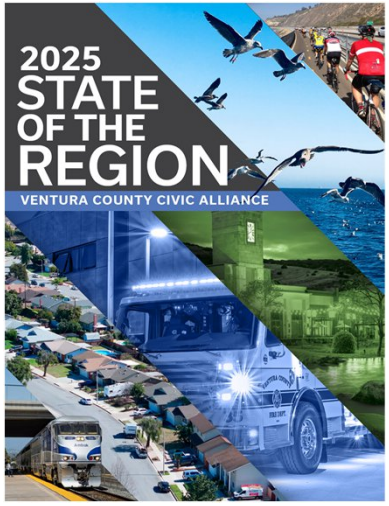
2019



2021



2023



2025

MINUTES

CITY COUNCIL SPECIAL MEETING

TUESDAY, SEPTEMBER 22, 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 5:01 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.

CLOSED SESSION

1. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Initiation of litigation pursuant to Government Code § 54956.9(d)(4) in one case.**

2. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to §§ 54956.9(d)(2) and (e)(1) in one case.**

CITY ATTORNEY'S REPORT OUT OF CLOSED SESSION

City Attorney Burgess reported out of Closed Session, stating that for Item 1 the City Council provided direction to the City Attorney's office to initiate litigation. The action and other details related to the litigation shall be disclosed upon inquiry once the litigation has commenced. City Attorney Burgess concluded by reporting that for Item 2, the City Council provided direction to staff and there was no reportable action on this item.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 6:00 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

MINUTES

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

Mayor Gilman called the meeting to order at 6:01 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

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve the agenda and to continue Items 10 and 16.

The motion carried unanimously.

COMMISSION REPORTS

Chair Coggan of the Public Safety Commission provided an oral report.

CITY MANAGER'S REPORT

City Attorney Burgess announced that the City and Council Member Rule had reached a settlement agreement in the pending litigation matter Rule v. Ojai. A joint statement from the entire City Council, including Council Member Rule and the other four Council Members, was to be released the following day via social media and a press release to local media.

City Manager Harvey provided an oral report.

PUBLIC COMMUNICATIONS

CONSENT CALENDAR

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

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

3. **City of Ojai Warrants for August 31 - September 13, 2026**
   RECOMMENDATION: Receive and file.

4. **Treasurer's Monthly Report of Cash and Investments for the City of Ojai as of August 31, 2026**
   RECOMMENDATION: Receive and file.

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.

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), Agreement No. 2026-95, 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.

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.

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.

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.

Mayor Pro Tem Mang pulled Item 3 for discussion.
Council Member Whitman pulled Item 6 for discussion.
Item 8 was pulled by default by discussion from the Council.

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to approve the consent calendar, except the pulled Items 3, 6, and 8.

The motion carried unanimously.

MOTION: It was moved by Mayor Gilman, second by Mayor Pro Tem Mang, to approve Consent Calendar Item 3.

The motion carried unanimously.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve Consent Calendar Item 6.

The motion carried unanimously.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve Consent Calendar Item 8, pending the City Attorney's analysis, with the provision that if the analysis warranted it, there would be a sponsor change or co-sponsor arrangement.

The motion carried 3-1-1. (Mayor Pro Tem Mang dissenting. Council Member Whitman abstaining.)

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.

Item 10 was continued to a future agenda.

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.

City Council provided direction to the City Manager and City Attorney regarding additional information to evaluate and bring back to the City Council at a future Council meeting.

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.

MOTION: It was moved by Council Member Lang, second by Mayor Gilman, to assess pricing and current funding to committee, explore options for a hybrid model (estimating City involvement potential), and directed the City Manager to work with committee and stakeholders, with Chief of Police involvement.

The motion carried unanimously.

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.

MOTION: It was moved by Mayor Gilman, second by Council Member Whitman, to direct staff to proceed with formal conversation with the County to obtain cost-of-maintenance data and other relevant information, and to return with findings.

The motion carried unanimously.

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.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve Recommendation #1, approving Agreement No. 2026-108 and Agreement No. 2026-109, and directing staff to analyze capacity of in-house staff for expanding active code enforcement, and to return with a future agenda item further evaluating Recommendation #2.

The motion carried unanimously.

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.

MOTION: It was moved by Mayor Gilman, second by Council Member Lang, to approve and direct the City Attorney work with the County on a threshold that streamlines administrative processes and return with options.

The motion carried unanimously.

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.

Item 16 was continued to a future agenda.

COUNCIL MEMBER'S REPORTS
Mayor Gilman provided a water adjudication update and reported Youth Council meetings and private use of Kent Hall.

FUTURE AGENDA ITEMS
Mayor Pro Tem Mang requested a Master Fee Schedule update on the Working Agenda.

ADJOURNMENT

Mayor Gilman adjourned the meeting at 9:35 p.m.

_____
Weston Montgomery, Chief Deputy City Clerk
Approved:

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **October 13, 2026**

SUBJECT: **City of Ojai Warrants for September 14, 2026 – October 02, 2026**

RECOMMENDATION
Receive and file.

DISCUSSION
Disbursement Warrant Check Numbers: 81305-81360
Payroll Warrant Check Numbers: 38436-38439
Number of Direct Deposits: 132

City of Ojai Disbursement Warrants for General Fund and Special Revenue Funds	$	1,270,398.34
Payroll – September 17, October 1, & October 2, 2026 *Includes Final Payout		251,777.87
Total	$	1,522,176.21

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
81305	**Action Solar** Refund for Permit Overpayment	09/21/2026	690.67
81306	**Aqua-Flo Supply** Supplies for Citywide Maintenance	09/21/2026	550.02
81307	**AT&T** August 2026 Telephone	09/21/2026	27.44
81308	**Scott Avila** Employee Reimbursement	09/21/2026	586.79
81309	**CA Dept of Justice** July 2026 Fingerprinting Fees	09/21/2026	96.00
81310	**Carol Munter** Refund for Permit Overpayment	09/21/2026	48.00
81311	**Casitas Municipal Water District** July 2026 Water	09/21/2026	11,864.57
81312	**CoStar Realty Information Inc** September 2026 CDD Software Program	09/21/2026	1,032.00
81313	**Debbie Parisi** Refund for Ojai Day Vendor Booth	09/21/2026	25.00
81314	**Emmanuel A Mendez** September 2026 Interior & Exterior Wash of Trolleys	09/21/2026	1,000.00
81315	**Fillmore Area Transit Corporation** August 2026 Trolley Driver Services	09/21/2026	3,276.00
81316	**Darrell Gooden** Recreation Class- Kung Fu	09/21/2026	416.00
81317	**Green Globe HVAC Inc** August 2026 HVAC Repair at City Hall	09/21/2026	2,676.10
81318	**Green Thumb Int'l** August 2026 Public Works Tool Replacements	09/21/2026	2,963.07
81319	**Greg Rents** August 2026 Public Works Equipment Rental & Supplies for Maintenance	09/21/2026	228.36
81320	**Historic Resources Group LLC** July 2026 Historic Resources Inventory Update	09/21/2026	16,276.17
81321	**Jordan Kear** August 2026 Ventura Watershed Litigation Support	09/21/2026	7,857.50
81322	**Mark Cranes Tree Inc** August 2026 Tree Pruning & Stump Removals	09/21/2026	13,175.00
81323	**Meiners Oaks Hardware** September 2026 Supplies for Citywide Maintenance	09/21/2026	16.91
81324	**MGT Impact Solutions, LLC** SB90 Claim Filing and Submission	09/21/2026	500.00
81325	**Andrew Nelson** Employee Reimbursement	09/21/2026	148.44

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
81326	**Ojai Auto Supply** September 2026 Supplies for PW Truck & Transit Maintenance	09/21/2026	779.66
81327	**Ojai Lumber Company Inc** July 2026 Supplies for Citywide Maintenance	09/21/2026	3,523.68
81328	**Ojai Valley News** August 2026 Legal Ad	09/21/2026	237.50
81329	**Pacific Petroleum California, Inc** May 2026 OPSHP Remedial Soil Excavation Project (reimbursable)	09/21/2026	123,146.00
81330	**Prudential Overall Supply** September 2026 Public Works Uniforms & Cleaning Supplies	09/21/2026	396.75
81331	**Puretec Industrial Water** September 2026 Industrial Water for Trolley	09/21/2026	435.57
81332	**Myron "Doojie" Seliger** July & August 2026 Libbey Bowl Event Support Services	09/21/2026	1,000.00
81333	**Sinclair Sanitary Supply, Inc.** September 2026 Cleaning Supplies for Citywide Maintenance	09/21/2026	1,051.68
81334	**So Cal Gas** August 2026 Gas	09/21/2026	110.81
81335	**Southern CA Edison** August 2026 Electricity	09/21/2026	33,396.18
81336	**Springbrook Holding Company, LLC** Cirrus Software Subscription	09/21/2026	3,148.27
81337	**Van Buren Equipment, Inc** September 2026 Supplies for General Maintenance	09/21/2026	263.81
81338	**Ventura County Sheriff's Dept** August 2026 Patrol & Traffic Services	09/21/2026	331,102.19
81339	**Ventura Signs & Screen Printing** September 2026 Transit City Apparel	09/21/2026	393.29
81340	**Verizon Wireless** July 2026 City Cell Phone	09/21/2026	72.72
81341	**Witherspoon Industries Inc** August 2026 City Unhoused Storage	09/21/2026	90.00
81342	**Susan Yuen** Recreation Class- Japanese Drum Workshop	09/21/2026	1,092.00
81343	**Agromin** Mulch & Compost for City Park	09/24/2026	707.85
81344	**Architectural Resolution Group, Inc.** August 2026 Professional Services for CDD	09/24/2026	1,170.00
81345	**Asbury Environmental Services** September 2026 Used Oil Disposal	09/24/2026	153.00
81346	**AT&T** August 2026 Telephone	09/24/2026	218.05
81347	**County of Ventura** August & September 2026 Soule Park Pickleball Court Rent	09/24/2026	1,060.90
81348	**County of Ventura Public Works Agency** July 2026 Hazardous Waste Program Event	09/24/2026	2,900.33

Check Register

Check Summary By Check Number

Check No	Vendor Name		Check Date	Check Amount
81349	**Delta Liquid Energy** August 2026 Trolley Fuel		09/24/2026	2,783.54
81350	**Emmanuel A Mendez** September 2026 Interior & Exterior Wash of Trolleys		09/24/2026	1,000.00
81351	**Mark Cranes Tree Inc** August 2026 Tree Pruning		09/24/2026	9,900.00
81352	**Colleen McDougal** Reimbursement for Purchases Related to Heritage Trail Project		09/24/2026	308.40
81353	**Ojai Auto Supply** August 2026 Supplies for Trolley Maintenance		09/24/2026	4,092.29
81354	**Ojai Valley News** September 2026 Display Ad		09/24/2026	975.00
81355	**Red Wing Shoe Store** August 2026 Boot Allowance for Public Works		09/24/2026	1,231.13
81356	**Sinclair Sanitary Supply, Inc.** September 2026 Cleaning Supplies for Citywide Maintenance		09/24/2026	69.99
81357	**Staples Business Advantage** Office Supplies for Public Works		09/24/2026	43.67
81358	**Tripepi Smith and Associates, Inc.** September 2026 Monthly Retainer for Communication & Social Media		09/24/2026	8,890.00
81359	**Ventura Signs & Screen Printing** September 2026 Food Waste Decal and City Logo Apparel		09/24/2026	2,781.03
81360	**Verizon Wireless** August 2026 City Cell Phones		09/24/2026	145.74
ACH	**Ameriflex: Admin Fee ACH** September 2026 Payroll Expense		09/14/2026	120.00
ACH	**Ready Refresh by Nestle** August 2026 Drinking Water for City Departments		09/14/2026	93.29
ACH	**U.S Bank National Association** August 2026 Miscellaneous Supplies		09/15/2026	16,694.04
ACH	**Christopher Reno** August 2026 Trolley Repairs		09/21/2026	10,475.00
ACH	**Charter Communications Holdings, LLC** September 2026 Internet & Enterprise TV for City Council Meetings		09/21/2026	844.00
ACH	**Willdan Engineering** July 2026 Services		09/21/2026	37,446.25
	Building & Safety Services	18,547.50		
	Project 1028.001 320 Bryant St Plan Check	6,377.50		
	Staff Augmentation Services	12,521.25		
ACH	**Liebert Cassidy Whitmore** May 2026 Base Salary Survey		09/21/2026	2,898.00
ACH	**Amazon.com/Sales, Inc** September 2026 Miscellaneous Supplies		09/21/2026	572.35
ACH	**ActiveNet ACH** Software Yearly Subscription		09/21/2026	14,700.00
ACH	**IRS ACH** September 2026 Payroll Expense		09/22/2026	46,836.92

Check Register

Check Summary By Check Number

Check No	Vendor Name	Check Date	Check Amount
ACH	**EDD ACH** September 2026 Payroll Expense	09/22/2026	7,862.99
ACH	**Mission Square 457 ACH** September 2026 Payroll Expense	09/22/2026	11,204.15
ACH	**CalPERS Retirement ACH** September 2026 Payroll Expense	09/22/2026	26,100.74
ACH	**Mission Square RHS ACH** October 2026 Retiree Health Savings	09/29/2026	22,374.00
ACH	**Shell ACH** August 2026 Vehicle Fuel	09/30/2026	39.88
ACH	**Chevron** August 2026 Vehicle & Equipment Fuel	09/30/2026	1,942.39
ACH	**J & H Engineering** 2025 Pavement Rehabilitation Project (ST-3006)	10/01/2026	468,069.27
			1,270,398.34
ACH	**Payroll** Pay Period 8/31/2026 - 9/13/2026	09/17/2026	127,004.38
ACH	**Payroll** Pay Period 9/14/2026 - 9/27/2026	10/01/2026	122,982.83
ACH	**Payroll** *Final Check	10/02/2026	1,790.66
	Wire & Paper Check Total		**251,777.87**
		Grand Total	**$ 1,522,176.21**

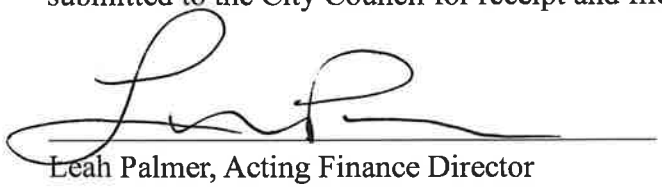
City of Ojai
Disbursement by Category

Category	Amount
Advertising	**1,212.50**
Ojai Valley News	1,212.50
Lease and Rentals	**1,379.26**
County of Ventura	1,060.90
Greg Rents	228.36
Witherspoon Industries Inc	90.00
Payroll and Benefits	**366,276.67**
Ameriflex: Admin Fee ACH	120.00
CalPERS Retirement ACH	26,100.74
EDD ACH	7,862.99
IRS ACH	46,836.92
Mission Square 457 ACH	11,204.15
Mission Square RHS ACH	22,374.00
Payroll	251,777.87
Professional Services/Contract Services	**1,043,714.66**
Agromin	707.85
Architectural Resolution Group, Inc.	1,170.00
Asbury Environmental Services	153.00
CA Dept of Justice	96.00
Christopher Reno	10,475.00
County of Ventura Public Works Agency	2,900.33
Emmanuel A Mendez	2,000.00
Fillmore Area Transit Corporation	3,276.00
Green Globe HVAC Inc	2,676.10
Historic Resources Group LLC	16,276.17
J & H Engineering	468,069.27
Jordan Kear	7,857.50
Liebert Cassidy Whitmore	2,898.00
Mark Cranes Tree Inc	23,075.00
MGT Impact Solutions, LLC	500.00
Myron "Doojie" Seliger	1,000.00
Pacific Petroleum California, Inc	123,146.00
Tripepi Smith and Associates, Inc.	8,890.00
Ventura County Sheriff's Dept	331,102.19
Willdan Engineering	37,446.25
Recreation Classes	**1,508.00**
Darrell Gooden	416.00
Susan Yuen	1,092.00
Subscriptions and Software	**18,880.27**
ActiveNet ACH	14,700.00
CoStar Realty Information Inc	1,032.00
Springbrook Holding Company, LLC	3,148.27
Supplies	**38,735.77**
Amazon.com/Sales, Inc	572.35
Aqua-Flo Supply	550.02
Delta Liquid Energy	2,783.54
Green Thumb Int'l	2,963.07
Meiners Oaks Hardware	16.91
Ojai Auto Supply	4,871.95
Ojai Lumber Company Inc	3,523.68
Prudential Overall Supply	396.75
Puretec Industrial Water	435.57

Ready Refresh by Nestle	93.29
Red Wing Shoe Store	1,231.13
Sinclair Sanitary Supply, Inc.	1,121.67
Staples Business Advantage	43.67
U.S Bank National Association 7908	16,694.04
Van Buren Equipment, Inc	263.81
Ventura Signs & Screen Printing	3,174.32
Utilities	**48,661.78**
AT&T	245.49
Casitas Municipal Water District	11,864.57
Charter Communications Holdings, LLC	844.00
Chevron	1,942.39
Shell ACH	39.88
So Cal Gas	110.81
Southern CA Edison	33,396.18
Verizon Wireless	218.46
Reimbursement and Refunds	**1,807.30**
Action Solar	690.67
Andrew Nelson	148.44
Carol Munter	48.00
Colleen McDougal	308.40
Debbie Parisi	25.00
Scott Avila	586.79
Grand Total	**1,522,176.21**

Warrant Register for the Meeting Date October 13, 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: **Weston Montgomery, Chief Deputy City Clerk**

MEETING DATE: **October 13, 2026**

SUBJECT: **Confirm Reappointment to Fill Term-Ending Vacancy on City Commission**

RECOMMENDATION

Confirm nomination of commission reappointment: Judy Murphy, Planning Commission (term ending May 2030).

DISCUSSION

The Municipal Code established for each of the City Council's advisory commissions places the month of May as the term-ending month for commission seats. City staff conducted a poll with a reappointment request form and commissioners filed applications for reappointment.

During this time, the City's Commissions and Vacancies webpage has noticed the upcoming vacancies due to term endings. The City's Local Appointments ("Maddy Act") List, which is mandated and updated throughout the year on the City website, outlines the commission seats and Council Member involved in each appointment.

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

At time of this report, one (1) nomination for reappointment exists for Council confirmation. All other term-ending reappointments have been confirmed on previous agendas this year.

1. **Judy Murphy – Planning Commission**
    - Council Member Whitman served in Nominating Committee.
    - Appointment to fill four-year term. Term ending May 2030.

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

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

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

FISCAL IMPACT

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

Prepared by: Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT(S)

A. Commissioner Reappointment Request Form – J. Murphy

Received City of Ojai

APR 17 2026

City Clerk

REQUEST FOR REAPPOINTMENT

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

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

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

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

Name: Jiedy Murphy Date: 4/17/26

[redacted]

reappointment.

[redacted]

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

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

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **October 13, 2026**

SUBJECT: **Donation Application/Acceptance Form (*City Council Direction*)**

RECOMMENDATION
Approve template for Donation Application/Acceptance Form.

DISCUSSION
In its December 2025, City Council meeting, the City Council first considered a proposed Commemorative Naming and Donations Policy to establish requirements related to the City's acceptance of donations and commemorative recognition for such donations. On September 15, 2026, the City Council approved a final version of such policy, but requested that staff return with a simple form that could be used as both an application and simple agreement for provision and acknowledgement of receipt of donations.

The attached form is intended for use for donations of money, goods, and/or services made to the City. It includes notice at the top of the form that the City reserves the right to reject any donation which is not in the City's best interest and also provides notice that the City may use unrestricted donations in the manner it deems fit. It also requires the donor to acknowledge that the donation is made voluntarily and that the City will not provide any valuation for tax purposes for non-cash donations.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 8 - Financial Stability

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

FISCAL IMPACT
Having a documented policy for naming of facilities and programs and accepting donations will help facilitate the City's efforts to obtain additional financial support for City projects and programs. The exact fiscal impact is unknown, but it is anticipated that any amounts received will offset the cost to the City of accepting such contributions. Having an application and donation form will not have a fiscal impact beyond the impact of the policy

more generally.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)

A. Donation Application/Acceptance Form

CITY OF OJAI, CALIFORNIA
DONATION APPLICATION/ACCEPTANCE FORM

This form is used to document donations of money, goods, and services offered to the City of Ojai. The City of Ojai reserves the right to reject any and all donations determined not to be in the City's best interests or which do not comply with the City's donations policy. For unrestricted donations, the City may use the donation in any manner it deems appropriate, in its sole and absolute discretion.

1. DONOR INFORMATION

Donor Name: _____	**Organization/Business:** _____
Address: _____	**City/State Zip:** _____
Phone: _____	**Email:** _____

2. DONATION

☐ **Monetary Donation Amount:$** _____ ☐ **Check** ☐ **Cash** ☐ **Other:** _____	**Check No.:** _____
☐ **Goods or Services; Description (attach additional sheets if necessary:** _____ _____ _____	**Condition (if applicable):** _____ _____ _____

Ongoing maintenance requirements or replacement cost:_____
_____

3. PURPOSE OF DONATION

General Purpose/Intended Use: _____
_____

4. RESTRICTED DONATION

Is the donation restricted? ☐ **No (Unrestricted)** ☐ **Yes (Restricted for a specific purpose)**

If restricted, specify the purpose and/or intended use of the donation:
_____
_____

Requested Department/Program/Project: _____

5. DONOR ACKNOWLEDGMENT

By signing below, the donor confirms that this donation is voluntarily offered to the City of Ojai and that the donor has authority to make the donation. Any restriction subject to applicable law, City policy, and the City's authority to accept the donation. For donations of goods or services, the City does not determine the donor's tax-deductible amount or provide tax advice.

Donor Signature: _____	**Printed Name:** _____
Title (if applicable): _____	**Date:** _____

6. FOR CITY USE ONLY

Receiving Department: _____	**Staff Contact:** _____
Donation Status: ☐ **Accepted** ☐ **Requires City Council Approval** ☐ **Not Accepted**	
Accounting/Fund/Program: _____	**Account/Project No.:** _____
Acceptance Authorized By:	**Title:** _____
Signature: _____	**Date:**_____
City Council Resolution/Action No. (if applicable): _____	**Date:**_____

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **October 13, 2026**

SUBJECT: **Adoption of 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

Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 974 amending the Municipal Code, by reading of the title as stated below:

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.

DISCUSSION

On September 15, 2026, in the continuation of the regular City Council meeting adjourned from September 8, 2026, the City Council approved on first reading, an ordinance limiting the use of the Libbey Park tennis courts for tennis only, with limited exceptions. This item requests that the City Council conduct second reading of the ordinance and provides additional information in response to concerns raised by members of the public during the City Council's consideration of the ordinance on first reading.

The City of Ojai owns and operates the public tennis courts located at Libbey Park, including the Upper Libbey and Lower Libbey tennis courts. The tennis courts are public park facilities intended to provide recreational opportunities for the community.

The City's regulations governing activities and conduct in public parks are contained in Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code. The Municipal Code does not currently contain a provision expressly limiting the use of the Libbey Park tennis courts exclusively to tennis.

Earlier in 2026, City Council directed City staff to return to City Council with an ordinance establishing a clear and uniform regulation governing the use of the tennis courts. At the August 25, 2026, City Council meeting, the City Council directed that staff return with revisions to the draft ordinance allowing the limited use of Upper Libbey tennis courts for purposes other than tennis during Ojai Day, along with a requirement that City staff consult with the Ojai Valley Tennis Club regarding potential impacts to the Upper Libbey tennis courts during such temporary uses, with the City retaining the authority, in its sole discretion, to approve such uses. The revised ordinance would clarify that the courts are reserved for tennis and may not be used for other recreational activities or purposes except during Ojai Day.

The proposed ordinance also recognizes the need for tennis court reservations and closures associated with events at the Libbey Bowl or otherwise taking place in Libbey Park. In these circumstances, the City Manager, or designee, would retain authority to reserve and temporarily close one or more Upper Libbey tennis courts when reasonably necessary in connection with a permitted event at Libbey Bowl or otherwise taking place in Libbey Park.

The proposed ordinance would add Section 4-3.511 to Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code.

During Council's consideration of the ordinance on first reading, the City Council received public comments raising questions and concerns related to the deeds to the property and whether this ordinance is inconsistent or prohibited pursuant to the terms of such deeds. Specifically, members of the public raised questions related to the 1917 Indenture conveying the property from Edward and Florence Libbey to the Ojai Civic Association (the "1917 Indenture"), and a 1971 Grant Deed from the Ojai Civic Association to the City of Ojai (the "1971 Grant Deed").

The 1917 Indenture provided that the grant was made "upon the condition subsequent that said land shall be used, improved and be perpetually maintained by the party of the second part, and its successors in interest and estate, as a public park and place of recreation and pleasure ground for the amusement, health and pleasure of the people of the Ojai Valley, in the County of Ventura, State of California." The 1971 Grant Deed incorporated the above-stated condition from the 1917 Indenture.

Though this language clearly contemplated that Libbey Park would be used and maintained as a public park and place of recreation for the benefit of the people of the Ojai Valley, there is nothing in this condition that would mandate that all areas of the Park would be available for all recreational purposes at all times. Instead, it contemplates that the Park itself, would remain available for recreational purposes. The proposed ordinance does not impair that requirement or prevent the park from being used for recreational purposes – it simply limits the use of the Libbey Park tennis facilities to tennis, with the exception of allowing pickleball to be played on two of the Upper Libbey tennis courts during Ojai Day.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

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

FISCAL IMPACT

Adoption of the ordinance is not anticipated to have a significant fiscal impact on the City. It is possible that the City will see some minimal decline in facility use permit revenue over prior years, however, as permit fee revenues are intended to offset the cost of reviewing and administering the permits, there would be a corresponding reduction in costs associated with such activities. The ordinance primarily clarifies the permissible recreational use of existing City facilities and does not require construction, acquisition of property, or the creation of a new City program. Any administrative or enforcement activities associated with implementation of the ordinance are expected to be performed using existing City resources.

Prepared by: Bethany Burgess, City Attorney

ATTACHMENT(S)

A. Ordinance No. 974

CITY OF OJAI

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 ("PUBLIC PARKS") TO ADD SECTION 4-3.511 PROHIBITING THE USE OF THE LIBBEY PARK TENNIS COURTS FOR ANY ACTIVITY OTHER THAN TENNIS WITH LIMITED EXCEPTIONS

WHEREAS, the City owns and operates the public tennis courts located at Libbey Park, consisting of the Upper Libbey and Lower Libbey tennis courts; and

WHEREAS, the City currently regulates the activities and conduct permitted in the City's Public Parks pursuant to Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code; and

WHEREAS, the City Council desires to clarify the permitted uses of the Libbey Park tennis courts and to preserve the courts for tennis use; and

WHEREAS, the City Council further desires to preserve the City's ability to reserve or temporarily close the Upper Libbey tennis courts in connection with permitted events at the Libbey Bowl when necessary for activities related to such; and

WHEREAS, the City Council finds that the amendments to the Ojai Municipal Code set forth below are necessary and appropriate to regulate the use of City park facilities and to promote public health, safety, welfare, and enjoyment of Libbey Park.

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

SECTION 1. Incorporation of Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference to the same extent as if restated herein.

SECTION 2. Code Amendment. Article 5 of Chapter 3 of Title 4 of the Ojai Municipal Code is hereby amended to add section 4-3.511 entitled "Libbey Park Tennis Courts" which shall be read in its entirety as follows:

§ 4-3.511 Libbey Park Tennis Courts

(a) The tennis courts located at Upper Libbey Park and Lower Libbey Park shall be used exclusively for the playing of tennis; no person shall use, or permit the use of, any such tennis court for any other recreational activity or purpose, except as expressly provided in this Section 4-3.511.

(b) The City Manager, or designee, may approve reservations for temporary closures of one or more of the tennis courts at Upper Libbey Park in connection with a permitted event at the Libbey Bowl or in Libbey Park when reasonably necessary for event-related purposes. A reservation for a temporary closure pursuant to this subsection shall not constitute a use of the Libbey Park tennis courts for a recreational activity other than tennis.

(c) The City Manager, or designee, may approve a temporary use of up to two (2) Upper Libbey Park tennis courts during the City's Ojai Day event. In advance of approving any such temporary use, the City Manager, or designee, will solicit and consider the input of the Ojai Valley Tennis Club, Inc., regarding whether the proposed temporary use will result in damage to the tennis courts and any specific mitigation measures that may prevent such damage. The Ojai Valley Tennis Club, Inc., will respond to any request for input within two (2) business days of the date the request is made by the City to ensure the City is able to timely respond to the request for the temporary use. Notwithstanding anything in this paragraph, the City will retain the sole authority to approve or deny any temporary use contemplated by this paragraph during Ojai Day.

(d) Nothing in this section shall prohibit the City or its authorized agents, contractors, or service providers from using the tennis courts for maintenance, repair, construction, inspection, or other City-authorized operational purposes.

SECTION 3. 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 4. Severability. If any part of this Ordinance or its application 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 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 as required by law, and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

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

PASSED, APPROVED and ADOPTED on ____, 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

Date: _____

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Ordinance No. 974 was introduced at a regular meeting of the Ojai City Council held _____, 2026, and adopted at a regular meeting held _____, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Weston Montgomery, Chief Deputy City Clerk

Exhibits to this Ordinance:
None

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**
Lucas Seibert, Community Development Director
Leah Palmer, Acting Finance Director

MEETING DATE: **October 13, 2026**

SUBJECT: **Conduct a public hearing under the Tax and Equity Fiscal Responsibility Act ("TEFRA") in connection with the proposed issuance of revenue bonds by the California Municipal Finance Authority, a joint exercise of powers authority and public entity of the State of California, in an amount not to exceed $25,000,000, to finance and refinance the acquisition, construction, improvement and equipping of a 50-unit qualified residential rental project located at 320 Bryant Street; and Approve a Resolution Authorizing the Execution of a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority ("CMFA") and Approving a Plan of Finance for the CMFA to Issue and Reissue Revenue Bonds for a Qualified Residential Rental Project (*Legal Requirement*)**

RECOMMENDATION

1) Conduct the public hearing under the requirements of the Tax and Equity Fiscal Responsibility Act TEFRA and the Internal Revenue Code of 1986, as amended.

2) Consider adopting the attached resolution approving the issuance of the Bonds by the California Municipal Finance Authority (CMFA) for the benefit of Chaparral Place LP, to provide for the financing of the Project, such adoption is solely for the purposes of satisfying the requirements of TEFRA, the Code and the California Government Code Section 6500. The resolution will also authorize the Mayor or designee thereof to execute the Joint Exercise of Powers Agreement with the CMFA.

DISCUSSION

At its December 12, 2023, City Council meeting, the City Council unanimously approved land use entitlements allowing for the development of a three-story, 50-unit, 100% affordable for-rent housing project at 320 Bryant Street (the "Project"). Since that time, the Project has worked to pursue different funding opportunities, the most substantial portion of which would be comprised of a combination of grants and taxable and tax-exempt financing.

As part of its financing efforts, the Project Developer, Cabrillo Economic Development Corporation, requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $25,000,000 of tax-exempt revenue bonds. The proceeds of the Bonds will be used to finance and refinance the acquisition, construction, improvement and equipping of the Project.

The Tax Equity and Fiscal Responsibility Act (TEFRA) | TEFRA is a federal law passed in 1982 that requires a city council to approve certain tax-exempt private activity bonds after a noticed public hearing when the financed project is located within the city. These bonds provide lower-cost financing for qualifying private and nonprofit projects that serve a public benefit, such as affordable housing, hospitals, nonprofit facilities, and certain manufacturing projects.

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City must conduct a public hearing (the "TEFRA Hearing") providing members of the community with an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. Prior to such TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit hosting the Project must provide its approval of the issuance of the Bonds for the financing of the Project. Notice of the TEFRA Hearing was published in the Ojai Valley News on October 2, 2026.

California Municipal Finance Authority | The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to issue bonds for any purpose or activity permitted under the California Joint Exercise of Powers Act, but more specifically, in order to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California. To date, over 350 municipalities have become members of CMFA.

The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California. The CMFA's representatives and its Board of Directors have considerable experience in bond financings.

Joint Exercise of Powers Agreement | In order for the CMFA to have the authority to serve as the issuer of the bonds for the Project, it is necessary for the governing body of the local government jurisdiction in which the Project is located (i.e., the City) to become a member of the CMFA. The draft Joint Exercise of Powers Agreement to be executed by the City is provided as Attachment B and is Exhibit A to the Resolution attached as Attachment A. Under the Agreement, CMFA may issue bonds and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, so long as the City Council approves the issuance of the Bonds for a particular Project.

The Joint Exercise of Powers Agreement provides that the CMFA is a public entity, separate and apart from each member executing such agreement. The debts, liabilities and obligations of the CMFA do not constitute debts, liabilities or obligations of the members executing such agreement. Additionally, the Agreement provides that the bonds

will not be deemed a pledge of the faith and credit of any of its members and tha tno member shall be obligated to pay the principal of any such bonds.

The Bonds to be issued by the CMFA for the Project will be the sole responsibility of the Chaparral Place, LP, and the City will have no financial, legal, moral obligation, liability or responsibility for the 50-unit qualified residential rental project or the repayment of the Bonds for the financing of the Project. All financing documents with respect to the issuance of the Bonds will contain clear disclaimers that the Bonds are not obligations of the City or the State of California but are to be paid for solely from funds provided by Chaparral Place, LP.

There are no costs associated with membership in the CMFA and the City will in no way become exposed to any financial liability by reason of its membership in the CMFA. In addition, participation by the City in the CMFA will not impact the City's appropriations limits and will not constitute any type of indebtedness by the City. Outside of holding the TEFRA hearing, adopting the required resolution and executing the Joint Exercise of Powers Agreement of the CMFA, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

The Joint Exercise of Powers Agreement expressly provides that any member may withdraw from such agreement upon written notice to the Board of Directors of the CMFA. In the case of the proposed bond financing for Chaparral Place, LP, the City following its execution of the Joint Exercise of Powers Agreement, could, at any time following the issuance of the Bonds, withdraw from the CMFA by providing written notice to the Board of Directors of the CMFA.

CITY COUNCIL GOALS ALIGNMENT
Goal No. 1 - Affordable Housing

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

FISCAL IMPACT
The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the "Foundation"), acts as the Board of Directors for the CMFA. Through its conduit issuance activities, the CMFA shares a portion of the issuance fees it receives with its member communities and donates a portion of these issuance fees to the Foundation for the support of local charities. With respect to the City of Ojai, it is expected that that a portion of the issuance fee attributable to the City will be granted by the CMFA to the general fund of the City. Such grant may be used for any lawful purpose of the City.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S)
A. City Council Resolution
B. Ex. A to Resolution - CMFA Joint Powers Authority Agreement

CITY OF OJAI
CITY COUNCIL RESOLUTION NO. 26-34

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI APPROVING, AUTHORIZING, AND DIRECTING EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY AND APPROVING A PLAN OF FINANCE OF THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO ISSUE AND REISSUE REVENUE BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT FOR THE BENEFIT OF CHAPARRAL PLACE LP, AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes, or other evidences of indebtedness; and

WHEREAS, the City of Ojai (the "City"), has determined that it is in the public interest and for the public benefit that the City become a Member of the Authority in order to facilitate the promotion of economic, cultural, and community development activities in the City, including the financing of projects therefor by the Authority; and

WHEREAS, there is now before this City Council (the "City Council") the form of the Agreement; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council, with the assistance of its staff, have reviewed said document; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing the construction or rehabilitation of capital projects; and

WHEREAS, Cabrillo Economic Development Corporation, a California nonprofit public benefit corporation (the "Developer"), on behalf of Chaparral Place LP, a California limited partnership, or another ownership entity created by Chaparral Place LLC, a California limited liability company, its general partner (the "General Partner"), or by another affiliate of the Developer (such limited partnership or other ownership entity, the "Borrower"), has requested that the Authority undertake a proposed plan of finance to issue and reissue from time to time one or more series of revenue bonds in an outstanding principal amount not to exceed $25,000,000 (the "Bonds") to finance and refinance the acquisition, construction, improvement, and equipping of a 50-unit, qualified residential rental project (the "Project") to be owned and operated by the Borrower and located at 320 Bryant Street within the City; and

WHEREAS, an "applicable elected representative" of the jurisdiction in which the Project is to be located is required to approve the proposed plan of finance for the Project under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, the City Council is the elected legislative body of the City and is an "applicable elected representative" for purposes of Section 147(f) of the Code; and

WHEREAS, the Authority has advised that the Bonds may be issued pursuant to a "plan of finance" to issue an original issue of Bonds and to issue or reissue one or more additional series of Bonds from time to time after the original issue of Bonds, if necessary or desirable to comply with applicable legal requirements, all in an aggregate principal amount not to exceed $25,000,000 to finance the Project, and all within the three-year period commencing on the date of the issuance of the first series of Bonds pursuant to this resolution; and

WHEREAS, the Authority has requested that the City Council approve the proposed plan of finance in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority, dated as of January 1, 2004 (the "Agreement"), among certain local agencies, including the City; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the proposed plan of finance for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Ojai, as follows:

Section 1. The foregoing recitals are true and correct.

Section 2. The Agreement, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved and the Mayor or City Manager or the designee thereof is hereby authorized and directed to execute said document, and the City Clerk or such Clerk's designee is hereby authorized and directed to attest thereto.

Section 3. The City Council hereby approves the proposed plan of finance of the Authority to issue and reissue from time to time of one or more series of revenue bonds in an outstanding principal amount not to exceed $25,000,000. It is the purpose and intent of the City Council that this resolution constitute approval of the proposed plan of finance for the Project for the purposes of (a) Section 147(f) of the Code by the applicable elected representative of a governmental unit having jurisdiction over the area in which the Project is to be located, in accordance with said Section 147(f) and (b) Section 4 of the Agreement.

Section 4. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to the Bonds.

Section 5. The adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire or construct the Project or any refinancing of the Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, rehabilitation or operation of the Project; (iii) make any contribution or advance any funds whatsoever to the Authority; or (iv) take any further action with respect to the Authority or its membership therein.

Section 6. The officers of the City are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they

deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the financing transaction approved hereby.

Section 7. The City Clerk shall forward a certified copy of this Resolution to the Authority in care of its counsel:

Ronald E. Lee, Esq.
Jones Hall LLP
4 West 4th Avenue, Suite 406
San Mateo, CA 94402

Section 8. This resolution shall take effect immediately upon its adoption.

PASSED, APPROVED and **ADOPTED** this 13th day of October 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-34 was adopted at a regular meeting held October 13, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Weston Montgomery, Chief Deputy City Clerk

Exhibits to this Resolution:

A. Joint Exercise of Powers Agreement Relating to the California Municipal Finance Authority

JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY

THIS AGREEMENT, dated as of January 1, 2004, among the parties executing this Agreement (all such parties, except those which have withdrawn as provided herein, are referred to as the "Members" and those parties initially executing this Agreement are referred to as the "Initial Members"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the California Government Code (in effect as of the date hereof and as the same may from time to time be amended or supplemented, the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Members is a "public agency" as that term is defined in Section 6500 of the Joint Exercise of Powers Act; and

WHEREAS, each of the Members is empowered by law to promote economic, cultural and community development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement and public health, safety and general welfare; and

WHEREAS, each of the Members may accomplish the purposes and objectives described in the preceding preamble by various means, including through making grants, loans or providing other financial assistance to governmental and nonprofit organizations; and

WHEREAS, each Member is also empowered by law to acquire and dispose of real property for a public purpose; and

WHEREAS, the Joint Exercise of Powers Act authorizes the Members to create a joint exercise of powers entity with the authority to exercise any powers common to the Members, as specified in this Agreement and to exercise the additional powers granted to it in the Joint Exercise of Powers Act and any other applicable provisions of the laws of the State of California; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue or execute bonds, notes, commercial paper or any other evidences of indebtedness, including leases or installment sale agreements or certificates of participation therein (herein "Bonds"), and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California to accomplish its public purposes; and

WHEREAS, the Members have determined to specifically authorize a public entity authorized pursuant to the Joint Exercise of Powers Act to issue Bonds pursuant to the Joint Exercise of Powers Act or other applicable provisions of the laws of the State of California; and

WHEREAS, it is the desire of the Members to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake the financing and/or refinancing of projects of any nature, including, but not limited to, capital or working capital projects, insurance, liability or retirement programs or facilitating Members use of existing or new financial instruments and mechanisms; and

WHEREAS, it is further the intention of the Members that the projects undertaken will result in significant public benefits to the inhabitants of the jurisdictions of the Members; and

WHEREAS, by this Agreement, each Member desires to create and establish the "California Municipal Finance Authority" for the purposes set forth herein and to exercise the powers provided herein;

NOW, THEREFORE, the Members, for and in consideration of the mutual promises and agreements herein contained, do agree as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act. The purpose of this Agreement is to establish a public entity for the joint exercise of powers common to the Members and for the exercise of additional powers given to a joint powers entity under the Joint Powers Act or any other applicable law, including, but not limited to, the issuance of Bonds for any purpose or activity permitted under the Joint Exercise of Powers Act or any other applicable law. Such purpose will be accomplished and said power exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective in accordance with Section 17 as of the date hereof and shall continue in full force and effect until such time as it is terminated in writing by all the Members; provided, however, that this Agreement shall not terminate or be terminated until all Bonds issued or caused to be issued by the Authority (defined below) shall no longer be outstanding under the terms of the indenture, trust agreement or other instrument pursuant to which such Bonds are issued, or unless a successor to the Authority assumes all of the Authority's debts, liabilities and obligastions.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Municipal Finance Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Members. Its

debts, liabilities and obligations do not constitute debts, liabilities or obligations of any Members.

B. BOARD.

The Authority shall be administered by the Board of Directors (the "Board," or the "Directors" and each a "Director") of the California Foundation for Stronger Communities, a nonprofit public benefit corporation organized under the laws of the State of California (the "Foundation"), with each such Director serving in his or her individual capacity as a Director of the Board. The Board shall be the administering agency of this Agreement and, as such, shall be vested with the powers set forth herein, and shall administer this Agreement in accordance with the purposes and functions provided herein. The number of Directors, the appointment of Directors, alternates and successors, their respective terms of office, and all other provisions relating to the qualification and office of the Directors shall be as provided in the Articles and Bylaws of the Foundation, or by resolution of the Board adopted in accordance with the Bylaws of the Foundation.

All references in this Agreement to any Director shall be deemed to refer to and include the applicable alternate Director, if any, when so acting in place of a regularly appointed Director.

Directors may receive reasonable compensation for serving as such, and shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

The Foundation may be removed as administering agent hereunder and replaced at any time by amendment of this Agreement approved as provided in Section 16; provided that a successor administering agent of this Agreement has been appointed and accepted its duties and responsibilities under this Agreement.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The officers of the Authority shall be the Chair, Vice-Chair, Secretary and Treasurer (defined below). The Board, in its capacity as administering agent of this Agreement, shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among Directors to serve until such officer is re-elected or a successor to such office is elected by the Board. The Board shall appoint one or more of its officers or employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve until such officer is re-elected or a successor to such office is elected by the Board.

Subject to the applicable provisions of any resolution, indenture, trust agreement or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, trust agreement, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, and except as may otherwise be

specified by resolution of the Board, the Treasurer is designated as the depositary of the Authority to have custody of all money of the Authority, from whatever source derived and shall have the powers, duties and responsibilities specified in Sections 6505, 6505.5 and 6509.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Board but in no event less than $1,000.

The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Board shall have the power, by resolution, to the extent permitted by the Joint Exercise of Power Act or any other applicable law, to delegate any of its functions to one or more of the Directors or officers, employees or agents of the Authority and to cause any of said Directors, officers, employees or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Board or the Authority.

D. MEETINGS OF THE BOARD.

(1) Ralph M. Brown Act.

All meetings of the Board, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California), or any successor legislation hereinafter enacted (the "Brown Act").

(2) Regular Meetings.

The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(3) Special Meetings.

Special meetings of the Board may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California. To the extent permitted by the Brown Act, such meetings may be held by telephone conference.

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

(5) Quorum.

A majority of the Board shall constitute a quorum for the transaction of business. No action may be taken by the Board except upon the affirmative vote of a majority of the Directors constituting a quorum, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Board such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have the power, in its own name, to exercise the common powers of the Members and to exercise all additional powers given to a joint powers entity under any of the laws of the State of California, including, but not limited to, the Joint Exercise of Powers Act, for any purpose authorized under this Agreement. Such powers shall include the common powers specified in this Agreement and may be exercised in the manner and according to the method provided in this Agreement. The Authority is hereby authorized to do all acts necessary for the exercise of such power, including, but not limited to, any of all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services, and other forms of assistance from person, firms, corporations and any governmental entity; to sue and be sued in its own name; to make grants, loans or provide other financial assistance to governmental and nonprofit organizations (e.g., the Members or the Foundation) to accomplish any of its purposes; and generally to do any and all things necessary or convenient to accomplish its purposes.

Without limiting the generality of the foregoing, the Authority may issue or cause to be issued Bonds, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, or any other applicable provision of law; provided, however, the Authority shall not issue Bonds with respect to any project located in the jurisdiction of one or more Members unless the governing body of any such Member, or its duly authorized representative, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Such approval may be evidenced by resolution, certificate, order, report or such other means of written approval of such project as may be selected by the Member (or its authorized representative) whose approval is required. No such approval shall be required in

connection with Bonds that refund Bonds previously issued by the Authority and approved by the governing board of a Member.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by resolution of the Board, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 2004.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Members in the manner and amount determined by the Board in its sole discretion and shall thereafter remain the sole property of the Members; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Members.

Section 7. Bonds.

From time to time the Authority shall issue Bonds, in one or more series, for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The expenses of the Board shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Member or pledge of the faith and credit of the Members or the Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds except from revenues and other funds pledged therefor. Neither the Members nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members nor the faith and credit of the Authority shall be pledged to the payment of the

principal of, premium, if any, or interest on the Bonds nor shall the Members or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or related document shall be deemed to be a covenant or agreement of any Director, or any officer, employee or agent of the Authority in his or her individual capacity and neither the Board of the Authority nor any Director or officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 9. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Member.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member and also with the county auditor of each county in which a Member is located; provided, however, that to the extent permitted by law, the Authority may, instead of filing such report with each Member and such county auditor, elect to post such report as a public record electronically on a website designated by the Authority. Such report if made shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

The Treasurer is hereby directed to report in writing on the first day of July, October, January, and April of each year to the Board and the Members which report shall describe the amount of money held by the Treasurer for the Authority, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provided regular reports covering such amounts.)

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Board may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

Section 10. Funds.

Subject to the applicable provisions of any Indenture, which may provide for a trustee or other fiduciary to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Sections 3.C and 9, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions of purposes of this Agreement.

Section 11. Notices.

Notices and other communications hereunder to the Members shall be sufficient if delivered to the clerk of the governing body of each Member; provided, however, that to the extent permitted by law, the Authority may, provide notices and other communications and postings electronically (including, without limitation, through email or by posting to a website).

Section 12. Additional Members/Withdrawal of Members.

Qualifying public agencies may be added as parties to this Agreement and become Members upon: (1) the filing by such public agency with the Authority of an executed counterpart of this Agreement, together with a copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (2) adoption of a resolution of the Board approving the addition of such public agency as a Member. Upon satisfaction of such conditions, the Board shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

A Member may withdraw from this Agreement upon written notice to the Board; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Board which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Section 13. Indemnification.

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Director or an officer, employee of other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Director or an officer, employee or other agent of the Authority, against expenses, including attorneys fees, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 14. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the Members for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution or advance. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the Member making such advance at the time of such advance. It is mutually understood and agreed to that no Member has any obligation to make advances or contributions to the Authority to provide for the costs and expenses of administration of the Authority, even though any Member may do so. The Members understand and agree that a portion of the funds of the Authority that otherwise may be allocated or distributed to the Members may instead be used to make grants, loans or provide other financial assistance to governmental units and nonprofit organizations (e.g., the Foundation) to accomplish any of the governmental unit's or nonprofit organization's purposes.

Section 15. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, and other benefits which apply to the activity of officers, agents or employees of Members when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the same degree and extent to the Directors, officers, employees, agents or other representatives of the Authority while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

Section 16. Amendments.

Except as provided in Section 12 above, this Agreement shall not be amended, modified, or altered, unless the negative consent of each of the Members is obtained. To obtain the negative consent of each of the Members, the following negative consent procedure shall be followed: (a) the Authority shall provide each Member with a notice at least sixty (60) days prior to the date such proposed amendment is to become effective explaining the nature of such proposed amendment and this negative consent procedure; (b) the Authority shall provide each Member who did not respond a reminder notice with a notice at least thirty (30) days prior to the date such proposed amendment is to become effective; and (c) if no Member objects to the proposed amendment in writing within sixty (60) days after the initial notice, the proposed amendment shall become effective with respect to all Members.

Section 17. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Members on the date that the Board shall have received from two of the Initial Members an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Member approving this Agreement and the execution and delivery hereof.

Section 18. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 19. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the other Members.

Section 20. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement shall be governed under the laws of the State of California.

This Agreement is the complete and exclusive statement of the agreement among the Members, which supercedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the Members relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the City of Ojai has caused this Agreement to be executed and attested by its duly authorized representatives as of the ___ day of _____, 2026.

Member:

CITY OF OJAI

By _____
Name:
Title:

ATTEST:

By _____
Name:
Title:

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **October 13, 2026**

SUBJECT: **Approval of a Resolution of the Ojai City Council (1) Declaring Certain City-Owned Real Property Located at 408-410 N. Montgomery Street in the City of Ojai (APN: 021-0-092-010) to be Exempt Surplus Land under the Surplus Land Act, and (2) Concurrently Approving the Disposition and Development Agreement to Transfer the Property to a Non-Profit Developer to Develop Affordable Housing (*City Council Direction*)**

RECOMMENDATION

Approve the Resolution (Attachment "A") of the Ojai City Council (i) declaring certain City-owned real property located at 408-410 N. Montgomery Street in the City of Ojai (APN: 01-0-092) to be exempt surplus land under the Surplus Land Act, and (ii) concurrently approving the Disposition and Development Agreement to transfer the property to a non-profit developer to develop affordable housing (Exhibit "A" to Attachment "A").

DISCUSSION

In August 2010, the City acquired the approximately 8,915 square-foot (0.20 acres) property located at 408-410 N. Montgomery Street, at the southeastern corner of N. Montgomery Street and Franklin Drive. This acquisition followed a lengthy effort with the previous property owner to repair two dilapidated, two-unit residential buildings then located on the property. The prior property failed to bring the two buildings into habitable condition, which resulted in their demolition in 2010 and the City's subsequent acquisition of the property. According to a September 28, 2010, staff report, the property was considered to be a prime location for the City's then Redevelopment Agency to develop an affordable housing project. Accordingly, in 2010, ownership of the property was transferred from the City to the Redevelopment Agency for that purpose, with the grant deed stipulating that the Redevelopment Agency would be prohibited from using the property for any purpose other than development of affordable housing, as defined by the California Health and Safety Code Section 50052.5.

Following the state of California's dissolution of redevelopment agencies statewide, all assets of the Redevelopment Agency, including the undeveloped 408-410 North

Montgomery Street property, were transferred by operation of law from the defunct Redevelopment Agency to the City's Successor Agency. Subsequently, the property was transferred from the Successor Agency back to the City for the purposes of allowing the City to complete the housing project and carry out the functions previously performed by the Redevelopment Agency.

Additionally, as part of the Redevelopment Agency dissolution process, all Successor Agencies were required under Assembly Bill 1484 to prepare a Long-Range Property Management Plan to govern the disposition and use of former Redevelopment Agency property. A required component of the plan was the Community Property Trust Fund, essentially an inventory of all real properties held by the Agency. In Ojai's case, 408-410 North Montgomery Street was the only Agency property listed in the Trust Fund. According to the plan, the subject site was acquired as an infill site for affordable housing using funds from the Low and Moderate Income Housing Fund of the former Ojai Redevelopment Agency, the grant deed contains a use restriction/reversionary clause which restricts the use to affordable housing. Since 2015, the community and City Council evaluated several options to develop this site and through these discussions and public review, the City Council provided a preliminary decision that this site should be used for the development of an affordable tiny home project at the December 12, 2023, City Council meeting.

Following that meeting, the City engaged in discussions with Habitat and eventually entered into a Memorandum of Understanding and Exclusive Negotiating Agreement for development of a 5-unit affordable housing project (comprised of four tiny home duplexes and one-single family home) with Habitat for Humanity (Habitat). The MOU contemplated that the City and Habitat would enter into a ground lease under which the City would lease the property for 99 years to Habitat in order for Habitat to construct the residential units and then enter into separate ground subleases with the eventual individual home purchasers.

Most recently, at its March 24, 2026, April 16, 2026, and May 12, 2026, Council meetings, the City Council considered additional information regarding the project and proposed property ownership structure. At the April 16, 2026, meeting, the Council reviewed and approved the proposed project and project entitlements, and requested that City staff and the City Attorney return with additional information at the May 12, 2026, City Council meeting, regarding possible ownership structures. The City Council considered whether (1) the City should retain ownership of the property subject to one or more ground leases for the structures with each structure being privately owned by the tenant-occupant, (2) whether the property should be conveyed to Habitat for the nominal amount of $1, with eventual conveyances to the owners of the structures, or (3) whether the City should establish a community land trust which would eventually take ownership of the property, subject to one or more ground leases for the structures. On May 12, 2026, the City Council directed staff to return at a future meeting for Council consideration of a disposition and development agreement conveying ownership of the property to Habitat, subject to future affordability covenants and restrictions and a resolution declaring the property to be exempt surplus land.

Following the May 12, 2026, Council meeting, staff and the City Attorney's Office developed and negotiated a development and disposition agreement providing for the

development of the property in accordance with the requirements previously discussed and approved by City Council as part of the land use entitlements. Staff now requests City Council approval of the disposal of the property in accordance with the California Surplus Land Act and the proposed Development and Disposition Agreement.

Surplus Land Act

The Surplus Land Act, Gov't Code §§ 54220, *et seq.* ("SLA"), generally requires that local agencies disposing of surplus land first make that land available for affordable housing or recreational purposes prior to disposing of it through other means. For disposition of property other than "exempt surplus land" this involves a significant public process. For property qualifying as "exempt surplus land" a shorter, more streamlined process may be followed. The SLA includes a number of exemptions applicable to different types of property, including exemptions for properties that will be used for affordable housing purposes.

Pursuant to Government Code Section 54221(f)(1)(F), "exempt surplus land" includes a housing development that restricts 100% of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, and with an affordable sales price for at least 45 years. In order to qualify for this particular exemption, a covenant or restriction that runs with the land must be recorded against the surplus land at the time of the sale or conveyance. This covenant or restriction must be enforceable against the property and the owner of the property who violates the covenant or restriction and each successor in interest who continues the violation.

Because Habitat for Humanity has agreed that 100% of the units constructed as part of this project will be for lower income households and has also agreed to record an affordability covenant against the property for at least 45 years, the property at 408-410 N. Montgomery Street will qualify as exempt surplus land under Government Code Section 54221.

In order to declare the property as "exempt surplus land," the City Council must adopt a resolution declaring the property to be "exempt surplus land" at a regular public meeting. Following adoption of the resolution, the City must submit the resolution and related documentation to the California Department of Housing and Community Development for review prior to closing on the conveyance. Such review should be completed within 30 days of the date of submission, based on the language of the Government Code, but can take longer to complete.

Disposition and Development Agreement

The Disposition and Development Agreement ("DDA") serves as the contractual mechanism through which the City agrees to convey the property to H4H, subject to H4H's obligation to develop the property in accordance with the terms of the Agreement. Key provisions include:

- Exhibits, including a scoping document describing the scope of the project in detail,

and providing a project budget of (i.e., $2,606,180.08) and identifying the expected sources of funds for development of the project to cover the project budget (i.e., a combination of grant funds and Habitat funds).
- A schedule of performance.
- Forms of the Grant Deed and Master Affordable Housing Covenant Agreement.
- A restriction on the ability of H4H to transfer the property to any other party prior to a Release of the Construction Covenants contained in the DDA without the prior written approval of the City; also restricts transfers after construction pursuant to the restrictions contained in the Grant Deed and Master Affordable Housing Covenant.
- A requirement for City approval for all funding sources for the project other than grants.
- Estimated total project completion cost of $2,606,180.08.
- Provision by the City of the following financial assistance to the project: (1) the donation of the property to H4H, (2) a waiver of City impact fees, and (3) City completion of certain offsite improvements including installation of a stop sign and painting of a cross-walk (with H4H to be responsible for other offsite improvements).
- The right of the City to review the proposed contract between H4H and its general contractor for construction of the project and any increases or changes to that contract which would increase its cost more than 10%.
- A requirement that the project be developed in accordance with the scope of the project provided in the DDA, the Master Affordable Housing Agreement, and the plans and permits approved by the City.
- A restriction that the units be sole only to Qualified Buyers, defined to be lower income households, in compliance with the Master Affordable Housing Agreement and a requirement that all units be occupied at all times only by the household of the Qualified Buyer.
- Approval by City of H4H's program for marketing and selling the units.
- City is a beneficiary of not only the terms of the Agreement, but also the restrictions and covenants running with the land, whether appearing in the Grant Deed or Master Affordable Housing Agreement.
- A right of reverter prior to a release of the construction covenants established in the Agreement if H4H fails to commence construction, abandons or substantially suspends the project, or assigns the DDA.

The Master Affordable Housing Covenant Agreement is incorporated not only into the DDA, but also into the Grant Deed, and includes the following additional requirements:
- That H4H sell each unit to an "Eligible Purchaser," which is defined to mean a person who meets all of the income and asset verification requirements in the Agreement.
- The maximum loan amount for a home is 95% of the purchase price of the unit.
- The required down payment not exceed15% of the purchase price.
- Prioritization in selecting Eligible Purchasers (1) first to current residents of the City of Ojai Area of Interest and Sphere of Interest, (2) and then to past residents who lived in the City Area of Interest or Sphere of Influence for at least 10 years and left within the past five years or persons who work in the City Area of Interest and Sphere of Interest, before (3) opening it up to other Eligible Purchasers. This section also requires use of the same prioritization method if an Eligible Purchaser is disqualified.
- A 45-year affordability covenant recorded on each deed to an Eligible Purchaser.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

1. Provide alternate direction to the City Attorney and City Manager.
2. Take no action.

FISCAL IMPACT

Pursuant to the DDA, all City impact fees including, but not limited to, traffic mitigation fees, Quimby/park fees, and any other impact fees assessed for private development projects in the City will be waived. The City will be responsible for the cost of the stop sign and the painting of a cross-walk. Developer and City shall each pay one-half (1/2) of all escrow and similar fees. Additionally, the City will donate the property at 408-410 N. Montgomery Street to Habitat for no compensation. Based on a Comparative Marketing Analysis prepared by Dale Hanson, the property is estimated to be valued between $550,000 and $600,000.

Prepared by: Bethany Burgess, City Attorney, and Lucas Seibert, Community Development Director

ATTACHMENT(S)

A. Resolution and Exhibit A to Resolution

CITY OF OJAI

RESOLUTION NO. _____

A RESOLUTION OF THE OJAI CITY COUNCIL (1) DECLARING CERTAIN CITY-OWNED REAL PROPERTY LOCATED AT 408-410 N. MONTGOMERY STREET IN THE CITY OF OJAI (APN: 021-0-092-010) TO BE EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT, AND (2) CONCURRENTLY APPROVING THE DISPOSITION AND DEVELOPMENT AGREEMENT TO TRANSFER THE PROPERTY TO A NON-PROFIT DEVELOPER TO DEVELOP AFFORDABLE HOUSING

WHEREAS, the City of Ojai ("City") owns, administers and manages various properties throughout the City for public agency purposes, in accordance with state law and local policies; and

WHEREAS, Assessor Parcel No. 021-0-092-010 ("Property") is located at 408-410 N. Montgomery Street which is owned by the City; and

WHEREAS, the City Council finds that the Property is not required for the City's current or foreseeable operational needs and that there is no present or contemplated use of the Property that would preclude the Property from being declared exempt surplus land pursuant to the Surplus Land Act and offered for disposition for the development of affordable housing; and

WHEREAS, the Surplus Land Act (California Government Code Section 54220, *et seq*.)("SLA") governs the disposition of surplus land by local authorities, including the City; and

WHEREAS, California Government Code Section 54221 defines "exempt surplus land" to include a housing development, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price for 45 years; and

WHEREAS, California Government Code Section 54221(f)(1)(F)(ii) further requires that a covenant or restriction must be recorded against the surplus land at the time of the sale or conveyance is consummated which covenant shall run with the land and be enforceable against the property and the owner of the property who violates the covenant or restriction and each successor in interest who continues the violation; and

WHEREAS, the City intends to convey the Property in fee to a nonprofit developer for the development of affordable housing that will maintain the affordability requirements

of California Government Code Section 54221(f)(1)(F) pursuant to a disposition and development agreement; and

WHEREAS, the City now desires to declare the Property as exempt surplus land and to enter into an agreement to transfer the Property to Habitat for Humanity, Ventura County, Inc,. a California public benefit non-profit corporation ("Habitat For Humanity"), (which is a non-profit entity) pursuant to the Disposition and Development Agreement with a copy of which is attached hereto and incorporated herein as Exhibit "A" ("DDA").

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

SECTION 1. Recitals. The recitals set forth above are true and correct and are hereby incorporated by reference to the same extent as if restated herein.

SECTION 2. Surplus Land Act. The City finds that Property is not necessary for the City's use and, therefore, City finds that the Property is (i) surplus land, and (ii) exempt from the requirements of the Surplus Land Act pursuant to California Government Code Section 54221(f)(1)(F), as the Property is to be conveyed in fee to Habitat for Humanity for the development of affordable housing pursuant to the DDA.

SECTION 3. DDA. The City approves the transfer of the Property to Habitat for Humanity pursuant to the DDA, which provides, among other things, that:

(a) At the closing, the Property will be donated to Habitat for Humanity subject to the construction requirements in the DDA;

(b) The housing development shall provide for 100 percent of the residential units are to be sold to persons and families of lower income households for an affordable sales price; and

(c) The Master Affordable Housing Agreement (attached to the DDA) shall be recorded against the Property at closing which, among other things, (i) restricts the affordability of the residential units for 45 years; and (ii) shall run with the land and be enforceable against the Property and any owner of the Property who violates the covenant.

SECTION 4. HCD. City Staff is directed to promptly submit the DDA and this Resolution to the California Department of Housing and Urban Development ("HCD") to confirm the exemption under SLA and upon receipt of the HCD confirmation to provide a copy of same to Habitat for Humanity as required in the DDA.

SECTION 5. Authority. The City Manager or his designee is authorized to do all things which he may deem necessary or proper to effectuate the purposes of this Resolution.

SECTION 6. Certification. The City Clerk shall certify the adoption of this Resolution.

SECTION 7. Effective Date. This Resolution shall take effect upon its adoption.

PASSED, APPROVED AND ADOPTED on June 23, 2026.

CITY OF OJAI, CALIFORNIA

_____
Andy Gilman, Mayor

Date: _____

ATTEST:

_____
Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

_____
Bethany A. Burgess, City Attorney

I, Weston Montgomery, Chief Deputy City Clerk of the City of Ojai, certify that Resolution No. 2026-___ was adopted at a regular meeting held June 23, 2026, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Weston Montgomery, Chief Deputy City Clerk

EXHIBIT "A"

DISPOSITION AND DEVELOPMENT AGREEMENT

by and between

CITY OF OJAI,
a municipal corporation

AND

HABITAT FOR HUMANITY, VENTURA COUNTY, INC.,
a California Public Benefit Non-Profit corporation

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of _____, 2026 by and between CITY OF OJAI, a municipal corporation ("**City**"), and HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation ("**Developer**"). The parties agree as follows:

I. (§100) PURPOSE OF THE AGREEMENT

City owns that certain real property located at 408-410 N Montgomery Street, City of Ojai (constituting Assessor's Parcel No. 021-0-092-010) ("**Site**").

Developer intends to acquire the Site and construct a residential development consisting of five (5) residential units ("**Project**"). All of the residential units within the Project shall be sold only to first time homebuyers who are lower income households (as defined in Section 200).

This Agreement and the Attachments hereto are made pursuant to Health & Safety Code Section 34200, *et seq.,* which authorizes City to carry out, provide financial assistance, and/or assist in the construction, reconstruction, improvement, alteration, or repair of housing projects for persons of low, very low, and extremely low income.

As set forth in this Agreement, as material inducement and consideration for City to enter into this Agreement and provide the financial assistance for the Project is Developer's covenant and agreement to restrict the sale of each unit to lower income households for a period of not less than 45-years. The affordability restrictions are material consideration to City entering into this Agreement and City would not enter into this Agreement or otherwise provide the financial assistance without the affordability restrictions.

This Project is in the best and vital interests of the City and the health, safety and welfare of the residents and taxpayers in the City, and is in accordance with the public purposes and provisions of applicable state and local laws. Construction of the project will provide additional jobs and will provide affordable housing in accordance with the purposes and goals of City.

II. (§200) DEFINITIONS

The following terms as used in this Agreement shall have the meanings given unless expressly provided to the contrary:

A. (§ 201) Affiliate.

The term "**Affiliate**" shall mean any person or entity directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with Developer. For this provision, "**control**" means (i) with respect to a person that is a corporation, the right to exercise, directly or indirectly, at least fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation, and (ii) with respect to a person that is not a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the controlled person.

B. (§ 202) Agreement.

The term "**Agreement**" shall mean this entire Agreement, including all attachments that are a part hereof and incorporated herein in their entirety, and all other documents incorporated herein by reference. The Attachments included with this Agreement include the following:

Attachment No. 1	Legal Description of Site
Attachment No. 1-A	Site Map
Attachment No. 2	Scope of Development
Exhibit 2A	Project Budget/Proforma
Attachment No. 3	Schedule of Performance
Attachment No. 4	Grant Deed (with Certificate of Acceptance)
Attachment No. 5	Master AH Covenant Agreement
Attachment No. 6	Release of Construction Covenants
Attachment No. 7	Master Fee Schedule

C. (§ 203) City.

The term "**City**" shall mean the City of Ojai, California.

D. (§ 204) City Financial Assistance.

The term "**City Financial Assistance**" shall have the meaning ascribed in Section 402.2.

E. (§ 205) Covenants, Conditions and Restrictions and CC&Rs.

The term "**Covenants, Conditions and Restrictions**" or "**CCRs**" shall mean the covenants, conditions and restrictions which shall be recorded against the Property prior to the filing of the Map which shall be consistent with the conditions of approval for the Project and approved by the City Attorney.

F. (§ 206) Closing.

The term **"Closing**" or "**Closing Date**" shall mean the closing of Escrow by the Escrow Agent distributing the funds and documents received through Escrow to the party entitled thereto as provided herein, which closing shall occur on or before the date established in the Schedule of Performance.

G. (§ 207) Days.

The term "**days**" shall mean calendar days and the statement of any time period herein shall be calendar days, and not working days, unless otherwise specified.

H. (§ 208) Effective Date.

The term "**Effective Date**" shall mean the date this Agreement is executed on behalf of City and Developer after which has been approved by City after a public hearing.

I. (§ 209) Enforced Delay.

The term "**Enforced Delay**" shall mean any delay described in Section 903 caused without fault and beyond the reasonable control of a party, which delay shall justify an extension of time to perform as provided in Section 903.

J. (§ 210) Escrow.

The term "**Escrow**" shall mean the escrow established pursuant to this Agreement for the conveyance of title to the Site from City to Developer.

K. (§ 211) Escrow Agent.

The term "**Escrow Agent**" shall mean Stewart Title of California, Inc. which shall act as the Escrow Agent for this transaction. The Escrow Agent contact shall be Diana Wyatt, Stewart Title of California, 5740 Ralston St #301, Ventura CA 93003 diana.wyatt@stewart.com (805) 367-5625.

L. (§ 212) Exclusive Negotiation Agreement or ENA.

The term "**Exclusive Negotiation Agreement**" or "**ENA**" shall mean that certain Exclusive Negotiation Agreement dated by Developer as of February 12, 2025 and City as of February 11, 2025 as may have been amended.

M. (§ 213) Fair Market Value.

The term "**Fair Market Value**" means the sum of Five Hundred Seventy-Five Thousand Dollars ($575,000) which is the fair market value of the Site.

N. (§ 214) Grants.

The term "**Grants**" shall mean both the grant of certain funds by (i) the County of Ventura Miller Trust Foundation totaling Five Hundred Thousand Dollars ($500,000) to be used solely for the construction of the Project; and (ii) the County of Ventura HOME Grant totaling Two Hundred Fifty Thousand Dollars ($250,000) to be used solely for the construction of the Project.

O. (§ 215) Grant Deed.

The term "**Grant Deed**" shall mean that Grant Deed in substantially the form attached hereto as Attachment No. 4 by which City as grantor will convey fee title to the Site to Developer as Grantee at the Closing.

P. (§ 216)) Lower Income Household.

"**Lower Income Household"** shall mean a household whose gross income does not exceed the applicable low-income limit for Ventura County, adjusted for household size, as published annually by HCD or any successor agency, which is generally households at or below eighty percent (80%) of Area Median Income. Lower Income Households include Very Low Income Households and Extremely Low Income Households.

Q. (§ 217) Master AH Agreement.

The term "**Master AH Agreement**" shall mean the Master Affordable Housing Covenant

Agreement attached hereto as Exhibit No. 5 to be recorded against the Site concurrently with the Grant Deed which will run with the land and control the sale of the Residential Units to Qualified Buyers.

R. (§ 218) Master Fee Schedule.

The term "**Master Fee Schedule**" shall mean the fees payable by Developer based on the adopted Master Fee Schedule effective July 1, 2019, attached hereto as Attachment 7.

S. (§ 219) Memorandum of Understanding or MOU.

The term "**Memorandum of Understanding**" or "**MOU**" shall mean that certain Memorandum of Understanding dated May 14, 2024 between City and Developer.

T. (§ 220) Natural Hazard Disclosure Report or NHD Report.

The term "**Natural Hazard Disclosure Report**" or "**NHD Report**" shall mean a commercial natural hazard disclosure report issued by Disclosure Source pursuant to Section 409.2.

U. (§ 221) Project.

The term "**Project**" shall mean all of the improvements required to be constructed by Developer on the Site as described in the Scope of Development attached hereto as Attachment No. 2.

V. (§ 222) Project Budget.

The term **"Project Budget"** shall mean the budget for the Project attached as Exhibit 2A to the Scope of Development.

W. (§ 223) Qualified Buyer.

The term "**Qualified Buyer**" shall have the meaning set forth in the Master AH Agreement for the sale of the Residential Units to a Lower Income Household.

W. (§ 224) Release of Construction Covenants.

The term "**Release of Construction Covenants**" shall mean that document prepared in accordance with Section 513 of this Agreement, in the form attached as Attachment No. 6, which shall evidence that the construction and development of the improvements required by this Agreement have been satisfactorily completed.

X. (§ 225) Residential Unit.

The term "**Residential Unit**" shall mean and refer to each of the five (5) residential units in the Project, each of which is restricted to occupancy by this Agreement and the Master AH Agreement to a Qualified Buyer. "**Residential Units**" shall mean and refer collectively to each and every Residential Unit located on the Site.

Y. (§ 226) Site.

The term "**Site**" shall mean the real property legally described on Attachment No. 1.

Z. (§ 227) Site Map.

The Project shall be located upon the Site, which is within the City, as shown in the "**Site Map**" attached hereto as Attachment No. 1-A.

AA. (§ 228) SLA Approval Letter.

The term "**SLA Approval Letter**" shall mean an approval letter issued by California Department Housing and Community Development confirming the transfer of the Site to Developer complies with the SLA.

BB. (§ 229) Surplus Land Act or SLA

The term "**Surplus Land Act**" or "**SLA**" shall mean the Surplus Land Act as set forth in Government Code 54220 et seq.

CC. (§ 230) Title.

The term "**Title**" shall mean the fee title to the Site which shall be conveyed to Developer pursuant to the Grant Deed.

DD. (§ 231) Title Company.

The term "**Title Company**" shall mean Stewart Title of California, Inc.

EE. (§ 232) Ventura County Median Income

The term "**Ventura County Median Income**" shall be determined by reference to the regulations published by the California Department of Housing and Community Development pursuant to Health and Safety Code Section 50093, or its successor.

III. (§300) PARTIES TO THE AGREEMENT

A. (§301) City.

1. City. City is a municipal corporation authorized to the laws of the State of California. The office of City is located at 401 South Ventura Street, Ojai, California 93023. The term "**City**," as used in this Agreement shall mean City or any assignee of, or successor to, its rights, powers and responsibilities.

2. FIRPTA. City is not a "foreign person" within the parameters of the Foreign Investment in Real Property Tax Act ("**FIRPTA**") or any similar state statute, or is exempt from the provisions of FIRPTA or any similar state statute, or City has complied and will comply with all the requirements under FIRPTA or any similar state statute.

3. No Conflict. To best of its knowledge, City's execution, delivery and performance of its obligations set forth in this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

4. No Litigation. To City's actual knowledge, as of the Effective Date, there is no threatened or pending litigation against City challenging the validity of this Agreement or any of the actions proposed to be undertaken by City or Developer pursuant to this Agreement. "**Actual knowledge**," as used herein, shall not impose a duty of investigation, and shall be limited to the actual knowledge of City's employees and agents who have participated in the preparation of this Agreement and Developer's acquisition of the Site.

5. City's Participation Limited. City's participation in the Project is solely limited to contributing the City Financial Assistance and City is not participating in the Project as a developer or owner.

6. Homeowners' Association Requirement. Provided not required by California law, a homeowners' association shall not be required as part of the Project.

7. Resident Parking. Resident parking shall be assigned or unassigned as provided in the conditions of approval for the Project and set forth in the CC&Rs to be recorded on the Project.

8. Project Costs; City Fees. Developer shall be responsible for paying the base project processing fees for the Project, including both fixed fees and variable costs, as set forth in the Master Fee Schedule applicable to the Project. City shall waive any additional hourly, time-and-materials, or similar City staff processing fees identified in the Master Fee Schedule for pre-entitlement/concept review, entitlement processing, and building permit processing, including plan check fees, for the Project.

Developer shall be financially responsible for all Project design costs and studies, including architectural design, biological studies, geotechnical studies, engineering studies, and any other consultant reports, plans, studies, or design work required for the Project and agreed upon by and between City and Developer.

6. Termination of MOU and ENA. As of the Effective Date, the MOU and ENA are automatically terminated in their entirety.

B. (§302) Developer.

1. Identification. Developer is Habitat for Humanity, Ventura County, Inc., a California public benefit non-profit corporation, or its permitted transferee as described in Section 303.3. The principal office of Developer for the purposes of this Agreement is located at 1850 Eastman Avenue, Oxnard, CA 93030. Developer warrants and represents to City that Developer is and will be qualified to do business, is in good standing under the laws of the State of California, and has all requisite power to carry out Developer's business as now and whenever conducted and to enter into and perform Developer's obligations under this Agreement.

2. Successors and Assigns. Except as may be expressly provided herein below, all of the terms, covenants, and conditions of this Agreement shall be binding on, and shall inure to the benefit of, Developer and the permitted successors and assigns of Developer as to each portion of the Site. Wherever the term "**Developer**" is used herein, such term shall include any permitted successors and assigns of Developer as herein provided.

3. Qualifications. The qualifications and identity of Developer are of particular concern to City, and it is because of such qualifications and identity that City has entered into this Agreement with Developer. City has considered the experience, financial capability, and product being marketed by Developer, the Site location and characteristics, the public costs of acquiring and developing the Site and return on investment, and the product mix necessary to produce a Project. Based upon these considerations, City has imposed those restrictions on transfer set forth in this Agreement.

C. (§303) Restrictions on Transfer.

1. Transfer Defined. As used in this Section, the term "**Transfer**" shall include any assignment, hypothecation, mortgage, pledge, lease, conveyance, or encumbrance of this Agreement, the Site, or the improvements thereon, and conveyance of the Site from City to Developer or a public benefit non-profit corporation in which Developer (or its affiliate) is the administrative general partner, provided for in this Agreement. A Transfer shall also 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 Developer in the aggregate, taking all transfers into account on a cumulative basis.

2. Restrictions Prior to Completion. Prior to issuance of the Release of Construction Covenants, Developer shall not Transfer this Agreement or any of Developer's rights hereunder, or any interest in the Site or in the improvements thereon, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, which shall not be unreasonably withheld, and if so purported to be Transferred, the same shall be null and void. In considering whether it will grant approval to any Transfer by Developer of its interest in the Site before the issuance of the Release of Construction Covenants, which Transfer requires City approval, City shall consider factors such as (i) whether the completion or implementation of the Project is jeopardized; (ii) the financial strength and capability of the proposed assignee to perform Developer's obligations hereunder; and (iii) the proposed assignee's experience and expertise in the planning, financing, development, ownership, and operation of similar projects.

In the absence of a specific written agreement by City, prior to the issuance of a Release of Construction Covenants, no Transfer by Developer of all or any portion of its interest in the Site or this Agreement (including without limitation an assignment or transfer not requiring City approval hereunder) shall be deemed to relieve it or any successor party from any obligations under this Agreement with respect to the completion of the development of the Project with respect to that portion of the Site which is so transferred. In addition, no attempted assignment of any of Developer's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement, in a form approved by City, assuming such obligations.

3. Exceptions. The foregoing prohibition shall not apply to any of the following, all of which shall constitute "Permitted Transfers" and shall not require the prior consent of City:

a. The granting of easements or licenses to any appropriate governmental agency or utility or permits to facilitate the development and/or operation of the Site.

b. A sale or Transfer to a California public benefit non-profit corporation in which Developer, or an Affiliate of Developer, is a general partner. The term "**Affiliate**" shall mean (i) any entity in which Developer directly or indirectly owns or controls fifty percent (50%) or more

of the voting and/or membership interests or (ii) any entity in which the owner(s) of Developer directly or indirectly own or control fifty percent (50%) or more of the voting or membership interest.

4. Restrictions After Completion. Subsequent to the issuance of the Release of Construction Covenants, except as set forth in Section 303.3 above, Developer may not sell, Transfer, convey, hypothecate, assign or lease all or any portion of its interest in the Site without complying with any Transfer restrictions contained within the Grant Deed and the Master AH Agreement.

IV. (§400) ACQUISITION AND DISPOSITION OF THE SITE

A. (§401) Financing Milestones.

The parties acknowledge that Developer intends to finance the development, construction, and equipping costs for the Project with funds from a variety of sources, including, but not necessarily limited to, the Grants and funding sources identified on the Project Budget attached to the Scope of Development. Developer shall diligently apply for and pursue each funding source identified in the Project Budget at the earliest feasible opportunity, taking into account rules, requirements and scoring criteria applicable to each funding source. Not counting the City Financial Assistance to be provided pursuant to this Agreement, Developer shall demonstrate, to City's reasonable satisfaction by the dates set forth in the Schedule of Performance, that Developer has secured the Grants and all sums sufficient to provide for development of the Project in accordance with the Project Budget.

All funding sources for the Project (other than the Grants) shall be subject to City's prior approval, which approval shall not be unreasonably withheld. Any loan or other financing that will be secured by the Site prior to issuance of the Release of Construction Covenants shall be subject to City's prior written approval, which shall not be unreasonably withheld or delayed. In reviewing such financing, City may consider whether the financing is reasonably sufficient and appropriate to support completion of the Project, whether it is consistent with this Agreement and the Master AH Agreement, and whether it imposes any obligation or liability upon City.

B. (§402) Disposition of the Site and City Financial Assistance.

No later than the date set forth in the Schedule of Performance, City shall convey the Site to Developer pursuant to the Grant Deed. Developer shall accept the conveyance of the Site upon the terms and conditions set forth in the Grant Deed, the Master AH Agreement and this Agreement.

1. Purpose of Disposition. Developer agrees to develop the five (5) for sale residences to be sold to Lower Income Households.

2. Financial Assistance for Project.

(i) Project Costs. The total estimated cost of the Project is initially estimated to be Two Million, Six Hundred Six Thousand, One Hundred Eighty Dollars and Eight Cents ($2,606,180.08) as further described in the Project Budget. This estimate includes both the hard and soft costs of constructing the Project.

(ii) City Financial Assistance. City shall provide financial assistance as follows ("**City Financial Assistance**"):

1. **Donation.** Donation of the Property at Closing pursuant to this Agreement;

2. **Waiver.** Waiver of all City impact fees including, but not limited to, traffic mitigation fees, Quimby/park fees, and any other impact fees assessed for private development projects in the City. City agrees to cooperate with Developer in requesting other agencies who impose development impact fees under applicable law to waive or reduce such fees for this affordable housing project. Developer acknowledges that City cannot waive any fees imposed by other governmental agencies; and

3. **Certain Offsite Improvements**. City will be responsible for the cost of the stop sign and the painting of a cross-walk. Developer shall be responsible for the cost of all other offsite improvements for the Project.

(iii) Grant Funds. City shall be provided with copies of all Grant Documents. The Grant Loan Documents shall provide for construction disbursement controls in a method reasonably satisfactory to City which may include use of a third party construction disbursement control company licensed as a California escrow which entity shall be chosen by Developer subject to the approval of City or

C. (§404) Escrow.

Escrow shall be opened within the time specified in the Schedule of Performance. This Agreement shall constitute the joint Escrow instructions of City and Developer for the Site, and a duplicate original of this Agreement shall be delivered to the Escrow Agent upon the opening of Escrow. Escrow Agent is empowered to act under these instructions. City and Developer shall promptly prepare, execute, and deliver to the Escrow Agent such additional Escrow instructions consistent with the terms herein as shall be reasonably necessary. No provision of any additional Escrow instructions shall modify this document without specific written approval of the modifications by Developer and City.

D. (§405) Conditions to Close of Escrow for Acquisition by Developer.

1. Developer's Conditions to Closing. Developer's obligation to accept the Site and to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of Developer, be conditional and contingent upon the satisfaction, or waiver by Developer, of each and all of the following conditions (collectively, "**Developer's Conditions to Closing**") within the time provided in the Schedule of Performance:

a. Developer shall have approved the environmental condition of the Site as set forth in Section 502.6. Developer shall have received any and all approvals required under CEQA and NEPA (if required).

b. Title Company is committed to issue the Title Policy insuring title to the Site is vested in Developer subject to conditions and exceptions specified in Section 407.4.

c. City shall have deposited into Escrow certificates ("**FIRPTA Certificates**") in such form as may be required by the Internal Revenue service pursuant to Section 1445 of the Internal Revenue Code.

d. Developer shall have obtained financing commitments or other evidence of available funding for the development of the Site acceptable to Developer and sufficient to satisfy the requirements of Section 408, and any financing secured by the Site shall have been approved by City in accordance with Section 401.

e. City shall have deposited the executed Grant Deed into Escrow.

f. Developer shall have obtained from City all required approvals or permit ready letters, including site plan review, conditional use, subdivision, building, grading, landscaping, and others for development of the Site as the Project, including, without limitation, those set forth in Section 502.

g. Developer shall complete and deliver to Escrow a preliminary change of ownership form for Ventura county.

h. Developer shall have approved the physical and environmental condition of the Site and the Project.

i. City shall have deposited or caused to be deposited into Escrow all the documents required under Section 406.3.

Any waiver of the foregoing conditions must be express and in writing. In the event that the foregoing conditions have not been satisfied within the time provided therefor in the Schedule of Performance, either party may terminate this Agreement by delivering a written notice in accordance with Section 411.

2. City's Conditions to Closing. City's obligation to convey the Site and City's obligation to close Escrow hereunder, shall, in addition to any other conditions set forth herein in favor of City, be conditional and contingent upon the satisfaction, or waiver by City, of each and all of the following conditions (collectively, "**City's Conditions to Closing**") within the time provided in the Schedule of Performance:

a. Developer shall have obtained and provided to City evidence reasonably satisfactory to City Manager that Developer has sufficient committed or available funds to complete the Project in accordance with Section 408.

b. City has obtained SLA Approval Letter from HCD.

c. The CC&Rs have been recorded against the Site.

d. Title Company is committed to issue the Title Policy insuring title to the Site is vested in Developer subject to conditions and exceptions specified in Section 407.4.

e. Developer shall have timely submitted to City plans and drawings for all improvements to be constructed on the Site, including for site plan review, conditional use, building, grading, landscaping and other plans and drawings, as provided in Section 502 and all necessary plans shall have been reviewed or revised as required by Developer and City, and final. All approvals pursuant to CEQA and NEPA (if required) have been approved as final.

f. Developer shall not have made or attempted to make a Transfer in violation of Section 303.

g. Developer shall have deposited into Escrow the Master AH Agreement executed and acknowledged.

h. Developer has deposited the Acceptance of Grant Deed into Escrow to be attached to the Grant Deed prior to recordation.

i. Developer shall have deposited or caused to be deposited into Escrow all the documents required under Section 406.4.

Any waiver of the foregoing conditions must be express and in writing. In the event that Developer fails to satisfy City's foregoing conditions or defaults in the performance of its obligations hereunder, City may terminate this Escrow in accordance with Section 411.

3. Both Parties' Conditions to Closing. Prior to the Closing Date, Developer and City shall execute and deliver one or more certificates ("**Taxpayer ID Certificate**") in such form as may be required by the IRS pursuant to Section 6045 of the Internal Revenue Code, or the regulations issued pursuant thereto, certifying as to the description of the Site, date of closing, gross price, and taxpayer identification number for Developer and City. Prior to the Closing, Developer and City shall cause to be delivered to the Escrow Agent such other items, instruments and documents, and the parties shall take such further actions, as may be necessary or desirable in order to complete the Closing. At the Closing neither party shall be in breach of its obligations hereunder.

E. (§406) Conveyance of the Site.

1. Time for Conveyance. Escrow shall close after satisfaction of all conditions to close of Escrow, but not later than the date specified in the Schedule of Performance, unless extended by the mutual agreement of the parties or any Enforced Delay. Possession of the Site shall be delivered to Developer concurrently with the conveyance of title to Developer.

2. Escrow Agent to Advise of Costs. On or before the date set in the Schedule of Performance, the Escrow Agent shall advise City and Developer in writing of the fees, charges, and costs necessary to clear title and close Escrow, and of any documents which have not been provided by said party and which must be deposited in Escrow to permit timely Closing.

3. Deposits By City Prior to Closing. On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, City shall execute, acknowledge and deposit into Escrow (i) the Grant Deed; (ii) an estoppel certificate certifying that Developer has completed all acts, other than as specified, necessary for conveyance, if such be the fact; (iii) the Master AH Agreement; and (iv) payment to Escrow Agent of City's share of costs as determined by the Escrow Agent pursuant to Section 410.

4. Deposits By Developer Prior to Closing. On or before, but not later than 1:00 p.m. of the date set in the Schedule of Performance, Developer shall execute and acknowledge as may be required and deposit into Escrow: (i) the Master AH Agreement; (iii) an estoppel certificate certifying that City has completed all acts, other than as specified, necessary to conveyance, if such be the fact; (iii) the Acceptance of Grant Deed to be attached to the Grant Deed prior to recordation;

(iv) the preliminary change of ownership form; (v) the CC&Rs; and (vi) payment to Escrow Agent of Developer's share of costs as determined by the Escrow Agent pursuant to Section 410.

5. Recordation and Disbursement of Funds. Upon the completion by City and Developer of the deliveries and actions specified in these Escrow instructions precedent to Closing, the Escrow Agent shall be authorized to (i) buy, affix and cancel any documentary stamps and pay any transfer tax and recording fees, if required by law, and thereafter cause to be recorded in the appropriate records of Ventura County, California, in the following order: the Grant Deed (with the Certificate of Acceptance attached), the CC&Rs, the Master AH Agreement, and any other appropriate instruments delivered through this Escrow, if necessary or proper to, and provided that the fee title interest can, vest in Developer in accordance with the terms and provisions herein. Concurrent with recordation, Escrow Agent shall deliver the Title Policy to Developer insuring title and conforming to the requirements of Section 407. Following recordation, the Escrow Agent shall deliver copies of said instruments to Developer and City.

F. (§407) Title Matters.

1. Condition of Title. City shall convey to Developer fee title of the Site subject only to: (i) this Agreement, conditions in the Grant Deed and the Master AH Agreement; (ii) current taxes, a lien not yet payable; (iii) quasi-public utility, public alley and public street easements of record approved by Developer, which approval shall not be unreasonably withheld; (iv) the CC&Rs; and (v) covenants, conditions and restrictions, reciprocal easements, and other encumbrances and title exceptions approved by Developer. City shall convey title to Developer pursuant to the Grant Deed in the form set forth in Attachment No. 4.

2. City Not to Encumber Site. City hereby warrants to Developer that it has not and will not, from the Effective Date of this Agreement through close of Escrow, transfer, sell, hypothecate, lease, pledge, or otherwise encumber the Site without express written permission of Developer.

3. Approval of Title Exceptions. Prior to the date in the Schedule of Performance, City shall deliver a preliminary report for the Site, dated no earlier than the date of this Agreement, to Developer including copies of all documents referenced therein ("**Title Report**"). Prior to the date in the Schedule of Performance ("**Title Approval Date**"), Developer shall deliver to City written notice, with a copy to Escrow Agent, specifying in detail any exception disapproved and the reason therefor. Prior to the date in the Schedule of Performance, City shall deliver written notice to Developer as to whether City will or will not cure the disapproved exceptions. If City elects not to cure the disapproved exceptions, Developer may terminate this Agreement without any liability of City to Developer, or Developer may withdraw its earlier disapproval. If City elects to cure the disapproved exceptions, City shall do so on or before the close of Escrow. If, after the Title Approval Date, Developer receives a supplement to the Title Report from the Title Company setting forth any new matter of record encumbering the Site which was not set forth on the original Title Report (or any previous supplement thereto) and of which Developer was not otherwise aware as of the Title Approval Date ("**New Title Matter**"), Developer may, on or prior to 5:00 p.m. P.S.T. on the third (3rd) business day following Developer's receipt of notice of such New Title Matter ("**New Matter Approval Date**"), object to such New Title Matter by sending written notice thereof to City and Escrow Holder; provided, however, City shall remove any monetary liens which constitute New Title Matters regardless of whether Developer timely objects to such monetary liens. Developer's failure

to object in writing to any New Title Matter on or prior to the New Matter Approval Date shall be automatically deemed to be Developer's approval of such New Title Matter and such New Title Matter shall thereafter be deemed to be a permitted encumbrance. If Developer delivers written objection to any New Title Matter on or prior to the New Matter Approval Date applicable thereto, and City does not deliver as of 5:00 p.m. P.S.T. on the fifth (5^{th}) business day following the New Matter Approval Date ("**City Response Date**") written notice that City covenants and agrees to remove prior to the Closing such New Title Matter objected to by Developer, then Developer may terminate this Agreement by delivery of written notice thereof to City and Escrow Holder on or before 5:00 p.m. P.S.T. on the second (2nd) business day following the City Response Date ("**New Matter Termination Date**"). Developer's failure to terminate this Agreement in writing as a result of any New Title Matter on or prior to the New Matter Termination Date shall constitute Developer's waiver of its right to terminate this Agreement as a result of such New Title Matter.

4. Title Policy. At the Closing, Title Company shall issue to Developer an ALTA (non-extended) owner's policy of title insurance ("**Title Policy**") with title to the Site vested in Developer with an insured amount equal to the Fair Market Value, containing no exception to such title which has not been approved, waived or caused by Developer in accordance with this Section. The Title Policy shall include any available additional title insurance, extended coverage or endorsements that Developer has reasonably requested. City shall pay only for that portion of the title insurance premium attributable to the ALTA non-extended coverage and the amount of the Fair Market Value, and Developer shall pay for the premium for any additional title insurance, extended coverage or special endorsements.

(§408) Evidence of Financial Capability.

Within the time set forth in the Schedule of Performance, Developer shall submit to City's City Manager for approval evidence reasonably satisfactory to the City Manager that Developer has the financial capability necessary for development of the Project thereon pursuant to this Agreement. Such evidence of financial capability shall include all of the following:

1. Reliable cost estimates for Developer's total cost of developing the Project (including both "hard" and "soft" costs).

2. A complete copy of the construction loan commitment obtained by Developer to finance the development of the Project, or such other documentation reasonably satisfactory to the City Manager sufficient to demonstrate that Developer has adequate funds available and committed to finance the development of the Project.

3. A financial statement and/or other documentation reasonably satisfactory to the City Manager sufficient to demonstrate that Developer has adequate funds to build and complete the Project available and/or committed considering all sources specified in this Agreement and the proceeds of the construction loan commitment.

4. A copy of the proposed contract between Developer and its general contractor for all of the improvements required to be constructed by Developer hereunder, certified by Developer to be a true and correct copy thereof. The City Manager shall also have the right to review and approve any revisions that are made to the proposed contract after its approval by the City Manager which

would increase the amount of the contract by more than ten percent (10%) and/or substantially change other terms in the contract.

5. Documentation that Developer has secured adequate funds for the development of the Project in accordance with Section 401.

Developer covenants and agrees to take all action, furnish all information, give all consents, and pay all sums reasonably required to keep the construction loan commitment in full force and effect and shall comply in all material respects with all conditions thereof, and shall promptly execute, acknowledge and deliver all applications, credit applications and data, audited financial statements, and documents in connection therewith.

G. (§409) Condition of Site.

1. Site Assessment and Remediation. Developer shall be responsible for conducting assessments of the Site and for any required remediation if Developer accepts the Site pursuant to the terms of this Agreement. City shall be entitled to review any remedial workplan prepared for the Site. City is conveying the property in an "AS-IS" condition and shall not be responsible for any Hazardous Materials on the Site. City is conveying the Site solely to accommodate the Project and, therefore, Developer understands that the provisions of this Section 409 are material to City's entering into this Agreement.

2. Natural Hazard Disclosure Report. Within five (5) days of Opening of Escrow, Escrow Agent shall order the Natural Hazard Disclosure Report from Disclosure Source which shall be delivered to Developer.

3. Disclaimer of Warranties. Upon the Close of Escrow, Developer shall accept the Site in its "AS-IS" condition and shall be responsible for any defects in the Site, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Site and the existence of any contamination, Hazardous Materials, vaults, debris, pipelines, abandoned wells or other structures located on, under or about the Site. City makes no representation or warranty concerning the physical, geotechnical or other condition of the Site, the suitability of the Site for the Project, or the present use of the Site, and specifically disclaims all representations or warranties of any nature concerning the Site made by City or its employees, agents and representatives. The foregoing disclaimer includes, without limitation, hazardous materials, topography, climate, air, water rights, utilities, present and future zoning, soil, subsoil, the purpose for which the Site is suited, or drainage. Moreover, City makes no representation or warranty concerning the compaction of soil upon the Site, nor of the suitability of the soil for construction.

4. Right to Enter Site; Indemnification. Developer shall indemnify, defend, and hold City harmless from and against any claims, injuries or damages arising out of or involving any such entry or activity as provided in Section 505. Any such activity shall be undertaken only after securing any necessary permits from the appropriate governmental agencies and providing City with certificates of insurance evidencing the coverages required in Section 506.

5. Hazardous Materials. Developer understands and specifically agrees that in the event Developer incurs any loss or liability concerning Hazardous Materials (as hereinafter defined) and/or oil wells and/or underground storage tanks and/or pipelines whether attributable to events occurring prior to or following the Closing, then Developer may look to current or prior owners of

the Site, but under no circumstances shall Developer look to City for any liability or indemnification regarding Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines. Developer, and each of the entities constituting Developer, if any, from and after the Closing, hereby waives, releases, remises, acquits and forever discharges City, their directors, officers, employees, and agents, and their respective heirs, successors, personal representatives and assigns, of and from any and all Environmental Claims, Environmental Cleanup Liability and Environmental Compliance Costs, as those terms are defined below, and from any and all actions, suits, legal or administrative orders or proceedings, demands, actual damages, punitive damages, loss, costs, liabilities and expenses, which concern or in any way relate to the physical or environmental conditions of the Site, the existence of any Hazardous Material thereon, or the release or threatened release of Hazardous Materials therefrom, whether existing prior to, at or after the Closing. It is the intention of the parties pursuant to this release that any and all responsibilities and obligations of City, and any and all rights, claims, rights of action, causes of action, demands or legal rights of any kind of Developer, its successors, assigns or any affiliated entity of Developer, against City arising by virtue of the physical or environmental condition of the Site, the existence of any Hazardous Materials thereon, or any release or threatened release of Hazardous Material therefrom, whether existing prior to, at or after the Closing, are by this Release provision declared null and void and of no present or future force and effect as to the parties; provided, however, that no parties other than the Indemnified Parties (defined below) shall be deemed third party beneficiaries of such release. **In connection therewith, Developer and each of the entities constituting Developer, expressly agree to waive any and all rights which said party may have under Section 1542 of the California Civil Code which provides as follows:**

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

DEVELOPER'S INITIALS: __ CITY'S INITIALS: __

For purposes of this Section 409, the following terms shall have the following meanings:

a. "Environmental Claim" means any claim for personal injury, death and/or property damage made, asserted, or prosecuted by or on behalf of any third party, including, without limitation, any governmental entity, relating to the Site or its operations and arising or alleged to arise under any Environmental Law.

b. "Environmental Cleanup Liability" means any cost or expense of any nature whatsoever incurred to contain, remove, remedy, clean up, or abate any contamination or any Hazardous Materials on or under all or any part of the Site, including the ground water thereunder, including, without limitation, (A) any direct costs or expenses for investigation, study, assessment, legal representation, cost recovery by governmental agencies, or ongoing monitoring in connection therewith and (B) any cost, expense, loss or damage incurred with respect to the Site or its operation as a result of actions or measures necessary to implement or effectuate any such containment, removal, remediation, treatment, cleanup or abatement.

c. "Environmental Compliance Cost" means any cost or expense of any nature whatsoever necessary to enable the Site to comply with all applicable Environmental Laws in effect. "Environmental Compliance Cost" shall include all costs necessary to demonstrate that the Site is capable of such compliance.

d. "Environmental Law" means any federal, state or local statute, ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions of permits, licenses and other operating authorizations relating to (A) pollution or protection of the environment, including natural resources, (B) exposure of persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (C) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical sub-stances from industrial or commercial activities, or (D) regulation of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, transportation, handling, storage and disposal.

e. "Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental City, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is: (A) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (B) defined as a "hazardous waste" or "extremely hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (C) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (D) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under Sections 25501(n)(1)-(2)of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (E) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (F) "used oil" as defined under Section 25250.1 of the California Health and Safety Code; (G) asbestos; (H) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (I) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (J) designated as a "toxic pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317; (K) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.* (42 U.S.C. § 6903); (L) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.* (42 U.S.C. § 9601); (M) defined as "Hazardous Material" pursuant to the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 *et seq*.; or (N) defined as such or regulated by any "Superfund" or "Superlien" law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time here-after, in effect.

Notwithstanding any other provision of this Agreement, Developer's release as set forth in the provisions of this Section, as well as all provisions of this Section, shall survive the termination of this Agreement and shall continue in perpetuity, with respect to any act or omission of Developer (its employees, persons, invitees, agents, assignees, contractors, subcontractors) related to the Site and/or the Project.

H. (§410) <u>Costs of Escrow.</u>

1. Allocation of Costs. Escrow Agent is directed to allocate costs as follows: Developer shall pay the cost of the Title Policy, any documentary transfer taxes as well as any recording fees in connection with the recordation of all documents. Developer and City shall each pay one-half (1/2) of all Escrow and similar fees, except that if one party defaults under this Agreement, the defaulting party shall pay all Escrow fees and charges as well as any title cancellation fees. Subject to Section 806, each party shall pay its own attorneys' fees for entering into this Agreement.

2. Proration and Adjustments. Ad valorem taxes and assessments on the Site and insurance for the current year shall be prorated by the Escrow Agent as of the date of Closing with City responsible for those levied, assessed, or imposed prior to Closing and Developer responsible for those after Closing. If the actual taxes are not known at the date of Closing, the proration shall be based upon the most current tax figures. When the actual taxes for the year of Closing become known, Developer and City shall, within thirty (30) days thereafter, re-prorate the taxes in cash between the parties.

3. Extraordinary Services of Escrow Agent. It is understood that Escrow fees and charges contemplated by this Agreement incorporate only the ordinary services of the Escrow Agent as listed in these instructions. In the event that the Escrow Agent renders any service not provided for in this Agreement or that there is any assignment of any interest in the subject matter of this Escrow or that any controversy arises hereunder, or that the Escrow Agent is made a party to, or reasonably intervenes in, any litigation pertaining to this Escrow or the subject matter thereof, then the Escrow Agent shall be reasonably compensated for such extraordinary services and reimbursed for all costs and expenses occasioned by such default, controversy or litigation.

4. Escrow Agent's Right to Retain Documents. Escrow Agent shall have the right to retain all documents and/or other things of value at any time held by it hereunder until such compensation, fees, costs and expenses shall be paid. The parties jointly and severally promise to pay such sums upon demand.

I. (§411) Termination of Escrow.

1. Termination. Escrow may be terminated by demand of either party which then shall have fully performed its obligations hereunder required to be performed by the date of such demand if:

a. The Conditions to Closing have not occurred or have not been approved, disapproved, or waived as the case may be, by the approving party by the date established herein for the occurrence of such Condition, including any grace period pursuant to this Section; or

b. Either party is in breach of the terms and conditions of this Agreement after the expiration of any applicable notice and cure periods; or

c. Either party has been granted such right expressly in this Agreement, including, but not limited to, the right to terminate pursuant to Section 407.

In the event of the foregoing, the terminating party may, in writing, demand return of its money, papers, or documents from the Escrow Agent and shall deliver a copy of such demand to the non-terminating party. No demand shall be recognized by the Escrow Agent until fifteen (15) days

after the Escrow Agent shall have mailed copies of such demand to the non-terminating party, and if no objections are raised in writing to the terminating party and the Escrow Agent by the non-terminating party within the fifteen (15) day period. In the event of such objections, the opportunity to cure shall be provided as stated below in subsection 2 of this Section. In addition, the Escrow Agent is authorized to hold all money, papers, and documents until instructed in writing by both Developer and City or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the Escrow shall be closed as soon as possible and neither party shall have any further liability to the other.

2. Opportunity to Cure. Prior to Closing, in the event any of the Conditions to Closing are not satisfied or waived by the party with the power to approve said Conditions ("**Approving Party**"), then such party shall explain in writing to the other party ("**Non-approving Party**") the reason for the disapproval. Thereafter, the Non-approving Party shall have an additional thirty (30) days (or such shorter period as may be necessitated to meet deadlines associated with the Tax Credits) ("**Cure Period**") to satisfy any such Condition to Closing, and only if such Conditions still cannot be satisfied may the Approving Party terminate the Escrow. In the event Escrow is not in a condition to close because of a default by any party, and the performing party has made demand as stated in subsection 1 of this Section, then upon the non-performing party's delivering its objection to Escrow Agent and the performing party within the Cure Period, the non-performing party shall have the right to cure the default in accordance with and in the time provided in Section 801.

3. Other Duties upon Termination. Upon termination of Escrow pursuant to this Section for any reason, the Parties shall have the following duties and obligations in addition to any others described above:

a. In the event such termination is due to the default of Developer, then subject to the rights and consents of the third party authors, all non-privileged and non-proprietary plans, drawings, specifications, reports, and other documents prepared by Developer or Developer's contractors or vendors shall become the property of City and shall be delivered to City, without representation or warranty, by Developer within ten (10) days of receipt of notice from City.

b. In the event such termination is due to the default of City, Developer shall be entitled to terminate this Agreement, and Developer shall not be entitled to any damages of any kind; provided, however, City shall reimburse Developer for reasonable Project costs,, incurred prior to such termination, but not yet paid as of termination.

J. (§412) Responsibility of Escrow Agent.

1. Deposit of Funds. In accordance with Section 404 and provided Developer provides all information required by Escrow Agent, all funds received in Escrow shall be deposited by the Escrow Agent in a federally insured special interest-bearing Escrow account with any state or national bank doing business in the State of California and may not be combined with other Escrow funds of Escrow Agent or transferred to any other general Escrow account or accounts.

2. Notices. All communications from the Escrow Agent shall be directed to the addresses and in the manner provided in Section 901 of this Agreement for notices, demands and communications between City and Developer.

3. Sufficiency of Documents. The Escrow Agent is not to be concerned with the sufficiency, validity, correctness of form, or content of any document prepared outside of Escrow and delivered to Escrow. The sole duty of the Escrow Agent is to accept such documents and follow Developer's and City's instructions for their use.

4. Exculpation of Escrow Agent. The Escrow Agent shall in no case or event be liable for the failure of any of the Conditions to Closing of this Escrow, or for forgeries or false personation, unless such liability or damage is the result of negligence or willful misconduct by the Escrow Agent.

5. Responsibilities in the Event of Controversies. If any controversy documented in writing arises between Developer and City or with any third party with respect to the subject matter of this Escrow or its terms or conditions, the Escrow Agent shall not be required to determine the same, to return any money, papers or documents, or take any action regarding the Site prior to settlement of the controversy by a final decision of a court of competent jurisdiction or written agreement of the parties to the controversy. The Escrow Agent shall be responsible for timely notifying Developer and City of the controversy. In the event of such a controversy, the Escrow Agent shall not be liable for interest or damage costs resulting from failure to timely close Escrow or take any other action unless such controversy has been caused by the failure of the Escrow Agent to perform its responsibilities hereunder.

V. (§500) DEVELOPMENT OF THE SITE.

A. (§501) Scope of Development.

The Site shall be developed by Developer as provided in the Scope of Development, the Master AH Agreement, and the plans and permits approved by City and City pursuant to Section 502. Developer shall commence and diligently prosecute the Project to completion within the time provided and otherwise in strict compliance with this Agreement. Construction of the Project shall commence as specified in the Schedule of Performance.

B. (§502) Development Plans, Final Building Plans and Environmental Review.

1. Proposed Development's Consistency With Plan and Codes. Developer shall obtain all entitlements at its own cost for approval of the Project. City warrants and represents that the City's General Plan and Zoning Ordinance permit Developer's proposed development, and construction, operation, and use of the Site as provided in this Agreement including, without limitation, the Scope of Development, subject only to (i) those development approvals yet to be obtained, including, if necessary, proposed General Plan and Zoning Ordinance amendments, Site Plan Review and subdivision approval (if required), and (ii) City's and City's review and approval of the Project in accordance with the California Environmental Quality Act; provided that it is expressly understood by the parties hereto that City makes no representations or warranties with respect to approvals required by any other governmental entity or with respect to approvals hereinafter required from City and City, City and City reserving full police power City over the Project. Nothing in this Agreement shall be deemed to be a prejudgment or commitment with respect to such items, nor a guarantee that such approvals or permits will be issued within any particular time or with or without any particular conditions.

2. Evolution of Development Plan. Concurrently with the approval of this Agreement, City has reviewed Developer's Basic Concept Drawings. On or before the date set forth in the Schedule of Performance, Developer shall submit to City preliminary, and thereafter final, drawings and specifications for development of the Site and each Site thereof in accordance with the Scope of Development, and all in accordance with City's requirements. The term preliminary and final drawings shall be deemed to include site plans, building plans and elevations, grading plans, if applicable, landscaping plans, parking plans, signage, a description of structural, mechanical, and electrical systems, and all other plans, drawings and specifications. Final drawings will be in sufficient detail to obtain a building permit. Said plans, drawings and specifications shall be consistent with the Scope of Development and the various development approvals referenced hereinabove, except as such items may be amended by City (if applicable) and by mutual consent of City and Developer. Plans (concept, preliminary and construction) shall be progressively more detailed and will be approved if a logical evolution of plans, drawings or specifications previously approved. Plans in sufficient detail to obtain all discretionary land use approvals, including for site plan approval, conditional use permit (if applicable), and other actions requiring Planning Commission approval, shall be submitted and processed concurrently for the Site.

3. Developer Efforts to Obtain Approvals. Developer shall exercise its commercially reasonable efforts to timely submit all documents and information necessary to obtain all development and building approvals from City in a timely manner. Not by way of limitation of the foregoing, in developing and constructing the Project, Developer shall comply with all applicable development standards in City's Municipal Code and shall comply with all building code, landscaping, signage, and parking requirements, except as may be permitted through approved variances and modifications.

4. City Assistance. Subject to Developer's compliance with (i) the applicable City and City development standards for the Site, and (ii) all applicable laws and regulations governing such matters as public hearings, site plan review and environmental review, City agrees to provide reasonable assistance to Developer, at no cost to City, in the processing of Developer's submittals required under this Section. City or City's failure to provide necessary approvals or permits within such time periods, after and despite Developer's reasonable efforts to submit the documents and information necessary to obtain the same, shall constitute an Enforced Delay.

5. Disapproval. City shall approve or disapprove any submittal made by Developer pursuant to this Section within thirty (30) days after such submittal. All submittals made by Developer will note the 30-day time limit, and specifically reference this Agreement and this Section. Any disapproval shall state in writing the reason for the disapproval and the changes which City requests be made. City's failure to disapprove the submittal within thirty (30) days shall be deemed an approval of the submittal. Developer shall make the required changes and revisions which would not materially impact the economic feasibility of the Project and resubmit for approval as soon as is reasonably practicable but no more than thirty (30) days after the date of disapproval. Thereafter, City shall have an additional thirty (30) days for review of the resubmittal, but if City disapproves the resubmittal, then the cycle shall repeat, until City's approval has been obtained. The foregoing time periods may be shortened if so specified in the Schedule of Performance.

6. CEQA. The term "**Environmental Review**" shall mean the investigation and analysis of the Project's impacts on the environment as may be required under the California Environmental Quality Act ("**CEQA**"), Public Resources Code §21000, et seq., and the National Environmental Policy Act

(42 U.S.C. §4321 *et seq*., "**NEPA**") if required, or of the Project's impacts on any species of plant or animal listed as a species of concern, a threatened species, or an endangered species as may be required by the California Endangered Species Act ("**CESA**"), Fish and Game Code §2050, et seq., and/or the U.S. Endangered Species Act ("**USESA**"), 16 U.S.C. §1531, et seq., or other applicable California or federal law or regulation. Pursuant to the Class 32 "in-fill" categorical exemption (CEQA Guideline Section 15332), this Project is exempt from environmental review, because the project is defined as an in-fill development project, located on no more than five acres, has no native vegetation or watercourses present on site, can be adequately served by all required utilities and public services, and the existing street network has adequate capacity to accommodate the anticipated traffic from the proposed Project.

C. (§503) Developer Responsibilities During Construction.

The cost of constructing all of the improvements required to be constructed for the Project shall be borne by Developer. The parties do not believe that the Project would be considered to be a "public work" "paid for in whole or in part out of public funds," as described in California Labor Code Section 1720. No party hereto shall take any action that would reasonably cause the Project to become subject to prevailing wages. Notwithstanding the foregoing, to the extent that (contrary to the parties' intent), Developer is required to or is determined to be responsible to pay prevailing wages for the Project, Developer shall defend and hold City and City harmless from and against any all increase in construction costs, or other liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of any action or determination that any portion of the Project is subject to payment of prevailing wages. This Section shall survive termination of the Agreement.

In addition, in developing the Site, Developer shall take actions as City shall reasonably require to minimize the impact of construction and airborne debris on nearby property.

D. (§504) Schedule of Performance; Progress Reports.

Subject to Section 903, Developer shall begin and complete all plans, reviews, construction and development specified in the Scope of Development within the times specified in the Schedule of Performance or such reasonable extensions of said dates as may be mutually approved in writing by the parties.

Once construction is commenced, it shall be diligently pursued to completion, and shall not be abandoned for more than thirty (30) consecutive days, except when due to an Enforced Delay, as defined in Section 903. Developer shall keep City informed of the progress of construction and shall submit monthly written reports of the progress of the construction to City in the form required by City.

E. (§505) Indemnification During Construction.

During the periods of construction on the Site and until such time as City has issued a Release of Construction Covenants with respect to the construction of the improvements thereon, Developer agrees to and shall indemnify and hold City harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or

to the property of any person which shall occur on the Site and which shall be directly or indirectly caused by any acts done thereon or any errors or omissions of Developer or its agents, servants, employees, or contractors. Developer shall not be responsible for (and such indemnity shall not apply to) any acts, errors, or omissions of City or its respective agents, servants, employees, or contractors. City shall not be responsible for any acts, errors, or omissions of any person or entity except City and their respective agents, servants, employees, or contractors, subject to any and all statutory and other immunities. The provisions of this Section shall survive the termination of this Agreement.

F. (§506) Insurance.

Except as provided in this Section, prior to the entry by Developer on the Site pursuant to Sections 409.3 and prior to the commencement of any demolition work and/or construction by Developer on the Project, Developer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of such entry or construction, the following policies of insurance, as applicable:

1. Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence and TWO MILLION DOLLARS ($2,000,000.00) in the aggregate.

2. 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 Developer, against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Developer in the course of carrying out the work or services contemplated in this Agreement.

3. Automobile Insurance. A policy of automobile liability insurance written on a per accident basis in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) combined single limit per accident for bodily injury and property damage covering owned (if applicable), leased, hired, and non-owned vehicles.

4. Builder's Risk Insurance. A policy of "Builder's Risk" insurance covering the full replacement value of all of the improvements to be constructed by Developer pursuant to this Agreement plus Developer's personal property and equipment. Developer shall procure the builder's risk insurance policy prior to commencing construction.

All of the above policies of insurance, except the Builder's Risk Insurance, shall be primary insurance and shall name City, and its officers, employees, and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against City, and its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled without providing thirty (30) days prior written notice to City and Developer. In the event any of said policies of insurance are cancelled, Developer shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the City Manager. No work or services under this Agreement shall commence until Developer has provided City with Certificates of Insurance or appropriate insurance binders

evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

The policies of 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.

Developer shall provide in all contracts with contractors, subcontractors, architects, and engineers that said contractor, subcontractor, architect, or engineer shall maintain (if applicable) the same policies of insurance required to be maintained by Developer pursuant to this Section, unless waived or modified by the Risk Manager.

Developer agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Developer may be held responsible for the payment of damages to any persons or property resulting from Developer's activities or the activities of any person or persons for which Developer is otherwise responsible.

G. (§507) <u>City and Other Governmental City Permits.</u>

Before commencement of construction or development of any buildings, structures, or other works of improvement upon the Site which are Developer's responsibility under the applicable Scope of Development, Developer shall at his own expense secure or cause to be secured any and all permits which may be required by City or any other governmental agency affected by such construction, development or work. Developer shall not be obligated to construct if any permit is not issued. If there is delay beyond the usual time for obtaining any such permits due to no fault of Developer, the Schedule of Performance shall be extended to the extent such delay prevents any action which could not legally or would not in accordance with good business practices be expected to occur before such permit was obtained. Except as otherwise provided in this Agreement, Developer shall pay all normal and customary fees and charges applicable to such permits and any fees or charges hereafter imposed by City which are standard for and uniformly applied to similar projects in the City.

H. (§508) <u>Rights of Access.</u>

Representatives of City shall have the reasonable right to access the Site upon reasonable prior notice without charges or fees, at any time during normal construction hours during the period of construction and upon reasonable notice to Developer, for the purpose of assuring compliance with this Agreement, including but not limited to the inspection of the construction work being performed by or on behalf of Developer. Such representatives of City shall be those who are so identified in writing by the City Manager of City. Each such representative of City shall identify himself or herself at the job site office upon his or her entrance to the Site, and shall provide Developer, or the construction superintendent or similar person in charge on the Site, a reasonable opportunity to have a representative accompany him or her during the inspection. City shall indemnify, defend, and hold Developer harmless from any injury or property damage caused or liability arising out of City's exercise of this right of access.

I. (§509) <u>Applicable Laws.</u>

Developer shall carry out the construction of the improvements to be constructed by Developer in conformity with all applicable laws, including all applicable federal and state labor laws.

J. (§510) Nondiscrimination During Construction.

Developer, for itself and its successors and assigns, agrees that in the construction of the improvements to be constructed by Developer, it shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

K. (§511) Taxes, Assessments, Encumbrances and Liens.

Developer shall pay, prior to delinquency, all real estate taxes and assessments assessed or levied subsequent to conveyance of title of the Site. Until the date Developer is entitled to the issuance by City of a Release of Construction Covenants, Developer shall not place or allow to be placed thereon any mortgage, trust deed, encumbrance or lien (except mechanic's liens prior to suit to foreclose the same being filed) prohibited by this Agreement. Developer shall remove or have removed any levy or attachment made on the Site, or assure the satisfaction thereof, within a reasonable time, but in any event prior to a sale thereunder. Nothing herein contained shall be deemed to prohibit Developer from contesting the validity or amounts of any tax, assessment, encumbrance or lien, or to limit the remedies available to Developer in respect thereto.

L. (§512) Rights of Holders of Approved Security Interests in Site.

1. Definitions. As used in this Section, the term "mortgage" shall include any mortgage, whether a leasehold mortgage or otherwise, deed of trust, or other security interest, or sale and lease-back, or any other form of conveyance for financing. The term "holder" shall include the holder of any such mortgage, deed of trust, or other security interest, or the lessor under a lease-back, or the grantee under any other conveyance for financing.

2. No Encumbrances Except Mortgages to Finance the Project. Notwithstanding the restrictions on transfer in Section 303, mortgages required for any reasonable method of financing of the development and/or construction of the improvements are permitted before issuance of a Release of Construction Covenants but only for the purpose of securing loans of funds used or to be used for the construction and development of improvements on the Site, and for any other expenditures necessary and appropriate to develop the Site under this Agreement, or for restructuring or refinancing any for same, so long as the refinancing does not exceed the then outstanding balance of the existing financing, including any additional costs for completion of construction, whether direct or indirect, based upon the estimates of architects and/or contractors. Developer (or any entity permitted to acquire title under this Section) shall notify City in advance of any mortgage, if Developer or such entity proposes to enter into the same before issuance of the Release of Construction Covenants. Developer or such entity shall not enter into any such conveyance for financing without the prior written approval of City, which shall not be unreasonably withheld, conditioned, or delayed. Any lender approved by City pursuant to this Section shall not be bound by any amendment, implementation, or modification to this Agreement subsequent to its approval without such lender giving its prior written consent thereto. In any event, Developer shall promptly notify City of any mortgage, encumbrance, or lien that has been created or attached thereto prior to issuance of a Release of Construction Covenants, whether by voluntary act of Developer or otherwise.

3. Developer's Breach Not to Defeat Mortgage Lien. Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage made in good faith and for value as to the Site, or any part thereof or interest therein, but unless otherwise provided herein, the terms, conditions, covenants, restrictions, easements, and reservations of this Agreement shall be binding and effective against the holder of any such mortgage of the Site whose interest is acquired by foreclosure, trustee's sale or otherwise.

4. Holder Not Obligated to Construct or Complete Improvements. The holder of any mortgage shall in no way be obligated by the provisions of this Agreement to construct or complete the improvements or to guarantee such construction or completion.

5. Notice of Default to Holders of Mortgages, Deed of Trust or other Security Interest. Whenever City shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, City shall at the same time deliver a copy of such notice or demand to each holder of record of any mortgage who has previously made a written request to City therefor, or to the representative of such lender as may be identified in such a written request by the lender. No notice of default shall be effective as to the holder unless such notice is given.

6. Right to Cure. Each holder (insofar as the rights of City are concerned) shall have the right, at its option, within ninety (90) days after the receipt of the notice, to:

a. obtain possession, if necessary, and to commence and diligently pursue said cure until the same is completed, and

b. add the cost of said cure to the security interest debt and the lien or obligation on its security interest;

provided that in the case of a default which cannot with diligence be remedied or cured within such ninety (90) day period, such holder shall have additional time as reasonably necessary to remedy or cure such default.

In the event there is more than one such holder, the right to cure or remedy a breach or default of Developer under this Section shall be exercised by the holder first in priority or as the holders may otherwise agree among themselves, but there shall be only one exercise of such right to cure and remedy a breach or default of Developer under this Section.

No holder shall undertake or continue the construction or completion of the improvements (beyond the extent necessary to preserve or protect the improvements or construction already made) without first submitting evidence satisfactory to City that it has the qualifications and financial responsibility necessary to construct and complete the improvements and enter into an agreement with City with respect to the obligations hereunder. Any holder properly completing such improvements shall be entitled, upon written request made to City, to a Release of Construction Covenants from City.

7. City's Rights upon Failure of Holder to Complete Improvements. In any case where one hundred eighty (180) days after default by Developer in completion of construction of improvements under this Agreement, the holder of any mortgage creating a lien or encumbrance upon the Site or improvements thereon has not exercised the option to construct afforded in this Section or if it has exercised such option and has not proceeded diligently with construction, City may, after

ninety (90) days' notice to such holder and if such holder has not exercised such option to construct within said ninety (90) day period, purchase the mortgage, upon payment to the holder of an amount equal to the sum of the following:

a. The unpaid mortgage debt plus any accrued and unpaid interest (less all appropriate credits, including those resulting from any income received during foreclosure proceedings, if applicable);

b. All expenses incurred by the holder with respect to foreclosure, if any;

c. The net expenses (exclusive of general overhead), incurred by the holder as a direct result of the ownership or management of the Site, such as insurance premiums or real estate taxes, if any;

d. The costs of any improvements made by such holder, if any; and

e. An amount equivalent to the interest that would have accrued on the aggregate of such amounts had all such amounts become part of the mortgage debt and such debt had continued in existence to the date of payment by City.

In the event that the holder does not exercise its option to construct afforded in this Section, and City elects not to purchase the mortgage of holder, upon written request by the holder to City, City agrees to use reasonable efforts to assist the holder selling the holder's interest to a qualified and responsible party or parties (as determined by City). The proceeds of such a sale shall be applied first to the holder of those items specified in subparagraphs a. through e. hereinabove, and any balance remaining thereafter shall be applied as follows:

(1) First, to reimburse City, on its own behalf and on behalf of City, for all costs and expenses actually and reasonably incurred by City, including but not limited to payroll expenses, management expenses, legal expenses, and others.

(2) Second, to reimburse City, on its own behalf and on behalf of City, for all payments made by City to discharge any other encumbrances or liens on the Site or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of Developer, its successors or transferees.

(3) Third, to reimburse City, on its own behalf and on behalf of City, for all costs and expenses actually and reasonably incurred by City, in connection with its efforts assisting the holder in selling the holder's interest in accordance with this Section.

(4) Fourth, any balance remaining thereafter shall be paid to Developer.

8. Right of City to Cure Mortgage, Deed of Trust or Other Security Interest Default. In the event of a default or breach by Developer (or entity permitted to acquire title under this Section) of a mortgage prior to the issuance by City of a Release of Construction Covenants for the Site or portions thereof covered by said mortgage, and the holder of any such mortgage has not exercised its option to complete the development, City may cure the default prior to completion of any foreclosure. In such event, City shall be entitled to reimbursement from Developer or other entity

of all costs and expenses incurred by City in curing the default, to the extent permitted by law, as if such holder initiated such claim for reimbursement, including legal costs and attorneys' fees, which right of reimbursement shall be secured by a lien upon the Site to the extent of such costs and disbursements. Any such lien shall be subject to:

a. Any mortgage for financing permitted by this Agreement; and

b. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages for financing;

provided, that nothing herein shall be deemed to impose upon City any affirmative obligations (by the payment of money, construction or otherwise) with respect to the Site in the event of its enforcement of its lien.

9. Right of City to Satisfy Other Liens on the Site After Conveyance of Title. After the conveyance of title and prior to the recordation of a Release of Construction Covenants for construction and development, and after Developer has had a reasonable time to challenge, cure, or satisfy any liens or encumbrances on the Site or any portion thereof, City shall have the right to satisfy any such liens or encumbrances; provided, however, that nothing in this Agreement shall require Developer to pay or make provision for the payment of any tax, assessment, lien or charge so long as Developer in good faith shall contest the validity or amount thereof, and so long as such delay in payment shall not subject the Site or any portion thereof to forfeiture or sale.

M. (§513) Release of Construction Covenants.

Upon the completion of all construction required to be completed by Developer on the Site, City shall furnish Developer with a Release of Construction Covenants for the Site in the form attached hereto as Attachment No. 6 upon written request therefor by Developer. The Release of Construction Covenants shall be executed and notarized so as to permit it to be recorded in the office of the Recorder of Ventura County. A Release of Construction Covenants shall be, and shall state that it constitutes, conclusive determination of satisfactory completion of the construction and development of the improvements required by this Agreement upon the Site and of full compliance with the terms of this Agreement with respect thereto. A partial Release of Construction Covenants applicable to less than the entire Site shall not be permitted.

After the issuance of a Release of Construction Covenants, any party then owning or thereafter purchasing, leasing or otherwise acquiring any interest in the Site shall not (because of such ownership, purchase, lease, or acquisition) incur any obligation or liability under this Agreement with respect to the Site, except that such party shall be bound by the covenants, encumbrances, and easements contained in the Deed and the Master AH Agreement attached hereto. After issuance of a Release of Construction Covenants, City shall not have any rights or remedies under this Agreement with respect to the Site, except as otherwise set forth or incorporated in the Deed or the Master AH Agreement.

City shall not unreasonably withhold a Release of Construction Covenants. If City refuses or fails to furnish a Release of Construction Covenants within thirty (30) days after written request from Developer or any entity entitled thereto, City shall provide a written statement of the detailed reasons City refused or failed to furnish a Release of Construction Covenants. The statement shall also contain City's opinion of the action Developer must take to obtain a Release of Construction Covenants. If

the reason for such refusal is confined to the immediate availability of specific items or materials for landscaping, or other minor so-called "punch list" items, City will issue its Release of Construction Covenants upon the posting of a bond in an amount representing one hundred twenty five (125%) of the fair value of the work not yet completed or other assurance reasonably satisfactory to City.

A Release of Construction Covenants shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage securing money loaned to finance the improvements, or any part thereof. Such Release of Construction Covenants is not notice of completion as referred to in the California Civil Code Section 3093. Nothing herein shall prevent or affect Developer's right to obtain a Certificate of Occupancy from City before the Release of Construction Covenants is issued.

N. (§514) Estoppels.

No later than fifteen (15) days after the request of Developer or any holder of a mortgage or deed of trust, City shall, from time to time and upon the request of such holder, execute and deliver to Developer or such holder a written statement of City that no default or breach exists (or would exist with the passage of time, or giving of notice or both) by Developer under this Agreement, if such be the determination of City, and certifying as to whether or not Developer has at the date of such certification complied with any obligation of Developer hereunder as to which such holder may inquire. The form of any estoppel letter shall be prepared by the holder or Developer and shall be at no cost to City.

VI. (§600) USES AND MAINTENANCE OF THE SITE

A. (§601) Uses of the Site.

Developer covenants and agrees for itself, its successors and assigns, which covenants shall run with the land and bind every successor or assign in interest of Developer, that during development of the Site pursuant to this Agreement and thereafter, neither the Site nor the improvements, nor any portion thereof, shall be improved, used or occupied in violation of any applicable governmental restrictions or the restrictions of this Agreement. Furthermore, Developer and its successors and assigns shall not initiate, maintain, commit, or permit the maintenance or commission on the Site or in the improvements, or any portion thereof, of any nuisance, public or private, as now or hereafter defined by any statutory or decisional law applicable to the Site or the improvements, or any portion thereof. Developer further covenants and agrees on behalf of itself and its successors and assigns to devote, use, operate and maintain the Site in accordance with this Agreement, the Grant Deed, the Master AH Agreement, and the other documents recorded against the Residential Units pursuant to the provisions of this Agreement.

Notwithstanding anything to the contrary or that appears to be to the contrary in this Agreement, Developer hereby covenants, on behalf of itself and its successors and assigns, which covenants shall run with the land and bind every successor and assign in interest of Developer, that Developer and such successors and assigns shall use the Site solely for the purpose of constructing, maintaining, operating, selling, and conveying a residential affordable housing project meeting the requirements and restrictions of this Agreement, including, without limitation, the restriction in the Master AH Agreement that the Residential Units shall be sold only to Qualified Buyers at an

Affordable Housing Cost and occupied only by the household of the Qualified Buyer for the period specified herein.

B. (§602) Affordable Housing.

1. Construction of Affordable Housing. Developer covenants and agrees to construct five (5) residential units in conformity with the Scope of Development. All of the Residential Units shall be restricted to sale to only Lower Income Households in compliance with the Master AH Agreement. The location, size and specifications of the Residential Units, including affordability levels, shall be as set forth in the Scope of Development and as further designated by City.

2. Residential Unit Requirements. All Residential Units constructed pursuant to this Agreement shall be occupied at all times only by the household of the Qualified Buyer and not rented to any third parties. Developer covenants to cooperate with City in taking all steps necessary to implement this requirement with respect to all Qualified Buyers. The restrictions upon sale and occupancy of each Residential Unit shall continue for a period of forty-five (45) years which term shall recommence upon the resale of the Residential Unit to a Qualified Buyer.

3. Sale of Residential Units by Developer.

a. Marketing Program. Prior to the deadline specified in the Schedule of Performance, Developer shall prepare and obtain City's approval (which shall not be unreasonably withheld) of a marketing and sales program ("**Approved Marketing Program**") for the selection of Qualified Buyers for the Residential Units at the Project that shall be in accordance and consistent with the use and other requirements and restrictions of the Master AH Agreement. The Residential Units shall thereafter be marketed in accordance with the Approved Marketing Program as the same may be amended by Developer from time to time with City's prior written approval, which shall not be unreasonably withheld. City agrees to exercise reasonable efforts to assist Developer in connection with implementation of the Approved Marketing Program; provided, City shall not be under any obligation to incur any out-of-pocket expenses in connection therewith.

b. Restricted Residential Units. Each of the Residential Units shall be sold to a Qualified Buyer at the sale price not to exceed Applicable Affordable Housing Cost as defined in the Master AH Agreement for Residential Units and in accordance with the process set forth in the Master AH Agreement.

C. (§603) Obligation to Refrain from Discrimination.

There shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Developer, or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of buyers of the Site or any portion thereof (except as permitted by this Agreement). The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

D. (§604) Form of Nondiscrimination and Non-segregation Clauses.

Subject to the tenancy/occupancy restrictions on the Residential Units not prohibited by federal law as embodied in this Agreement, which may modify the following nondiscrimination clauses, the following shall apply: Developer shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

1. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and 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, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land. Any deed shall be subject to the Master AH Agreement."

2. Contracts: Any contracts which Developer or Developer's heirs, executors, administrators, or assigns propose to enter into for the sale, transfer, or leasing of the Site shall contain a nondiscrimination and non-segregation clause substantially as set forth in Section 603 and in this Section. Such clause shall bind the contracting party and subcontracting party or transferee under the instrument.

E. (§605) Maintenance of Improvements.

Developer covenants and agrees for itself, its successors and assigns, and every successor in interest to the Site or any part thereof, that, prior to City's issuance of its Release of Construction Covenants, Developer shall be responsible for maintenance of all improvements that may exist on the Site from time to time, including without limitation buildings, landscaping, parking lots, lighting, signs, and walls, in good working condition and repair, and shall keep the Site free from any accumulation of debris or waste materials. Upon issuance of the Release of Construction Covenants, the foregoing maintenance obligations shall run with the land in accordance with and in accordance with the CC&Rs.

F. (§606) Effect of Covenants.

City is a beneficiary of the terms and provisions of this Agreement and of the restrictions and covenants running with the land, whether appearing in the Grant Deed, or the Master AH Agreement, for and in its own right for the purposes of protecting the interests of the community in whose favor and for whose benefit the covenants running with the land have been provided. The covenants in favor of City shall run without regard to whether City has been, remains or is an owner of any land or interest therein in the Site, and shall be effective as both covenants and equitable servitudes against the Site. City shall have the right, if any of the covenants set forth in this Agreement which are provided for its benefit are breached, to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it may be entitled. In the event City no longer exists or lacks legal ability to enforce the terms and provisions of this Agreement or any of the covenants provided pursuant to this Agreement, the same

may be enforced by City. With the exception of City, no other person or entity shall have any right to enforce the terms of this Agreement under a theory of third-party beneficiary or otherwise. The covenants running with the land and their duration are set forth in the Grant Deed and the Master AH Agreement.

VII. (§700) SPECIAL PROVISIONS

A. (§701) Amendments to this Agreement to Comply with Housing Program Fund Requirements.

If reasonable changes to this Agreement are required by the entities providing Housing Program Funds pursuant to Section 401, the parties agree to effectuate such changes in order to be in compliance with the requirements. The City Manager is authorized, without further approval of City, to make changes to this Agreement and the Master AH Agreement as required to satisfy the requirements described herein.

B. (§ 703) Minor Amendments.

Each Party agrees to consider reasonable requests for amendments to this Agreement which may be made by the other party, lending institutions, or financial consultants. Any amendment to this Agreement must be in writing and signed by the appropriate authorized representatives of City and Developer. On behalf of City, the City Manager shall have authority to approve minor amendments to this Agreement, including, without limitation, the granting of extensions of time to Developer, provided that such amendments do not materially change this Agreement, materially alter the Project approvals or any conditions of approval, or require the commitment of additional funds by City. All other changes, modifications, and amendments shall require the prior approval of the City Council.

VIII. (§800) DEFAULTS, REMEDIES AND TERMINATION

A. (§801) Defaults, Right to Cure and Waivers.

Subject to any Enforced Delay, failure or delay by either party to timely perform any covenant of this Agreement constitutes a default under this Agreement, but only if the party who so fails or delays does not commence to cure, correct or remedy such failure or delay within thirty (30) days after receipt of a written notice specifying such failure or delay, and does not thereafter prosecute such cure, correction or remedy with diligence to completion.

The injured party shall give written notice of default to the party in default, specifying the default complained of by the injured party. Except as required to protect against further damages, the injured party may not institute proceedings against the party in default until thirty (30) days after giving such notice. Failure or delay in giving such notice shall not constitute a waiver of any default, nor shall it change the time of default.

Except as otherwise provided in this Agreement, waiver by either party of the performance of any covenant, condition or promise, shall not invalidate this Agreement, nor shall it be considered a waiver of any other covenant, condition, or promise. Waiver by either party of the time for performing any act shall not constitute a waiver of time for performing any other act or an identical act required to be performed at a later time. The delay or forbearance by either party in exercising any remedy or right as to any default shall not operate as a waiver of any default or of any rights or remedies or to

deprive such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

B. (§802) Legal Actions.

1. Institution of Legal Actions. In addition to any other rights or remedies, and subject to the requirements of Section 801, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Legal actions must be instituted and maintained in the Superior Court of the County of Ventura, State of California, in any other appropriate court in that county, or in the Federal District Court in the Central District of California.

2. Applicable Law and Forum. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

3. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Manager or City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made in such manner as may be provided by law and shall be valid whether made within or outside of the State of California.

C. (§803) Rights and Remedies are Cumulative.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of its 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.

D. (§804) Specific Performance.

In addition to any other remedies permitted by this Agreement, if either party defaults hereunder by failing to perform any of its obligations herein, each party agrees that the other shall be entitled to the judicial remedy of specific performance, and each party agrees (subject to its reserved right to contest whether in fact a default does exist) not to challenge or contest the appropriateness of such remedy. In this regard, Developer specifically acknowledges that City is entering into this Agreement for the purpose of assisting in the development of the Site and not for the purpose of enabling Developer to speculate in land.

E. (§805) Right of Reverter.

City shall have the right, at its option, upon one hundred twenty (120) days prior written notice, to reenter and take possession of the Successor Agency Parcel or any portion thereof with all improvements thereon and to terminate and re-vest in City the estate conveyed to Developer, if after conveyance of the estate and prior to the recordation of the Release of Construction Covenants, Developer (or his successors in interest) shall:

1. Fail to commence construction of the improvements as required by this Agreement, if such failure is in violation of the Schedule of Performance, for a period of 90 days after issuance

of a building permit, provided that Developer shall not have obtained an extension or postponement to which Developer may be entitled pursuant to this Agreement; or

2. Abandon or substantially suspend construction of the improvements (other than as caused by force majeure or an Enforced Delay) for a period of one hundred twenty (120) days after written notice of such abandonment or suspension from City, provided that Developer shall not have obtained an extension of time to which Developer may be entitled pursuant to this Agreement; or

3. Assign or attempt to assign this Agreement, or any rights herein, or Transfer, or suffer any involuntary Transfer of, the Site, or any part thereof, in violation of this Agreement, and such violation shall not be cured within one hundred twenty (120) days after the date of receipt of written notice thereof by City to Developer.

The right to re-enter, repossess, terminate, and re-vest shall be subject to and be limited by and shall not defeat, render invalid, or limit:

1. Any mortgage, deed of trust, or other security interests permitted by this Agreement; or

2. Any rights or interests provided in this Agreement for the protection of the holders of such mortgages, deeds of trust, or other security interests.

Upon the re-vesting in City of possession of the Site, or any part thereof, as provided in this Section 805, City shall, pursuant to its responsibilities under state law, use its best efforts to release, or resell or re-grant the Site, as necessary and legally permitted, as the case may be, or any part thereof, as soon and in such manner as City shall find feasible and consistent with the objectives of such law to a qualified and responsible party or parties (as determined by City), who will assume the obligation of making or completing the improvements, or such other improvements in their stead, as shall be satisfactory to City and in accordance with the uses specified for the Site.

In the event of a resale, the proceeds thereof shall be applied as follows:

1. First, to reimburse City on its own behalf or on behalf of City for all costs and expenses incurred by City, including but not limited to, salaries to personnel, legal costs and attorneys' fees, and all other contractual expenses in connection with the recapture, management, and resale of the Site (but less any income derived by City from the Site or part thereof in connection with such management); all taxes, assessments and water and sewer charges with respect to the Site (or, in the event the Site is exempt from taxation or assessment or such charges during the period of ownership, then such taxes, assessments, or charges, as determined by City, as would have been payable if the Site were not so exempt); any payments made or necessary to be made to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations incurred with respect to the making or completion of the agreed improvements or any part thereof on the Site or part thereof; and amounts otherwise owing City by Developer, its successors, or transferees; and

2. Second, to reimburse Developer, its successor or transferee, up to the amount equal to (i) the costs incurred for the development of the Site and for the agreed development expenses and improvements existing on the Site at the time of the re-entry and repossession, less (ii) any gains or income withdrawn or made by Developer from the Site or the improvements thereon.

3. Any balance remaining after such reimbursements shall be retained by City as its property.

To the extent that the right established in this Section involves a forfeiture, it must be strictly interpreted against City, the party for whose benefit it is created. The rights established in this Section are to be interpreted in light of the fact that City will sell the Site to Developer for development, and not for speculation in undeveloped land.

F. (§806) Attorneys' Fees.

If either party to this Agreement is required to initiate or defend any action or proceeding in any way arising out of the parties' agreement to, or performance of, this Agreement, or is made a party to any such action or proceeding by the Escrow Agent or other third party, such that the parties hereto are adversarial, the prevailing party, as between Developer and City only, 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 from the other. As used herein, the "prevailing party" shall be the party determined as such by a court of law, pursuant to the definition in Code of Civil Procedure Section 1032(a)(4), as the same may be amended or re-codified from time to time. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs, including expert witness fees, 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.

IX. (§900) GENERAL PROVISIONS

A. (§901) Notices, Demands and Communications Between the Parties.

Except as expressly provided to the contrary herein, any notice, consent, report, demand, document or other such item to be given, delivered, furnished or received hereunder shall be deemed given, delivered, furnished, and received when given in writing and personally delivered to an authorized agent of the applicable party, or upon delivery by the United States Postal Service, first-class registered or certified mail, postage prepaid, return receipt requested, or by a national "overnight courier" such as Federal Express, at the time of delivery shown upon such receipt; or by facsimile, if such facsimile is followed by a notice sent out the same day by mail; in any case, delivered to the address, addresses and persons as each party may from time to time by written notice designate to the other and who initially are:

City: City of Ojai
401 South Ventura Street
Ojai, California 93023
Attn: Ben Harvey, City Manager

Copy to: Aleshire & Wynder, LLP
3701 Wilshire Blvd, Suite 725
Los Angeles, CA 90010
Attn: Bethany Burgess, Esq.

Owner: Habitat for Humanity, Ventura County, Inc.
1850 Eastman Avenue
Oxnard, CA 93030
Attn: Darcy Taylor, CEO

Copy to: _____
_____
_____

(§902) Nonliability of City and City Officials and Employees; Conflicts of Interest; Commissions.

1. Personal Liability. No member, official, employee, agent or contractor of City or City shall be personally liable to Developer in the event of any default or breach by City or for any amount which may become due to Developer or on any obligations under the terms of the Agreement; provided, it is understood that nothing in this Section 902 is intended to limit City's liability.

2. Financial Interest. No member, official, employee or agent of City or City shall have any financial interest, direct or indirect, in this Agreement, nor participate in any decision relating to this Agreement which is prohibited by law.

3. Commissions. Neither City, Developer has retained any broker or finder or has paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement. No party shall be liable for any real estate commissions, brokerage fees or finders fees which may arise from this Agreement, and each party agrees to hold the other harmless from any claim by any broker, agent, or finder retained by such party.

B. (§903) Enforced Delay: Extension of Times of Performance.

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

Notwithstanding the foregoing, in addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots, floods; earthquakes; fires; casualties; supernatural causes; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; subsurface conditions on the Site and unknown soils conditions; governmental restrictions or priority litigation; unusually severe weather; acts of the other party; acts or the failure to act of a public or governmental agency or entity (except that acts or the failure to act of City or City shall not excuse performance by City unless the act or failure is caused by the acts or omissions of Developer); or any other causes beyond the reasonable control or without the fault of the party claiming an extension of time to perform. In the event of such a delay (herein "Enforced Delay"), the party delayed shall continue to exercise reasonable diligence to minimize the period of the delay. An extension of time for any such cause shall be limited to the period of the Enforced Delay, and shall commence to run from the time of the commencement of the cause, provided notice by the party claiming such extension is sent to the other party within ten (10) days of the commencement of the cause.

The following shall not be considered as events or causes beyond the control of Developer, and shall not entitle Developer to an extension of time to perform: (i) Developer's failure to obtain financing for the Project (except as provided in Section 401), and (ii) Developer's failure to negotiate agreements with prospective users for the Project or the alleged absence of favorable market conditions for such uses.

Times of performance under this Agreement may also be extended by mutual written agreement of City and Developer. The City Manager of City shall have authority (but not the obligation), on behalf of City, to approve extensions of time with respect to the development of the Site without further City Council action, provided that such extensions shall not exceed a cumulative total of one hundred eighty (180) days with respect to the development of the Site.

C. (§904) Books and Records.

1. Developer to Keep Records. Developer shall prepare and maintain all books, records and reports necessary to substantiate Developer's compliance with the terms of this Agreement or reasonably required by City.

2. Right to Inspect. Any party shall have the right, upon not less than seventy-two (72) hours prior written notice, during normal business hours, to inspect the books and records of any other party pertaining to the Site as pertinent to the purposes of this Agreement.

3. Ownership of Documents. Subject to the rights and consents of the authors, copies of all material drawings, specifications, reports, records, documents and other materials prepared by Developer, its employees, agents and subcontractors, in the performance of this Agreement, which documents are in the possession of Developer and are not proprietary, privileged or confidential shall be delivered to City upon request in the event of a termination of this Agreement; however, Developer shall be entitled to reimbursement from City for the cost to prepare any drawings, specifications, reports, records, documents and other materials prepared by Developer's subcontractors as a result of the exercise by City of its rights hereunder. Any drawings, specifications, reports, records, documents and other materials prepared by Developer or Developer's subcontractors and/or consultants shall be delivered without representation or warranty by Developer. City shall have an unrestricted right to use such documents and materials as if it were in all respects the owner of the same. Developer makes no warranty or representation regarding the accuracy or sufficiency of such documents for any future use by City, and Developer shall have no liability therefor.

D. (§905) Assurances to Act in Good Faith.

City and Developer agree to execute all documents and instruments and to take all action, including making a deposit of funds in addition to such funds as may be specifically provided for herein, and as may be required in order to consummate conveyance and development of the Site as herein contemplated, and shall use their best efforts, to accomplish the closing and subsequent development of the Site in accordance with the provisions hereof. City and Developer shall each diligently and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval.

E. (§906) 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. The section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement. This Agreement includes all attachments attached hereto, which are by this reference incorporated in this Agreement in their entirety.

F. (§907) Entire Agreement, Waivers and Amendments.

This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and this Agreement supersedes all negotiations and previous agreements between the parties with respect to all or any part of the subject matter hereof including, but not limited to the MOU and ENA. All waivers of the provisions of this Agreement, unless specified otherwise herein, must be in writing and signed by the appropriate authorities of City or Developer, as applicable, and all amendments hereto must be in writing and signed by the appropriate authorities of City and Developer.

G. (§908) Severability.

In the event any term, covenant, condition, provision or agreement contained herein is held to be invalid, void or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity or enforceability of any term, covenant, condition, provision or agreement contained herein.

H. (§909) Time for Acceptance of Agreement by City.

This Agreement, when executed by Developer and delivered to City, must be authorized, executed and delivered by City, after consideration at a public meeting. After execution by Developer, this Agreement shall be considered an irrevocable offer until such time as City is authorized to execute and deliver the Agreement.

I.(§910) Execution.

1. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

2. Developer represents and warrants that: (i) it is duly organized and existing under the laws of the State of California; (ii) by proper action of Developer, Developer has been duly authorized to execute and deliver this Agreement, acting by and through its duly authorized officers; and (iii) the entering into this Agreement by Developer does not violate any provision of any other agreement to which Developer is a party.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by City.

REMINDER: PARTIES NEED TO INITIAL SECTION 411.

DEVELOPER:

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation

By: _____
Darcy Taylor, Chief Executive Officer

By: _____
Frank Blum, Secretary

CITY:

CITY OF OJAI,
a municipal corporation

By: _____
Ben Harvey, City Manager

Dated: _____, 2026

ATTEST:

By: _____
Weston Montgomery
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Bethany Burgess, City Attorney

ATTACHMENT NO. A
LEGAL DESCRIPTION OF SITE

That certain real property in the City of Ojai, County of Ventura, State of California legally described as follows:

Part of Lots 1 and 2 and a Part of Woodland Street, now abandoned, as said lots and Street are designated and delineated upon that certain Map entitled "Map of Fair Oaks Tract", in the City of Ojai, County of Ventura, State of California, as per Map recorded September 1, 1887 in Book 2, Page 166 of Miscellaneous Records, in the Office of the County Recorder of said County, more particularly described as follows:

Beginning at the point of intersection of the center line of said Woodland Street with the East line of Montgomery Street, as delineated upon the above described, as follows:

1st: North 0° 25' West 90 feet along the East line of said Montgomery Street to a point in the Southerly line of Franklin Drive, as conveyed to the City of Ojai, a municipal corporation, by Deed recorded February 18, 1949 as Instrument No. 2803 in Book 859, Page 180 of Official Records; thence along the same,

2nd: North 81° 25' East 94 feet to a point; thence,

3rd: South 8° 05' East 89.09 feet to a point in the center line of said Woodland Street; thence along same,

4th: South 81° 25' West 106 feet to the point of beginning.

APN: 021-0-092-010

(End of Legal Description)

ATTACHMENT NO. 1-A
SITE MAP



ATTACHMENT NO. 2

SCOPE OF DEVELOPMENT

A. PROJECT CONCEPT

The term "**Project**" shall mean residential improvements required to be constructed by Developer on the Site including, but not limited to, three (3) buildings consisting of five (5) single story units, two (2) tiny home duplexes and one (1) single family home. The project's design includes onsite parking, bicycle facilities, pedestrian pathways, landscaping, and a central shared courtyard. Construction may include "sweat equity" contributions required by Developer of its Qualified Buyers.

The Residential Units will consist of:

- 4 one-bedroom/one-bathroom units of approximately 398 square feet;
- 1 single family residence with 2 bedrooms and 1 bathroom of approximately 898 square feet.

The Residential Units will be restricted for sale to Lower Income Households.

The development costs for the Project shall be funded from a variety of sources including the Grants, as further described in the Project Budget attached to this Attachment as Exhibit "2A" ("**Project Budget**").

B. SITE DESCRIPTION

The Site consists of the real property as legally described on Attachment No. 1 and depicted on the Site Map attached as Attachment No. 1-A.

C. DEMOLITION AND CLEARANCE

Developer will complete demolition of all the improvements on the Site, if any. Developer shall be responsible for all on-site work and improvements, including, but not limited to the following:

1. Developer shall be responsible for all utility relocation, and other work necessary to prepare the Site for the improvements contemplated by the DDA, and shall be responsible for all construction of the Restricted Units in accordance with the approved plans thereof.

2. Restoring those streets adjacent to the Site, if any, that undergo utility trenching needed to provide house connections to service the Site. The streets shall be restored to the condition prior to construction, with materials acceptable to the Director of Public Works.

3. Developer shall be responsible for the repair and protection of off-site improvements during construction of the on-site improvements. Any off-site improvements found damaged shall be reconstructed or provided for by Developer to the satisfaction of the Director of Public Works.

4. Developer shall plant or provide for street trees adjacent to the Site, including tree root barriers, to the satisfaction of the Director of Public Works. All required landscaping and sprinkler systems, shall be maintained by Developer and/or successors.

5. Developer shall provide, construct, repair, replace, and/or modify sidewalks and related right-of-way improvements, as shown on the approved Conceptual Plans and as required by the

Conditions of Approval, to the satisfaction of the City Engineer or Public Works Director, as applicable.

6. Developer shall submit a drainage plan with hydrology and hydraulic calculations, if requested, showing building elevations and drainage patterns and slopes, for review and approval by the Director of Community Development and the Director of Public Works. All required drainage/grading shall be provided in accordance with approved plans.

D. SITE PREPARATION

Developer shall, at its sole cost and expense, perform or cause to be performed grading plan preparation, fine grading and related compaction, and other site preparation as necessary for construction of the Project, as approved by the City Engineer. Plans shall be prepared by a licensed civil engineer in good standing and subject to the approval of the City Engineer. Developer shall, at its sole cost and expense, scarify, over-excavate, cut, fill, compact, rough grade, and/or perform all grading as required pursuant to an approved grading plan(s) to create finished lots, building pads, and appropriate rights-of-way configurations necessary to develop the Project described herein.

E. PROJECT DESIGN

1. DESIGN PROCESS

Developer and its representatives, including its architect and engineer, shall work with City and City staff to develop and execute the architectural concept, architectural drawings, site plan, tentative tract map, grading plan, off-site improvement plans, and related drawings and documents consistent with Planning Commission and City direction pursuant to the Ojai Municipal Code.

2. ARCHITECTURAL CONCEPT

The Project shall be designed and constructed as an integrated development in which the buildings shall have architectural excellence. The improvements to be constructed on the Site shall be of high architectural quality, shall be well landscaped, and shall be effectively and aesthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building, structure, and other improvements must be consistent with, visually related to, physically related to, and an enhancement to each other and, to the extent reasonably practicable, to adjacent improvements existing or planned within the Project Area. Developer's plans, drawings, and proposals submitted to City for approval shall describe in reasonable detail the architectural character intended for the Project. The open spaces between buildings on the residential portion of the Site, where they exist, shall be designed, landscaped and developed with the same degree of excellence.

3. SITE WORK

The Project shall substantially conform to the site and building plans approved pursuant to Subsection A above and with the Site Map attached to the Agreement as Attachment No. 1-A. It shall be the responsibility of Developer, the architect and the contractor to develop the Project consistent with the aforementioned plans. Any substantial modification to the approved site or building plans, as determined by the Director of Community Development, shall be referred to the Planning Commission for review and approval through a conformity report. Developer shall be responsible for the construction and installation of all improvements to be constructed or installed on the Site, including but not limited to the following:

a. Restricted Units

Construction of three (3) residential buildings not to exceed one (1) story, containing five (5) Residential Units as described in Section A above. The buildings will be two (2) duplexes and one (1) single family residence.

b. Parking

Developer shall develop on-site parking areas for the Site consisting of not less than six (6) parking spaces. The design, construction, and number of parking spaces shall be in accordance with the Ojai Municipal Code 10-2.1405 Table 3-5, Special Housing overlay parking standards and as permitted by the California Density Bonus Law. Construction of the parking areas shall include installation of necessary drainage systems, paving, required landscaping and irrigation, striping and labeling, all in accordance with the Ojai Municipal Code and approved plans or as otherwise approved.

c. Landscaping

Developer shall install and maintain on-site landscaping and automatic irrigation pursuant to approved plans consistent with the Ojai Municipal Code.

d. Lighting

Developer shall install and maintain on-site lighting in a manner consistent with the approved lighting and electrical plans. The design of light standards and fixtures shall be subject to the approval of the Director of Community Development.

e. Trash Storage

Trash storage areas shall be provided, of sufficient size to ensure containment of all solid waste materials generated from the Site in trash disposal and recycling bins. Adequate access shall be provided to the enclosures for refuse pickup.

4. UNDERGROUNDING UTILITIES

All new utility service connections servicing the Site shall be installed underground, including connections to facilities within the public right-of-way.

5. MECHANICAL EQUIPMENT

On-site mechanical equipment, whether roof or ground mounted, shall be completely screened from public view. Screening material shall be constructed of materials which coordinate with the overall architectural theme. Where public visibility will be minimal, the Director of Community Development may permit use of landscaping to screen ground mounted equipment.

6. APPLICABLE CODES

All improvements shall be constructed in accordance with the California Building Code (with Ojai modifications), the County of Ventura Fire Code (with Ojai modifications), the Ojai Municipal Code, and current City standards.

7. OFFSITE IMPROVEMENTS

Pursuant to the Agreement, Developer shall perform, or cause to be performed, all offsite improvements required by law or as a condition to any governmental or local approval or permit.

EXHIBIT "2A"

TO SCOPE OF DEVELOPMENT

Item	Category	Material Cost	Labor Cost	Total
0	Soft Costs	$0.00	$1,133,042.00	$1,133,042.00
1	Div 2 - Existing Conditions	$20,088.20	$20,418.00	$40,506.20
2	Div 3 - Concrete	$126,900.67	$31,424.40	$158,325.07
3	Div 6 - Wood, Plastics, and Composites	$35,543.15	$64,199.00	$99,742.15
4	Div 7 - Thermal and Moisture Protection	$40,477.68	$30,524.40	$71,002.08
5	Div 8 - Openings	$18,096.03	$9,750.00	$27,846.03
6	Div 9 - Finishes	$25,964.04	$39,861.90	$65,825.94
7	Div 10 - Specialties	$1,299.70	$1,600.00	$2,899.70
8	Div 12 - Furnishings	$35,788.50	$4,067.25	$39,855.75
9	Div 22 - Plumbing	$26,899.00	$12,825.00	$39,724.00
10	Div 23 - HVAC	$31,190.44	$19,557.65	$50,748.09
11	Electrical Lighting	$12,000.00	$5,000.00	$17,000.00
12	Electrical (Gear)	$15,000.00	$5,000.00	$20,000.00
13	Electrical (General)	$2,318.00	$2,662.50	$4,980.50
14	Div 31 - Earthwork	$11,924.46	$11,323.80	$23,248.26
15	Div 32 - Exterior Improvements	$62,288.43	$25,130.40	$87,418.83
16	Div 33 - Utilities	$4,899.46	$5,880.00	$10,779.46
	Grand Total:	$470,677.76	$1,422,266.30	$1,892,944.06
Contingency:	25.00%	$117,669.44	$355,566.58	$473,236.02
Permits:	0.00%		$0.00	$0.00
Supervision:	0.00%		$150,000.00	$150,000.00
Mobilization:	0.00%	$20,000.00		$20,000.00
Equipment:	0.00%	$60,000.00	$10,000.00	$70,000.00
Overhead:	0.00%		$0.00	$0.00
Burden Labor Rate:	0.00%		$0.00	$0.00
Travel/Per Diem:	0.00%		$0.00	$0.00
Profit:	0.00%		$0.00	$0.00
	Total base bid:	**$668,347.20**	**$1,937,832.88**	**$2,606,180.08**

FUNDING SOURCE	ESTIMATED FUNDING
County of Ventura HOME Funds	$500,000.00
Miller Trust Foundation	$250,000.00
Habitat for Humanity of Ventura County	$1,856,180.08
Grand Total:	$2,606,180.08

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

	Item To Be Performed	Time for Performance
1.	Developer executes and delivers 3 copies of executed DDA to City	Prior to City Council meeting.
2.	City approves or disapproves the declaration of the Site being Exempt Surplus Land	Expected to be held on October 13, 2026
3.	City holds public hearing on DDA and City approves or disapproves DDA.	Expected to be held on October 13, 2026
4.	Parties open Escrow	Within 10 days after the Effective Date
5.	City applies for SLA Approval Letter from HCD	Within 5 days after Effective Date
6.	Developer provides City with evidence of financial capability	Within 10 days after Effective Date
7.	City approves or disapproves financial commitment	Within 30 days after receipt by City of information from Developer per Item 6
8.	City delivers Preliminary Title Report to Developer	Within 30 days after opening of Escrow
9.	Developer approves or disapproves title exceptions	Within 30 days after delivery of Preliminary Title Report to Developer
10.	City delivers notice to Developer as to whether it will cure disapproved exceptions	Within 15 days after receipt of Developer's notice
11.	Developer presents conceptual architectural drawings to Planning Commission	Completed on February 18, 2026
12.	Developer submits Marketing Plan to City	Within 10 days of the Effective Date.
13.	City approves or disapproves Site Plan & CUP with conditions of approval.	Completed on April 16, 2026.
14.	Escrow Agent gives notice of fees, charges, and costs to close Escrow	One (1) week prior to expected Closing date
15.	Deposits into Escrow by City:	

	Item To Be Performed	Time for Performance
	a) Executed Deed	On or before 1:00 p.m. on the last business day preceding the Closing Date
	b) Estoppel Certificate	On or before 1:00 p.m. on the last business day preceding the Closing Date
	c) Payment of City's share of Escrow Costs.	On or before 1:00 p.m. on the last business day preceding the Closing Date
	d) Taxpayer ID Certificate	Prior to Closing Date
	e) FIRPTA Certificate	Within 15 days after opening
	f) Master AH Agreement	On or before 1:00 p.m. on the last business day preceding the Closing Date
16.	Deposits into Escrow by Developer or on behalf of Developer:	
	a) Estoppel Certificate	On or before 1:00 p.m. on the last business date preceding the Closing Date
	b) Master AH Agreement	On or before 1:00 p.m. on the last business date preceding the Closing Date
	c) Payment of Developer's Share of Escrow Costs	On or before 1:00 p.m. on the last business date preceding the Closing Date
	d) Taxpayer ID Certificate	On or before 1:00 p.m. on the last business date preceding the Closing Date
	e) PCOR	On or before 1:00 p.m. on the last business date preceding the Closing Date
	f) Acceptance of Grant Deed	On or before 1:00 p.m. on the last business date preceding the Closing Date
	g) CC&Rs	On or before 1:00 p.m. on the last business date preceding the Closing Date
17.	City or Developer, as case may be, may cure any condition to closing disapproved or waived or may cure any default	Within 30 days after date established therefor, or date of breach, as the case may be
18.	Developer to submit building plans for Plan Check and obtains building permits or permit ready letters.	Prior to close of escrow
19.	Close of Escrow for the Site with recordation and delivery of documents	On or before _____, 2026

	Item To Be Performed	Time for Performance
20.	Developer commences construction of Improvements	Within 10 days of Close of Escrow.
21.	Developer completes construction of improvements on the Site.	Within 18 months after issuance of building permits.
22.	City issues Release of Construction Covenants for the Site.	Within 30 days of written request by Developer, and Developer's satisfactory completion of all improvements on the Site.
23.	Developer sells and transfers fee title of all the Residential Units to Eligible Purchasers (low income buyers) in accordance with the Master AH Agreement.	Not later than 6 months after completion of construction on project improvements on the Site. However, if an Eligible Purchaser who was qualified under the Master AH Agreement but subsequently becomes disqualified or fails to close the sale for the Residential Unit, Developer shall notify City and will thereafter use diligent efforts to qualify another Eligible Purchaser in accordance with the Master AH Agreement.

It is understood that the foregoing Schedule of Performance is subject to all of the terms and conditions set forth in the text of the Agreement. The summary of the items of performance in this Schedule of Performance is not intended to supersede or modify the more complete description in the text; in the event of any conflict or inconsistency between this Schedule of Performance and the text of the Agreement, the text shall govern.

The time periods set forth in this Schedule of Performance may be altered or amended only by written agreement signed by both Developer and City.

A failure by either Party to enforce a breach of any particular time provision shall not be construed as a waiver of any other time provision. The City Manager shall have authority, on behalf of the City, to approve extensions of time with respect to the development of the Site without further City Council action, provided that such extensions shall not exceed a cumulative total of one hundred eighty (180) days, as provided in Section 903.

ATTACHMENT NO. 4

GRANT DEED

FREE RECORDING REQUESTED BY AND
AFTER RECORDATION RETURN TO:

Habitat for Humanity, Ventura County, Inc.
1850 Eastman Avenue
Oxnard, CA 93030
Attn: Darcy Taylor

(Space Above This Line For Recorder's Office Use Only)

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged, CITY OF OJAI, a municipal corporation ("**Grantor**"), hereby grants to HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation ("**Grantee**"), the real property ("**Site**") legally described in Exhibit "A" attached hereto and incorporated herein by this reference.

As consideration for this conveyance, Grantee covenants by and for itself and any successors in interest for the benefit of the Grantee and the City of Ojai ("**City**"), as follows:

1. Governing Documents. The Site is conveyed pursuant to that certain Disposition and Development Agreement ("**DDA**") entered into between and between Grantor and Grantee dated _____, 2026. Grantee covenants and agrees for itself and its successors and assigns to use, operate and maintain the Site in accordance with the DDA and this Deed. In the event of any conflict between this Grant Deed and the DDA, the provisions of the DDA shall control. City has the right of reverter pursuant to DDA Section 805 until a Release of Construction Covenants is recorded.

2. Master AH Agreement. Grantee covenants and agrees for itself and its successors and assigns to its interest in the Site that it shall abide by all of the terms listed in the Master AH Covenant Agreement recorded concurrently with this Grant Deed ("**Master AH Agreement**") for so long as the Master AH Agreement is in effect in accordance with its terms.

3. Use of Site. Grantee covenants that Grantee may only use the Site for residential purposes as consistent with the time period and other terms, covenants and conditions set forth in the DDA and the Master AH Agreement, by which Grantee has agreed to be bound for so long as the Master AH Agreement is in effect according to its terms. Grantee shall have no right to subdivide, separate, or partition the Site except as provided in the DDA. Breach of the terms, covenants, conditions, and provisions of the DDA or Master AH Agreement shall be a material breach of this conveyance.

4. Encumbrances Prohibited. Prior to issuance of the Release of Construction Covenants by the Grantor as provided in the DDA, the Grantee shall not place or suffer to be placed on the Site any lien or encumbrance other than mortgages, deeds of trust, sales and leases back or any other form of conveyance required for financing of the acquisition of the Site, the construction of improvements on the Site, and any other expenditures necessary and appropriate to develop the Site, except as specifically provided in the DDA and attachments thereto.

5. Non-Discrimination. Grantee covenants that except for the tenancy/occupancy restrictions not

prohibited by federal law as embodied in the DDA and Master AH Agreement, there shall be no discrimination against, or segregation of, any persons, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the rental, sale, lease, sublease, transfer, use, occupancy, or enjoyment of the Site, or any portion thereof, nor shall Grantee, or any person claiming under or through Grantee, establish or permit any such practice or practices of discrimination or segregation with references to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site or any portion thereof. The nondiscrimination and non-segregation covenants contained herein shall remain in effect in perpetuity.

6. **Form of Nondiscrimination Clauses in Agreements.** Subject to the tenancy/occupancy restrictions not prohibited by federal law as embodied in the DDA, which may modify the following nondiscrimination clauses, the following shall apply: Grantee shall refrain from restricting the rental, sale, or lease of any portion of the Site on the basis of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin of any person. All such deeds, leases, or contracts shall contain or be subject to substantially the following nondiscrimination or non-segregation clauses:

a. Deeds: In deeds the following language shall appear: "The grantee herein covenants by and for itself, its heirs, executors, administrators, and 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, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land herein conveyed, nor shall the grantee itself, or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the land herein conveyed. The foregoing covenants shall run with the land. Any deed shall be subject to the Master AH Agreement."

b. Contracts: In contracts the following language shall appear: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, age, physical or mental disability, ancestry, or national origin in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

The foregoing covenants shall remain in effect in perpetuity.

7. Mortgage Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Grant Deed shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument permitted by the DDA; provided, however, that any successor of Grantee to the Site shall be bound by such remaining covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

8. Covenants to Run With the Land. The covenants contained in this Deed shall be construed as covenants running with the land and not as conditions which might result in forfeiture of title, and shall be binding upon Grantee, its heirs, successors and assigns to the Site, whether their interest shall

be fee, easement, leasehold, beneficial or otherwise.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Grant Deed to be executed on their behalf by their respective officers thereunto duly authorized, this _____ day of _____, 2026.

GRANTOR:

CITY OF OJAI,
a municipal corporation

By: Do not execute until closing
_____
Ben Harvey, City Manager

ATTEST:

By: _____
Weston Montgomery
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Bethany Burgess, City Attorney

ACCEPTANCE OF GRANT DEED

By its acceptance of this Grant Deed, Grantee hereby agrees as follows:

1. Grantee expressly understands and agrees that the terms of the Grant Deed shall be deemed to be covenants running with the land and shall apply to all of the Grantee's successors and assigns.

2. The provisions of this Grant Deed are hereby approved and accepted.

GRANTEE:

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation

By: Do not execute until closing
_____
Darcy Taylor, Chief Executive Officer

By: _____
Frank Blum, Secretary

Exhibit A to Grant Deed
Legal Description

That certain real property in the City of Ojai, County of Ventura, State of California legally described as follows:

Part of Lots 1 and 2 and a Part of Woodland Street, now abandoned, as said lots and Street are designated and delineated upon that certain Map entitled "Map of Fair Oaks Tract", in the City of Ojai, County of Ventura, State of California, as per Map recorded September 1, 1887 in Book 2, Page 166 of Miscellaneous Records, in the Office of the County Recorder of said County, more particularly described as follows:

Beginning at the point of intersection of the center line of said Woodland Street with the East line of Montgomery Street, as delineated upon the above described, as follows:

1st: North 0° 25' West 90 feet along the East line of said Montgomery Street to a point in the Southerly line of Franklin Drive, as conveyed to the City of Ojai, a municipal corporation, by Deed recorded February 18, 1949 as Instrument No. 2803 in Book 859, Page 180 of Official Records; thence along the same,

2nd: North 81° 25' East 94 feet to a point; thence,

3rd: South 8° 05' East 89.09 feet to a point in the center line of said Woodland Street; thence along same,

4th: South 81° 25' West 106 feet to the point of beginning.

APN: 021-0-092-010

(End of Legal Description)

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)
) ss.
COUNTY OF _____)

On _____, 2026 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____
Notary Public

SEAL:

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)
) ss.
COUNTY OF _____)

On _____, 2026 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____
Notary Public

SEAL:

ATTACHMENT NO. 5

MASTER AFFORDABLE HOUSING COVENANT AGREEMENT

(Starts on following page)

ATTACHMENT NO. 5
MASTER AH COVENANT AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ojai
401 S Ventura Street
Ojai, CA 93023
Attn: Community Development Director

APN: _____

AREA ABOVE FOR RECORDER'S USE ONLY
Exempt from recording fees per Govt Code 6103

MASTER AFFORDABLE HOUSING COVENANT AGREEMENT

This MASTER AFFORDABLE HOUSING COVENANT AGREEMENT ("**Agreement**") is entered into as of the _____ day of _____, 2026 ("**Effective Date**") by and between CITY OF OJAI, a municipal corporation ("**City**") and HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation ("**Developer**").

RECITALS

A. Developer owns and is developing that certain real property in City of Ojai, County of Ventura, California (APNs _____) legally described on Exhibit A attached hereto ("**Property**").

B. Developer has agreed to restrict the sale and occupancy of the five (5) residential dwelling units as affordable units pursuant to this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference, and of the mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

1.1 Definitions. The following terms when used in this Agreement shall be defined as follows:

1.1.1 ***Applicable Affordable Housing Cost*** shall mean the maximum costs that can be borne by purchasers of the applicable Restricted AH Units under the requirements imposed by HSC Section 50052.5.

1.1.2 ***Applicable AH Household Income*** shall mean an Low Income Household.

1.1.3 ***Area Median Income*** means the Ventura County area median income, adjusted for household size, as established by the United States Department of Housing and Urban Development (HUD), and as published periodically by HCD pursuant to Section 50093 et seq. of California Health and Safety Code and applicable regulations.

1.1.4 ***Benchmark Down Payment*** shall be set at Five Percent (5%) of the

Purchase Price for Restricted AH Unit. This shall solely be used for the purpose of calculating the Purchase Price for Restricted AH Unit.

1.1.5 ***Covenant Agreement for Restricted AH Unit*** means the "Affordability Covenants and Restrictions Affecting Real Property with Option to Purchase Secured by Deed of Trust" substantially in the form attached hereto as Exhibit D to be adjusted to the Affordable AH Household Income for the applicable Restricted AH Unit and to be recorded against the Restricted AH Unit as provided in Article 2 which shall bind the Restricted AH Unit for forty-five (45) years. The Fannie Mae Shared Equity Amendment (Form 2200), shall be attached and included as part of each Covenant Agreement for Restricted AH Unit.

1.1.6 ***Covenant Deed of Trust*** shall mean a deed of trust in the form attached as Exhibit E to be executed by the applicable Eligible Purchaser which shall secure the Covenant Agreement for Restricted AH Unit for the applicable Restricted AH Unit being purchased to be recorded against the Restricted AH Unit concurrently with the Covenant Agreement as provided in Article 2.

1.1.7 ***Eligible Purchaser*** shall mean a person who is purchasing one of the Restricted AH Units who meets with all income and asset verification requirements in this Agreement for the applicable Restricted AH Unit, has been selected in accordance with Section 2.3.a and who is not an Ineligible Purchaser.

1.1.8 ***FMV of the Restricted AH Unit*** shall mean the fair market value of the Restricted AH Unit determined as provided in Section 2.7.1.

1.1.9 ***Gross Income*** means all income from whatever sources for all adult Household members, which is anticipated to be received during the 12-month period following the date of the determination of Gross Income. The applicable sources of income are defined in California Code of Regulations Title 25 Housing and Community Development Section 6914.

1.1.10 ***Household*** means all persons residing in a Restricted AH Unit.

1.1.11 ***HSC*** means California Health and Safety Code.

1.1.12 ***Ineligible Purchaser*** shall have the meaning defined in Section 2.5.

1.1.13 ***Priority Areas*** means the City of Ojai Area of Interest and/or Sphere of Influence as defined by the Ventura County Local Agency Formation Commission.

1.1.14 ***Project Layout Plan*** means the layout of the Project attached hereto as Exhibit B.

1.1.15 ***Purchase Price for Restricted AH Unit*** means the purchase price for the sale of the applicable Restricted AH Unit to an Eligible Purchaser which shall be calculated pursuant to HSC Section 50052.5 and Section 2.1 of this Agreement. The Purchase Price for a Restricted AH Unit shall be equal to the sum of the Supportable Mortgage plus the Benchmark Down Payment.

1.1.16 ***Required Marketing Efforts*** means marketing efforts that Developer is required to make with respect to the Restricted AH Units (as set forth in Section 2.3(a), below).

1.1.17 ***Restricted AH Units*** shall mean all the Units in the Project.

1.1.18 ***Supportable Mortgage*** means the mortgage amount that can be supported by an Eligible Purchase of a Restricted AH Unit based on the Affordable Housing Cost calculations. The mortgage calculation is based on the prevailing market interest rate for a 30-year fully amortizing mortgage with a fixed interest rate.

1.1.19 ***Total Housing Cost*** means the total monthly or annual recurring expenses required of a household to obtain shelter, and includes the mortgage payment (principal and interest, based on a fixed interest rate mortgage with a thirty (30) year term), and household-paid utilities, homeowner association dues, real estate taxes, mortgage insurance and any other related assessments.

1.1.20 ***Unit*** means a residential unit in the Project.

1.2 Exhibits. The following documents are attached to, and by this reference are incorporated herein and made a part of, this Agreement:

Exhibit A	Legal Description of the Property
Exhibit B	Project Layout Plan
Exhibit C	2024 Household Income Information Published by HCD and Sample Computations of Purchase Prices for Restricted AH Units
Exhibit D	Covenant Agreement for Restricted AH Units
Exhibit E	Covenant Deed of Trust

ARTICLE 2. RESTRICTED AH UNITS

2.1 Purchase Price for Restricted AH Unit.

2.1.1 Determination. Developer shall sell each of the Restricted AH Units to an Eligible Purchaser for an amount that does not exceed the applicable Purchase Price for the Restricted AH Unit.

2.1.2 Example Computation of Purchase Price. Example computations of the Purchase Prices for Restricted AH Units are provided on Exhibit C.

2.1.3 Loan. The maximum home loan amount for a Restricted AH Unit shall not exceed ninety-five percent (95%) of the Purchase Price for Restricted AH Unit. The maximum home loan amount for the Restricted AH Unit shall be submitted by Developer and approved or rejected by City within ten (10) business days from receipt.

2.1.4 Actual Down Payment. The maximum down payment contributed by an Eligible Purchaser shall not exceed Fifteen Percent (15%) of the Purchase Price for the Residential AH Unit.

2.2 Purchase Price Ranges for Restricted AH Units. Prior to listing the Restricted AH Units, Developer shall calculate the applicable Purchase Prices for each Restricted AH Unit based on the number of bedrooms included in the applicable Restricted AH Unit and the range for the Applicable AH Household Income level. City shall reasonably cooperate to provide such confirmation to Developer within ten (10) business days of written request therefore.

2.3 Marketing and Selection of Eligible Purchasers.

(a) **Affordable Housing Sale Priorities.** Developer shall market the Restricted AH Units as set forth in subsection (b) below. Developer shall sell the Restricted AH Units under the following priority framework:

- **First Priority Period:** For the first sixty (60) days of marketing ("**First Priority Period**"), a Restricted AH Unit shall be available exclusively to an Eligible Purchaser who is a current resident of the City Ojai Area of Interest and Sphere of Influence ("**Priority Areas**") as the first tier priority.

- **Second Priority Period:** For days sixty-one (61) though one hundred twenty (120) days of marketing ("**Second Priority Period**"), a Restricted AH Unit shall be available exclusively to an Eligible Purchaser who is a past resident who lived in the Priority Area for at least ten (10) years and left within the past five (5) years; or (ii) a person who works in the Priority Areas as the second tier priority.

- **Open Period:** After expiration of the Second Priority Period, a Restricted AH Unit shall be made available to an Eligible Purchase without regard to any priority except in order of applications made to Developer.

- **Reinstatement Period:** If an Eligible Purchaser has been selected but subsequently is disqualified or fails to close the acquisition of the Restricted AH Unit, Developer shall re-market the Restricted AH Unit in accordance with the process specified above with respect to the First Priority Period followed by the Second Priority Period and, if no Eligible Purchaser is found, then the Open Period shall apply.

(b) Marketing Efforts. Developer shall conduct, "**Required Marketing Efforts**" in connection with the initial sales of the Restricted AH Units, which shall include: (i) production of specific marketing information highlighting the Restricted AH Units, including the specific affordability features for each Restricted AH Unit and the eligibility requirements and restrictions applicable to each Restricted AH Unit; and (ii) utilization of typical web-based outreach methods that can reasonably ensure an effective and efficient means of reaching the broadest range of potential Eligible Purchasers, including best efforts to contact nonprofit organizations and business associations that serve Ojai residents in housing-related issues, and affordable housing advocacy groups, with the intent of reaching community based organizations serving people in the appropriate income levels. City agrees, at no cost to City, to use its best efforts to identify, and reasonably assist the Developer with contacting, nonprofit organizations and business associations that serve Ojai residents in housing-related issues, and affordable housing advocacy groups. Required Marketing Efforts will additionally include those marketing efforts that are typical customary practice and expected for the sale of real estate in the County of Ventura, including, a website marketing the Restricted AH Units in detail (sizes, locations, prices) and the criteria used to purchase them, as well as a form for interested parties to complete online indicating their interest in being notified about the availability of the Restricted AH Units.

(c) Sale of Restricted AH Units. The Restricted AH Units may be sold to Eligible Purchasers selected by Developer (i) in compliance with subsection (a) above; (ii) meet the income and affordability requirements provided in this Agreement; and (iii) are approved by City in writing. City acknowledges the challenging nature of selling Restricted AH Units and agrees, at no cost to City, to reasonably assist the Developer with the advertising and marketing of the Restricted AH Units, which shall include a link on City's website directing potential purchasers to the Developer's website for the Project. Developer is not required to sell a Restricted AH Unit to an Eligible Purchaser

referred by City, but Developer shall accept or reject any such Eligible Purchaser based upon the same evaluation criteria that Developer applies to buyers in accordance with Subsection (s) above and of other Restricted AH Units. However, upon City's request, Developer shall provide to City a written response detailing the reasons for rejection of an Eligible Purchaser referred by City.

2.4 Income and Assets of Eligible Purchasers. Prior to the sale of the Restricted AH Unit, Developer shall submit to City a completed income computation and certification form acceptable to or otherwise provided by City certifying that the Gross Income of the Eligible Purchaser (including any co-purchaser) does not exceed the limit established for the Restricted AH Unit. Developer shall obtain an income certification form from the proposed Eligible Purchaser certifying that (i) the income of the proposed Eligible Purchaser is truthfully set forth in the income certification form; (ii) the proposed Eligible Purchaser does not own any real estate or any interest in real estate; (iii) does not own any liquid assets (as defined below) in excess of Twenty Thousand Dollars ($20,000) (excluding the Benchmark Down Payment); and (iii) the proposed Eligible Purchase is not an Ineligible Purchaser.

As used herein, the term "**liquid assets**" refers to cash and assets which are readily convertible to cash within a reasonable period, including but not limited to savings and checking accounts, certificates of deposit of any term, marketable securities, money market and similar accounts, mutual fund shares, and insurance policy cash values. The term "**liquid assets**" shall not include any retirement funds which are not readily accessible or which cannot be accessed by the buyer without the buyer incurring a penalty or any funds to be used to pay closing costs or to pay make the down payment on the Restricted AH Unit.

Developer shall verify the income certification of the proposed Eligible Purchaser by providing the following documents:

- Signed copies of the two most recent years of federal income tax returns (with all schedules and attachments) for all Household members and persons who will appear on title to the Restricted AH Unit. If self-employed, four most recent quarterly tax filings must be provided.
- Copies of three most recent months of checking, savings, and other investment account statements for all Household members and persons who will appear on title to the Restricted AH Unit.
- If applicable:
    - Copy of separation agreement, divorce decree evidencing dissolution of marriage and/or alimony.
    - Paycheck stubs from the proposed Eligible Purchaser's three (3) most recent pay periods.
    - Copy of pension statements.
    - Income verification certification from the Social Security Administration and/or the California Department of Social Services if the proposed Eligible Purchaser receives assistance from such agencies.

Developer shall provide copies of all verification documentation to City.

2.5 Ineligible Purchaser. No Relative (as defined below) of (a) any employee, officer, board member or shareholder of Developer (or any successor Developer of the Project) or any of its members, affiliates or subsidiaries, or (b) any employee or official of City, may purchase a Restricted AH Unit. "**Relative**" shall mean a parent, children, sibling, spouse, uncle, aunt, cousin, niece,

nephew, grandparent, and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships.)

2.6 Covenant Agreement for Restricted AH Unit. In accordance with Section 2.7 below, each Restricted AH Unit shall be subject to the Covenant Agreement for Restricted AH Unit which shall be effective for a period of forty-five (45) years (unless terminated pursuant to such Covenant Agreement for Restricted AH Unit) commencing on the date of the recordation of (i) the grant deed from Developer to the Eligible Purchaser of the Restricted AH Unit; together with (ii) the Covenant Agreement for Restricted AH Unit and the Covenant Deed of Trust.

2.7 Close of Escrow for Restricted AH Unit.

2.7.1 FMV for Restricted AH Unit. Developer shall determine the FMV of the Restricted AH Unit which would be the sale price of the Unit if it was not restricted. Developer may determine the FMV for the Restricted AH Unit based on its sale prices within the Project for comparable Units which shall be confirmed by documentation satisfactory to City which may include a written broker opinion. Developer shall provide such information to City regarding the determination of the FMV of the Restricted AH Unit. The FMV of the Restricted AH Unit shall be inserted in the Covenant Agreement for Restricted AH Unit prior to execution by the Eligible Purchaser and City.

2.7.2 Process for Sale of Restricted AH Unit. The sale of the Restricted AH Unit to the Eligible Purchaser shall comply with the following requirements.

(a) A full copy of the executed sale agreement between Developer and the Eligible Purchaser shall be provided to City.

(b) The Covenant Agreement for Restricted AH Unit and Fannie Mae Shared Equity Amendment (Form 2200) shall be executed and acknowledged by the Eligible Purchaser and City. Concurrently the Eligible Purchaser shall also execute and acknowledge the Covenant Deed of Trust. The Covenant Agreement for Restricted AH Unit and Fannie Mae Shared Equity Amendment (Form 2200) and Covenant Deed of Trust shall be recorded in the Official Records, subordinate to the First Deed of Trust (as defined in the Covenant Agreement for Restricted AH Unit).

(c) A Request for Notice (as to the First Trust Deed) which shall be recorded at the closing.

(d) A Request for Notice of Delinquency executed by the Eligible Purchaser and City as to the First Trust Deed which shall be recorded at the closing.

(e) The Eligible Purchaser shall provide a certification in a form acceptable to City declaring under penalty of perjury that it is an Eligible Purchaser and such other information as requested by City.

(f) Developer shall provide a certification in a form acceptable to City declaring under penalty of perjury with respect to compliance with this Agreement as to the sale of the Restricted AH Unit.

(g) City shall execute a release of this Agreement from the Restricted AH Unit to be recorded at the close of escrow in accordance with Section 2.9.

(h) Upon close of escrow, escrow holder shall promptly deliver to City (i) conformed copies of all recorded documents, (ii) a copy of the escrow closing statement, (iii) complete final copies of all executed loan documents for the senior loan; and (iv) the Title Policy pursuant to Section 2.8.

2.8 Title Insurance Policy. At the close of the escrow for each Restricted AH Unit, an ALTA loan policy of title insurance shall be provided to City insuring the Covenant Deed of Trust subordinate only to the First Trust Deed in the amount of one hundred twenty percent (120%) of the difference between the FMV of the Restricted AH Unit less the purchase price of that Restricted AH Unit ("**Title Policy**"). The cost of the Title Policy shall be paid by Developer.

2.9 Release. At the close of escrow for each Restricted AH Unit, this Agreement shall terminate AS TO THAT SPECIFIC RESTRICTED AH UNIT ONLY. City shall execute, acknowledge and deliver to escrow in time for close of escrow, such documentation as reasonably required by the title company to confirm the release of this Agreement as to the applicable Restricted AH Unit.

2.10 Use of Qualified Third Party. City may elect to retain a third party who is qualified to provide the financial analysis and verification of each Eligible Purchaser as well as the calculation of the applicable Purchase Price for a Restricted AH Unit. Developer shall reimburse City for the cost of the qualified third party reasonably acceptable to Developer. Keyser Marston Associates is approved as such a qualified third party to provide such services.

ARTICLE 3. SALES AND RELEASES

3.1 Timing of Sale of Restricted AH Units. Developer shall use diligent efforts to market and sell the Restricted AH Units.

3.2 Common Area Property. Upon transfer of common area, if any, within the Project pursuant to the CC&Rs, this Agreement shall automatically terminate with respect to the common area so transferred. City shall cooperate with providing any documents which the title company may require to effect the foregoing.

ARTICLE 4. DUTIES AND RIGHTS

4.1 Maintenance. Until fee title of a Restricted AH Unit is transferred to an Eligible Purchaser, Developer shall, at its sole cost and expense, maintain the interiors and exteriors of the Restricted AH Units in good, decent, safe and sanitary manner, in accordance with the standard of maintenance of the other Units in the Project.

4.2 Monitoring. Representatives of City shall be entitled to inspect and copy any and all records of Developer relating to sales of the Restricted AH Units to Eligible Purchasers at any time, upon reasonable notice, and to conduct an audit of such records. City shall pay the cost of the audit, provided, however, that if the audit discloses a default by Developer, the cost of the audit shall be borne by Developer who shall, upon demand, promptly reimburse City for the cost of the audit. Until a Restricted AH Unit is occupied by an Eligible Purchaser, representatives of City shall, upon reasonable notice to Developer, be entitled to enter the Restricted AH Unit to monitor compliance with this Agreement. City shall have the right to transfer this Agreement and the Covenant Agreement for Restricted AH Unit to any other public agency in its sole discretion.

ARTICLE 5. ENFORCEMENT

5.1 Enforcement & Remedies. City shall be entitled to all remedies available under the law upon the default of the terms of this Agreement by Developer, including to the extent applicable: (a) specific performance of the terms of this Agreement; (b) disgorgement of any amounts of sales proceeds which exceed the Purchase Price for Restricted AH Unit; (c) an award of its reasonable attorneys' fees, specifically including the cost to City of time expended by the office of City Attorney

and reasonable expert and attorneys' fees; (iv) damages; (v) right to revoke certificates of occupancy; (vi) record a lien against the Property; and (vii) any other remedies available at law or equity. The rights and remedies are cumulative, and the exercise 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.

5.2 Indemnification. Developer shall defend, indemnify and hold harmless City, its elected and appointed officials, officers, agents and employees, from all liability from loss, damage or injury to persons or property, including the payment by Developer of any and all reasonable legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of Developer pursuant to this Agreement. The indemnification obligations of Developer under this Agreement shall survive the expiration or earlier termination of this Agreement.

5.3 Agreement Appurtenant to Property. This Agreement is appurtenant to and shall run with the Property as an equitable servitude and covenant in favor of City and shall be binding on all successors of the Property until this Agreement is otherwise terminated.

5.4 Term. This Agreement shall terminate and be of no further force or effect (except as specified below) upon the last to occur (i) all Restricted AH Units have been sold to qualified Eligible Purchasers in accordance with this Agreement as evidenced by a recorded grant deed; and (ii) the Covenant Agreement for Restricted AH Unit and Covenant Deed of Trust have been executed by the Eligible Purchaser of each of the Restricted AH Units and recorded against the Restricted AH Unit concurrently with the grant deed. Notwithstanding the termination of this Agreement of record, the provisions of Sections 5.1, 5.2 and 6.1 shall remain in full force and effect as the personal obligation of Developer to City or City to Developer, as applicable.

5.5 Further Assurances; City Manager Authority. The parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be reasonably necessary or appropriate to effectuate the purpose of this Agreement. Except as otherwise expressly provided in this Agreement, approvals or consents required of City shall be deemed granted by the written approval of City Manager or his/her designee. City Manager is also authorized to execute any further documents on behalf of City, including the Covenant Agreement for Restricted AH Unit and any subordination agreements for the sale of the Restricted AH Unit. Notwithstanding the foregoing, City Manager or designee may, in his or her sole and absolute discretion, refer to City Council any item requiring City approval.

5.6 Cooperation Covenant. The parties agree to cooperate with each other to effect the intent of this Agreement including, but not limited to, modifying some provisions in this Agreement (and the Covenant Agreement for Restricted AH Unit) as may be reasonably required by the California Department of Real Estate or other applicable governmental agencies.

5.7 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 6. GENERAL PROVISIONS

6.1 Attorney's Fees and Costs. If any action or proceeding is brought by either party against the other under this Agreement, whether for interpretation, enforcement or otherwise, whether or not a final court judgment is entered, the prevailing party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and

expert witness fees and expenses.

6.2 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in all force and effect.

6.3 Construction. The provisions of this Agreement shall be liberally construed for the purpose of effecting the intent under the Density Bonus Law and Planning Commission Resolution to increase the number of affordable dwellings in City. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

6.4 Amendments. This Agreement may only be amended or modified by written agreement executed by Developer and City and recorded in the Official Records of Ventura County.

6.5 Notices. All notices, demands, documents approvals or disapprovals given or sent under this Agreement from one party to another or to Escrow Holder (each a "**Notice**", and collectively, the "**Notices**") shall be given to the party entitled thereto at its address set forth below or at such other address as such party may provide to the other parties in writing. Any such Notice may be given (i) by personal delivery which will be deemed received on the day of delivery; (ii) by national overnight delivery service which shall be deemed received the following day; (iii) by email, so long as written notice is concurrently provided by mail, overnight delivery, or personal delivery; or (iv) by mailing the same by registered or certified US mail, return receipt requested. A Notice shall be effective as follows: (a) if by personal delivery on the date of delivery if personally delivered before 5:00 p.m. prevailing local time, otherwise on the day following personal delivery; (b) if by e-mail on the date of delivery if delivered before 5:00 p.m. prevailing local time, otherwise on the day following delivery, (c) if mailed, two (2) business days following the date the notice is postmarked, or (d) if sent by overnight courier, on the day following delivery to the overnight courier.

To City :
CITY OF OJAI
401 S Ventura Street
Ojai, CA 913023
Attention: Community Development Director
Email: _____

With a Copy to:
Aleshire & Wynder, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attn: Bethany Burgess, City Attorney
Email: _____

To Developer:
HABITAT FOR HUMANITY, VENTURA COUNTY, INC.
1850 Eastman Avenue
Oxnard, CA 93030
Attn: Darcy Taylor, CEO
Email: _____
_____

6.6 Conflicts of Interest.

6.6.1 No member, official or employee of City shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested.

6.6.2 Developer warrants that it has not paid or given, and will not pay or give,

any person any money or other consideration for obtaining this Agreement, other than normal fees paid to Developer's independent contractors, attorneys, and consultants.

6.7 Non-liability. No member, official, employee, attorney or consultant of City shall be personally liable to Developer, or any successor in interest of Developer, in the event of any default or breach by City or for any amount which may become due to Developer or to its successor, or on any obligations under the terms of this Agreement. No director, officer, employee, attorney or consultant of Developer shall be personally liable to City, or any successor in interest of City, in the event of any default or breach by Developer or for any amount which may become due to City or to its successor, or on any obligations under the terms of this Agreement.

6.8 Qualification; Authority. Each individual executing this Agreement on behalf of Developer, represents, warrants and covenants to City that (a) Developer is duly formed and authorized to do business in the state of its incorporation, (b) such person is duly authorized to execute and deliver this Agreement on behalf of Developer in accordance with authority granted under the organizational documents of such entity, and (c) Developer is bound under the terms of this Agreement.

6.9 Assignment Prohibited. Developer shall not assign or transfer any portion of this Agreement without the prior express written consent of City, which consent may be given or withheld in City's sole discretion. However, if any such assignment or transfer is to a purchaser of the entire Project, City shall not unreasonably withhold or delay its consent of the assignment provided that the purchaser shall assume all obligations under this Agreement in a form satisfactory to City.

6.10 No Waiver. The failure of City to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

DEVELOPER:

HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation

By: _____
Darcy Taylor, Chief Executive Officer

By: _____
Frank Blum, Secretary

CITY:

CITY OF OJAI,
a municipal corporation

By: Do not execute until closing
Andy Gilman, Mayor

Date: _____, 2026

ATTEST:

By: _____
Weston Montgomery,
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Bethany Burgess, City Attorney

EXHIBIT A

Legal Description of the Property

That certain real property in City of Ojai, County of Ventura, State of California legally described as follows:

EXHIBIT B

PROJECT LAYOUT



Attachment E
Page 2 of 18

EXHIBIT C

Sample Computation of Purchase Price for Restricted AH Units

TABLE 1

MAXIMUM HOUSEHOLD INCOMES
INCOME QUALIFICATION TESTS
OCTOBER 1 - DECEMBER 31, 2024

	Very Low Income Households H&SC §50105	Low Income Households H&SC §50079.5	Moderate Income Households H&SC §50093
1 Person Household	$48,550	$77,700	$82,500
2 Person Household	$55,450	$88,800	$94,300
3 Person Household	$62,400	$99,900	$106,050
4 Person Household	$69,350	$110,950	$117,850
5 Person Household	$74,900	$119,850	$127,300
6 Person Household	$80,450	$128,750	$136,700
7 Person Household	$86,000	$137,600	$146,150
8 Person Household	$91,550	$146,500	$155,550

CONTINUED ON NEXT PAGE

TABLE 2

AFFORDABLE SALES PRICE CALCULATIONS [1]
H&SC SECTION 50052.5 CALCULATION METHODOLOGY
OCTOBER 1 - DECEMBER 31, 2024

			Townhomes		Single Family Homes
			Very Low Income Two-Bedroom Units	Low Income Two-Bedroom Units	Moderate Income Three-Bedroom Units
I.	**Income Information**				
	Benchmark Household Size		3	3	4
	Area Median Income (AMI)	[2]	$88,400	$88,400	$98,200
	Percentage of AMI Used for Calculations		50%	70%	110%
	Household Income Used for Calculations		$44,200	$61,880	$108,020
	% of Income Allocated to Housing		30%	30%	35%
	Household Income Allotted to Housing		$13,260	$18,560	$37,810
II.	**Ongoing Expenses**				
	Annual Utilities Allowance	[3]	$3,120	$3,120	$3,804
	Annual HOA Dues	[4]	4,740	4,740	2,952
	Annual Maintenance Allowance	[5]	600	600	600
	Property Taxes @ 1.15% of ASP	[6]	684	1,440	4,339
	Total Expenses		$9,144	$9,900	$11,695
III.	**Income Available for Mortgage**		$4,116	$8,660	$26,115
IV.	**Affordable Sales Price**				
	Supportable Mtg @ 6.12% Interest	[7]	$56,500	$118,800	$358,400
	Benchmark Down Payment @ 5% ASP		3,000	6,300	18,900
	Maximum Affordable Sales Price		$59,500	$125,100	$377,300

[1] The Affordable Sales Price are updated on the first day of each calendar quarter to reflect changes in the Area Median Income, the utilities allowances, and mortgage interest rates.

[2] Based on the 2024 Area Median Income published by HCD.

[3] Based on the based on the LACDA All Electric Single Family Home utility allowance schedule effective as of 7/1/24. Monthly Utilities Allowance @ $260 for the Two-Bedroom Units and $317 for the Three-Bedroom Units.

[4] Monthly HOA Dues @ $395 for the Townhomes and $246 for the Single Family Homes.

[5] Monthly Maintenance Allowance @ $50.

[6] Based on the assumption that the units are subject to long-term income and affordability covenants.

[7] Based on the average interest rate for a 30-year fixed interest rate fully amortizing mortgage loan published by Freddie Mac for the week of October 3, 2024.

EXHIBIT D

COVENANT AGREEMENT FOR RESTRICTED AH UNIT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ojai
401 S Ventura Street
Ojai, CA 93023
Attn: City Clerk

APN: _____

SPACE ABOVE FOR RECORDER'S USE ONLY
Exempt from recording fee per Gov. Code §§ 27383 & 6103

AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST

Owner: _____

Residence: _____
Ojai, California

THIS AFFORDABILITY COVENANTS AND RESTRICTIONS AFFECTING REAL PROPERTY AND OPTION TO PURCHASE PROPERTY SECURED BY DEED OF TRUST ("**Agreement**") is entered into as of this ___ day of _____, 20__ ("**Agreement Date**") by and between CITY OF OJAI, a municipal corporation ("**City**"), and _____ (jointly and severally "**Owner**"). City and Owner are sometimes referred to as a "**Party**" and jointly as the "**Parties**."

RECITALS

A. Concurrently with the recordation of this Agreement, Owner has acquired that certain residence located at _____ in City of Ojai, County of Ventura, State of California, and legally described in Exhibit A attached hereto and incorporated by reference ("**Residence**").

B. The Residence is part of that certain residential development commonly known as "_____" ("**Project**") which was developed by HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation ("**Developer**").

C. As a condition to developing the Project, Developer was required to record covenants to designate and restrict all of the units in the Project as affordable housing. Developer and City entered into that certain Master Affordable Housing Covenant dated _____, 2026 recorded on _____, 202__ as Instrument No. _____ in the Official Records of Ventura County ("**Developer Agreement**").

D. Pursuant to the Developer Agreement, the use, occupancy and transfer of the Residence is restricted to qualified Lower Income purchasers to ensure its continued availability to Lower Income Households (as defined below) for a period of at least forty-five (45) years. The term

"**Lower Income Household**" means a household whose Gross Income, as defined in California Code of Regulations Title 25 Housing and Community Development Section 6914, meets the standards defined in Section 50093 of the California Health & Safety Code Section and applicable regulations adopted by HCD, including Subchapter 2 of Division 1 of Title 25 of the California Code of Regulation (beginning at Section 6910) ("**HCD Laws/Regulations**").

E. Owner is acquiring the Residence pursuant to the Developer Agreement for a purchase price of _____ Dollars ($_____) ("**Original Sales Price**") which amount is less than the fair market value of the Residence which is agreed to be _____ Dollars ($_____) as of the Effective Date ("**Original Fair Market Value**"). In consideration for acquiring the Residence at less than its Original Fair Market Value, Owner agrees that the Residence shall be restricted by the covenants and restrictions as set forth in this Agreement.

F. This Agreement is secured by a deed of trust executed by Owner and recorded concurrently with this Agreement in the Official Records ("**Deed of Trust**").

NOW, THEREFORE, in consideration for Owner acquiring the Residence for less than the Original Fair Market Value, Owner agrees to the following covenants and restrictions which shall run with the Residence in favor of the City.

DEFINITIONS.

The following terms shall have the definitions below which can be found in the referenced sections:

"Agreement" – Preamble (page 1).

"Agreement Date" – Preamble (page 1).

"Alternative Sale" – Section 10(b).

"Base Price" – Section 12.1.

"Breach Notice" – Section 14.

"City" – Preamble (page 1).

"City's Share of Appreciation" – Section 13.2.

"Deed of Trust" – Recital F.

"Default Interest" – Section 13.2.

"Default Purchase Exercise Notice" – Section 15.1.

"Default Purchase Option" – Section 15.1.

"Effective Date" – Section 2.

"Eligible Purchaser" – Section 11.2.

"Eligible Transfer" – Section 11.

“Exercise Notice” – Section 8.

“Exercise Price” – Section 8.

“Fair Market Value” – Section 9.1.

“First Lender” – Section 21.1.

“First Deed of Trust” – Section 21.1.

“Gross Income – Recital D.

“HCD Laws/Regulations” – Recital D.

“Increased Base Price” – Section 12.1.

“Ineligible Purchaser” – Section 10(b).

“Initial Subsidy” – Section 13.2.

“Lower Income Household” – Recital D.

“Notice of Default” – Section 14.

“Official Records” – Section 2.

“Option” – Section 8.

“Original Fair Market Value” – Recital E.

“Owner” – Preamble (page 1).

“Owner’s Share of Appreciation” – Section 13.3.

“Project” – Recital B.

“Proposed Purchaser” – Section 10.

“Relative” – Section 3.

“Residence” – Recital A.

“Restricted Sales Price” – Section 12.

“Restrictive Covenants” – Section 11.1(e).

“Subordination Agreement” – Section 21.2.

“Term” – Section 2.

“Total Appreciation” – Section 13.4.

“Transfer” – Section 5.

"Transfer Notice" – Section 7.

"Value of Capital Improvements" – Section 12.2.

2. TERM OF AGREEMENT. The covenants, restrictions and equitable servitudes in this Agreement shall burden the Residence and run in favor of and for the benefit of, City. The term of this Agreement shall commence on the date this Agreement is recorded ("**Effective Date**") in the Official Records of Ventura County ("**Official Records**") and shall continue for a term of forty-five (45) years, unless otherwise terminated as set forth in this Agreement including, but not limited to, Sections 8, 13 and/or 17 ("**Term**").

3. OWNER CERTIFICATIONS. Owner certifies to City that (i) the financial and other information previously provided in order to qualify to purchase the Residence was true, correct and complete; (ii) Owner does not own any other residential property as of the Agreement Date; (iii) Owner intends to occupy the Residence as Owner's principal place of residence; and (iv) Owner is not a Relative (as defined below) of any employee, officer, board member or shareholder of Developer (or any successor Developer of the Project) or any of its members, affiliates, or subsidiaries, or of any employee or official of City. "**Relative**" shall mean a parent, child, sibling, spouse, uncle, aunt, cousin, niece, nephew, grandparent and grandchild and shall also extend to any of the foregoing persons related through marriage (i.e. in-laws or step relationships).

4. LEASING AND OCCUPANCY OF RESIDENCE; ANNUAL CERTIFICATION.

4.1. Occupancy of Residence. Owner shall continuously occupy the Residence as his/her/their principal residence. City may grant a temporary written waiver of this occupancy requirement for good cause in its reasonable discretion. No more than the number of persons as permitted by the Ojai Municipal Code shall occupy the Residence, not including children born after the Effective Date.

4.2. Leasing of Residence. Owner may not lease any portion of the Residence.

4.3. Annual Certification. On an annual basis, Owner shall provide a certification in a form required by City that the Residence is owned and occupied by Owner.

5. TRANSFER OF RESIDENCE. "**Transfer**" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Residence, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, or an interest under a land sale contract by which possession of the Residence is transferred and Owner retains title. Any Transfer without satisfaction of the provisions of this Agreement is prohibited. Transfers by gift, devise, or inheritance to an existing spouse, children, surviving joint tenant, or a spouse as part of a dissolution proceeding or in connection with marriage, shall not be considered a Transfer for the purposes of this Agreement.

6. REFINANCE OF RESIDENCE.

6.1 Refinancing of First Deed of Trust. Subject to Section 6.3, Owner may refinance a loan secured by a First Deed of Trust (defined in Section 20.1) encumbering the Residence provided that City has previously reviewed and approved in writing the terms and conditions thereof including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, any documentation pertaining to the subordination or enforcement of this Agreement, and the costs and fees associated with the making of the proposed loan. Owner must have received the written approval of the proposed loan by City prior to the date of its closing. In the event of a proposed refinance that includes a principal amount in excess of that needed to repay the loan secured by the First Deed of Trust, any approval by City shall include conditions

which, in the sole discretion of City, are warranted in order to insure the continued affordability of the Residence. Any refinancing of a First Deed of Trust that has not been previously approved by City shall constitute a default under this Agreement.

6.2 Junior Liens. Subject to Section 6.3, Owner may enter into a loan secured by a lien junior and subordinate to this Agreement provided that (i) the proceeds of each loan shall be used solely to pay for repairs or the construction of improvements to the Residence which improvements are consistent with all applicable covenants and restrictions of the Project; (ii) City has previously reviewed and approved the terms and conditions thereof, including, but not limited to, the principal amount of the proposed loan, the interest rate, the terms of repayment, the identity of the maker of the proposed loan, the costs and fees associated with the making of the proposed loan, and the nature and costs of the proposed repairs or the construction of improvements, to be paid with the proceeds thereof; and (iii) Owner shall have received the written approval of the proposed loan by City prior to the date of its closing. Without limiting the foregoing, the proceeds of the proposed loan shall not be used to pay for the construction of improvement of a luxury nature such as ground pools, spas, or interior or exterior decorative items, or improvements with an unreasonable useful life. The failure of Owner to comply fully with the provisions of this subsection when entering into a loan that is secured by a lien junior and subordinate to this Agreement shall constitute a default under this Agreement.

6.3 Notification Prior to Encumbrance or Hypothecation. If Owner desires to refinance a First Deed of Trust pursuant to Section 6.1, or to borrow funds for a new loan to be secured by a junior lien encumbering the Residence the proceeds of which are to be used to pay for repairs or the construction of improvements to the Residence pursuant to Section 6.2, prior written approval of City is required. Owner must request such approval in writing at least thirty (30) days prior to the recordation of a lien securing any such refinancing or loan, Owner shall submit in writing the following information and the applicable documents:

- Name and address of lender.
- Terms of the loan, including, but not limited to, principal, interest rate, term, and loan fees.
- Closing date of the loan.
- Copy of all proposed escrow instructions, loan applications, security agreement, loan documents, and other agreements between Owner and the lender.
- Written documentation of compliance with the conditions for City approval as set forth in Section 6.1 and 6.2, as applicable.
- Other written documentation reasonably requested by City.

City shall have fifteen (15) business days after its receipt of all of such information to approve or disapprove the proposed refinancing or loan. If the City does not issue its written approval within the fifteen (15) business day period, the loan shall be deemed disapproved.

7. NOTICE OF INTENDED TRANSFER. In the event Owner intends to Transfer or vacate the Residence, Owner shall promptly notify City in writing of such intent delivered at least ninety (90) days prior to the actual date of the proposed Transfer or vacation of the Residence ("**Transfer Notice**").

8. CITY PURCHASE OPTION. Upon City's receipt of a Transfer Notice, City shall have the option, but not the obligation, to purchase the Residence for the Exercise Price (defined below) ("**Option**"). City may exercise its Option to purchase the Residence by delivering written notice of exercise to Owner within thirty (30) days of receipt of the Transfer Notice ("**Exercise Notice**"). Within ninety (90) days of the date of the Exercise Notice, City shall purchase the Residence at the **lesser** of: (i) the Fair Market Value of the Residence, or (ii) Restricted Sales Price calculated pursuant to Section 12 ("**Exercise Price**"). City may assign its right to purchase the Residence to an Eligible Purchaser or to a governmental agency or nonprofit organization that is devoted to developing or preserving low and Lower income housing. After a Transfer, if the City does not exercise the Option, the Option rights set forth herein shall remain in full force and effect and apply to any future Transfer of the Residence during the Term.

9. FAIR MARKET VALUE.

9.1. After the Effective Date, the term "**Fair Market Value**" shall have the meaning ascribed in Section 1263.320 of the California Code of Civil Procedure, as it now exists or may subsequently be amended and shall be determined by a real estate appraiser selected by City. The appraiser shall have been previously approved by the Federal National Mortgage Association or the Federal Housing Administration and at the time of the appraisal shall be on the list of approved single-family housing appraisers. If possible, the appraisal shall be based upon properties sold in the market during the three (3) month period prior to the date of the Transfer Notice. The cost of the appraisal shall be divided equally between City and Owner. In the event that improvements to the Residence have been made by Owner that increase the value of the Residence, or if damage to the Residence has occurred or deferred maintenance while Owner owned the Residence has decreased the value of the Residence, the appraisal shall specifically ascribe a value to these adjustment factors and state what the Fair Market Value of the Residence would be without such adjustments. Nothing in this Section shall preclude Owner and City from establishing the Fair Market Value of the Residence by mutual written agreement in lieu of an appraisal pursuant to this Section.

9.2. If no appraisal has been conducted pursuant to Section 9.1, and it is necessary to determine the Value of Capital Improvements made to the Residence by Owner, such determination shall be made by a real estate appraiser selected by City. The cost of the appraisal shall be divided equally between City and Owner.

10. TRANSFER BY OWNER. If City does not exercise its Option under Section 8, Owner may sell the Residence to a person of Owner's choosing ("**Proposed Purchaser**") subject to the following limitations:

a. **Transfer to Eligible Purchaser:** If Owner transfers the Residence in a transaction that meets the Eligible Transfer requirements in Section 11, the maximum amount that Owner may receive for the Transfer shall be the Restricted Sales Price and the transfer shall comply with the requirements in Section 11.

b. **Transfer to Ineligible Purchaser:** If Owner transfers the Residence in a transaction that does not meet the Eligible Transfer requirements of Section 11 ("**Alternative Sale**"), the gross proceeds of such sale shall be divided between Owner and City pursuant to Section 13. The transferee of an Alternative Sale is referred to herein as an "**Ineligible Purchaser**".

11. ELIGIBLE TRANSFER. A Transfer of the Residence that meets the requirements set forth in this Section 11 shall qualify as an approved Transfer to an Eligible Purchaser (as defined below) ("**Eligible Transfer**").

11.1. Disclosures and Submittals. Owner and the Proposed Purchaser shall provide the following information in writing and documents to City:

- The name, address and telephone number of the Proposed Purchaser.
- Financial information certified by the Proposed Purchaser in a form acceptable to City and any other supporting documentation requested by City which shall include authorization for City to verify the information provided. The financial information shall be used by City to determine the income eligibility of the Proposed Purchaser as a Income Household in accordance with HCD Laws/Regulations.
- The proposed sales contract, escrow instructions and all other related documents that shall set forth the terms of the sale of the Residence.
- A written certification from Owner and the Proposed Purchaser in a form acceptable to City that the sale shall be closed in accordance with the terms of the sales contract and other documents submitted to and approved by City. The certification shall also provide that the Proposed Purchaser or any other party has not paid and will not pay to Owner, and Owner has not received and will not receive from the Proposed Purchaser or any other party, money or other consideration, including personal property, in addition to what is set forth in the sales contract and documents submitted to City. The written certification shall also include a provision that in the event a Transfer is made in violation of the terms of this Agreement or false or misleading statements are made in any documents or certification submitted to City, City shall have the right to file an action at law or in equity to make the parties terminate and/or rescind the sale contract and/or declare the sale void or pursue damages, notwithstanding the fact that the sale may have closed and become final as between Owner and the Proposed Purchaser. In any event, any costs, liabilities or obligations incurred by Owner and the Proposed Purchaser for the return of any monies paid or received in violation hereunder or for any costs and legal expenses, shall be borne by Owner and/or the Proposed Purchaser and they shall hold City and its designee harmless and reimburse their expenses, legal fees and costs for any action they reasonably take in good faith in enforcing the terms of this Agreement.
- Restrictive Covenants in favor of the City executed and acknowledged by the Proposed Purchaser with substantially the same terms as the terms of this Agreement in a form acceptable to the City ("**Restrictive Covenants**"). City's approval of the proposed sale shall be effective upon the recordation in the Official Records of both the Restrictive Covenants and a request for notice of default under the First Deed of Trust in favor of City. City may require the Proposed Purchaser to pay a reasonable fee to City and reimburse it for out of pocket costs to cover the costs of administering its right and obligations under this Agreement.

Upon the close of the proposed sale, the escrow must provide to City a conformed copy of the recorded Restrictive Covenants, a Request for Notice of Delinquency and the Request for Notice, a copy of the final sales contract, settlement statement, escrow instructions, an endorsement updating the City's loan title insurance policy and any other document that City may reasonably request.

11.2. Eligibility of Purchaser. A Proposed Purchaser who meets the following requirements shall be an "**Eligible Purchaser**":

- Each Proposed Purchaser shall certify to City in a form acceptable to City that he or she will occupy the Residence as his or her principal residence;
- Each Proposed Purchaser shall not own any other real property; and

- The combined Gross Income for all household members of the Proposed Purchaser qualifies as a Lower Income Household in accordance with HCD Laws/Regulations.

12. DETERMINATION OF SALES PRICE. The maximum sales price ("Restricted Sales Price") that Owner shall receive for an Eligible Transfer of the Residence shall be the Increased Base Price as adjusted by Section 12.2, but, in no event, shall the sales price exceed the amount specified in Section 50052.5 of the Health & Safety Code and HCD Laws/Regulations.

12.1. Increased Base Price. The "Base Price" of the Residence means the purchase price paid by Owner (which is set forth in Recital E for the initial Owner), inclusive of closing costs actually paid by Owner. The "Increased Base Price" of the Residence means the Base Price, increased by the percentage of increase for a Lower Income Household adjusted for family size, for Ventura County as published by the California Department of Housing and Community Development as determined by California Health & Safety Code Section 50000 et seq. and applicable regulations adopted from time to time. The increase in household income shall be computed from the date of the original purchase of the Residence by Owner to the date of Transfer Notice. In the event that such income determination is no longer published, or has not been updated for a period of at least eighteen (18) months, City may use or develop such other reasonable method as it may choose in order to determine such increase in income.

12.2. Adjusted Increased Base Price. The Increased Base Price shall also be adjusted for the Value of Capital Improvements. The "Value of Capital Improvements" shall mean the value of substantial structural or permanent fixed improvements that cannot be removed without substantial damage to the Residence or substantial or total loss of value of the improvements. No such valuation shall be made except for improvements (i) made or installed by or under the direction of Owner and permitted by the covenants restricting the Project; (ii) approved in advance by City or its designee; and (iii) with an initial cost of Two Thousand Dollars ($2,000) or more. The value of such improvements to be taken into account in calculation of the Increased Base Price shall be the increase in value of the Residence by reason of the improvements, and shall be determined by agreement of City and Owner, or, in the event of failure to agree, by appraisal pursuant to Section 9.2.

13. ALTERNATIVE SALE & PAYMENT TO CITY. If a Transfer is not to an Eligible Purchaser (i.e., an Alternative Sale), Owner and City shall each receive a portion of the proceeds of the sale pursuant to this Section.

13.1. Disclosures and Submittals. Owner and Proposed Purchaser shall deliver to City the same information and documents as required by Section 11.1, except that (i) the financial statement of the Proposed Purchaser described in Section 11.1(b), and (ii) the Restrictive Covenants described in Section 11.1(e) and 11.1(f), shall not be required.

13.2. Amount Paid to City. City shall be entitled to receive the lesser of (i) its Initial Subsidy (defined below) plus the City's proportionate share of appreciation, and (ii) the sales price (provided the sales price is equal to Fair Market Value). The City's proportionate share of the Total Appreciation (defined in Section 13.4) shall be equal to the ratio of the City's Initial Subsidy to the Fair Market Value at the time of the initial sale to Owner ("City's Share of Appreciation"). City's Initial Subsidy means the Original Fair Market Value (as defined in Recital E) minus the Original Sales Price (as defined in Recital E), plus any down payment assistance from City ("Initial Subsidy").

City's share of sale proceeds shall be paid to City directly from escrow upon close of the Alternative Sale. In the event the amount due to City is not paid when due, the amount due to City

shall accrue interest at the rate of ten percent (10%) per annum but not to exceed the (maximum amount permitted by law, commencing on the date said amount should have been paid to City until said amount is actually paid to City ("**Default Interest**").

13.3. Amount Paid to Owner. Owner shall be entitled to receive the sum of (i) his/her/their down payment, (ii) the Value of Capital Improvements, if any, plus (iii) the Owner's Share of Appreciation, but less (a) any amounts to pay off the First Lender and any other liens, and (b) closing costs to be paid by Owner. "Owner's Share of Appreciation" shall be the Total Appreciation of the Residence less the City's Share of Appreciation.

13.4. "**Total Appreciation**" shall mean Fair Market Value (as defined in Section 9.1) at the time of the sale, less the sum of (i) the Fair Market Value at the time of original acquisition and (ii) the Value of Capital Improvements.

14. DEFAULTS AND REMEDIES. UPON A BREACH OF THIS AGREEMENT OR THE DEED OF TRUST BY OWNER, CITY SHALL GIVE WRITTEN NOTICE TO OWNER SPECIFYING IN REASONABLE DETAIL THE NATURE OF THE BREACH ("**BREACH NOTICE**"). IF THE BREACH IS NOT CURED TO THE SATISFACTION OF CITY WITHIN (I) TEN (10) DAYS AFTER DELIVERY OF THE BREACH NOTICE FOR FAILURE TO PAY ANY SUMS DUE TO THE CITY UNDER THIS AGREEMENT; (II) WITHIN THIRTY (30) DAYS AFTER DELIVERY OF THE BREACH NOTICE FOR FAILURE TO CURE ANY NON-MONETARY BREACH, AND (III) WITHIN THIRTY (30) DAYS AFTER RECORDATION OF A NOTICE OF DEFAULT UNDER ANY SENIOR NOTE OR TRUST DEED, CITY MAY THEREAFTER ELECT TO DECLARE OWNER IN DEFAULT UNDER THIS AGREEMENT BY DELIVERING A NOTICE OF DEFAULT TO OWNER AND FIRST LENDER ("**NOTICE OF DEFAULT**").

Immediately following the Notice of Default, City may apply to a court of competent jurisdiction for specific performance of this Agreement, or for any such other relief at law or in equity as may be appropriate, including foreclosure of the Deed of Trust for the amount the amounts to be paid to City pursuant to this Agreement including its attorney's fees.

15. NON-LIABILITY OF CITY. City shall not be liable or obligated to Owner or any successor-in-interest to Owner by reason of its option to purchase under Section 8 or for any failure to exercise its option to purchase under those Sections.

16. FANNIE MAE REQUIREMENTS.

16.1 Insurance Settlements and Condemnation Proceeds. The holder of the First Deed of Trust shall have first claim to insurance settlements and condemnation proceeds.

16.2 Termination Upon Foreclosure or Deed in Lieu of Foreclosure. The provisions of this Agreement shall automatically terminate and be of no further force and effect upon a foreclosure or deed in lieu of foreclosure. Any mortgagee who forecloses or accepts a deed in lieu of foreclosure shall take title free and clear of this Agreement and the covenants, conditions and restrictions set forth herein, and the City shall not be entitled to any proceeds from future sales or transfer of the property after foreclosure or acceptance of a deed in lieu of foreclosure.

16.3 Non-Applicability to Private Loans. To the extent Owner obtains a loan from a private individual, the provisions of this Section 16 shall not apply. Notwithstanding

the foregoing, the provisions of this Section 16 are intended to fully comply with all requirements of Fannie Mae and nothing contained in this Section 16.3 shall be deemed to supersede any requirements of 16.1 or 16.2 as to any Fannie Mae loan.

17. RESTRICTIONS OF FORECLOSURE PROCEEDS. If a creditor acquires title to the Residence through a deed in lieu of foreclosure, a trustee's deed upon foreclosure sale, or otherwise, Owner shall not be entitled to the proceeds of sale to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the amount Owner would have received by a sale in accordance with Section 11. Owner hereby irrevocably instructs the holder of such excess proceeds to pay such proceeds to City as consideration for the regulatory requirements of City allowing the Residence to be sold to a household that would not otherwise have been able to afford it.

18. BINDING ON SUCCESSOR. This Agreement shall bind, and the benefit hereof shall inure to, Owner and his/her/their heirs, legal representatives, executors, successors in interest and assigns for the Term.

19. SUPERIORITY OF RESTRICTIVE COVENANT. Owner covenants that he/she/they have not, and will not, execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that, in any event, this Agreement is controlling as to the rights and obligations between Owner (and its successors) and City.

20. RIGHTS OF BENEFICIARIES UNDER FIRST DEED OF TRUST.

20.1 This Agreement shall not diminish or affect the rights of the First Lender under the First Deed of Trust or any subsequent First Deed of Trust recorded against the Residence after the Effective Date in accordance with Section 6. For purposes of this Agreement, "**First Lender**" shall be the lender of a purchase money loan used for purchase of the Residence which loan is secured by a deed of trust in first position on record title to the Residence as well as a permitted refinancing permitted under Section 6 ("**First Deed of Trust**").

20.2 Upon written request from Owner, City shall execute a subordination agreement in a form reasonably required by the First Lender subordinating this Agreement to the lien of a First Deed of Trust provided that the First Lender agrees (i) to provide notice of any default to City concurrently with such notice being provided to Owner, and (ii) to permit the City to cure any default under the First Deed of Trust ("**Subordination Agreement**"). Any Subordination Agreement shall only run to the benefit of the First Lender and any subsequent holder of the First Deed of Trust but shall not affect the rights and obligations of City and Owner under this Agreement including, but not limited to, Section 15.

21. INVALID PROVISIONS. If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. GOVERNING LAW. This Agreement shall be interpreted under the laws of the State of California.

23. NOTICES. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as date received or the date delivery was refused as indicated on the return receipt

as follows:

To Owner:	At the address of the Residence
To City:	City of Ojai 401 S. Ventra Street Ojai, CA 93023 Attn: City Manager
With copy to:	City of Ojai 401 S. Ventra Street Ojai, CA 93023 Attn: City Attorney
To First Lender:	At the address shown on the First Deed of Trust.

A Party may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section 23.

24. ATTORNEY'S FEES. Should either Party incur attorney's fees in seeking the enforcement of this Agreement, whether or not a final court judgment is entered, the prevailing Party shall be entitled to reimbursement of all reasonable costs and expenses incurred by the prevailing Party in such legal proceeding, including reasonable attorneys' fees, court costs and expenses and consultant and expert witness fees and expenses.

25. AGREEMENT APPURTENANT TO RESIDENCE. This Agreement is appurtenant to and shall run with the Residence as a covenant and equitable servitude in favor of City and shall be binding on all subsequent owners of the Residence.

26. FURTHER ASSURANCES. The Parties shall execute any further documents in recordable form consistent with the terms of this Agreement as may from time to time be necessary or appropriate to effectuate the purpose of this Agreement. The City Manager is authorized to execute any further documents on behalf of City.

27. AMENDMENT OR MODIFICATION. No modification, rescission, waiver, release or amendment of any provision of this Agreement shall be made except by a written agreement executed by Developer and City.

28. CONSTRUCTION. This Agreement shall be construed according to its fair meaning as if prepared by both Parties to this Agreement. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

29. NO WAIVER. The failure of City to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of City's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

30. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties and supersedes all prior negotiations, discussions and previous agreements between City and Owner concerning all or any part of the subject matter of this Agreement. The Recitals are incorporated herein and made a part of this Agreement.

31. GOOD FAITH COVENANT. The Parties agree to cooperate in good faith to effect the intent of this Agreement.

32. COUNTERPARTS. This Agreement may be signed in counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

"OWNER"

_____
Name: _____

_____
Name: _____

"CITY"

CITY OF OJAI,
a municipal corporation

By: _____
Andy Gilman, Mayor

Date: _____, 2026

ATTEST:

By: _____
Weston Montgomery,
Chief Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Bethany Burgess, City Attorney

EXHIBIT A
LEGAL DESCRIPTION

That certain real property in the City of Ojai, County of Ventura, State of California legally described as follows:

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 _____, 20__ before me, _____ Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 of Notary

SEAL:

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 _____, 20__ before me, _____
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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, and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) 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 of Notary

SEAL

EXHIBIT E
COVENANT DEED OF TRUST

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Ojai
401 S Ventura Street
Ojai, CA 93023
Attn: City Clerk

Exempt from payment of recording fees pursuant to Government Code § 6103.

DEED OF TRUST WITH ASSIGNMENT OF RENTS

(Securing Affordable Housing Covenants)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of the ____ day of _____, 202_, by _____ (as "**Trustor**"), whose address is _____ Ojai, California _____, to FIDELITY NATIONAL TITLE INSURANCE COMPANY (as "**Trustee**"), for the benefit of the CITY OF OJAI, a California municipal corporation (as "**Beneficiary**"), whose address is 401 S Ventura Street, Ojai, CA 93023.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Ojai, County of Ventura, State of California, described as set forth on Exhibit A attached hereto and hereby incorporated herein by reference ("**Property**") together with rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing (1) that certain Affordability Covenants and Restrictions Affecting Real Property and Option to Purchase Property Secured by Deed of Trust of even date herewith between Trustor and Beneficiary, and extensions of modifications thereof which is being recorded concurrently herewith ("**Affordable Housing Agreement**"); (2) the performance of each agreement of Trustor incorporated by reference or contained herein; and (3) payment of any and all sums and interest thereon which may hereafter be loaned to Trustor, or his or her successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

THIS DEED OF TRUST IS HEREBY MODIFIED/SUPPLEMENTED BY THE TERMS OF THAT CERTAIN RIDER TO DEED OF TRUST WHICH IS ATTACHED TO THIS DEED OF TRUST AND HEREBY INCORPORATED BY REFERENCE.

To protect the security of this Deed of Trust, and with respect to the Property, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A, and it is mutually agreed that each and all of the terms and provisions set forth in subdivision B of the fictitious deed of trust recorded in Orange County August 17, 1964, and in all other counties August 18, 1964, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	5039	124	Sonoma	2057	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108

Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2055	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego	SERIES 5 Book 1964, Page 149774				

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivision A and B (identical in all counties, and printed on pages 3 and 4 hereof) are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge therefor does not exceed the maximum allowed by law.

TRUSTOR

_____

_____

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each county in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

1) To keep said property in good condition and repair, not to remove or demolish any building thereon; to complete or restore promptly and in a good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary of Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same is such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from the date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

1) That any award in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as “the person or persons legally entitled thereto.”

5) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or be a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collecting of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6) That upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which

notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

8) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

9) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO _____, TRUSTEE:

The undersigned is the legal owner and holder of the note or notes and of all indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, an all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

_____

_____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do Not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS RIDER TO DEED OF TRUST WITH ASSIGNMENT OF RENTS ("**Rider**") is attached to and incorporated by reference to that certain Deed of Trust With Assignment of Rents, executed by _____ as "**Trustor**," in which FIDELITY NATIONAL TITLE INSURANCE COMPANY is "**Trustee**," in favor of the CITY OF OJAI, a California municipal corporation, as "**Beneficiary**." The Deed of Trust, as hereby modified/supplemented by this Rider, is hereinafter referred to as the "**Deed of Trust**."

All terms which are not defined in this Deed of Trust shall have the meaning given in the Affordable Housing Agreement.

The parties hereto agree:

1. Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations:

a. Payment and performance of all obligations of Trustor under this Deed of Trust;

b. Payment of all obligations of Trustor under the Affordable Housing Agreement;

c. Payment of all future advances and other obligations of Trustor or any other person, firm, or entity with the approval of Trustor, may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when the obligation is evidenced by a writing which recites that it is secured by this Deed of Trust; and

d. All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

2. No Renting or Leasing. Trustor acknowledges and agrees that Trustor shall occupy the Property as Trustor's principal residence in accordance with the Affordable Housing Agreement and shall not rent or lease any portion of the Property. Nothing in the Deed of Trust including the assignment of rents shall be interpreted or construed to permit the Trustor to rent or lease any portion of the Property.

3. Mortgagee-in-Possession. Neither the assignment of rents set forth in the Deed of Trust nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property, unless Beneficiary, in person or by agent, assumes actual possession thereof. Nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise liable in any manner with respect to the Property.

4. Restriction on Transfer of Property; Beneficiary's Right to Accelerate. In no event shall Borrower transfer any portion of the Property in violation of the Affordable Housing Agreement without the prior express written consent of Beneficiary which consent shall be given by Beneficiary only in the event that Beneficiary determines that the assignee or transferee is an Eligible Purchaser, that the assignee's or transferee's monthly housing payments are at, or less than, an Affordable Housing Cost, and that the assignee or transferee has expressly complied with the terms of the Affordable Housing Agreement by execution of a written assignment and assumption

document to be provided by the Beneficiary. Violation of the transfer restrictions can result in the acceleration of all amounts as provided in the Affordable Housing Agreement.

5. No Cure. In the event Beneficiary collects and receives any rents under the Deed of Trust upon any default hereof, such collection or receipt shall in no way constitute a curing of the default.

6. Waiver. No delay or omission by Beneficiary in exercising any right or power accruing upon the compliance or failure of performance by Trustor hereto under the provisions of this Deed of Trust shall impair any such right or power or be construed to be a waiver thereof. A waiver by Beneficiary of a breach, default or any other failure of performance by Trustor of any of the covenants, conditions or agreements hereof to be performed by Trustor shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

7. Default. Any default under the Affordable Housing Agreement shall be deemed a default under this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Rider to be effective for all purposes as of the day and year first set forth above.

TRUSTOR:

_____

_____

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

All that certain property located in the City of Ojai, County of Ventura, State of California, legally described as follows:

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 _____)

On _____, 202_ before me, _____,
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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 _____

(Seal)

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 _____)

On _____ 2026, before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____

[SEAL]

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 _____)

On _____ 2026, before me, _____, Notary Public, personally appeared _____,who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____

[SEAL]

ATTACHMENT NO. 6

RELEASE OF CONSTRUCTION COVENANTS

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Ojai
401 South Ventura Street
Ojai, CA 93023
Attn: City Manager

(Space Above This Line for Recorder's Office Use Only)

RELEASE OF CONSTRUCTION COVENANTS

RECITALS:

Pursuant to that certain Disposition and Development Agreement ("**Agreement**") dated _____, 2026 between and between CITY OF OJAI, a municipal corporation ("**City**") and HABITAT FOR HUMANITY, VENTURA COUNTY, INC., a California Public Benefit Non-Profit corporation ("**Developer**"), Developer has agreed to develop a residential development ("**Project**") on the Site (as defined below).

A. As referenced in the Agreement, City is required to furnish Developer with a Release of Construction Covenants upon completion of construction and development, which release shall be in such form as to permit it to be recorded in the Ventura Official Records of the County Clerk of the County of Ventura, California.

B. Developer has requested that City furnish Developer with the Release of Construction Covenants for the Site more particularly described on Exhibit A attached hereto and incorporated herein by reference ("**Site**").

C. The Agreement provided for certain covenants to run with the land, which covenants were incorporated in the Master AH Agreement, as those terms are defined in the Agreement.

D. This Release of Construction Covenants shall constitute a conclusive determination by City of the satisfactory completion by Developer of the construction and development required by the Agreement and of Developer's full compliance with the terms of the Agreement with respect to such construction and development, but not of the Master AH Agreement, the provisions of which shall continue to run with the land pursuant to their terms.

E. City has conclusively determined that the construction and development on the Site required by the Agreement has been satisfactorily completed by Developer in full compliance with the terms of the Agreement.

NOW, THEREFORE, The improvements required to be constructed under the Agreement have

been satisfactorily completed in accordance with the provisions of said Agreement.

1. This Release shall constitute a conclusive determination of satisfaction of the agreements and covenants contained in the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the improvements and the dates for the beginning and completion thereof.

2. This Release shall not constitute evidence of Developer's compliance with the Master AH Agreement, the provisions of which shall continue to run with the land.

3. This Release shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage or any insurer of a mortgage, securing money loaned to finance the improvements or any part thereof.

4. This Release is not a Notice of Completion as referred to in California Civil Code Section 3093.

5. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the Agreement or any other provisions of the documents incorporated therein.

IN WITNESS WHEREOF, City has executed this Release of Construction Covenants this _____ day of _____, 202_.

CITY:

CITY OF OJAI,
a municipal corporation

By: Do not execute until project completed
Ben Harvey, City Manager

Dated: _____, 2026

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Bethany Burgess, City Attorney

ATTEST:

By: _____
Weston Montgomery,
Chief Deputy City Clerk

EXHIBIT "A"

LEGAL DESCRIPTION OF SITE

That certain real property in the City of Ojai, County of Ventura, State of California legally described as follows:

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)
) ss.
COUNTY OF _____)

On _____, 2026 before me, _____, a notary public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.

_____
Notary Public

SEAL:

ATTACHMENT NO. 7

MASTER FEE SCHEDULE

(Starts on following page)

City of Ojai
MASTER FEE SCHEDULE

Revised 6-11-19, Effective 7-1-19
(Unless Otherwise Stated)

City of Ojai
MASTER FEE SCHEDULE

Fee Category	Page
Administrative Fees	1
Development Fees	3
Traffic Mitigation Fees	6
Building & Safety Fees	7
Grading Permit & Plan Check Fees	13
Drainage Permit & Plan Check Fees	14
Encroachment Fees	15
Facilities & Services Fees	18
Recreation Brochure Advertising	21
Trolley Fees	22
Nordhoff Cemetery Fees	23
Parking Violations	24
Municipal Code Violations	25

City of Ojai

MASTER FEE SCHEDULE - Administrative Fees

#	Service	Description	Fee
	Citywide Records		
1	Documents		
	a) Hardcopy		
	i) Base Fee		$1
	ii) Per Page Fee		$0.08
	b) Non-Standard Requests	e.g. 18"x24" or large maps	pass-through of actual costs
2	CD or DVD Copy of File	non-audio/video; plus per sheet fee	$2
3	Audio/Video Recordings on CD or DVD		$15
4	Agenda Subscription		
	a) Available on City Website		no charge
	b) 12 Months		$40
5	Budget Book		
	a) Available on City Website		no charge
	b) Hardcopy		actual cost or per page charge
6	Requests Requiring Special Programming or Formatting		billed hourly or actual cost
7	Public Records Postage and Handling	if requested	
	a) Standard Delivery		$2.50
	b) Express Delivery		$22.50
8	Returned Check Fee		
	a) First Check		$25
	b) Each Additional Check		$35
9	Bed Tax Information		$25
10	Business License		
	a) Application Fee		$25
	b) Annual Renewal Fee		$10
	c) SB 1186 Fee	State fee	$4
	d) List Compilation		
	i) Complete		$70
	ii) 1-Year Update		$35
	iii) Special Business Type		$35
11	Cannabis (Revised 6-11-19, effective immediately)		
	a) Cannabis Business City License Application		$2,639
	b) Cannabis Business City Interview Fee		$984
	c) Cannabis Business City Annual License or Renewal		$4,803
12	Fingerprint Rolling Fee		
	a) First Card		$10

City of Ojai
MASTER FEE SCHEDULE - Administrative Fees

#	Service	Description	Fee
	b) Each Additional Card		$5
13	Filming Fees		
	a) Application Fee		$225
	b) Film Location Fee	per day fee; plus business license and encroachment permit	$275
	c) Still Photography Fee	per day fee; plus business license and encroachment permit	$150
	d) Public Parking Rental	per space, per day	$5
	e) Deposit for Staff Support	unused deposit will be refunded	$1,000
	f) Facility Use Fee	see facility fee schedule	varies
	g) Clean-up/Restoration Deposit	permittee will be charged direct costs for clean up or restoration if not performed	
	i) Small Event	if used add 25% of costs for administration	$250
	ii) Large Event	if used add 25% of costs for administration	$500
14	Mailing Labels	300-foot radius map and mailing labels	$225
15	Police Traffic Accident Report		$15
16	Special Permits: Solicitor, Peddler, Canvasser, etc.		$25
17	Taxi Cab	requires valid permit issued by County of Ventura, City of Ventura, or City of Oxnard, and Ojai business license	$25
18	Vehicle Impound	process release	$100
19	Uniform Transient Occupancy Tax	10% of transient occupancy rental	see Finance
20	Ojai Tourism Improvement District Assessment	1% of Transient Occupancy rental for a period beginning 11/1/2012 and ending 10/31/2017	see Finance

Personnel Hourly Rates

City personnel costs will be billed in quarter hour increments; at the currently adopted compensation rate (top step); with a 60% overhead factor; for each labor classification utilized. Services provided outside of the normal work schedule will be billed at time and one half. Standby call-out responses require a two hour minimum.

City Contractor Services

Contractor service costs will be billed actual invoice amount plus 15% overhead factor.

City of Ojai
MASTER FEE SCHEDULE - Development Fees

#	Service	Fee Type	Fixed Fee	Variable Fee			Note
				Base Fee	plus	Hourly / T&M	
1	Abandoned Property Registration	Fixed	$225				
2	Address Change/Assignment						
	a) Single Address	Fixed	$225				
	b) Multiple Addresses	Variable		$450	+	$225 per hour	
3	Animal Permit	Fixed	$225				
4	Annexation	Variable		$450	+	$225 per hour	
5	Appeal	Fixed	$300				[a]
6	Building Growth Allocation						
	a) Single Family	Fixed	$225				
	b) Multiple Family	Variable		$450	+	$225 per hour	
7	Certificate of Compliance	Variable		$450	+	$225 per hour	
8	Concept Review	Variable		$450	+	$225 per hour	
9	Conditional Use Permit (CUP)	Variable		$450	+	$225 per hour	
10	Conditional Use Permit (CUP) - Modification	Variable		$450	+	$225 per hour	
11	Condo Conversion	Variable		$450	+	$225 per hour	
12	Deed Restriction	Fixed	$225				
13	Design Review	Variable		$450	+	$225 per hour	
14	Development Agreement	Variable		$450	+	$225 per hour	
15	Development Agreement - Amendment	Variable		$450	+	$225 per hour	
16	Environmental Review						
	a) Categorical Exemption	Fixed	$225				
	b) All Other	Variable		$450	+	$225 per hour	
17	General Plan Amendment	Variable		$450	+	$225 per hour	
18	Historic Landmark Buildings Work Permit	Variable		$450	+	$225 per hour	
19	Land Use: Determination/Interpretation	Variable		$450	+	$225 per hour	
20	Historic Landmark Designation	Variable		$450	+	$225 per hour	
21	Landscape & Screening Plan, Review/Inspection	Variable		$450	+	$225 per hour	
22	Legal Doc. Review (CC&R's, etc.)	Variable		$450	+	$225 per hour	
23	Legal Lot Determination	Variable		$450	+	$225 per hour	
24	Lighting Plan Review/Inspection	Variable		$450	+	$225 per hour	
25	Lot Line Adjustment	Variable		$450	+	$225 per hour	
26	Mills Act Processing	Variable		$450	+	$225 per hour	
27	Modification/Amendment to Maps	Variable		$450	+	$225 per hour	
28	Modification/Amendment to Approved Plans	Variable		$450	+	$225 per hour	
29	Parking Plan Review Including resurfacing and restriping	Variable		$450	+	$225 per hour	

City of Ojai
MASTER FEE SCHEDULE - Development Fees

#	Service	Fee Type	Fixed Fee	Variable Fee			Note
				Base Fee	plus	Hourly / T&M	
30	Phasing Plan	Variable		$450	+	$225 per hour	
31	Planned Development Permit	Variable		$450	+	$225 per hour	
32	Pre-Application Review	Variable		$450	+	$225 per hour	
33	Reversion to Acreage	Variable		$450	+	$225 per hour	
34	Sign Program - Initial / Modification / Revision			$450	+	$225 per hour	
35	Sign Permit						
	a) Banner or Temporary	Fixed	$112				
	b) Banner-Theater Arts, Fine Arts, and Music Events	Fixed	$112				
	c) Sign Permit	Fixed	$225				
	d) Landmark Signs including Arcade Signs & Pennants	Variable		$450	+	$225 per hour	
36	Specific Plan	Variable		$450	+	$225 per hour	
37	Specific Plan - Amendment	Variable		$450	+	$225 per hour	
38	Sphere of Influence Revision	Variable		$450	+	$225 per hour	
39	Street Tree Plan Review/Inspection	Variable		$450	+	$225 per hour	
40	Street Vacation	Variable		$450	+	$225 per hour	
41	Subdivision						
	a) Tentative Map (Subdivision/Parcel/Tract)	Variable		$450	+	$225 per hour	
	a) Final Map (Subdivision/Parcel/Tract)	Variable		$450	+	$225 per hour	
	c) Improvement Plan Review	Variable		$450	+	$225 per hour	
	d) Inspections	Variable		$450	+	$225 per hour	
42	Temporary Use Permit						
	a) Temporary Use Permit (TUP)			$450	+	$225 per hour	
	b) (TUP) - Downtown Special Event Art		$112				
43	Time Extension	Fixed	$450				
44	Tree Permit						
	a) Annual Utility Tree Maintenance	Fixed	$0				
	b) All Others	Fixed	$225				
45	Vacant Building Monitoring	Fixed	$225				
46	Variance	Variable		$450	+	$225 per hour	
47	Waiver/Mod/Minor Variance (parking, paving, etc.)	Variable		$450	+	$225 per hour	
48	Zone Change (Map / Text)	Variable		$450	+	$225 per hour	
49	Zoning Clearance						
	a) Business License						
	i) Use & Occupancy: Non-Residential	Fixed	$112				
	ii) Home Occupation	Fixed	$112				
	b) Post Entitlement Plan Check						
	i) Ministerial Projects	Fixed	$112				
	ii) Admin. Decision	Fixed	$225				
	iii) Single-Family Residential (public hearing)	Fixed	$281				

City of Ojai
MASTER FEE SCHEDULE - Development Fees

#	Service	Fee Type	Fixed Fee	Variable Fee			Note
				Base Fee	plus	Hourly / T&M	
	iv) Mixed-Use	Fixed	$1,350				
	v) Multi-Family Residential						
	i) Up to 5 units	Fixed	$1,013				
	ii) Up to 6-15 units	Fixed	$1,350				
	iii) 16+ units	Fixed	$2,025				
	vi) Non-Residential						
	i) 1 - 5,000 SF Building	Fixed	$1,013				
	ii) 5,001 - 10,000 SF Building	Fixed	$1,350				
	iii) Building Over 10,000 SF	Fixed	$2,025				
50	Zoning Letter						
	a) Basic Property Information	Fixed	$450				
	b) Basic Property Info with Add'l Research Req'd	Fixed	$900				
51	For Services Not Identified in this Schedule	Variable				$225 per hour	

OVERVIEW OF FEE CHARGING PROCEDURES

"Fixed Fee" - A "fixed-fee" is intended to cover the average cost of processing the subject permit or service. Once paid, this fee cannot be refunded if and when the subject application is withdrawn. No additional charges will be billed by the City should the cost of processing exceed the specified amount of this fee.

"Variable Fee" – For variable fee services, the City of Ojai intends to recover the actual cost of permit or service processing. Cost recovery means that the applicant will be billed for the full cost of processing the application, based on actual staff time. This includes, but is not limited to, time spent reviewing application materials; responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors, and interested parties; attendance and participation at meetings and public hearings; and preparation of staff reports and other correspondence. These costs apply even if the application is eventually withdrawn.

The variable fees listed in the fee schedule for the various permit types typically cover only a portion of the total processing costs. For applications and service requests with costs exceeding the base fee collected, a monthly bill will be sent to the applicant requesting payment for staff time spent on the project. In addition, separate fees may be charged by other municipal agencies and departments for their review of discretionary projects.

If, in the course of processing an application, the applicable billed fees and charges have not been paid within 45 days, the City may suspend processing the application, or after a hearing, deny such application based on the applicant's failure to pay said fees and charges.

NOTES

[a] Appeal fee is per appeal.

City of Ojai

MASTER FEE SCHEDULE - Traffic Mitigation Fees

#	Service	County	City
1	Residential		
	a) Single Family	$117	$593.40
	b) Senior Housing	$34	$178.02
	c) Other Housing	$84	$415.38
2	Commercial / Industrial		
	a) General Commercial-Retail	$156	$792.12
	b) General Industrial	$31	$158.70
	c) General Office	$127	$633.42
	d) Gas Station	$294	$1,484.88
	e) Automatic Car Wash	$782	$3,873.66
	f) Self Service Car Wash	$382	$1,980.30
	g) Hotel	$90	$445.74
	h) Food Service - Quality	$609	$3,069.12
	i) Food Service - High Turnover Sit-down	$1,269	$6,434.94
	j) Food Service - Fast Food	$1,778	$9,022.44
3	Hospitals - Care Facility		
	a) General	$148	$7,425.78
	b) Convalescent Care	$20	$99.36
	c) Day Care	$13	$74.52
4	Traffic Study (case by case)	$9.77	$50.88

Note:
Traffic Mitigation fees have been established to mitigate the impact of new development on the transportation infrastructure serving the Ojai Valley. Since the impact of development extends across City limits, the City and County have entered into an agreement where each entity collects the other entities share of the fee for developments within their respective jurisdictions.

City of Ojai

MASTER FEE SCHEDULE - Building & Safety Fees

#	Description	Fee	Note
	Fees for Individual Requests (Stand-Alone) for Mechanical, Electrical, and/or Plumbing Permits and other commonly requested permits. Note: The fee amounts shown include all permit issuance, plan review, and inspection fees. However, additional fees may apply for review required by other departments or agencies (e.g. zoning clearance review).		
1	HVAC Change-Out - Residential	$174	
2	HVAC Change-Out - Commercial (per unit)	$233	
3	Residential Solar < 10 kW	$349	
4	Service Panel Upgrade - Residential	$174	
5	Service Panel Upgrade - Commercial	$233	
6	Water Heater Change-Out	$174	
7	Line Repair - Sewer / Water / Gas	$174	
8	Residential Re-Roof		
	a) Up to 2,000 SF	$388	
	b) Each Add'l 1,000 SF or fraction thereof	$78	
9	Demolition	$233	
10	Temporary Power Pole	$174	
11	Swimming Pool Only	$1,550	
12	Swimming Pool w/ Spa	$1,860	
13	Patio		
	a) Standard (Wood/Metal Frame)		
	i) Up to 200 SF	$271	
	ii) Greater than 200 SF	$349	
	b) Upgraded (with electrical, stucco, fans, etc.)		
	i) Up to 200 SF	$465	
	ii) Greater than 200 SF	$543	
14	Window / Sliding Glass Door		
	a) Retrofit / Repair		
	i) Up to 5	$233	
	ii) Each additional 5	$39	
	b) New / Alteration		
	i) First	$310	
	ii) Each additional	$58	
	Fees for Individual Requests (Stand-Alone) for Mechanical, Electrical, and/or Plumbing Permits and Miscellaneous Items not listed above. Note: The fee amounts shown include all permit issuance, plan review, and inspection fees. However, additional fees may apply for review required by other departments or agencies (e.g. zoning clearance review).		
15	**Other Stand-Alone Mechanical, Electric, Plumbing, and Miscellaneous Items Permits**		
	a) Valuation: Up to $2,000	$174.00	
	b) Valuation: $2,001 to $4,000	$233.00	
	c) Valuation: $4,001 to $10,000		
	i) Fee for first $4,000	$233.00	
	ii) Fee for each additional $1,000, or fraction thereof, to and including $10,000	$19.33	
	d) Valuation: $10,001 and Up		
	i) Fee for first $10,000	$349.00	
	ii) Fee for each additional $1,000, or fraction thereof, to and including $50,000	$9.67	

City of Ojai

MASTER FEE SCHEDULE - Building & Safety Fees

Building Permit and Plan Check Fees New Construction, Additions, Tenant Improvements, Residential Remodels

			Plan Review		Permit		Total - Plan Review & Permit	
			Bldg Type - I-B, II-B, III-B, IV, V-B		Bldg Type - I-B, II-B, III-B, IV, V-B		Bldg Type - I-B, II-B, III-B, IV, V-B	
	Occupancy Classification	Threshold SqFt	Base Fee	Fee Per Add'l 100 SF	Base Fee	Fee Per Add'l 100 SF	Base Fee	Fee Per Add'l 100 SF
1	A, B, E, F, H, I, M, S -	1,000	$ 3,255.00	$ 42.63	$ 3,410.00	$ 42.63	$ 6,665.00	$ 85.25
	Assembly; Business, Educational;	5,000	$ 4,960.00	$ 55.80	$ 5,115.00	$ 55.80	$ 10,075.00	$ 111.60
	Factory; Hazard; Institutional;	10,000	$ 7,750.00	$ 27.90	$ 7,905.00	$ 29.45	$ 15,655.00	$ 57.35
	Mercantile; Storage	20,000	$ 10,540.00	$ 42.37	$ 10,850.00	$ 57.87	$ 21,390.00	$ 100.23
		50,000	$ 23,250.00	$ 40.30	$ 28,210.00	$ 5.58	$ 51,460.00	$ 45.88
		100,000	$ 43,400.00	$ 40.30	$ 31,000.00	$ 5.58	$ 74,400.00	$ 45.88
2	R-1, R-2 - Multi-Family	1,000	$ 3,100.00	$ 46.50	$ 3,701.40	$ 42.82	$ 6,801.40	$ 89.32
		5,000	$ 4,960.00	$ 55.80	$ 5,414.15	$ 45.17	$ 10,374.15	$ 100.97
		10,000	$ 7,750.00	$ 27.90	$ 7,672.50	$ 31.47	$ 15,422.50	$ 59.37
		20,000	$ 10,540.00	$ 40.30	$ 10,819.00	$ 38.47	$ 21,359.00	$ 78.77
		50,000	$ 22,630.00	$ 41.54	$ 22,358.75	$ 17.28	$ 44,988.75	$ 58.82
		100,000	$ 43,400.00	$ 41.54	$ 31,000.00	$ 17.28	$ 74,400.00	$ 58.82
3	All - Alterations/Improvements -	200	$ 829.25	$ 46.50	$ 1,336.88	$ 76.53	$ 2,166.13	$ 123.03
	Plan Check Required Non-	1,000	$ 1,201.25	$ 21.70	$ 1,949.13	$ 10.46	$ 3,150.38	$ 32.16
	Residential	2,000	$ 1,418.25	$ 23.06	$ 2,053.75	$ 11.24	$ 3,472.00	$ 34.29
		4,000	$ 1,879.38	$ 3.62	$ 2,278.50	$ 5.62	$ 4,157.88	$ 9.24
		10,000	$ 2,096.38	$ 3.41	$ 2,615.63	$ 8.72	$ 4,712.00	$ 12.13
		20,000	$ 2,437.38	$ 3.41	$ 3,487.50	$ 8.72	$ 5,924.88	$ 12.13
4	R-3 - Dwellings Custom, Model	200	$ 620.00	$ 77.50	$ 1,240.00	$ 116.25	$ 1,860.00	$ 193.75
		1,000	$ 1,240.00	$ 124.00	$ 2,170.00	$ 62.00	$ 3,410.00	$ 186.00
		2,000	$ 2,480.00	$ 31.00	$ 2,790.00	$ 31.00	$ 5,270.00	$ 62.00
		3,000	$ 2,790.00	$ 31.00	$ 3,100.00	$ 31.00	$ 5,890.00	$ 62.00
		4,000	$ 3,100.00	$ 31.00	$ 3,410.00	$ 31.00	$ 6,510.00	$ 62.00
		5,000	$ 3,410.00	$ 6.20	$ 3,720.00	$ 6.20	$ 7,130.00	$ 12.40
		10,000	$ 3,720.00	$ 6.20	$ 4,030.00	$ 6.20	$ 7,750.00	$ 12.40
5	R-3 - Dwellings Production Phase	1,000	$ 620.00	$ -	$ 2,170.00	$ 62.00	$ 2,790.00	$ 62.00
		2,000	$ 620.00	$ -	$ 2,790.00	$ 31.00	$ 3,410.00	$ 31.00
		3,000	$ 620.00	$ -	$ 3,100.00	$ 31.00	$ 3,720.00	$ 31.00
		4,000	$ 620.00	$ -	$ 3,410.00	$ 31.00	$ 4,030.00	$ 31.00
		5,000	$ 620.00	$ -	$ 3,720.00	$ 6.20	$ 4,340.00	$ 6.20
		10,000	$ 620.00	$ -	$ 4,030.00	$ 6.20	$ 4,650.00	$ 6.20
6	Residential Alterations (Remodel)	100	$ 155.00	$ -	$ 310.00	$ -	$ 465.00	$ -
	Non-Structural	200	$ 155.00	$ 155.00	$ 310.00	$ -	$ 465.00	$ 155.00
		300	$ 310.00	$ -	$ 310.00	$ -	$ 620.00	$ -
		400	$ 310.00	$ -	$ 310.00	$ -	$ 620.00	$ -
		500	$ 310.00	$ 31.00	$ 310.00	$ 31.00	$ 620.00	$ 62.00
		1,000	$ 465.00	$ 31.00	$ 465.00	$ 31.00	$ 930.00	$ 62.00
7	Residential Alterations (Remodel)	100	$ 232.50	$ -	$ 310.00	$ -	$ 542.50	$ -
	Structural	200	$ 232.50	$ 155.00	$ 310.00	$ -	$ 542.50	$ 155.00
		300	$ 387.50	$ 155.00	$ 310.00	$ -	$ 697.50	$ 155.00
		400	$ 542.50	$ 155.00	$ 310.00	$ -	$ 852.50	$ 155.00
		500	$ 697.50	$ 15.50	$ 310.00	$ 31.00	$ 1,007.50	$ 46.50
		1,000	$ 775.00	$ 15.50	$ 465.00	$ 31.00	$ 1,240.00	$ 46.50
8	Residential Additions	100	$ 310.00	$ 155.00	$ 310.00	$ -	$ 620.00	$ 155.00
		200	$ 465.00	$ 155.00	$ 310.00	$ -	$ 775.00	$ 155.00
		300	$ 620.00	$ 77.50	$ 310.00	$ 77.50	$ 930.00	$ 155.00
		400	$ 697.50	$ 77.50	$ 387.50	$ 77.50	$ 1,085.00	$ 155.00
		500	$ 775.00	$ 31.00	$ 465.00	$ 93.00	$ 1,240.00	$ 124.00
		1,000	$ 930.00	$ 31.00	$ 930.00	$ 93.00	$ 1,860.00	$ 124.00
9	U - Utility Structures and Buildings	500	$ 310.00	$ 93.00	$ 310.00	$ 93.00	$ 620.00	$ 186.00
		1,000	$ 775.00	$ 4.84	$ 775.00	$ 59.68	$ 1,550.00	$ 64.52
		2,000	$ 823.44	$ 5.49	$ 1,371.75	$ 2.71	$ 2,195.19	$ 8.20
		5,000	$ 988.13	$ 3.10	$ 1,453.13	$ 9.69	$ 2,441.25	$ 12.79
		10,000	$ 1,143.13	$ 3.10	$ 1,937.50	$ 9.69	$ 3,080.63	$ 12.79
10	0 - All Shell Buildings	1,000	$ 2,480.00	$ 42.63	$ 2,635.00	$ 42.63	$ 5,115.00	$ 85.25
		5,000	$ 4,185.00	$ 55.80	$ 4,340.00	$ 55.80	$ 8,525.00	$ 111.60
		10,000	$ 6,975.00	$ 27.90	$ 7,130.00	$ 29.45	$ 14,105.00	$ 57.35
		20,000	$ 9,765.00	$ 39.78	$ 10,075.00	$ 55.28	$ 19,840.00	$ 95.07
		50,000	$ 21,700.00	$ 37.20	$ 26,660.00	$ 5.58	$ 48,360.00	$ 42.78
		100,000	$ 40,300.00	$ 37.20	$ 29,450.00	$ 5.58	$ 69,750.00	$ 42.78

For Permits Requiring Plumbing, Electric, or Mechanical Review, the Following Percentages Shall be Added to the Fee		
11	Plumbing Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12
12	Electrical Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12
13	Mechanical Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12

City of Ojai

MASTER FEE SCHEDULE - Building & Safety Fees

Building Permit and Plan Check Fees New Construction, Additions, Tenant Improvements, Residential Remodels

			Plan Review		Permit		Total - Plan Review & Permit	
			Bldg Type - II-A, III-A, V-A		Bldg Type - II-A, III-A, V-A		Bldg Type - II-A, III-A, V-A	
	Occupancy Classification	Threshold SqFt	Base Fee	Fee Per Add'l 100 SF	Base Fee	Fee Per Add'l 100 SF	Base Fee	Fee Per Add'l 100 SF
1	A, B, E, F, H, I, M, S -	1,000	$ 3,255.00	$ 42.63	$ 3,410.00	$ 42.63	$ 6,665.00	$ 85.25
	Assembly; Business, Educational;	5,000	$ 4,960.00	$ 55.80	$ 5,115.00	$ 55.80	$ 10,075.00	$ 111.60
	Factory; Hazard; Institutional;	10,000	$ 7,750.00	$ 27.90	$ 7,905.00	$ 29.45	$ 15,655.00	$ 57.35
	Mercantile; Storage	20,000	$ 10,540.00	$ 42.37	$ 10,850.00	$ 57.87	$ 21,390.00	$ 100.23
		50,000	$ 23,250.00	$ 40.30	$ 28,210.00	$ 5.58	$ 51,460.00	$ 45.88
		100,000	$ 43,400.00	$ 40.30	$ 31,000.00	$ 5.58	$ 74,400.00	$ 45.88
2	R-1, R-2 - Multi-Family	1,000	$ 3,100.00	$ 46.50	$ 3,701.40	$ 42.82	$ 6,801.40	$ 89.32
		5,000	$ 4,960.00	$ 55.80	$ 5,414.15	$ 45.17	$ 10,374.15	$ 100.97
		10,000	$ 7,750.00	$ 27.90	$ 7,672.50	$ 31.47	$ 15,422.50	$ 59.37
		20,000	$ 10,540.00	$ 40.30	$ 10,819.00	$ 38.47	$ 21,359.00	$ 78.77
		50,000	$ 22,630.00	$ 41.54	$ 22,358.75	$ 17.28	$ 44,988.75	$ 58.82
		100,000	$ 43,400.00	$ 41.54	$ 31,000.00	$ 17.28	$ 74,400.00	$ 58.82
3	All - Alterations/Improvements -	200	$ 995.10	$ 55.80	$ 1,604.25	$ 91.84	$ 2,599.35	$ 147.64
	Plan Check Required Non-	1,000	$ 1,441.50	$ 26.04	$ 2,338.95	$ 12.56	$ 3,780.45	$ 38.59
	Residential	2,000	$ 1,701.90	$ 27.67	$ 2,464.50	$ 13.49	$ 4,166.40	$ 41.15
		4,000	$ 2,255.25	$ 4.34	$ 2,734.20	$ 6.74	$ 4,989.45	$ 11.08
		10,000	$ 2,515.65	$ 4.09	$ 3,138.75	$ 10.46	$ 5,654.40	$ 14.55
		20,000	$ 2,924.85	$ 4.09	$ 4,185.00	$ 10.46	$ 7,109.85	$ 14.55
4	R-3 - Dwellings Custom, Model	200	$ 620.00	$ 77.50	$ 1,240.00	$ 116.25	$ 1,860.00	$ 193.75
		1,000	$ 1,240.00	$ 124.00	$ 2,170.00	$ 62.00	$ 3,410.00	$ 186.00
		2,000	$ 2,480.00	$ 31.00	$ 2,790.00	$ 31.00	$ 5,270.00	$ 62.00
		3,000	$ 2,790.00	$ 31.00	$ 3,100.00	$ 31.00	$ 5,890.00	$ 62.00
		4,000	$ 3,100.00	$ 31.00	$ 3,410.00	$ 31.00	$ 6,510.00	$ 62.00
		5,000	$ 3,410.00	$ 6.20	$ 3,720.00	$ 6.20	$ 7,130.00	$ 12.40
		10,000	$ 3,720.00	$ 6.20	$ 4,030.00	$ 6.20	$ 7,750.00	$ 12.40
5	R-3 - Dwellings Production Phase	1,000	$ 620.00	$ -	$ 2,170.00	$ 62.00	$ 2,790.00	$ 62.00
		2,000	$ 620.00	$ -	$ 2,790.00	$ 31.00	$ 3,410.00	$ 31.00
		3,000	$ 620.00	$ -	$ 3,100.00	$ 31.00	$ 3,720.00	$ 31.00
		4,000	$ 620.00	$ -	$ 3,410.00	$ 31.00	$ 4,030.00	$ 31.00
		5,000	$ 620.00	$ -	$ 3,720.00	$ 6.20	$ 4,340.00	$ 6.20
		10,000	$ 620.00	$ -	$ 4,030.00	$ 6.20	$ 4,650.00	$ 6.20
6	Residential Alterations (Remodel)	100	$ 155.00	$ -	$ 310.00	$ -	$ 465.00	$ -
	Non-Structural	200	$ 155.00	$ 155.00	$ 310.00	$ -	$ 465.00	$ 155.00
		300	$ 310.00	$ -	$ 310.00	$ -	$ 620.00	$ -
		400	$ 310.00	$ -	$ 310.00	$ -	$ 620.00	$ -
		500	$ 310.00	$ 31.00	$ 310.00	$ 31.00	$ 620.00	$ 62.00
		1,000	$ 465.00	$ 31.00	$ 465.00	$ 31.00	$ 930.00	$ 62.00
7	Residential Alterations (Remodel)	100	$ 232.50	$ -	$ 310.00	$ -	$ 542.50	$ -
	Structural	200	$ 232.50	$ 155.00	$ 310.00	$ -	$ 542.50	$ 155.00
		300	$ 387.50	$ 155.00	$ 310.00	$ -	$ 697.50	$ 155.00
		400	$ 542.50	$ 155.00	$ 310.00	$ -	$ 852.50	$ 155.00
		500	$ 697.50	$ 15.50	$ 310.00	$ 31.00	$ 1,007.50	$ 46.50
		1,000	$ 775.00	$ 15.50	$ 465.00	$ 31.00	$ 1,240.00	$ 46.50
8	Residential Additions	100	$ 310.00	$ 155.00	$ 310.00	$ -	$ 620.00	$ 155.00
		200	$ 465.00	$ 155.00	$ 310.00	$ -	$ 775.00	$ 155.00
		300	$ 620.00	$ 77.50	$ 310.00	$ 77.50	$ 930.00	$ 155.00
		400	$ 697.50	$ 77.50	$ 387.50	$ 77.50	$ 1,085.00	$ 155.00
		500	$ 775.00	$ 31.00	$ 465.00	$ 93.00	$ 1,240.00	$ 124.00
		1,000	$ 930.00	$ 31.00	$ 930.00	$ 93.00	$ 1,860.00	$ 124.00
9	U - Utility Structures and Buildings	500	$ 310.00	$ 93.00	$ 310.00	$ 93.00	$ 620.00	$ 186.00
		1,000	$ 775.00	$ 21.31	$ 775.00	$ 87.11	$ 1,550.00	$ 108.42
		2,000	$ 988.13	$ 6.59	$ 1,646.10	$ 3.26	$ 2,634.23	$ 9.84
		5,000	$ 1,185.75	$ 3.72	$ 1,743.75	$ 11.63	$ 2,929.50	$ 15.35
		10,000	$ 1,371.75	$ 3.72	$ 2,325.00	$ 11.63	$ 3,696.75	$ 15.35
10	0 - All Shell Buildings	1,000	$ 2,480.00	$ 42.63	$ 2,635.00	$ 42.63	$ 5,115.00	$ 85.25
		5,000	$ 4,185.00	$ 55.80	$ 4,340.00	$ 55.80	$ 8,525.00	$ 111.60
		10,000	$ 6,975.00	$ 27.90	$ 7,130.00	$ 29.45	$ 14,105.00	$ 57.35
		20,000	$ 9,765.00	$ 39.78	$ 10,075.00	$ 55.28	$ 19,840.00	$ 95.07
		50,000	$ 21,700.00	$ 37.20	$ 26,660.00	$ 5.58	$ 48,360.00	$ 42.78
		100,000	$ 40,300.00	$ 37.20	$ 29,450.00	$ 5.58	$ 69,750.00	$ 42.78

For Permits Requiring Plumbing, Electric, or Mechanical Review, the Following Percentages Shall be Added to the Fee		
11	Plumbing Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12
12	Electrical Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12
13	Mechanical Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12

City of Ojai

MASTER FEE SCHEDULE - Building & Safety Fees

Building Permit and Plan Check Fees New Construction, Additions, Tenant Improvements, Residential Remodels

			Plan Review		Permit		Total - Plan Review & Permit	
			Bldg Type - I FR, II FR		Bldg Type - I FR, II FR		Bldg Type - I FR, II FR	
	Occupancy Classification	Threshold SqFt	Base Fee	Fee Per Add'l 100 SF	Base Fee	Fee Per Add'l 100 SF	Base Fee	Fee Per Add'l 100 SF
1	A, B, E, F, H, I, M, S -	1,000	$ 3,875.00	$ 42.63	$ 4,185.00	$ 38.75	$ 8,060.00	$ 81.38
	Assembly; Business, Educational;	5,000	$ 5,580.00	$ 58.90	$ 5,735.00	$ 58.90	$ 11,315.00	$ 117.80
	Factory; Hazard; Institutional;	10,000	$ 8,525.00	$ 23.25	$ 8,680.00	$ 29.45	$ 17,205.00	$ 52.70
	Mercantile; Storage	20,000	$ 10,850.00	$ 46.50	$ 11,625.00	$ 60.45	$ 22,475.00	$ 106.95
		50,000	$ 24,800.00	$ 37.20	$ 29,760.00	$ 2.48	$ 54,560.00	$ 39.68
		100,000	$ 43,400.00	$ 37.20	$ 31,000.00	$ 2.48	$ 74,400.00	$ 39.68
2	R-1, R-2 - Multi-Family	1,000	$ 3,875.00	$ 44.56	$ 4,155.55	$ 37.12	$ 8,030.55	$ 81.69
		5,000	$ 5,657.50	$ 57.35	$ 5,640.45	$ 58.47	$ 11,297.95	$ 115.82
		10,000	$ 8,525.00	$ 23.25	$ 8,563.75	$ 30.15	$ 17,088.75	$ 53.40
		20,000	$ 10,850.00	$ 45.98	$ 11,578.50	$ 59.57	$ 22,428.50	$ 105.56
		50,000	$ 24,645.00	$ 37.51	$ 29,450.00	$ 3.10	$ 54,095.00	$ 40.61
		100,000	$ 43,400.00	$ 37.51	$ 31,000.00	$ 3.10	$ 74,400.00	$ 40.61
3	All - Alterations/Improvements -	200	$ 1,243.88	$ 69.75	$ 2,005.31	$ 114.80	$ 3,249.19	$ 184.55
	Plan Check Required Non-	1,000	$ 1,801.88	$ 32.55	$ 2,923.69	$ 15.69	$ 4,725.56	$ 48.24
	Residential	2,000	$ 2,127.38	$ 34.58	$ 3,080.63	$ 16.86	$ 5,208.00	$ 51.44
		4,000	$ 2,819.06	$ 5.42	$ 3,417.75	$ 8.43	$ 6,236.81	$ 13.85
		10,000	$ 3,144.56	$ 5.12	$ 3,923.44	$ 13.08	$ 7,068.00	$ 18.19
		20,000	$ 3,656.06	$ 5.12	$ 5,231.25	$ 13.08	$ 8,887.31	$ 18.19
4	R-3 - Dwellings Custom, Model	200	$ 620.00	$ 77.50	$ 1,240.00	$ 116.25	$ 1,860.00	$ 193.75
		1,000	$ 1,240.00	$ 124.00	$ 2,170.00	$ 62.00	$ 3,410.00	$ 186.00
		2,000	$ 2,480.00	$ 31.00	$ 2,790.00	$ 31.00	$ 5,270.00	$ 62.00
		3,000	$ 2,790.00	$ 31.00	$ 3,100.00	$ 31.00	$ 5,890.00	$ 62.00
		4,000	$ 3,100.00	$ 31.00	$ 3,410.00	$ 31.00	$ 6,510.00	$ 62.00
		5,000	$ 3,410.00	$ 6.20	$ 3,720.00	$ 6.20	$ 7,130.00	$ 12.40
		10,000	$ 3,720.00	$ 6.20	$ 4,030.00	$ 6.20	$ 7,750.00	$ 12.40
5	R-3 - Dwellings Production Phase	1,000	$ 620.00	$ -	$ 2,170.00	$ 62.00	$ 2,790.00	$ 62.00
		2,000	$ 620.00	$ -	$ 2,790.00	$ 31.00	$ 3,410.00	$ 31.00
		3,000	$ 620.00	$ -	$ 3,100.00	$ 31.00	$ 3,720.00	$ 31.00
		4,000	$ 620.00	$ -	$ 3,410.00	$ 31.00	$ 4,030.00	$ 31.00
		5,000	$ 620.00	$ -	$ 3,720.00	$ 6.20	$ 4,340.00	$ 6.20
		10,000	$ 620.00	$ -	$ 4,030.00	$ 6.20	$ 4,650.00	$ 6.20
6	Residential Alterations (Remodel)	100	$ 155.00	$ -	$ 310.00	$ -	$ 465.00	$ -
	Non-Structural	200	$ 155.00	$ 155.00	$ 310.00	$ -	$ 465.00	$ 155.00
		300	$ 310.00	$ -	$ 310.00	$ -	$ 620.00	$ -
		400	$ 310.00	$ -	$ 310.00	$ -	$ 620.00	$ -
		500	$ 310.00	$ 31.00	$ 310.00	$ 31.00	$ 620.00	$ 62.00
		1,000	$ 465.00	$ 31.00	$ 465.00	$ 31.00	$ 930.00	$ 62.00
7	Residential Alterations (Remodel)	100	$ 232.50	$ -	$ 310.00	$ -	$ 542.50	$ -
	Structural	200	$ 232.50	$ 155.00	$ 310.00	$ -	$ 542.50	$ 155.00
		300	$ 387.50	$ 155.00	$ 310.00	$ -	$ 697.50	$ 155.00
		400	$ 542.50	$ 155.00	$ 310.00	$ -	$ 852.50	$ 155.00
		500	$ 697.50	$ 15.50	$ 310.00	$ 31.00	$ 1,007.50	$ 46.50
		1,000	$ 775.00	$ 15.50	$ 465.00	$ 31.00	$ 1,240.00	$ 46.50
8	Residential Additions	100	$ 310.00	$ 155.00	$ 310.00	$ -	$ 620.00	$ 155.00
		200	$ 465.00	$ 155.00	$ 310.00	$ -	$ 775.00	$ 155.00
		300	$ 620.00	$ 77.50	$ 310.00	$ 77.50	$ 930.00	$ 155.00
		400	$ 697.50	$ 77.50	$ 387.50	$ 77.50	$ 1,085.00	$ 155.00
		500	$ 775.00	$ 31.00	$ 465.00	$ 93.00	$ 1,240.00	$ 124.00
		1,000	$ 930.00	$ 31.00	$ 930.00	$ 93.00	$ 1,860.00	$ 124.00
9	U - Utility Structures and Buildings	500	$ 310.00	$ 93.00	$ 310.00	$ 93.00	$ 620.00	$ 186.00
		1,000	$ 775.00	$ 46.02	$ 775.00	$ 128.26	$ 1,550.00	$ 174.28
		2,000	$ 1,235.16	$ 8.23	$ 2,057.63	$ 4.07	$ 3,292.78	$ 12.30
		5,000	$ 1,482.19	$ 4.65	$ 2,179.69	$ 14.53	$ 3,661.88	$ 19.18
		10,000	$ 1,714.69	$ 4.65	$ 2,906.25	$ 14.53	$ 4,620.94	$ 19.18
10	0 - All Shell Buildings	1,000	$ 3,100.00	$ 42.63	$ 3,410.00	$ 38.75	$ 6,510.00	$ 81.38
		5,000	$ 4,805.00	$ 58.90	$ 4,960.00	$ 58.90	$ 9,765.00	$ 117.80
		10,000	$ 7,750.00	$ 23.25	$ 7,905.00	$ 29.45	$ 15,655.00	$ 52.70
		20,000	$ 10,075.00	$ 43.92	$ 10,850.00	$ 57.87	$ 20,925.00	$ 101.78
		50,000	$ 23,250.00	$ 34.10	$ 28,210.00	$ 2.48	$ 51,460.00	$ 36.58
		100,000	$ 40,300.00	$ 34.10	$ 29,450.00	$ 2.48	$ 69,750.00	$ 36.58

For Permits Requiring Plumbing, Electric, or Mechanical Review, the Following Percentages Shall be Added to the Fee		
11	Plumbing Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12
12	Electrical Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12
13	Mechanical Plan Review and Inspection Fees	Calculated Plan Review and Permit Fee x .12

City of Ojai
MASTER FEE SCHEDULE - Building & Safety Fees

#	Description	Fee
	Other Fees, If Applicable	
1	Permit Issuance Fee (applies to all permits for New Bldgs, Additions, Tenant Improvements, Resid. Remodels, and Combined Mech., Elect., and/or Plumbing Permits)	$103
2	General Plan Maintenance Surcharge (per $1,000 of valuation)	$5.00
3	Technology Surcharge (per $1,000 of valuation)	$1.50
4	Plan Filing Fee (per sheet)	$1.25
5	SB 1473 Fee (per $25,000 of valuation)	$1.00
6	SMIP Fee	
	i) Residential (per $1 of valuation)	$0.00013
	ii) Commercial (per $1 of valuation)	$0.00028
7	Phased Plan Check	1.5x full plan check fee for entire bldg
8	Alternate Materials and Materials Review (per hour)	$155
9	Hourly Fee for Services Not Listed in the Fee Schedule (per hour)	$155
10	After Hours Inspection (per hour; 4-hour minimum)	$180
11	Missed Inspection / Excess Re-inspection Fee (per inspection)	$155
12	Excess Plan Review Fee (per hour)	$155
13	Penalty Fee - Work Performed Without a Permit or Work Performed Beyond Permit Scope	100% of permit fee (2x fees) or staff time, whichever is greater

City of Ojai

MASTER FEE SCHEDULE - Building & Safety Fees

Determination of Valuation for Fee Calculation Purposes

New construction project valuations shall be determined using the International Code Council valuation table. The table is typically updated twice annually (August and February). For fee establishment purposes, the City anticipates using values updated as of August of the prior calendar year (e.g. for fees effective July 1, 2019, the valuation table effective August 2018 shall be used).

For tenant improvements and residential remodels, project valuations shall be determined using 50% of the International Code Council valuation table. The table is typically updated twice annually (August and February). For fee establishment purposes, the City anticipates using values updated as of August of the prior calendar year (e.g. for fees effective July 1, 2019, the valuation table effective August 2018 shall be used).

For projects that do not involve new square footage, valuation shall be defined using Marshall & Swift Valuation Service Cost information.

August 2018

SQUARE FOOTAGE VALUATION DATA FOR FEE CALCULATION

Group (2018 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	$246.61	$238.50	$232.82	$223.18	$209.86	$203.80	$216.12	$191.69	$184.50
A-1 Assembly, theaters, without stage	$225.65	$217.54	$211.85	$202.22	$189.15	$183.09	$195.16	$170.98	$163.79
A-2 Assembly, nightclubs	$191.96	$186.56	$182.12	$174.70	$164.94	$160.39	$168.64	$149.29	$144.33
A-2 Assembly, restaurants, bars, banquet halls	$190.96	$185.56	$180.12	$173.70	$162.94	$159.39	$167.64	$147.29	$143.33
A-3 Assembly, churches	$226.69	$218.58	$212.89	$203.26	$191.60	$185.54	$196.20	$173.43	$166.24
A-3 Assembly, general, community halls, libraries, museums	$190.63	$182.52	$175.84	$167.20	$153.09	$148.07	$160.14	$134.97	$128.78
A-4 Assembly, arenas	$224.65	$216.54	$209.85	$201.22	$187.15	$182.09	$194.16	$168.98	$162.79
B Business	$197.81	$190.62	$184.70	$175.70	$160.65	$154.63	$168.95	$141.15	$134.99
E Educational	$207.77	$200.59	$194.83	$186.43	$173.71	$164.91	$180.01	$151.89	$147.25
F-1 Factory and industrial, moderate hazard	$117.60	$112.19	$105.97	$101.84	$91.54	$87.26	$97.61	$75.29	$70.95
F-2 Factory and industrial, low hazard	$116.60	$111.19	$105.97	$100.84	$91.54	$86.26	$96.61	$75.29	$69.95
H-1 High Hazard, explosives	$109.99	$104.58	$99.35	$94.22	$85.14	$79.87	$89.99	$68.89	$0.00
H234 High Hazard	$109.99	$104.58	$99.35	$94.22	$85.14	$79.87	$89.99	$68.89	$63.56
H-5 HPM	$197.81	$190.62	$184.70	$175.70	$160.65	$154.63	$168.95	$141.15	$134.99
I-1 Institutional, supervised environment	$197.83	$191.05	$185.12	$177.91	$163.28	$158.81	$178.06	$146.98	$142.33
I-2 Institutional, hospitals	$330.92	$323.73	$317.81	$308.81	$292.72	$0.00	$302.06	$273.22	$0.00
I-2 Institutional, nursing homes	$229.68	$222.49	$216.58	$207.57	$193.53	$0.00	$200.83	$174.02	$0.00
I-3 Institutional, restrained	$224.86	$217.67	$211.75	$202.75	$188.96	$181.94	$196.00	$169.45	$161.29
I-4 Institutional, day care facilities	$197.83	$191.05	$185.12	$177.91	$163.28	$158.81	$178.06	$146.98	$142.33
M Mercantile	$142.95	$137.54	$132.11	$125.68	$115.38	$111.83	$119.62	$99.73	$95.77
R-1 Residential, hotels	$199.70	$192.92	$186.99	$179.78	$164.90	$160.43	$179.93	$148.60	$143.96
R-2 Residential, multiple family	$167.27	$160.49	$154.56	$147.35	$133.71	$129.23	$147.50	$117.40	$112.76
R-3 Residential, one- and two-family	$154.28	$150.09	$146.35	$142.65	$137.55	$133.92	$140.30	$128.74	$121.24
R-4 Residential, care/assisted living facilities	$197.83	$191.05	$185.12	$177.91	$163.28	$158.81	$178.06	$146.98	$142.33
S-1 Storage, moderate hazard	$108.99	$103.58	$97.35	$93.22	$83.14	$78.87	$88.99	$66.89	$62.56
S-2 Storage, low hazard	$107.99	$102.58	$97.35	$92.22	$83.14	$77.87	$87.99	$66.89	$61.56
U Utility, miscellaneous	$84.66	$79.81	$74.65	$71.30	$64.01	$59.80	$68.04	$50.69	$48.30

Notes:
[a] For private garages, use "U Utility, miscellaneous".
[b] For shell only buildings, deduct 20 percent.
[c] N.P. = not permitted.
[d] Unfinished basements (Group R-3) = $22.45 per SF.

City of Ojai

MASTER FEE SCHEDULE - Grading Permit & Plan Check Fees

#	Description	Fee
1	Grading Plan Review (Cubic Yards Cut / Fill) (CY)	
	a) 50 CY or Less	$789
	b) 51 - 100 CY	$904
	c) 101 - 500 CY	$1,379
	d) 501 - 1,000 CY	$2,029
	e) 1,001 - 5,000 CY	$2,371
	f) 5,001 - 10,000 CY	$2,725
	g) Each Additional 5,000 CY	$1,875
2	Grading Permit (Cubic Yards Cut / Fill) (CY)	
	a) 50 CY or Less	$599
	b) 51 - 100 CY	$714
	c) 101 - 500 CY	$1,140
	d) 501 - 1,000 CY	$1,544
	e) 1,001 - 5,000 CY	$1,833
	f) 5,001 - 10,000 CY	$2,180
	g) Each Additional 5,000 CY	$389
3	Grading Plan Check in Excess of 3 plan checks	10% of original plan check fee
4	Grading Plan Check in Excess of 6 plan checks	20% of original plan check fee

City of Ojai

MASTER FEE SCHEDULE - Drainage Permit & Plan Check Fees

#	Description	Fee
1	Flood Hazard - Plan Check	actual costs w/ TBD initial deposit
2	NPDES BMP	
	a) Initial Inspection	actual costs w/ TBD initial deposit
	b) Site Inspection	actual costs w/ TBD initial deposit
3	Floodplain Permit	
	a) Residential	actual costs w/ TBD initial deposit
	b) Non-residential	actual costs w/ TBD initial deposit
	c) Annual	actual costs w/ TBD initial deposit
4	Flood Elevation Certificate	actual costs w/ TBD initial deposit
5	Miscellaneous Drainage Services	actual costs w/ TBD initial deposit
6	Flood Hazard Letter	$216
7	Final Landscape and Screening Plan Review / Inspection (up to 1 acre)	$480
8	Miscellaneous Services (other than drainage)	actual costs w/ TBD initial deposit

Notes:
City Public Works Director will determine initial deposit amounts.

Personnel Hourly Rates
City personnel costs will be billed in quarter hour increments; at the currently adopted compensation rate (top step); with a 60% overhead factor; for each labor classification utilized. Services provided outside of the normal work schedule will be billed at time and one half. Standby call-out responses require a two hour minimum.

City Contractor Services
Contractor service costs will be billed actual invoice amount plus 15% overhead factor.

City of Ojai

MASTER FEE SCHEDULE - Encroachment Fees

#	Service	Description	Fee
	Liability Insurance and Maintenance Bond: Permittees working within the public right of way will be required to provide proof of insurance in the amount required by the Public Works Director per Sections 7-1.106, 7-1.107, and 7-1.08 of the Ojai Municipal Code, naming the City of Ojai as "additional insured". A maintenance bond may be required to protect the City from costs of repairing or completing work within the right of way due to improper installation or failure to complete.		
	Use the following formula to calculate total encroachment permit fee: ***Permit Issuance Fee + Encroachment Type Permit Fee + Late Payment Penalty, if applicable*** Note: Permit issuance fee applies to all permits		
	Permit Issuance		
	a) Permits with Ground Disturbing Activity		$200
	b) All Others		$100
	Late Payment Penalty, if applicable		
	a) 30 days Past Due		$50
	b) 60 days Past Due		$100
	c) 90 days Past Due		$200
1	Block Party		$25
2	Curb, Gutter, Sidewalk, Driveway		$150
3	Engineering and Materials Testing*	Labor costs billed hourly using fully-burdened hourly rates identified in this fee schedule. Actual charges for any outside consultant fees, cost of materials used and equipment used + 15% overhead.	Billed hourly for Time & Mat'ls - Deposit TBD by City Engineer
4	Farmer's Market Permit (per market day)		$50
5	Outdoor Dining Permit		
	a) Initial Permit		$325
	b) Annual Renewal		$85
	c) Additional Amounts Per Square Foot		
	i) First 150 sf of Dining Area	amount is per SF of dining area	$4
	ii) Next 150 sf of Dining Area	amount is per SF of dining area	$2
	iii) All Other sf of Dining Area	amount is per SF of dining area	$1
6	Outdoor Merchandise Display Permit		
	a) Initial Permit		$50
	b) Annual Renewal		$25
7	Roll off Bins/ Dumpster	placement of dumpster on City ROW	
	a) One-time Placement	20-day maximum per permit issuance	$45
	b) Annual Permit		$539
	i) Each Placement Under Annual Permit	20-day maximum per permit issuance	$45

City of Ojai
MASTER FEE SCHEDULE - Encroachment Fees

#	Service	Description	Fee
8	Special Inspection	Inspection required due to permitee's failure to comply with permit conditions. Labor costs billed hourly using fully-burdened hourly rates identified in this fee schedule. Actual charges for any outside consultant fees, cost of materials used and equipment used + 15% overhead.	Billed hourly for Time & Mat'ls - Deposit TBD by City Engineer
9	Time Extension (30 day maximum)		$154
10	Emergency and Other Non-Scheduled Callouts	Labor costs billed hourly using fully-burdened hourly rates identified in this fee schedule. Actual charges for any outside consultant fees, cost of materials used and equipment used + 15% overhead.	Billed hourly for Time & Mat'ls (1 hour minimum)
11	Tree Trimming		
	a) Annual Permit	Use of City right of way for trimming	$1,500
	b) Single Site Permit		$121
12	Miscellaneous Use of the ROW		
	a) Special Event		
	i) Initial Day		$284
	ii) Each Additional Day		$45
	b) All Others		
	i) Initial Day		$176
	ii) Each Additional Day		$45
13	Utility Trench Cuts and Excavation		
	a) Annual Permit	Limited to trenches at right angle to	
	i) Blanket Permit Fee		$1,198
	ii) Fee per Excavation Under Blanket		$244
	b) Excavations / Boring		
	i) Up to 60 SF		$257
	ii) 61 to 260 SF		$514
	iii) 261 to 1,000 SF	T&M with Initial Deposit	$750
	iv) Over 1,000 SF	T&M with Initial Deposit	$1,000
14	Vehicle in Excess of Legal Weight, Height or		
	a) One Day		$16
	b) Annual		$90
15	Construct, Repair, Modify or Demolish Wells on Public Right of Way		
	a) Annual Permit	Processing of permit and inspection as performed by registered inspector(s) per company	$1,064
	b) Certificate of Exemption	No fee shall be charged when annual monitoring is performed by Ventura County PW or Ojai GBMA	$334

City of Ojai
MASTER FEE SCHEDULE - Encroachment Fees

#	Service	Description	Fee
	c) Permit and City Inspection Fee	Cathodic Prot'ctn/Monitoring Wells/Test Holes	
	i) First Well		$1,577
	ii) Each Additional Well	Each add'l well located at same site and perforated or sealed on same day as initial	$188
	d) Permit With Applicant's Inspector		
	i) Up to Four (4) Wells		$577
	ii) Each Additional Well	Each add'l well located at same site and perforated or sealed on same day as initial	$63
	e) Well Inspection, Additional Fee (for each additional day > 2 days)	Inspection of any completion operation in excess of two working days (fee is for each add'l day over two days)	$313
16	Domestic (Residential and Commercial) Water Well Permit and Procedure	Processing of permit application for water well not on City ROW	$870
17	Hourly Rates for Service		
	a) In-house Services		
	i) Analyst / Admin Activities		$94
	ii) Engineer / Plan Review		$243
	iii) Inspection		$90
	b) Contract Plan Review, Inspection, or Equipment		Actual cost plus 15% overhead

City of Ojai

MASTER FEE SCHEDULE - Facilities & Services Fees

#	Facility	Description	Processing Fee (A)	Non-Profit Fee (B)	General Fee (C)
	Each facility use is subject to a non-refundable processing fee (A) and an hourly/daily rate (B or C).				
	Non-Profit must provide tax exempt letter from IRS 501c3. Use of Facilities include orientation and post use inspection.				
1	**Arcade Plaza**	Use of the Arcade Plaza for Public events	$50	$150/day	$200/day
2	**Banner**				
	a) Banner Hanging	Placement of single approved banner	$200	n/a	n/a
	b) Banner Storage Fee	Fee for Storage of Banner not picked up per regulations after 1 week	n/a	$25/week	$25/week
3	**City Hall Grounds**	Use of Misc. Areas for public events	$50	$50/day	$60/day
4	**City Parking Facilities**				
	a) Event Use	Event use of Public parking lots/park & rides	$25	$200	$250
	b) Farmer's Market	Farmers Market use of public parking lots Cond'tnl Use Permit (CUP) Req'd	n/a	$50/day	n/a
5	**City Electric Vehicle Charging Station Fee**	Use of Electric Vehicle Charging Station	n/a	n/a	$1/hour
6	**Cluff Vista Park**	Use fee for Cluff Vista Park	$50	$75/day	$100/day
7	**Daly Park**	Use of Daly Park Facilities	$25	$25/day	$25/day
8	**Libbey Park**				
	Park	Use of Libbey Park facility, incl. orientation and post-use inspection	$100	$250/day	n/a
	Bandstand/Gazebo	Use of Bandstand Facility	$50	$75/day	n/a
	Fountain Area	Use of fountain area, including paved/seating area surrounding the fountain.	$50	$75/day	n/a
	Oak Tree Grove	Use of Oak grove between the fountain, Bandstand, Multipurpose Bldg, and playground. Note: Picnic tables & playground not included.	$50	$100/day	n/a
	Multipurpose Bldg.	Use of Multipurpose Bldg for events	$50	$75/day	n/a
9	**Libbey Bowl**				
	Application Fee	Non-Refundable		$100	$500
	Facility Fee			$600/day	$1,500/day
	Damage Deposit	Refundable		$600	$1,200
	Facility Fee			$3/ticket	$3/ticket
	Event Security	Sheriff's Dept. Security if req'd		hourly rate	hourly rate
10	**Libbey Tennis Courts**	Use of Libbey Tennis Court Facilities (Coin operated lights; approx. $2/hr)	$20	$6.50/hr/court	$6.50/hr/court
11	**Lost Keys**	Charge for lost keys	n/a	$60	$60
12	**Non-Resident Fee**	Additional program fee for non-residents	5% not to exceed $10 per transaction		
13	**Security/Cleaning Deposit**	See Notes regarding deposits	$500	n/a	n/a

City of Ojai
MASTER FEE SCHEDULE - Facilities & Services Fees

#	Facility	Description	Processing Fee (A)	Non-Profit Fee (B)	General Fee (C)
14	**Sarzotti Park**				
	Picnic Area Rental				
	a) Area #1 / Area #2		$10	$50/day	$70/day
	b) Area #3		$10	$80/day	$100/day
	c) Use of Electricity	per hour	n/a	$5/hr	$5/hr
	d) Use of Lights	per hour	n/a	$5/hr	$5/hr
	Art Room				
	a) Hourly Rental	Per Hour Use; 2 hr min.	$20	$30/hr	$45/hr
	b) Day Rental	Per Day Use; 8 hr max.	$20	$160/day	$280/day
	Gymnasium				
	a) Hourly Rental	2 hr min.	$20	$50/hr	$65/hr
	b) Day Rental	8 hr max.	$20	$240/day	$440/day
	Miscellaneous Areas				
	a) Indoor Rental	Indoor; 2 hr min	$20	$30/hr	$50/hr
	b) Outdoor Rental	Outdoor; 8 hr max	$20	$30/day	$50/day
	Multipurpose Room				
	a) Hourly Rental	Per Hour Use; 2 hr. min.	$20	$50/hr	$65/hr
	b) Day Rental	Per Day Use; 8 hr. max.	$20	$240/day	$360/day
	Portable Volleyball Unit		n/a	$20/day	$30/day
	Sports Field w/out Lights				
	a) Group 1		$0	$0	$0
	b) Group 2		$20	$8/hr	$8/hr
	c) Group 3		$20	$12/hr	$12/hr
	d) Group 4		$20	$15/hr	$15/hr
	e) Group 5		$20	$15/hr	$15/hr
	Use of Field Lights	Use of Lights for Sports Fields			
	a) Field #1 and #2		n/a	$18/hr	$18/hr
	b) Field #1 / Soccer		n/a	$10/hr	$10/hr
	c) Field #2		n/a	$8/hr	$8/hr
	Field Prep / Base Rental				
	a) Soccer Field Prep		n/a	$60/field	$85/field
	b) Ball Field Prep		n/a	$40/field	$50/field
	c) Base Rental		n/a	$15/day	$15/day
	Snack Bar	Use of Snack Bar	$25	$250-$350 per month	$250-$350 per month
	Skate Park	Contact the Rec. Dept. for information; fee amount depends on	$25	Contact Rec. Department	Contact Rec. Department

City of Ojai

MASTER FEE SCHEDULE - Facilities & Services Fees

#	Facility	Description	Processing Fee (A)	Non-Profit Fee (B)	General Fee (C)

NOTES

1. In addition to fees, some facilities and/or equipment will require a deposit, refundable if the facility and/or equipment is properly cleaned or maintained. Some facility rental agreements also require payment for direct costs such as power usage and trash disposal and supervising/support staff.

2. The Recreation Manager is hereby authorized to establish fees for classes, camps, programs, etc. The level of fees shall be established considering various facts, including type of program, number of participants, number of required staff, direct and indirect costs, and an administration/facility fee (if applicable).

3. Field User Classifications and Definitions:

   Group 1: City of Ojai activities or City of Ojai co-sponsored activities.

   Group 2: Ojai based youth non-profit groups with open enrollment and Ojai based senior programming. All groups falling under this classification must provide 501(c)(3) documentation and submit game schedules to City of Ojai Recreation Department staff prior to opening day or the first day of league play.

   Group 3: Ojai resident groups, Ojai club teams with 75% residents and senior programming with less than 75% Ojai city residents.

   Group 4: Non-Ojai City resident groups, non-Ojai City non-profit groups, club teams with less than 75% Ojai City residents.

   Group 5: Business, profit making organizations, for profit sports leagues, adult tournaments and special events.

City of Ojai

MASTER FEE SCHEDULE - Recreation Brochure Advertising

#	Description	Fee
	Recreation Brochure Advertising (3 issues per year printed)	
1	Placement of Ad in Recreation Brochure (per issue)	
	a) 1/8th Page (3.75"w x 2.5"t or 2.5"w x 3.75"t)	$132
	b) 1/4th Page (3.75"w x 5"t)	$275
	c) 1/2 Page (7.75"w x 5"t)	$495
	d) Full Page (7.75"w x 10.25"t)	$825
	e) Inside Front Cover, Back Cover or Back Page	$55 add'l to size
2	Discount for advertisers contracting for three (3) or more brochure issues up-front	10% discount

City of Ojai
MASTER FEE SCHEDULE - Trolley Fees

#	Service	Description	Non-Profit Fee	General Fee
1	Trolley Special Route			
	a) Minimum Rate	Minimum charge for charter services (first two hrs.)	$240	$300
	b) Additional Live Hour Rate	Each additional operating hour	$90	$115
	c) Additional Standby Hour Rate	Each additional standby hour	$65	$75
	d) Mileage	Per mile charge for pick-up or return beyond 25 miles	$3	$3
	e) Cancellation Fee	For cancellation notice received less than 48 hours in	$75	$75
	f) Coordination Fee	Coordination fee for special services such as decoration of trolley, special route design, etc.	$50	$50
2	Site Visit Fee		$50	$50
3	Holiday and After Midnight Fee	Time and one-half above standard rates	1.5x	1.5x
4	Security Deposit	Refundable security deposit	$100	$100

City of Ojai

MASTER FEE SCHEDULE - Nordhoff Cemetery Fees

#	Service	Description	Fee
1	Burial		
	a) Space	Document prep, site visit, deed and $300 endowment; no space available at this time	$1,598
	b) Interment	Ownership verification and personnel to open/close burial site	$769
	c) Vault	Casket vault required	$260
	d) Vault Setting	Preparation for and setting of casket vault	$164
2	Urn		
	a) Space	Document prep, site visit, deed and $100 endowment	$869
	b) Interment	Ownership verification and personnel to open/close urn site	$454
	c) Vault	Includes preparation and setting	$151
3	Marker Setting		
	a) Head Stone	Documents and site verification; $100 endowment and personnel to set head stone; maximum weight 150 lbs.	$622
	b) Flat	Documents and site verification; $50 endowment and personnel to set 12" x 36" grave marker	$341
	c) Urn	Documents and site verification; $50 endowment and personnel to set 9" x 12" urn marker	$279
4	Marker Removal		
	a) Head Stone	Documents, site verification and personnel to remove	$393
	b) Flat	Documents, site verification and personnel to remove	$393
5	Multiple Interment		
	a) Burial Space		
	i) Up to 6 Cremations	A burial space may contain up to six cremations. Fee is charged for each cremation placement.	$331
	ii) 1 Burial; 1 Cremation	A burial space may contain one burial casket and one cremation urn. Casket must be placed first. Burial open/close.	$769
	iii) 1 Burial; 1 Cremation	A burial space may contain one burial casket and one cremation urn. Casket must be placed first.	see above individual pricing
	b) Urn Space - 2 Cremations	For double internment of cremations in a single urn site, arrangements must be made in advance	
	i) Urns Stacked	Urns stacked; separate internment dates.	see above individual pricing
	ii) One Urn	One urn containing both cremations (one internment date) - same as one internment cost	see above individual pricing
6	Cremains Outside of Dedicated Space	Unwitnessed, Irretrievable, $100 endowment	$100
7	Disinterment		
	a) Grave Site		$1,319
	b) Urn Site		$456
8	Deed Replacement	Verification of ownership and issuance of new deed to document change in ownership or to replace lost deed	$407

Note:
Several public and private cemeteries charge an amount for endowment to pay for perpetual care of site after closure of facility, included in fee. Prices are for interment Monday through Thursday. Fridays and Saturdays require an additional fee.

City of Ojai
MASTER FEE SCHEDULE - Parking Violations

#	Section	Code	Description	Fine
1	3-2.1101(b)	OMC	No Parking Zones (illegal parking)	$53
2	3-2.1102(c)	OMC	Restricted Parking (exceeding time restriction)	$53
3	3-2.1104	OMC	Parking Out of Designated Space	$53
4	3-2.1105(c)	OMC	Handicapped Parking (illegal parking)	$283
5	3-2.1106(c)	OMC	Loading Zones (illegal parking)	$53
6	3-2.1107(c)	OMC	Bus Zone (illegal parking)	$53
7	3-2.1108	OMC	Public Parking Lots (illegal parking)	$53
8	3-2.1109	OMC	Vehicle Gross Weight (exceeded/residential)	$53
9	3-2.1110	OMC	Seventy Two Hour Parking Limit (exceeded)	$53
10	3-2.1111	OMC	Parking of Non-Motorized Vehicle	$53
11	3-2.1112	OMC	Street Maintenance (illegal parking)	$53
12	3-2.1113	OMC	Parking on Hills Over 3% Grade (improper)	$53
13	3-2.1114(a)	OMC	Parking / Private Property (w/o permission)	$53
14	3-2.1115	OMC	Illegal Parking for Repairs	$53
15	3-2.1116(a-d)	OMC	Illegal Parking by Vendors and Peddlers	$53
16	3-2.1117	OMC	Illegal Parking in Emergency Traffic Conditions	$53
17	3-2.1202	OMC	Red Curb (no parking)	$53
18	3-2.1203(a)	OMC	Yellow Curb (loading zone)	$53
19	3-2.1203(b)	OMC	White Curb (loading zone - passengers only)	$53
20	3-2.1203(c)	OMC	Green Curb (twenty minute limit)	$53
21	21113(a)	CVC	Public Grounds (prohibited parking)	$38
22	22500(a)	CVC	Parking Unlawfully (within an intersection)	$38
23	22500(b)	CVC	Parking Unlawfully (on crosswalk)	$38
24	22500(c)	CVC	Parking Unlawfully (adjacent to a safety zone)	$38
25	22500(d)	CVC	Parking Unlawfully (within 15' of Fire Station driveway)	$38
26	22500(e)	CVC	Parking Unlawfully (blocking any driveway)	$38
27	22500(f)	CVC	Parking Unlawfully (on a sidewalk)	$38
28	22500(g)	CVC	Parking Unlawfully (obstructing a construction zone)	$38
29	22500(h)	CVC	Parking Unlawfully (double parking)	$38
30	22500(i)	CVC	Parking Unlawfully (in a posted bus loading zone)	$283
31	22500(l)	CVC	Parking Unlawfully (blocking sidewalk, wheelchair access)	$283
32	22500.1	CVC	Parking Unlawfully (in a posted fire lane)	$63
33	22502(a)	CVC	Public Highway (parking over 18" from curb, wrong way, head in)	$38
34	22507.8(a)	CVC	Private / Public Property (parking in handicapped space)	$283
35	22507.8(b)	CVC	Private / Public Property (obstructing a handicapped space)	$283
36	22507.8(c)	CVC	Private / Public Property (parking on boundaries of handicap stall)	$283
37	22514	CVC	Public Highway (parking within 15' of a fire hydrant)	$38
38	22522	CVC	Parking Unlawfully (within 3' of a sidewalk access ramp)	$283
39	22523(a)	CVC	Abandoning a Vehicle (on a highway)	$103
40	22523(b)	CVC	Abandoning a Vehicle (on public or private property)	$103

City of Ojai

MASTER FEE SCHEDULE - Municipal Code Violations

#	Code Section	Description	First Infraction	Multi-Infraction	Misdemeanor
1	3-2.1001(b)	Vehicle Operation on Private Property (w/o permission of owner)	$50	$100	$100
2	3-2.1002(c)	Equipment / Noise Control (public nuisance)	$50	$100	$100
3	3-2.1003	Disturbing the Peace	$50	$100	$100
4	3-2.1301	Abandoned / Inoperative Vehicle Storage (each)	$100	$150	$200
5	3-2.1401	Illegal Display of Vehicles For Sale (each)	$50	$100	$100
6	3-2.1603	Illegal Operation of Bicycle on Sidewalk	$25	$50	$100
7	3-2.1604	Bicyclists Failure to Yield to Pedestrian	$25	$50	$100
8	3-2.1605	Bicycle Parking Obstruction	$25	$50	$100
9	3-2.1703	Roller Skating / Skateboards Prohibited	$25	$50	$100
10	3-2.1706	Reckless Roller Skating or Skateboarding	$50	$100	$100
11	3-4.101	Fire Code Violations	$100	$200	$300
12	3-4.201	Burning Without Permit	$50	$100	$200
13	3-4.203	Burning of Offensive Materials (illegal)	$75	$150	$200
14	3-4.204	Burning at Unauthorized Times (illegal)	$50	$100	$200
15	3-4.205	Burning on Public Property (illegal)	$100	$200	$300
16	3-6.01	Moving Buildings on Roadways (illegal)	$100	$200	$300
17	4-1.01	Advertising / Vehicles / Pedestrians (illegal)	$50	$100	$200
18	4-1.02	Advertising / Public / Residences (illegal)	$50	$100	$200
19	4-3.102	Public Parks (illegal acts within)	$50	$100	$200
20	4-3.402	Parks Use Permit (failure to obtain)	$50	$100	$200
21	4-3.404	Parks Use Permit (failure to display)	$25	$50	$100
22	4-3.501	Parks Facilities (interference with)	$50	$100	$200
23	4-3.502	Parks Entertain Permit (failure to obtain)	$100	$200	$300
24	4-3.503	Parks / Sound Amp. (illegal w/in 100 ft. of park)	$50	$100	$200
25	4-3.504	Park / Public Endangerment	$50	$100	$200
26	4-3.505	Park Solicitor Permit failure to obtain)	$25	$50	$100
27	4-3.506	Park Camp Permit (failure to obtain)	$25	$50	$100
28	4-3.508	Park Use After Closing (illegal)	$50	$100	$200
29	4-3.601	Park / Health-Unsanitary / Unhealthy Conduct	$100	$200	$300
30	4-3.602	Park / Littering (illegal)	$100	$200	$300
31	4-3.603	Parks / Horses / Animals (illegal use)	$50	$100	$200
32	4-3.604	Parks / Dogs (illegal)	$25	$50	$100
33	4-3.701	Parks / Public Safety (unsafe conduct)	$50	$100	$200
34	4-4.01	Firearms (illegal discharge)	$200	$300	$400
35	4-4.02	Firearms / Air / Spring (illegal discharge)	$50	$100	$200
36	4-4.03	Concealed Weapon (illegal carrying)	$200	$300	$400
37	4-5.01	Juvenile / Loitering (illegal)	$50	$100	$200
38	4-5.02	Juvenile / Loitering (parents abetting)	$50	$100	$200
39	4-5.04	Loitering (illegal)	$50	$100	$200
40	4-8.09	Landmark / Reparable (illegal acts to)	$50	$100	$200
41	4-8.09	Landmark / Irreparable (illegal acts to)	$100	$200	$300
42	4-8.15(b)	Landmark / Work Permit (failure to obtain)	$50	$100	$200

City of Ojai

MASTER FEE SCHEDULE - Municipal Code Violations

#	Code Section	Description	First Infraction	Multi-Infraction	Misdemeanor
43	4-10.04	Tree Permit (failure to obtain)	$50	$100	$200
44	4-10.07	Tree Trimming (illegal)	$50	$100	$200
45	4-10.07	Tree Removal (illegal)	$100	$200	$300
46	4-10.07	Tree Protection (failure to safeguard)	$50	$100	$200
47	4-11.07(a)	Arcade (illegal operation of)	$50	$100	$200
48	4-11.07(b)	Amusement Machine (failure to obtain CUP)	$50	$100	$200
49	4-12.01	Alcoholic Beverages (illegal consumption)	$50	$100	$200
50	4-13.06	Drug Paraphernalia (illegal sale,distrib,display)	$100	$200	$300
51	4-16.301	Outdoor Gathering (failure to obtain permit)	$100	$200	$300
52	4-16.302	Outdoor Gathering (provisions/failure)	$50	$100	$200
53	5-1.03	Refuse Receptacle (obstructing)	$50	$100	$200
54	5-1.04	Garbage / Refuse (illegal incineration)	$100	$200	$300
55	5-1.05	Swine (illegal keeping)	$50	$100	$200
56	5-1.07	Flies / Breeding (illegal to maint. cond.)	$50	$100	$200
57	5-2.02.5	Motor Vehicle (illegal use as abode)	$25	$100	$200
58	5-3.103	Public Sewer (illegal discharge into)	$50	$100	$200
59	5-3.104(a)	Sand / Oil interceptor (failure to provide)	$50	$100	$200
60	5-3.104(e)	Sand / Oil Interceptor (failure to maintain)	$50	$100	$200
61	5-3.105(a)	Water Treatment Waste (illegal discharge)	$50	$100	$200
62	5-3.106(a)	Public Sewer / Industrial (illegal discharge)	$100	$200	$300
63	5-3.106(b)	Public Sewer / Industrial (alter pre-treatment fac)	$100	$200	$300
64	5-3.106(f)	Public Sewer / Industrial (failure to provide reports)	$50	$100	$200
65	5-3.108	Discharge / Drains, Pits and Land (illegal)	$100	$200	$300
66	5-3.301	Sewer Line / Connection (failure to obtain permit)	$50	$100	$200
67	5-4.201	Dog / Tag (failure to obtain)	$25	$50	$100
68	5-4.306	Livestock / At Large (illegal)	$50	$100	$200
69	5-4.307	Stallions (illegal keeping of)	$50	$100	$200
70	5-4.311	Poundmaster (interfering with duties of)	$50	$100	$200
71	5-4.312	Kennel (operating without license)	$50	$100	$200
72	5-4.401	Dogs (failure to vaccinate for rabies)	$50	$100	$200
73	5-4.404	Dogs / Biting (failure to report)	$50	$100	$200
74	5-4.501	Dogs (failure to keep on leash)	$50	$100	$200
75	5-4.508	Animal Nuisance (failure to abate)	$50	$100	$200
76	5-4.601	Wild Animals (illegal keeping of)	$50	$100	$200
77	5-4.606	Wild Animals (illegal release of)	$50	$100	$200
78	5-6.05	Public Nuisance (failure to abate)	$100	$200	$300
79	5-6.04(a)	Municipal Declared	$100	$200	$300
80	5-6.04(b)	Refuse and Insects	$100	$200	$300
81	5-6.04(c)	Sewer System Violations	$50	$100	$200
82	5-6.04(d)	Sewer / Unsanitary / Blocked Drains, No Connection	$100	$200	$300
83	5-6.04(e)	Accumulations of Trash/ Debris	$50	$100	$200
84	5-6.04(f)	Accumulations of Garbage / Refuse / Manure	$50	$100	$200

City of Ojai

MASTER FEE SCHEDULE - Municipal Code Violations

#	Code Section	Description	First Infraction	Multi-Infraction	Misdemeanor
85	5-6.04(g)	Threat to Public Health / Safety	$100	$200	$300
86	5-9.06	Health Permit (failure to obtain)	$50	$100	$200
87	5-10.03	Smoking / Prohibited Places (illegal)	$50	$100	$200
88	5-10.05	No Smoking (inadequate posting of)	$50	$100	$200
89	6-1.102	Business License (failure to obtain)	$50	$100	$200
90	7-1.103	Encroachment Permit (failure to obtain)	$50	$100	$200
91	7-1.201	Safety Equipment (failure to maintain)	$50	$100	$200
92	7-1.227	Streets / Sidewalks (obstructing)	$100	$200	$300
93	7-2.202	Standard Specifications (violations)	$50	$100	$200
94	7-3.204	Wells (failure to obtain permit)	$100	$200	$300
95	9-1.206	Building Code (violation of general)	$50	$100	$200
96	9-4.15	Architectural Review (failure to comply with)	$50	$100	$200
97	9-6.104	Sign Permit (failure to obtain)	$50	$100	$200
98	9-6.331(c)	Sign / Maintenance (failure to maintain)	$25	$50	$100
99	9-6.402	Sign / Abate / Nonconforming (failure to abate)	$50	$100	$200
100	9-6.501	Sign Code (violations of)	$50	$100	$200
101	9-8.04	Underground Utilities District (violation)	$50	$100	$200
102	9-11.201	Hillside Erosion Control (failure to obtain permit)	$100	$200	$300
103	9-11.405	Hillside Erosion (fail to comply w/notice to maintain)	$100	$200	$300
104	9-12.801	Seismic Safety Mitigation (failure to comply)	$100	$200	$300
		Zone A - Agricultural			
105	10-2.602	Uses Permitted	$50	$100	$200
106	10-2.603	Land Use Parameters	$50	$100	$200
107	10-2.604	Off-Street Parking	$50	$100	$200
		Zone R-O-4 Single Family Residential			
108	10-2.702	Uses Permitted	$50	$100	$200
109	10-2.703	Land Use Parameters	$50	$100	$200
110	10-2.704	Off-Street Parking	$50	$100	$200
		Zone R-O-2 Single Family Residential			
111	10-2.802	Uses Permitted	$50	$100	$200
112	10-2.803	Land Use Parameters	$50	$100	$200
113	10-2.804	Off-Street Parking	$50	$100	$200
		Zone R-O-1 Single Family Residential			
114	10-2.902	Uses Permitted	$50	$100	$200
115	10-2.903	Land Use Parameters	$50	$100	$200
116	10-2.904	Off-Street Parking	$50	$100	$200
		Zone R-O-1/2 Single Family Residential			
117	10-2.952	Uses Permitted	$50	$100	$200
118	10-2.953	Land Use Parameters	$50	$100	$200
119	10-2.954	Off-Street Parking	$50	$100	$200
		Zone R-O Single Family Residential			
120	10-2.1002	Uses Permitted	$50	$100	$200

City of Ojai
MASTER FEE SCHEDULE - Municipal Code Violations

#	Code Section	Description	First Infraction	Multi-Infraction	Misdemeanor
121	10-2.1003	Land Use Parameters	$50	$100	$200
122	10-2.1004	Off-Street Parking	$50	$100	$200
		Zone R-1 Single Family Residential			
123	10-2.1102	Uses Permitted	$50	$100	$200
124	10-2.1103	Land Use Parameters	$50	$100	$200
125	10-2.1104	Off-Street Parking	$50	$100	$200
		Zone R-2 Multiple Family Residential			
126	10-2.1202	Uses Permitted	$50	$100	$200
127	10-2.1203	Land Use Parameters	$50	$100	$200
128	10-2.1204	Off-Street Parking	$50	$100	$200
129	10-2.1207	Development Standards	$50	$100	$200
		Zone R-3 High Density Multiple Family Residential			
130	10-2.1302	Uses Permitted	$50	$100	$200
131	10-2.1303	Land Use Parameters	$50	$100	$200
132	10-2.1304	Off-Street Parking	$50	$100	$200
133	10-2.1307	Development Standards	$50	$100	$200
		Zone R-S Residential Special Housing			
134	10-2.1402	Criteria	$50	$100	$200
		Zone B-P Business/Professional Commercial Use			
135	10-2.1502	Land Use Parameters	$50	$100	$200
136	10-2.1503	Off-Street Parking	$50	$100	$200
137	10-2.1504	Development Standards	$50	$100	$200
		Zone C-1 Neighborhood Commercial Use			
138	10-2.1602	Land Use Parameters	$50	$100	$200
139	10-2.1603	Off-Street Parking	$50	$100	$200
140	10-2.1604	Development Standards	$50	$100	$200
		Zone C-R Commercial Recreation			
141	10-2.1702	Land Use Parameters	$50	$100	$200
142	10-2.1703	Off-Street Parking	$50	$100	$200
143	10-2.1704	Development Standards	$50	$100	$200
		Zone M-1 Industrial Light Manufacturing			
144	10-2.1802	Land Use Parameters	$50	$100	$200
145	10-2.1803	Off-Street Parking	$50	$100	$200
146	10-2.1804	Development Standards	$50	$100	$200
		Zone P-L Public/Quasi-Public			
147	10-2.1902	Land Use Parameters	$50	$100	$200
148	10-2.1903	Off-Street Parking	$50	$100	$200
149	10-2.1904	Development Standards	$50	$100	$200
		Zone I-R-1 Institutional/Recreational			
150	10-2.19A02	Uses Permitted	$50	$100	$200
		Zone I-R-2 Institutional/Recreational			
151	10-2.19B02	Uses Permitted	$50	$100	$200

City of Ojai
MASTER FEE SCHEDULE - Municipal Code Violations

#	Code Section	Description	First Infraction	Multi-Infraction	Misdemeanor
		Zone I-R-3 Institutional/Recreational			
152	10-2.19C02	Uses Permitted	$50	$100	$200
		General Provisions			
153	10-2.2001(i)	Animal Use (violations)	$50	$100	$200
154	10-2.2002(c)	Conditional Use Permit (violation)	$50	$100	$200
155	10-2.2005(c)	Home Occupation (failure to terminate)	$50	$100	$200
156	10-2.2006(t)	Parking Requirement (failure to continue)	$50	$100	$200
157	10-2.2009(c)	Fences and Hedges (height limit violation)	$50	$100	$200
158	10-2.2015(d)	Satellite Antenna (failure to obtain permit)	$50	$100	$200
159	10-2.2015(j)	Satellite Antenna (failure to maintain)	$50	$100	$200
160	104(d)	Building (failure to maintain building)	$50	$100	$200
161	201(d)	Stop Order (failure to comply)	$100	$200	$300
162	201(e)	Existing Area (illegal conversion of)	$50	$100	$200
163	203	Dangerous Buildings (failure to abate)	$100	$200	$300
164	301(a)	Permits (failure to obtain)	$100	$200	$300
165	302(a)	Documents (false or inaccurate)	$50	$100	$200
166	305	Inspections Required (failure to obtain)	$50	$100	$200
167	306	Inspections / Special (failure to obtain)	$50	$100	$200
168	307	Structural Observation (failure to obtain)	$50	$100	$200
169	502	Change in Use (illegal)	$100	$200	$300
170	504(a)	Yards / Required (failure to maintain)	$50	$100	$200
171	513	Premises Address (failure to maintain)	$25	$50	$100
172	3101(a)	Accessibility (failure to maintain)	$50	$100	$200
173	3301(a)	Exits (failure to maintain)	$50	$100	$200
174	3302(b)	Occupant Load (violation of)	$100	$200	$300
175	7003(a)	Grading Permit (failure to obtain)	$50	$100	$200

Note:
The City's policy is that violators shall first be given a courtesy warning notice prior to a citation carrying a fine, except in flagrant cases of negligence, aggravated behavior or where immediate attention is required to abate public health and safety issues. In addition to the City bail/fine amount noted, all citations will include a municipal court penalty assessment that ranges from $51.00 for a $25.00 fine, to $510.00 for a $300.00 fine.

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **October 13, 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: _____

Attest:
By: _____
Weston Montgomery, Deputy City Clerk

Date: _____

Approved as to form:
By: _____
Bethany A. Burgess, City Attorney

Date: _____

"Consultant"
Eide Bailly LLP

By: _____
Bradford Rockabrand, Partner

Date: _____

go

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

Administrative Report

TO: **Honorable City Council**

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

MEETING DATE: **October 13, 2026**

SUBJECT: **Concept Review | Regulatory Discussion Regarding Ojai's Sign Standards, Compliance and Process – Title 10, Chapter 2, Article 16 (Sign Standards)** ***(Requested by Mayor Pro Tempore Mang and Council Member Whitman)***

RECOMMENDATION

Conduct a concept review of the Ojai Sign Ordinance, take public comment, and provide preliminary feedback and direction to staff regarding the current process and existing regulations.

DISCUSSION

The matter regarding sign regulations is being brought forward to discuss as a concept review for two reasons, (1) questions and concerns have been raised by community members regarding the regulations and process for approval of A-Frame signs (i.e., sandwich boards) within the City of Ojai and specifically within the Arcade and Arcade Plaza areas; (2) questions have been raised as to whether all signs (including A-Frame signs) should be considered and/or commented on by the Historic Preservation Commission prior to approval when located within a designated landmark site. Additionally, as part of this effort, the City Attorney's Office will conduct a holistic review of the City's Sign Standards and recommend any additional revisions that may be appropriate to ensure compliance with state and federal law.

1. Current Process for A-Frame signs (Arcade & Arcade Plaza)

Consistent with Ojai Municipal Code (OMC) Section 10-2.1605(i), A-Frame or T-Frame sandwich board signs (A-Frame signs) are prohibited unless approved by the Planning Commission as part of a comprehensive sign program in compliance with Section 10-2.1608, or allowed as specified in Section 10-2.1607(r) – Portable signs. For the purposes of this report, the focus will remain with A-Framed signs, and not on Comprehensive sign programs, which are reviewed and approved by the Planning Commission. The provisions specified for A-Framed signs, as allowed by Section 10-2.1607(r), include the following objective limitations:

-Number of signs (no more than two),
-Illumination (non-illuminated only),
-Location (placed off-site, outside of the pedestrian path-of-travel, on private property or adjacent public right-of-way),
-Height (not to exceed 40-inches), and
-Area (not to exceed 7.5 square feet).

Pursuant to current guidance from the Community Development Department ("CDD"), within the Arcade and Arcade Plaza of downtown Ojai, only those businesses which are located in the Arcade may place their A-frame sign against their store front or under the Arcade arches, directly in front of their store frontage. Businesses located within the Arcade Plaza are also able to add their A-Frame signs under the Arcade arches. CDD staff prepared an FAQ that provides further information related to this process and located on the City of Ojai's website and can be further accessed .

2. Historic Preservation Commission Review of signs for designated landmark buildings

Pursuant to Section 10-2.1604(a) of the Ojai Municipal Code, the Historic Preservation Commission ("HPC") shall review and approve or deny sign permits for all signs for designated landmark buildings. As part of the effort to review the City's sign ordinance, City staff would like to clarify the role of the HPC – specifically whether (1) HPC review should be required by the OMC for all signs for historic landmarks (including signs like A-Frame signs that are not attached or affixed to the façade of the building or only those that are affixed to the historic structure, or (2) whether such review should be limited to informational landmark signs. For example, the Arcade façade and arches are specifically recognized as local historic landmark No. Five. Additional guidance related to signs in the Arcade is provided through the Arcade Design Guidelines adopted by City Council in 2008 and summarized below.

Consistent with the Arcade Design Guidelines, each storefront in the Arcade is permitted one projecting sign and one wall-mounted sign, with a total combined sign area not to exceed ten square feet. Purely symbolic projecting signs (those using no lettering) are exempt from this area calculation. All signs must be constructed of wood, conform to the City of Ojai Sign Ordinance, and use colors harmonious with the building — specifically "backgrounds of earth colors, browns and natural or stained woods" — while painted or directly applied lettering on walls, windows, or architectural elements is expressly prohibited. Projecting signs may be no larger than 15" × 48", must extend no more than 50" from the storefront face, and must be suspended so their bottom edge sits exactly 96" above the sidewalk surface directly below.

Wall-mounted signs may be no larger than 12" high by 10'-0" in length, must be mounted directly above the storefront, centered on Arcade arches whenever possible, and must lie flat against the building surface without hiding or obscuring any architectural elements. All signage must be submitted for review and approval by the Historic Preservation Commission prior to installation. The Arcade Design Guidelines are included as Attachment A.

The Design Guidelines are silent as to A-Frame signs or other portable signs. Furthermore, as is described above, Section 10-2.1604(a) of the Ojai Municipal Code requires HPC review for sign permits for all signs “for designated landmark buildings”. There is ambiguity as to whether A-Frame signs for businesses located within the Arcade and Arcade Plaza qualify as “signs for designated landmark buildings”.

Pursuant to Section 10-2.1602(b) of the Ojai Municipal Code, “Unless otherwise authorized by this article, a sign permit is required for all new signs displayed within the City. A sign permit is not required for signs designated as exempt pursuant to Section 10-2.1606.” A-Frame signs are not listed as exempt from sign permits in Section 10-2.1606. Since the Code revisions in 2017 (discussed below), however, the City has not required businesses to obtain a sign permit for A-Frame signs nor have A-Frame signs for businesses within the Arcade or Arcade Plaza been reviewed by the HPC.

BACKGROUND – 2017 Sign Code Update | The substantive sign changes enacted by Ordinance No. 876 were a complete rewrite of Title 10, Chapter 2, Article 16 (Sign Standards) of the Ojai Municipal Code, replacing the prior sign standards with a comprehensive, content-neutral sign regulatory framework aligned with the recent U.S. Supreme Court's decision in *Reed v. Town of Gilbert*.

In the Reed v. Town of Gilbert, the U.S. Supreme Court unanimously ruled a sign ordinance in Gilbert, Arizona, violated the First Amendment's Free Speech Clause because the ordinance imposed stricter size, location, and duration restrictions on temporary directional signs for a small church than on political or ideological signs. Justice Clarence Thomas established that any government regulation of speech that is content-based on its face—meaning it explicitly targets speech based on its topic or communicative message—is subject to rigorous strict scrutiny, regardless of the government's underlying motive or justification. The Court invalidated the sign code because the town failed to prove that its differential rules were narrowly tailored to achieve compelling government interests like traffic safety and aesthetics.

This is a concept review and is meant as a discussion. The City Council may choose to send the specific provisions related to sign regulations within historic landmarks to the Historic Preservation Commission for comment and potential recommendations which would subsequently be forwarded to the City Council for further consideration. The Council may also wish to consider conducting public input sessions/town halls so that the business community has an opportunity weigh in. Because the sign standards are within Title 10 (Planning and Zoning), Chapter 2 (Zoning Regulations), any potential changes to this section of the code would require a public hearing before the Planning Commission and recommendation forwarded to City Council before the City Council may undertake their final consideration.

The current sign standards from the Ojai Municipal Code are included as Attachment B.

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

OPTIONS

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

FISCAL IMPACT

The staff time spent on the research and development of this concept review is included in the Community Development Departments operational costs. No outside consultant work is included nor conducted with the preparation of this report.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT(S)

A – Arcade Design Guidelines
B – Title 10, Chapter 2, Article 16 (Sign Standards)

ARCADE DESIGN GUIDELINES
Adopted by City Council 12-09-08

Conceptual Overview

The Ojai Arcade represents the visual, historical, economic and geographic center of Ojai. The Arcade is one of the earliest examples of urban renewal projects and one of the major projects initiated by Edward Drummond Libbey. In addition, the Arcade is a significant example of work by the noted architects Frank Mead and Richard Requa, and was designated as the City of Ojai's Fifth Landmark in 1993. The Arcade is unquestionably a major landmark of local and national importance.

These Guidelines have been created to maintain the visual and historical integrity of the Arcade. In implementing the Guidelines, merchants, designers and planners should consider that the primary function of the Arcade is to serve as a pedestrian walkway. This function implies that storefronts, signage and displays should be directed to pedestrian traffic rather than vehicular travel on Ojai Avenue. When viewed from Libbey Park or across the street, the Arcade should always be the primary visual element with little or no competition from background storefronts.

General Exterior Elements

Exterior building surfaces and the primary architectural elements including but not limited to windows and doorways, walls, window display cases and other permanent components of the storefront should reflect both the Mission Revival architectural style (San Juan Capistrano) origin of the Arcade and the date (1917) when it was built. In consideration of these factors, the overall design of new construction should emphasize simple forms and details, and convey a "craftsman" or handmade quality. The selection of building materials and construction methods appropriate to the late 19th and early 20th century is important. New building or physical changes will be evaluated for the effect on the Arcade. The integrity of the Arcade as a series of shops of equal visual importance should be maintained.

- **Walls:** Surface plaster, paint or color should blend with the wall color of the Arcade. The wall surface above the top of the windows and the adjoining vertical columns that extend to the sidewalk between storefronts shall remain smooth or flat stucco. No artificial

roofline or roofing materials may be used in the design of storefronts. Wood siding should be used to a limited extent as an accent or for a special effect. Tile, ceramic or Mexican-type brick may be used as an accent.

- **Color:** The wall color of the main Arcade wall structure shall be Benjamin Moore Navajo White. Color for window trim, doors and signage should be selected from the architectural color palette that is available at the Community Development Department. These colors harmonize with the historic nature of the building and the architectural integrity of the Arcade.

- **Lighting:** All Arcade lighting should be Mission Revival style in a black or rust finish. All lighting should reflect a handcrafted quality. Lighting for shop windows, interior pedestrian traffic and showroom display should not shine out onto the Arcade area or be visible from the street. Fluorescent fixtures are not permissible, nor are backlit fluorescent signs or neon lights visible from the street.

- **Windows:** The bottom of all windows should begin approximately 16" (+ or – 4") from the sidewalk immediately in front of the storefront and extending no higher than 96". Glass shall be maintained in a clear condition at all times and not to be obstructed by any element such as shades, curtains or paper. All new or replacement windows should be painted or anodized a color that is compatible with the architectural integrity of the Mission Revival style.

- **Doors:** All doors should complement the design of the rest of the storefront. If doors are constructed of metal, they must be painted or anodized a color that is compatible with the architectural integrity of the Mission Revival style and coordinated with the overall design of the storefront. All hardware must reflect or convey the handmade (craftsman) quality of the Arcade storefronts. No chrome, polished brass or exposed aluminum hardware is allowed. Hand-hammered iron or patina brass or bronze is preferred.

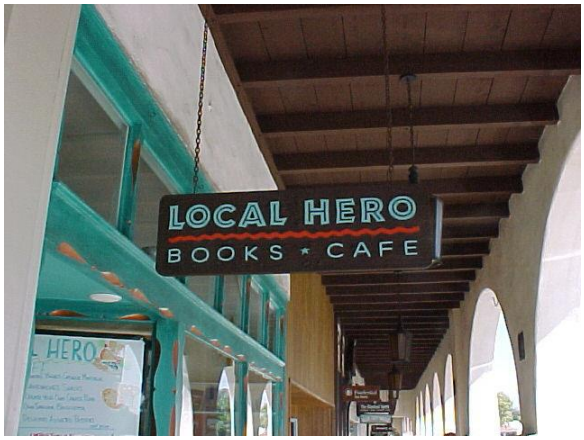
Pedestrian/Customer Elements

- **Awnings/Sunshades:** Awnings and/or sunshades are not permitted in the Arcade.

- **Planters:** Planters may be considered as an exterior element to storefronts. They must contain live foliage and be regularly maintained. A planting plan must be submitted for review by the Historic Preservation Commission.

- **Exterior Signage:** One projecting sign and one wall mounted sign are permitted for each storefront. All signs must be constructed of wood and conform to the City of Ojai Sign Ordinance. The Ordinance states that "Colors shall be harmonious with the building and adjacent areas and shall otherwise be compatible with the aesthetic goals of the community" which include "backgrounds of earth colors, browns and natural or stained woods." Total combined sign area for all signs shall not exceed 10 square feet. Projecting signs utilizing symbolic representation of a product, trade or service that does not include

lettering shall not be counted against any single store's allocation of total sign surface area. Signs painted or lettering applied directly on the wall, windows or architectural elements are not permitted. Signage must be submitted for review to the Historic Preservation Commission.



Projecting signs must be no larger than 15" by 48" and be rigidly suspended to extend no more than 50" from the face of the storefront. The bottom of the sign must be exactly 96" from the surface of the sidewalk directly under the sign.



The wall-mounted sign must be no larger than 12" high nor 10' in length and be mounted directly above the storefront. Whenever possible, signs should be centered on Arcade arches. Signs should not hide or obscure the architectural elements of the building. Exterior signs should be flat against the surface of the building.

- **Outdoor Seating:** Certain spaces along the Arcade storefronts have been determined to be appropriate for pedestrian seating. Benches in the Arcade are available to purchase consistent with the Arcade Bench Program. The Arcade Bench Program information, including bench type and locations, is available at the Community Development Department.



Approval Process

Applicant building owners or merchants who wish to change their Arcade storefront(s) may apply at the City of Ojai Planning Division counter. An application must be completed for a Design Review Permit by the Historic Preservation Commission. A fee is charged as per the City published fee schedule. In addition to the completed application form, the applicant must submit:

- An elevation or sketch of the proposed storefront changes including (as appropriate) planting plan, signage, lighting plan and/or other material changes; and
- A sample of the proposed paint color(s) (manufacturer's paint chip(s) will suffice); and
- Photos of the existing building/storefront.

The Historic Preservation Commission must approve all proposed changes, including changes in color. The review by the Commission will be scheduled at their next regular meeting. Historic Preservation Commission routinely meets on the second Monday of the month. Planning staff will assist the applicant throughout the process. The applicant is advised to submit the application in a timely manner. Staff must review the application for completeness prior to scheduling the item before the Historic Preservation Commission. In general, an application should be submitted at least 30 days prior to the Historic Preservation Commission meetings to ensure that the application is complete, otherwise more time may be needed.

City of Ojai, CA
Tuesday, October 6, 2026

Title 10. Planning and Zoning

Chapter 2. ZONING REGULATIONS

Division 3. DEVELOPMENTAL AND OPERATIONAL STANDARDS

Article 16. Sign Standards

Editor's note—Article 16, Sign Standards, consisting of Sections 10-2.1601 through 10-2.1614, as added by Ordinance No. 771, effective February 13, 2004, amended by Ord. Nos. 801, 804, 815 and 830, was amended in its entirety by Ord. No. 876, effective November 12, 2017.

§ 10-2.1601. Purpose.

This article establishes a comprehensive system of City sign regulations. The intent of these regulations is to:

(a) Manage signs in a manner that preserves the historic, small-town aesthetic and character of the City while also avoiding visual clutter and adverse impacts to pedestrian and traffic safety.

(b) Assist the public in easily identifying uses and premises, thereby minimizing confusion and improving traffic safety.

(c) Allow signs in residential neighborhoods that are consistent with residential scale and character.

(d) Encourage signs in commercial, office, and industrial areas that will create attractive places to work and shop.

(e) It is the City's policy to regulate signs in a constitutional manner that does not favor commercial speech over noncommercial speech and is content-neutral as to non-commercial messages which are within the protections of the First Amendment to the U.S. Constitution and the corollary provisions of the **California Constitution**. Therefore, pursuant to the United States Supreme Court's decision in *Reed v. Town of Gilbert, Arizona* and related cases, this article is intended to narrowly regulate signs within the City by imposing reasonable, content-neutral regulations while leaving open ample alternative avenues of communication for the City's residents, businesses, and visitors.

Definitions of the specialized terms and phrases used in this article may be found in Ojai Municipal Code Section **10-2.3602(s)(6)**.
(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1602. Applicability.

(a) The standards of this article shall apply to all signs, unless otherwise indicated. In the event two or more provisions of this article apply to a particular sign, the more specific provision shall prevail.

(b) Unless otherwise authorized by this article, a sign permit is required for all new signs displayed within the City. A sign permit is not required for signs designated as exempt pursuant to Section **10-2.1606**.

(c) An applicant for a sign permit shall file the application on a form provided by the Community Development Department and pay a fee set by City Council resolution. A color, to-scale rendering of the design and text of a sign shall be submitted along with the application for a sign permit.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1603. General provisions for all signs.

(a) Except as otherwise provided in this section, sign permits shall be approved by the Director through the sign permit process set forth in this article. Any proposed sign must be consistent with the purpose and provisions of this article.

(b) A sign approved by the Planning Commission via a comprehensive sign program and which is consistent with that program shall not require a further sign permit.

(c) *Maximum number.* Any property not located in a residential-only zone, including any property in commercial or mixed-use zones, shall be limited to a maximum of two on-site signs, except that a property with more than two main entrances may have an on-site sign at each entrance. Exempt signs specified in Section **10-2.1606** do not count against this sign number limit.

(d) *Maintenance.*

(1) All signs and their supporting hardware shall be maintained in good repair and function properly at all times.

(2) Repairs to a sign shall use materials and design of equal or better quality as the original sign.

(3) A sign which is not properly maintained or is dilapidated may be deemed a public nuisance by the Director.

(4) Upon written notice from the Director, any necessary alterations, maintenance, or repairs to a sign specified in the notice shall be made within 30 days after the date of the notice.

(5) When an existing sign is removed or replaced, all brackets, poles and other supports that are no longer required shall also be removed. Unpainted areas exposed by removal or replacement of the sign shall be painted to match the adjacent portion of the building or sign support structure.

(e) *Materials*. All signs shall be constructed with materials and workmanship of high quality to avoid problems of deterioration and maintenance which would give rise to unsightly and unsafe conditions. Every sign and its frame shall be constructed in compliance with all applicable City, State, and Federal laws, codes, and regulations.

(1) Signs with foundations or sign materials weighing over 10 pounds and/or mounted over eight feet above finish grade shall require, in addition to a sign permit, a building permit before installation.

(f) *Maximum height measurement.* The maximum allowable sign height shall be measured by the distance from the average adjacent ground level within five feet of the base of the sign to the top of the sign, including the superstructure and any design element.

(g) *Maximum area measurement.* The maximum allowable sign area, in compliance with Section **10-2.1607**, shall be measured as follows:

(1) The surface area of a sign shall be calculated by the number of square feet of the smallest rectangle within which a sign face can be enclosed.

(2) The area of a building face or wall shall mean the outer street-facing surface of a structure or any main exterior wall or storefront, including parapet walls, calculated in square feet.

(3) Supporting framework or bracing that is clearly incidental to the display itself shall not be computed as sign area.

(4) A sign composed of more than one sign face shall be computed as including only the maximum single display surface that is visible from any ground position at one time, including the backing, borders, and framing for letters.

(5) Where a sign consists of one or more three dimensional objects (e.g., balls, clusters of objects, cubes, sculpture, or statue-like trademarks), the sign area shall be measured as the maximum projection of the 3-sides on a vertical plane, and shall be deemed as having four sign faces.

(6) Interior signs located inside a building or structure shall not be oriented towards building windows or openings. If the applicant or owner demonstrates that it is infeasible to orient interior signs away from windows or openings, such signs shall be set back a minimum of 20 feet from said windows or openings and shall not be larger than six square feet. For window signs, see Section 10-2.1607(t).

(h) *Illumination.* The artificial illumination of signs shall be designed, to the extent possible, to avoid negative impacts on surrounding properties.

(1) External light sources shall be directed and shielded from view to limit direct illumination of any object other than the sign.

(2) Lights for indirectly illuminated signs shall only cast light on the sign face and must not cause light trespass to any other location or facility.

(3) Lights shall not be used at a location or in a manner that may cause them to be confused with traffic control devices.

(4) Illuminated signs shall not use more than 10 candlepower per square foot illumination measured at the sign face. In no event shall the intensity or brightness of an illuminated sign interfere with the reasonable enjoyment of properties in direct visual proximity to the sign.

(5) The approval of an illuminated sign shall not be final until 30 days after installation, during which time the Director may require dimming of the sign if the illumination is found to be inconsistent with this section, detrimental to adjacent property, or a traffic hazard.

(6) In addition to a sign permit, an electrical permit shall be required for circuits installed to provide power to light an illuminated sign.

(i) *Colors, design, and text.*

(1) Sign colors shall be harmonious with the structure to which the sign pertains. Sign colors shall also be compatible with the City's existing aesthetic character, including backgrounds of muted, flat, or matte colors, including browns, greys, and whites.

(2) Lettering colors shall be subdued in brilliance.

(3) The colors, design, and text of a sign shall be subject to any other applicable City-adopted guidelines or area plans.

(j) *Substitution clause.* The owner of any sign which is otherwise allowed by this article may substitute non-commercial copy in place of any other commercial or non-commercial copy. This substitution of copy may be made without any additional approval or permitting. The purpose of this provision is to prevent any inadvertent favoring of commercial speech over non-commercial speech or favoring of

any particular noncommercial message over any other non-commercial message. This provision prevails over any other provision of this Code to the contrary.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1604. Landmark signs.

(a) The Historic Preservation Commission shall review and approve or deny sign permits for all signs for designated landmark buildings, consistent with the purpose and provisions of this article.

(b) Any Historic Preservation Commission approval or denial of a sign permit shall occur at a noticed public hearing. An applicant that wishes to obtain a sign permit that requires review by the Historic Preservation Commission is not required to submit a full work permit application to the Historic Preservation Commission, but is required to submit an application on a form developed by and available from the Community Development Department. The applicant may appeal a denial of a sign permit by the Historic Preservation Commission to the City Council, under the procedural requirements of Chapter 8 of Title **4** of the Ojai Municipal Code.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1605. Prohibited signs.

The following signs, where visible by the general public from the public right-of-way or from private property which is generally accessible to the public, are inconsistent with the purpose and standards of this article and are prohibited in all zoning districts:

(a) Animals or human beings, live or simulated, designed or used to attract attention to a business.

(b) Animated, blinking (intermittent light), color-changing, flashing, fluctuating, moving, reflecting, revolving, changeable-copy signs, electronic reader board signs, or other similar signs, except for changeablecopy signs displaying time or temperature.

(c) Balloon signs, and similar floating, flying, or inflated signs.

(d) Commercial billboards and commercial off-site signs.

(e) Bench signs, except for commemorative plaques.

(f) Internally illuminated signs, unless specifically approved by the Director as in compliance with the illumination standards of Section **10-2.1603(h)** and as consistent with the City's aesthetic character.

(g) Neon signs, except as specified in Section **10-2.1607(h)**, or as approved through a comprehensive sign program.

(h) Pole signs, except for City signs, or as specified in Section **10-2.1606(j)**, **(l)**, and **(u)**.

(i) Portable signs, including A- or T-frame sandwich board signs, unless approved by the Planning Commission in compliance with Section **10-2.1608**, or allowed as specified in Section **10-2.1607(r)**.

(j) Price signs, except for those located at service stations.

(k) Rider signs that are appurtenances attached to a sign and which are not an integral part of the display panel of the approved sign.

(l) Signs mounted on the roof of a structure or extending above the edge or eave of the roof.

(m) A sign erected in a manner that would cause a portion of its surface or supports to interfere with the free use of a fire escape, exit, or standpipe; or obstruct a door, stairway, ventilator, or window required by law.

(n) Signs that imitate, conflict or interfere with, or may be confused with traffic control devices.

(o) Signs that obstruct or interfere with the safe and efficient flow of vehicular or pedestrian traffic.

(p) Signs that contain fighting words, obscene language or images, or create a clear and present danger to the general public.

(q) Signs on public property or that project onto a public right-of-way, except as specifically allowed in this article or by Federal or State law, and then only with an encroachment permit issued by the City.

(r) Vehicle signs, unless the vehicle is used for transporting goods or for services for business purposes. A vehicle sign must be affixed so as to not project from the usual profile of the vehicle. A vehicle bearing a vehicle sign may not be stored or parked on private or public property for the principal purpose of advertising the business, good, and/or service displayed on the sign.

(s) Signs attached to fences, shrubs, trees, stones, utility poles, structures on public property or in the public right-of-way, or any similar object or structure, except as specifically allowed in this article or other applicable provisions of Federal, State, and local law.

(t) Signs outlined by individual light bulbs.

(u) Except as otherwise specifically allowed in this article or by Federal or State law, signs not intended for permanent display or erected for a limited duration, including signs that are glued, nailed, pasted, stapled, tacked, taped, or similarly secured to a structure.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1606. Exemptions from sign permits.

Sign permits shall not be required for the signs listed in this section. Exempt signs shall not be included in the determination of the total allowable number of signs or total allowable sign area for a site or use.

(a) Affiliation signs for auto-related uses, motels, and hotels that note services provided or required by law, trade affiliations, credit cards accepted, and similar content provided they are attached to an otherwise approved sign or structure. Affiliation signs shall not exceed one-half square foot in area per sign, and no more than six affiliation signs are allowed for each business.

(b) Change of sign copy within an approved comprehensive sign program that conforms to the provisions of the specific comprehensive sign program (see Section **10-2.1608**).

(c) Commemorative signs, plaques, and tables that are carved in aluminum, bronze, concrete, stone, wood, or other similar permanent material and mounted on a building or structure. These signs shall not exceed four square feet in area and five feet in height.

(d) Gasoline pump and price signs erected and maintained in compliance with Sections **13470** through **13490** and **13530** through **13540** of the California Business and Professions Code.

(e) Holiday decorations, provided that display of such decorations is limited to 30 days before and after the holiday.

(f) City placed or owned signs or signs as authorized by the City for a municipal purpose.

(g) "No Trespassing" signs, not to exceed three square feet in area, placed at each corner and each entrance to the property, and at intervals of not less than 100 feet or in compliance with State requirements.

(h) Occupant name, street number, and street name signs not exceeding three square feet in area for each single-family or multi-family unit.

(i) Official and legal notices required by a court or governmental agency, including any signs required by the City.

(j) Official flags of a nation, the State of California, other states of the United States, and municipalities, provided that the pole height for such flags shall not exceed 25 feet in residential zoning districts and 35 feet in nonresidential zoning districts. The length of the flag shall not be more than one-fourth of the height of the pole. Larger flags may be allowed subject to the approval of the Director.

(k) Political signs.

(l) Public utility signs indicating danger, construction, excavations or similar hazards, or signs that serve as an aid to public safety, or show the location of underground facilities.

(m) Service club signs, clustered on a single uniform sign of a design and location approved by the Director.

(n) Signs on a construction site shall be allowed in all zone districts provided such signs do not exceed one per street frontage, nor 40 square feet in area nor 54 inches in height. All such signs shall be removed prior to issuance of a certificate of occupancy from the City.

(o) Signs erected and maintained in compliance with a governmental function or required by a law, ordinance or governmental regulation.

(p) Signs for commercial, office, and industrial uses not exceeding two square feet and limited to property identification, hours of operation, address, and emergency information.

(q) Signs erected for the convenience of the public (e.g., signs identifying restrooms, public telephones, walkways and similar features and facilities), with a maximum area of two square feet.

(r) Signs on a property that is for sale, rent, or lease, subject to the following limitations:

(1) One additional sign, beyond the base allowance in this chapter applicable to the property, shall be allowed on each such property.

(2) One further additional sign is allowed on such property during an open house or other event promoting the property's status as for sale, rent, or lease.

(3) Additional off-site signs associated with a property for sale, rent, or lease, are allowed within a reasonable proximity of such property during and immediately before and after an open house or other event of a maximum four days' duration promoting the property's status as for sale, rent, or lease.

(4) These additional signs may be single- or double-faced, and shall be limited to three square feet for each side or less on property in residential zoning districts, and six square feet or less on property in all other zoning districts. These additional signs shall be placed outside the pedestrian path of travel.

(5) These additional signs shall be removed when the property is no longer for sale, rent, or lease.

(s) Signs limiting easement rights under Section **1008** of the California Civil Code.

(t) One additional sign, beyond the base allowance in this chapter applicable to the property, shall be allowed on property under construction. This additional sign shall be removed upon the completion of the construction project.

(u) Signs solely for the purpose of guiding traffic, parking, and loading on private property. Maximum area for such signs shall be four square feet in residential and village mixed use zoning districts and six square feet in all other zoning districts. Maximum height for freestanding versions of such signs shall be 54 inches in height. Taller signs may be allowed by the Director, if visibility would not be impaired.

(v) Signs which are not visible by the general public from the public right-of-way or from private property which is generally accessible to the public.

(w) Small window signs, limited to a maximum of 20% of the property's total window area, minus the area devoted to window signs (as defined in Section 10-2.1607(t)).

(x) *Future tenant identification signs.* One additional sign, beyond the base allowance in this chapter applicable to the property, shall be allowed on each property that will have a new occupant, owner, or lessee within the next three months.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1607. Standards for specific types of signs.

(a) *Awning signs.*

(1) Awning signs shall only be located on building frontages, including those fronting a parking lot or pedestrian way.

(2) Awning signs are limited to ground level occupancies only.

(3) Awning signs shall not be internally illuminated. However, lighting directed downwards from the sign that does not illuminate the awning is allowed.

(b) *Banner signs*.

(1) A newly opened business shall be allowed one on-site banner sign, in addition to any other allowed signs.

(2) Existing businesses shall be allowed one on-site banner sign up to a maximum of four times per year, in addition to any other allowed signs. Notwithstanding the foregoing, any business whose principal activity is the presenting or sponsoring of multiple or changing events, shows, programs and activities such as theater art, fine art, and music events shall be allowed one on-site banner business sign up to a maximum of eight times per year, in addition to any other allowed signs.

(3) A banner sign may be posted for up to 30 days. Notwithstanding the foregoing, a banner sign may be posted for up to 60 days by any business with its principal activity being the presenting or sponsoring of multiple or changing events, shows, programs and activities, such as theater art, fine art, and music events.

(4) A banner sign shall be affixed to the exterior wall(s) of the building or structure to which the sign pertains, and shall not hang between posts, or from trees, or be within the public right-of-way, or be placed on a rooftop. However, if the building or structure is at least 50 feet from the public right-of-way the banner sign may be placed on a front fence, wall or other structure approved by the Director. Notwithstanding the foregoing, any business whose principal activity is the presenting or sponsoring of multiple or changing events, shows, programs and activities such as theater art, fine art, and music events shall be allowed to display banners on fixed posts that are integrated into the architecture of the adjacent building and attractively designed such that such posts do not detract from the aesthetics of the property.

(5) Banner signs shall not exceed a maximum area of 24 square feet or 50% of the allowed permanent sign area for the particular site, whichever is less. Additional square footage may be allowed through design review approval by the Director, in compliance with Article **20** of this chapter.

(6) Banner signs shall be maintained in good repair at all times.

(c) *Signs on any property within the commercial and manufacturing zoning districts that display the name of any entity located on the property*.

(1) These signs shall be limited to a maximum of two signs for each property within the commercial and manufacturing zoning district, except that a property having more than two

main entrances may have a sign indicating each entrance.

(2) The combined area of all signs on a property within the commercial and manufacturing zoning district shall not exceed 40 square feet or 10% of the main building face area, whichever is less. However, if the building on the site in which the entity is located is set back at least 50 feet from the public right-of-way, the combined area for all signs on the site shall not exceed 50 square feet or 13% of the main building face, whichever is less.

(d) *Halo-lit or back-lit signs.*

(1) Halo-lit letters are to be lit from behind and should be properly integrated into the building design.

(2) The mounting surface of the halo-lit sign must be opaque and shall not reflect the image of lamps contained within the letters.

(3) All lamps must be fully concealed within the letters so as not to be visible from any location accessible to the public.

(4) The rear face of each letter shall be no more than one inch from the background surface.

(5) Each letter shall be completely enclosed with the front and side surfaces made of opaque material and the back surface made of white translucent Plexiglass.

(6) Standoff brackets shall be center mounted and painted to match the adjacent surfaces, so as not to be visible to the public.

(7) Halo-lit or back-lit signs must be reviewed and approved by the Planning Commission prior to being erected.

(e) *Marquee signs.*

(1) Marquee signs shall be mounted only on the front or sides of a marquee.

(2) Marquee signs shall not project more than six inches from the face of the marquee.

(3) Marquee signs shall not extend above the top of a marquee.

(4) A minimum distance of eight feet shall be maintained from the lowest part of a suspended marquee sign to the ground below.

(f) *Monument signs.*

(1) The area of a monument sign shall not exceed 40 square feet or 10% of the main building face area, whichever is less, and shall be included within the total business sign area allowed on the site. However, if the building on the site in which the business is located is set back at least 50 feet from the property line, the area of a monument sign shall not exceed 50 square feet or 13% of the main building face, whichever is less, and shall be included within the total business sign area allowed on the site. In the event a monument sign is located in a residential zone and there is no main building face area from which to measure maximum sign area, the applicant must obtain a comprehensive sign program pursuant to Section **10-2.1608**.

(2) Monument signs are allowed only for frontages adjoining a public street.

(3) Monument signs shall not obstruct traffic safety sight areas.

(4) There shall be a minimum of 50 feet between two monument signs on adjoining sites to ensure adequate visibility for all signs; provided, however, that the provisions of this subsection shall not prohibit an individual legal parcel from having a monument sign.

(5) Landscaping shall be provided at the base of the supporting structure equal to twice the area of one face of the sign. For example, 20 square feet of sign area would require a minimum of 40 square feet of landscaped area.

(6) The height of monument signs may not exceed 54 inches. However, height may be increased by the Director upon the consideration of factors such as the location of the monument sign, the intensity of the illumination and glare produced, sign visibility with respect to topography and other obstructions, traffic safety, and compatibility with surrounding uses.

(7) Text for monument signs shall be raised or routed. Other text styles must be reviewed and approved by the Planning Commission prior to being displayed.

(8) Monument signs may be indirectly illuminated.

(g) *Multiple tenant signs.*

(1) A multiple tenant sign requires a comprehensive sign program.

(2) The area of a multiple tenant sign shall be limited to the following, and shall be included within the total sign area allowed on the site:

(A) Each site with multiple tenants shall be allowed one multiple tenant sign in the form of a monument sign not to exceed 60 square feet.

(B) The maximum sign area for each tenant in a multiple tenant sign shall be limited to 10 square feet.

(h) *Neon and other similarly lighted signs.* No neon or similarly lighted signs or architectural elements are allowed in the City with the exception of a two square foot "OPEN" neon or similarly lighted sign allowed for commercial businesses. This exception shall follow the following requirements:

(1) Neon signs and linear tubing shall be UL (Underwriters Laboratories) listed with a maximum 20 amps per circuit and be designed to accommodate a dimmer in order to reduce the brightness of the neon.

(2) The neon sign manufacturer shall be registered with UL (Underwriters Laboratories).

(3) Neon sign tubing shall not exceed one-half inch in diameter.

(4) Neon sign tubing shall not be combined with any reflective materials (e.g., mirrors, polished metal, highly-glazed tiles, or other similar materials).

(5) Neon signs hung inside a business window shall count towards the maximum sign area allowed for window signs.

(6) These signs may utilize lighting technologies other than neon gas.

(i) *On-building directory signs.*

(1) The area of an on-building directory sign shall not exceed eight square feet, and shall be included within the total sign area allowed on the site.

(2) The height of an on-building directory sign shall not exceed eight feet above ground level, or as may be approved by the Director.

(3) Individual signs within or composing an on-building directory sign shall be uniform in shape, design, and style of text and shall not exceed one square foot in sign area.

(4) The colors of on-building directory signs shall be the same for all individual signs and shall be compatible with the building color and style of the architectural features and Section **10-2.1603(i)**.

(5) On-building directory signs shall be mounted flat on the surface of the structure on which they are placed or displayed.

(j) *Outdoor merchandise displays.* Outdoor merchandise displays shall be allowed in C-1, B-P and VMU Zoning Districts, subject to such regulations, as adopted from time to time by the Planning

Commission, or as allowed pursuant to Article **24** (Conditional Use Permit) of these Zoning Regulations.

(k) *Painted wall signs.*

(1) The area of a painted wall sign shall be determined as the sum of the sign area of text, plus an additional area equal to an average of nine inches around the perimeter of the text space. The area of a painted wall sign shall not exceed 40 square feet or 10% of the main building or structure face, whichever is less, and shall be included within the total sign area allowed on the site.

(2) Colors of painted wall signs shall be subdued, and shall be compatible with the building or structure's color and Section **10-2.1603(i)**.

(3) Text of painted wall signs shall be compatible with the structure's style of architecture, and shall be of professional quality as determined by the Director.

(l) *Parking lot signs.*

(1) The area of parking lot signs shall not exceed four square feet in residential and village mixed use zoning districts and six square feet in other zoning districts.

(2) The maximum height of a parking lot sign shall be 54 inches, except that taller signs may be approved by the Director.

(3) The colors of parking lot signs shall be compatible with the building color and style of the architectural features and Section **10-2.1603(i)**.

(m) *Projecting signs.*

(1) The area of a projecting sign shall not exceed 10 square feet, and shall be included within the total sign area allowed on the site.

(2) The height of a projecting sign shall not be less than eight feet above ground level, unless the architectural features of the building or structure prohibit this height, in which case the maximum height shall be determined by the Director.

(3) A projecting sign shall not project out more than 42 inches from the surface of the building or structure.

(4) A projecting sign shall not extend to within 20 inches of the curb line.

(5) Text for projecting signs shall be raised or routed. Other text styles may be considered and approved by the Planning Commission.

(n) *Special event signs.*

(1) The area of a special event sign shall not exceed 13 square feet.

(2) The height of a special event sign, including support structures, shall not exceed 54 inches above ground level. Special event signs hanging under a canopy shall have a minimum of eight feet of clearance as measured from the bottom of the sign to the grade below.

(3) Special event signs shall be maintained in good repair and shall not pose a public hazard.

(4) A special event sign shall not be posted more than 48 hours before the event that the sign promotes and shall be removed no later than 24 hours after the event is over. Additional time may be approved by the Planning Commission pursuant to Section **10-2.1608** (Comprehensive Sign Program).

(5) Special event signs shall be limited to two per event and, unless otherwise authorized by the Director or as provided in subsections **(6)** and **(7)** below, shall be located on the site at which the advertised event is occurring. If the event is held at multiple sites throughout the City, the

special event signs shall be limited to one sign per participating site. Additional special event signs shall be allowed in multiple locations as approved by the Planning Commission pursuant to Section **10-2.1608** (Comprehensive Sign Program).

(6) Special event signs shall not be posted in the public right-of-way unless and until the applicant first secures, in addition to a sign permit, an encroachment permit from the Public Works Department.

(7) Prior to displaying any special event sign on private property, the applicant shall obtain the written permission of the property owner.

(8) Special event signs that are to be displayed across Ojai Avenue shall be subject to the following conditions:

(A) The applicant shall obtain, in addition to a sign permit, an encroachment permit issued by the Public Works Department, which permits shall be issued on a first-come first-served basis pursuant to Ojai Municipal Code, Title **7**, Chapter **1**.

(B) The applicant shall obtain written approval to post the sign or signs from the California Department of Transportation to be submitted with the encroachment permit application, unless such approval has been obtained previously by the Public Works Department.

(C) The applicant shall comply with the City's "Ojai Avenue Banner Standards" of construction and installation.

(9) Special event sign text shall be clear and simple with minimal graphics so as not to unnecessarily distract drivers or create a traffic hazard.

(10) Special event signs displayed in the Historic Landmark Arcade and the Pergola at Ojai Avenue in front of Libbey Park are subject to review and approval by the Historic Preservation Commission consistent with the purpose and provisions of this article.

(11) If a comprehensive sign program is approved for an annual special event, special event signs for the event may be posted in subsequent years pursuant to Article 19 (Zoning Clearances) of Title **10** if the Director determines that the subsequent sign plan is in substantial compliance with the original Planning Commission approved comprehensive sign program.

(o) *Under canopy signs.*

(1) The area of an under canopy sign shall be limited to 10 square feet, and shall be included within the total sign area allowed on the site.

(2) Under canopy signs shall have a minimum of eight feet of clearance as measured from the bottom of the sign to the grade below. The Director may approve seven and one-half (7.5) feet upon showing of good cause.

(3) Text for under canopy signs shall be raised or routed. Other text styles may be considered and approved by the Planning Commission.

(p) *Wall mounted signs.*

(1) Wall mounted signs shall not project from the surface upon which they are attached more than required for construction purposes and in no case more than four inches.

(2) Wall mounted signs shall not obstruct any portion of a window or exceed the outside wall height (including parapet) of any structure.

(3) Wall mounted signs shall be compatible with the architectural features of the structure.

(4) Text for wall mounted signs shall be individual letters or raised or routed on a background to create a dimensional appearance. Other text styles may be considered and approved by the Planning Commission.

(q) *Window signs.*

(1) The area of a window sign shall not exceed 40 square feet or 10% of the main face of the structure, whichever is less, and shall be included within the total sign area allowed on the site. However, if the building on the site in which the business is located is set back at least 50 feet from the property line, the area of such window signs shall not exceed 50 square feet or 13% of the main building face, whichever is less, and shall be included within the total sign area allowed on the site.

(2) Window signs shall not occupy more than 20% of the window area of any one window.

(3) Window signs shall be compatible with the building's architectural features.

(4) Colors shall be compatible with the building's colors and Section **10-2.1603(i)**.

(5) For small window signs that are exempt from a sign permit, see Section **10-2.1606(w)**.

(r) *Portable signs.* Two or fewer non-illuminated, off-site portable signs are allowed per each entity on a property, if placed outside of the pedestrian path of travel on private property or adjacent public right-of-way. These signs must not exceed 40 inches in height and are limited to seven and one-half (7.5) square feet in area.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1608. Comprehensive sign program.

(a) The purpose of a comprehensive sign program is to integrate a project's or special event's signs with the design of the buildings or structures upon which they are to be affixed, and thereby achieve a unified architectural statement and overall harmony with Ojai's small town character. A comprehensive sign program provides a means for flexible application of sign regulations for multi-tenant projects and other users of multiple signs; encourages creativity and provides incentive and latitude in the provision of multiple signs; and avoids circumvention of the intent of this article.

(b) The Planning Commission may approve a comprehensive sign program which may modify the development standards for signs for an eligible project or event. Standards for signs provided in this article shall serve as a reference for evaluating comprehensive sign program applications. Prohibited signs shall not be allowed by a comprehensive sign program. A comprehensive sign program shall be required whenever any of the following circumstances exist:

(1) Multi-tenant developments of three or more separate tenants that share either the same parcel or structure and use common access and parking facilities, including all multiple tenant signs;

(2) Whenever five or more signs are proposed for a new or existing development;

(3) Whenever three or more signs are requested by a single tenant in an existing multi-tenant project that currently is not covered by a comprehensive sign program;

(4) Whenever the organizer of a special event intends to utilize more signs than permitted by Section **10-2.1607(n)**.

(c) A request for approval of a comprehensive sign program shall clearly detail the location, number, size, and type of each proposed sign. Elevations of each sign shall be provided clearly indicating the proposed colors, letter size, materials, method of illumination, method of attachment to a structure, text, and use of logos. All signs included in the proposed comprehensive sign program shall have a uniform background.

(d) Lessees within developments subject to the requirements of an approved comprehensive sign program shall be made aware of the program in their lease and their responsibility to comply with the approved comprehensive sign program.

(e) The Director may approve revisions to a comprehensive sign program determined to be minor in nature in that the intent of the original approval and any conditions would not be affected. Revisions that would substantially deviate from the original approval shall require Planning Commission approval.

(f) Installation of signs or modification of signs that are consistent with an approved comprehensive sign program and that are consistent with that program shall not require a further sign permit.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1609. Abandoned signs.

(a) Abandoned signs shall be removed by the permit holder or the owner of the structure or premises within 30 days after the date of the event which caused the sign to be considered an abandoned sign. No onsite non-commercial sign shall be considered abandoned.

(b) A condition of approval for all sign permits shall be that the permit holder or owner of the structure or premises, at their own expense, shall remove all abandoned signs. An abandoned sign may be removed by the City after the 30 day period identified in subsection **(a)** above, and the permit holder or owner shall be charged for the cost of removal, and the permit holder or owner may incur a fine for noncompliance with this section.

(c) New signs for a structure or property on which an abandoned sign is located shall not be approved until the abandoned sign is removed. Approval may be given on the condition that the abandoned sign(s) will be removed before a new sign is erected.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1610. Nonconforming signs.

Any sign which was lawfully erected and maintained before the effective date of this article, but which does not conform with the provisions of this article, or any amendment hereto, shall be a nonconforming sign.

(a) "Lawfully erected" shall mean signs erected before any sign regulations were applicable to the property, signs erected in conformance with the then applicable sign regulations, but not including the requirement for a land use permit or a zoning clearance, and signs erected in compliance with an approved design review permit, conditional use permit or variance.

(b) "Lawfully maintained" shall mean signs maintained in conformity with the applicable sign regulations existing on the effective date of any applicable amendment to this article, including signs maintained in compliance with an approved design review, conditional use permit or variance, and signs maintained as nonconforming signs.

(c) Nonconformance may include height, location, number, sign use, size, type of sign, and failure to conform to an approved comprehensive sign program.

(d) All nonconforming signs may be continued and maintained for a 10 year period from the effective date of any amendment to this article rendering signs nonconforming. At the end of the 10 year period, the nonconforming signs shall lose their status as nonconforming signs and become illegal signs in violation of the provisions of this article and shall be removed or brought into conformance with this article by obtaining a permit in compliance with this article.

(e) During the 10 year amortization period for any sign on any parcel identified in subsection **(d)** above, signs may be affixed, altered, changed, erected, installed, or relocated on the parcel provided:

(1) The signs would be in conformance with this article;

(2) That together the nonconforming and conforming signs on the parcel would not exceed either the total number of signs or the total sign area for all of the signs allowed by this article; and

(3) A permit shall be obtained in compliance with this article.

(§ 2, Ord. 876, eff. November 12, 2017)

§ 10-2.1611. Violations of sign regulations.

(a) Unless specifically allowed in this article or by Federal or State law, it is unlawful to do any of the following within the City:

(1) Display, erect, place, post, paint or secure any sign, pennant, flag, banner, balloon, card, poster, text, or similar attention-seeking device on:

(A) Any public property or within the public right-of-way, or

(B) Any curb, sidewalk, street, pole, post, utility box, hydrant, bridge, tree, building or other surface that is located on public property or in the public right-of-way.

(2) Display any sign that requires a sign permit without an approved sign permit; or

(3) Display any sign on any premises contrary to the provisions of this article.

(b) Violations of this article shall be treated as strict liability offenses regardless of intent.

(c) Any sign affixed, altered, applied, constructed, converted, enlarged, erected, installed, maintained, relocated, or set up contrary to the provisions of this article shall be unlawful and a public nuisance, which nuisance may be abated in compliance with the provisions of Chapter 6 of Title **5** of this Code and Article **35** of this chapter, and the cost of abatement may be made a special assessment against the land upon which the sign is located. The City may remedy any violation of this article pursuant to the procedures set forth in Chapter 6 of Title **1** of this Code.

(d) The Director is authorized and directed to investigate all purported violations of any of the provisions of this article. If a violation is determined to exist or to be impending, the Director is authorized and directed to take the measures as deemed necessary and expedient to enforce and secure compliance with the provisions of this article, including the signing of complaints and other legal documents. Where any sign installation is undertaken contrary to the provisions of this article, the Director may order the work stopped by notice in writing served on any person engaged in the doing or causing of the work to be done and the person shall stop the work until authorized by the Director to proceed.

(e) The Director, as charged with the enforcement of this article, acting in good faith and without malice toward the City, shall not be rendered personally liable, and is hereby relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of the duties directly related to enforcement.

(f) Any suit brought against the Director, because of the act or omission, shall be defended by the City Attorney until the final termination of the proceeding.

(g) The Director may request, and shall receive as far as may be necessary in the discharge of the duties directly related to enforcement, the assistance and cooperation of other City officials.

(h) With the consent of the owner or occupier of any structure or premises, or under an inspection warrant issued in compliance with State law (Sections **1822.50** through **1822.57** of the Code of Civil Procedure), and upon prior notice to the owner of any sign which is not in compliance with this article, the Director may enter at a reasonable time any structure or premises in the City to perform any duty imposed by this article.

(i) If the Director is unable to otherwise enforce the provisions of this article, the matter may be referred to the City Attorney for appropriate legal action, civil or criminal, or both.

(j) Any person, firm, or corporation, whether as principal, agent, employee, or otherwise, violating any provision of this article shall be guilty of a misdemeanor or an infraction at the discretion of City authorities as provided in Section **1-2.03** of the Municipal Code and, upon conviction thereof, shall be subject to the penalties provided in Chapter 2 of Title **1** of the Municipal Code. The 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 article is allowed, committed, or continued by the person, firm, or corporation, and shall be punishable as provided in this subsection.

(k) The remedies provided for in this article shall be cumulative and not exclusive in compliance with Article **35** of this chapter.

(§ 2, Ord. 876, eff. November 12, 2017)

Administrative Report

TO: **Honorable City Council**

FROM: **Leslie Rule, Council Member**
Andy Gilman, Mayor

MEETING DATE: **October 13, 2026**

SUBJECT: **CONCEPT REVIEW: Pilot "Slow-Jai" Project *(Requested by Mayor Gilman and Council Member Rule)***

RECOMMENDATION

Convene a concept review discussion regarding the proposed pilot "Slow-Jai" Project, and if consensus exists, provide direction to staff to embark upon next steps for project outreach and pilot implementation.

DISCUSSION

Background

Page Slow Street is a permanent community-focused corridor running from Stanyan Street to Gough/Market Streets, stretching across the Upper and Lower Haight neighborhoods, in San Francisco. It prioritizes walking, bicycling, and neighborhood recreation over vehicular through-traffic; but allows vehicular traffic and maintains existing street parking. It's a simple, yet clever application that blocks off ½ of the street, allowing pedestrians and cyclists to more safely travel while requiring vehicles to slow down in order to navigate the partial street closure. Please see Attachments A, B and C for a slow street fact sheet, a Page Upgrades Outreach Summary document, and pictures of Page Street Slow Street Signs.

Approved as a permanent corridor by the San Francisco Municipal Transit Authority (SFMTA) Board in January 2023, Page Slow Street utilizes traffic diverters and turn restrictions (temporary flex posts) at major intersections to cut down vehicle volume. Ongoing infrastructure upgrades by the SFMTA will ultimately replace the temporary flex posts with permanent concrete safety islands.

Analysis

Prior to its designation, Page Street acted as an unofficial through pass for drivers making their way across San Francisco. Once implemented, traffic diverters and turn restrictions nudged commuters back onto designated arterial roadways, reducing traffic volume. With fewer vehicles on the road, Page Street became an essential, low-stress backbone for the city's active transportation network causing an increase in people walking and biking. Residents report a higher quality of life, closer relationships with neighbors, and a safer

environment for children and pets.

While the program holds overwhelming support among local residents it has also faced some detractors worried that pushing cars off Page Street would cause severe gridlock on adjacent neighborhood (there is not evidence that supports this concern, however). Also, some Page Street homeowners have cited minor inconveniences, such as navigating around pedestrians or bikes when pulling out of driveways, or adapting to altered turn restrictions to get to their own houses.

Source: SFMTA Page Slow Street

Application to Ojai

San Francisco is obviously a much larger community than Ojai. The San Francisco Municipal Transit Authority, who oversaw the design, implementation and construction of the Page Slow Street, has significantly greater resources than the entire City of Ojai municipal organization. With this in mind, the overall slow street concept should still be considered for application in a small town such as Ojai. The simple installation of temporary flex posts, signs and asphalt paint could create a community-focused corridor, thereby allowing the launch of the pilot Project Slow-Jai.

Proposed Project Slow-Jai Location: North Fulton Street

Ojai's North Fulton Street, bounded by Ojai Avenue on the south and Grand Avenue on the north, with a split near the middle created by Oak Street, is a densely populated neighborhood of single family residences. There are no sidewalks on the street. Many families with young children and pets reside in the neighborhood, who frequently walk, ride bicycles or push strollers in the street as they make their way to nearby Westridge Market, adjacent Sarzotti Park, and downtown Ojai.

Application

Measures to turn North Fulton Street into a "Slow Street" could be achieved through the measures deployed on San Francisco's Page Street: temporary flex posts that block off one-half the street (but do not eliminate through vehicle traffic), street signs and asphalt markings. Parking spaces on North Fulton Street would not be eliminated through the proposed pilot program, and vehicles would continue to be able to drive the entirety of North Fulton Street from Ojai Avenue to Grand Avenue. However, due to the need to slowly navigate around the temporary flex posts, vehicles would be required to travel at slower speeds. Less vehicles accessing the street and traveling at slower speeds would encourage pedestrian and bicycle traffic without restricting access.

Public Outreach

Due to its limited size, it is realistic to forecast direct interaction with all (or nearly all) residents living on Fulton Street through a door-to-door campaign (Council Member Rule has volunteered to knock on all North Fulton Street doors), with flyers explaining the proposed concept. Additionally, a community meeting could be convened to discuss the pilot with residents and interested community members, and other outreach tools, such as a pilot project landing page, resident survey or City social media posts could also be deployed.

Installation

The City's Public Works Department could install all Project Slow-Jai features in-house, including the temporary flex posts, street signs and pavement markings.

FISCAL IMPACT

Overall cost of the pilot program is estimated to be less than $50,000, and could be appropriated from the City's unprogrammed General Fund balance. Appropriating $50,000 for this pilot project would not impact the City's 100% General Fund Reserve Policy.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 4 - Infrastructure Maintenance and Improvement

OPTIONS

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

Prepared by: Ben Harvey, City Manager

ATTACHMENT(S)

Attachment A – How to Use Slow Streets Facts Sheet
Attachment B – Page Slow Street Upgrades Outreach Summary
Attachment C – City of San Francisco Page Slow Street Signs

Slow Streets Program

Calles Lentas | 街道改變建議 |

Programang Slow Streets | Программа Slow Streets



What are Slow Streets?

Slow Streets are roadways where everyone is welcome, including people walking, biking, scooting, using wheelchairs and driving—and everyone travels slowly and safely. They are recognizable by distinctive purple Slow Streets signs and roadway markings, along with features like speed humps. Slow Streets should feel safe, comfortable, and welcoming for everyone. As the Slow Streets program evolves, the SFMTA team will continue to evaluate the Slow Streets and seek feedback for how to make them better. We look forward to your participation! **Questions? Email SlowStreets@SFMTA.com**.

How should Slow Streets be used?

Everyone is welcome on Slow Streets. Whether you are walking, rolling, riding a bicycle, or driving, please watch out for and be kind to your fellow Slow Street users!

- **Move at safe, considerate speeds**
- **Make space for others – pedestrians must make room for vehicles to pass, and bikes and cars must give plenty of room when passing**
- **Be kind and welcoming to others on the street**

For people walking:

- **DO** make space for others while walking on a slow street—whether they're biking, driving, or rolling—to safely pass.
- **DO** allow vehicles to pass in the roadway. While Slow Streets are shared roads, pedestrians must make room for cars under California law; vehicles have the right of way on streets.
- **DON'T** be hostile towards other Slow Street users or make people feel unwelcome on the street.

For people riding bicycles or using a personal mobility device:

- **DO** yield to pedestrians, children, and people with disabilities.
- **DO** move at safe, considerate speeds.
- **DO** obey local posted signs, like STOP signs.
- **DON'T** be hostile toward other Slow Street users or make people feel unwelcome on the street.

For people driving:

- **DO** drive slowly and carefully.
- **Do** give plenty of space when passing people using the street.
- **DO** acknowledge and make eye contact with other Slow Street users to demonstrate you see them.
- **DO** keep driving on Slow Streets reserved for local trips. For example:
  - Driving to and from a home on a particular block
  - Accessing a business on a particular block
  - School drop-off or pick-up on a particular block
  - Making a local delivery or pickup
- **DO** obey all traffic laws and signs, like speed limits and STOP signs.
- **DON'T** be hostile toward other Slow Street users or make people feel unwelcome on the street.

How else can people enjoy their Slow Street?

The SFMTA is developing complementary programs, from block parties to street murals, to help communities celebrate their Slow Street. In the meantime, here are general guidelines to follow when activating or decorating a Slow Street:

- Art or decorations must be kept out of active travel lanes.
- Activities on Slow Streets need to preserve the use of the street as an active travel roadway for all Slow Street users. What this means:
  - Seating or difficult-to-move objects should not be set in the roadway
  - No additional barriers should ever be added to intersections
- For planned community events that require the full use of the road, and/or want to incorporate amplified sound, neighbors should obtain a permit through SFMTA Special Events
- Please be mindful of noise levels and the timing of planned community events

SFMTA

311 Free language assistance / 免費語言協助 / Ayuda gratis con el idioma / Бесплатная помощь переводчиков / Trợ giúp Thông dịch Miễn phí / Assistance linguistique gratuite / 無料の言語支援 / 무료 언어 지원 / Libreng tulong para sa wikang Filipino / การช่วยเหลือทางด้านภาษาโดยไม่เสียค่าใช้จ่าย / خط المساعدة المجاني على الرقم

Page Slow Street Upgrades

Outreach Summary & Next Steps

April 2026

Page Slow Street
SFMTA.com/PageSlowStreet
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SFMTA

Key Takeaways

- Proposed Slow Street upgrades will not significantly impact parking availability or introduce additional vehicle diversion along the corridor.
- Over 400 people responded to the project survey, with most respondents (75%) providing comments in support of upgrades.
- Staff modified the design in response to community feedback, notably by reducing the length of traffic islands to minimize parking impacts, adding traffic calming at school zones near Page/Baker and Page/Webster, and considering additional traffic calming at Page/Scott.
- Project implementation will be impacted by an upcoming SF Public Utilities Commission (SFPUC) pipe replacement project on Page Street between Stanyan and Fillmore, which is anticipated to be under construction from 2027 through early 2029. Slow Street upgrades will be implemented in phases along the corridor in coordination with the SFPUC's project, starting on the eastern end between Webster Street and Market Street.

Project Description

This round of upgrades to Page Slow Street aims to improve traffic safety, comfort and neighborhood placemaking on Page Street between Stanyan Street and Market Street, while also reducing maintenance needs along the corridor.

Adopted as a permanent Slow Street in January 2023 after years of temporary pilot and COVID-emergency changes, Page Slow Street includes vehicle traffic diversion at six intersections, purple Slow Street paddles at 12 additional locations, and a one-way street with contraflow bikeway at Octavia Boulevard – all implemented with paint, signs and flexible posts. A recent capital project also added wider sidewalks with landscaped rain gardens, decorative paving, and a raised (traffic-calmed) intersection at Buchanan Street.

Given the success of temporary measures in lowering vehicle speeds and volumes, Page Slow Street is ready for more durable and effective materials like concrete. Other potential upgrades include adjustments to key intersections to improve safety, additional traffic-calming, greening, and other opportunities prioritized by the community. *These upgrades will not significantly impact parking availability or introduce additional vehicle diversion along the corridor.*

Slow Streets Evaluation

The proposed upgrades are informed by robust data collection and evaluation, including an analysis of whether travel speeds and volumes are meeting Slow Street Program goals (as directed by the SFMTA Board of Directors). Specifically, the SFMTA seeks to keep vehicle volumes below 1,000 per day and average speeds as close to 15 miles per hour as possible, as research has shown that keeping traffic below these levels is ideal for different users to share the roadway together.

As documented in a 2024 evaluation report, vehicle volumes are generally under program thresholds (720 vehicles per day on average) while average speeds are close to but slightly over the target

threshold (16mph). Overall, the evaluation points to greater needs along the eastern half of the corridor, where cross-streets carry heavier traffic, where Page Street is identified on the 2024 High Injury Network, and where proposed upgrades will first be implemented in coordination with forthcoming utility work. Additional evaluation suggests a need to address the ~10% of drivers making illegal maneuvers around existing traffic diverters.

Outreach Summary

Public outreach for this latest effort took place over three main phases.

1. **Mid to late 2024**: SFMTA staff presented ideas and gathered initial feedback from neighborhood stakeholders.
2. **Late 2024 to Spring 2025:** SFMTA staff presented detailed concepts and gathered feedback, culminating in a three-week open house period showcasing specific designs.
3. **Late 2025 to Spring 2026:** SFMTA staff adjusted designs based on community feedback and presented updates to neighborhood stakeholders.



Existing Purple Paddles on Page Slow Street

Stakeholder outreach

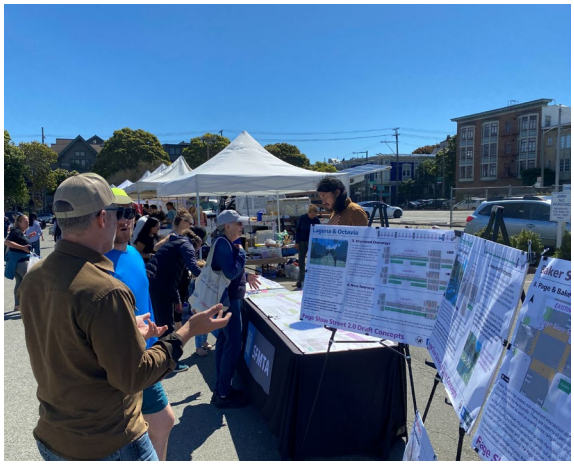
SFMTA staff consulted community members to help assess the performance of previously installed measures implemented with paint, signs, and flexible posts. Community members generally affirmed the effectiveness of previously installed measures and offered suggestions to further improve the Slow Street, including suggestions to upgrade existing measures with more permanent materials such as concrete for improving driver compliance.

SFMTA staff engaged Page Street stakeholders by attending virtual and in-person meetings, where community members provided in-depth feedback on the project. The groups and institutions engaged during the process included:

- Neighborhood/community groups
  - Haight Ashbury Neighborhood Council (HANC)
  - Lower Haight Merchants & Neighbors Association (LoHaMNA)
  - Hayes Valley Neighborhood Association (HVNA)
  - Page Slow Street Stewards
  - Market/Octavia Community Advisory Committee (MOCAC)
- Institutions
  - San Francisco High School of the Arts
  - The International School of San Francisco: Maternelle/Preschool

- John Muir Elementary School
- Unity San Francisco

SFMTA staff hosted four in-person events in summer 2024, including pop-up tabling on Page Street during Bike to Wherever Day on May 16th, a Lower Haight Art Walk on August 3rd, and a Divisadero Famers' Market on August 18th. Project staff also hosted a walking tour with community members and District 5 Supervisor Dean Preston on August 21st, 2024.



Across all in-person events, SFMTA staff connected with hundreds of community members, including many people using Page Street who had not heard of the project before. Many attendees were excited about safety improvements for people bicycling and walking along the corridor:



- Excitement was shared about the proposed upgrades to existing measures (like roadway striping, plastic posts and signs) and adjustments to key intersections.
- Some community members expressed concerns over initial ideas to adjust Page Street between Laguna Street and Octavia Boulevard to address compliance issues.

SFMTA staff developed a new concept for Page Street between Laguna Street and Octavia Boulevard based on community feedback. The new concept was shared publicly at the virtual open house.

Virtual open house period

Mailers were sent to project-area residents and businesses to promote a three-week virtual open house period from February 14th through March 7th, 2025. Staff posted over 50 notices along Page Street and sent two email updates to share information about the proposed upgrades and open house period.

Staff created an online open house using an ArcGIS Storymap and an online survey to capture feedback about the proposed design. Over 400 people responded to the survey, with most respondents providing comments supporting the project.

- 75% of survey respondents supported the project, with some suggesting more robust or additional traffic calming measures.
- 17% of respondents opposed the project, with some citing concerns about increased traffic, parking impacts, and a preference for allocating resources elsewhere.
- 8% were neutral about the project.

Project staff modified designs based on feedback collected during the virtual open house period and reconnected with neighborhood associations along Page Slot Street throughout late 2025 and early 2026 to collect additional feedback. Provided below are summaries of public feedback and modifications made to the designs in response.



Summary of Public Feedback on the Proposed Changes

The following are the central themes of public feedback:

- **A desire for separation and protection for people bicycling from motor vehicles:** Many people voiced support for more separation and protection for people bicycling at intersections along Page Slow Street, with some people suggesting more robust concrete islands than those proposed, as well as additional vehicle diverters.
- **Support for improving pedestrian safety:** Many community members expressed support for safety improvements for pedestrians crossing Page Street. Some suggested that additional traffic calming measures like speed humps could help slow down both motor vehicles and those biking and rolling.
- **A desire for clearer signs:** Some community members suggested adding or modifying existing signs to better communicate rules and improve visibility of the Slow Street.
- **Support for intersection adjustments, though with some concerns:** Many community members expressed support for proposed adjustments at the Market Street, Octavia Boulevard, and Baker Street intersections. However, some people raised concerns about the Market Street adjustments that, by creating a longer, more perpendicular crossing, could add delay to those biking through the intersection. Some community members also raised concerns about Octavia Boulevard adjustments potentially complicating motor vehicle access to connecting alleyways.
- **A desire for additional intersection adjustments:** Some community members expressed support for additional intersection adjustments, such as traffic circles or raised intersections, particularly at the Scott Street intersection (where Page Street interacts with the Wiggle bicycle route) and intersections near school zones.
- **A desire to maintain on-street parking:** Several community members indicated that finding on-street parking in the neighborhood remains challenging, especially for teachers and other workers who commute into the neighborhood. They wished to see more parking spaces retained in the design.

Mixed reactions to adjustments at Market Street:

"The planned improvements at Page and Market are a huge win. The current setup is confusing, with unclear signage and a missing far-side signal. Fixing this will make a big difference for safety and ease of use."

"I understand that the idea is to eliminate the angled crossing of the Muni tracks. But I cycle through that intersection at least twice a day and it's NEVER been an issue."

Project Modifications and Considerations Based on Public Feedback

Concrete island adjustments
Based on concerns of additional parking loss, SFMTA staff will reduce the length of proposed traffic islands to align with existing red zones and preserve existing curb space where possible. The total impact to parking availability is pending final engineering but is expected to be minimal. If approved by the San Francisco Fire Department, project staff will also design for more robust concrete islands to maximize their visibility and deter damage from motor vehicles.

Changes to Baker Street proposal
Based on additional analysis and coordination with the SF Public Utilities Commission (SFPUC), as well as public feedback to minimize parking loss, the SFMTA is no longer pursuing the proposal for sidewalk bulb-outs with 'rain gardens' at the Baker Street intersection. Instead, the project team will focus on smaller-scale greening/placemaking opportunities using traffic islands and existing red curb zones; upgrading to concrete islands and providing mid-block traffic calming.

Additional traffic calming
Based on community support for additional pedestrian safety measures, project staff will prepare a more detailed proposal for speed humps or raised crossings at or near Page/Baker and Page/Webster to help slow all road users, including people biking and rolling.



Taking lessons learned from recent changes to Page/Buchanan, staff will also explore a modified raised intersection or alternative traffic-calming designs for Page/Scott that helps reduce conflicts and slow users with fewer construction impacts and at lower cost than at Buchanan Street.

Sign adjustments
Project staff will adjust existing cross-street signs to improve visibility of the Slow Street and improve/add signs along Page Street, including lowered speed limit signs.

Next Steps

The project team will revisit designs and share a refined proposal following thorough intra- and inter-departmental review, which includes coordination with the San Francisco Fire Department. The refined proposal will include more specific island designs and traffic-calming measures that will be taken to an SFMTA engineering public hearing in mid-2026 for consideration of approval. Concurrent with legislative approvals, the project team will also be requesting funding from the San Francisco County Transportation Authority (SFCTA) for the construction phase.

Project implementation will be notably impacted by an upcoming SF Public Utilities Commission (SFPUC) pipe replacement project on Page Street between Stanyan and Fillmore, which is anticipated to be under construction from 2027 through early 2029. Traffic-safety upgrades will be implemented in phases along the corridor in coordination with the SFPUC's project. The first phase will include upgrades at Market Street and between Webster Street and Octavia Blvd and is expected to occur in late 2026 and 2027. Subsequent phases will implement concrete island upgrades at the Masonic and Divisadero diverters and other unsignalized intersections, as well as new traffic calming measures at select locations, following the completion of the SFPUC pipe replacement project.

Separately, a 15-mph speed limit is being proposed for several Slow Streets, including Page Street, and will be heard at a public hearing this spring. This lower posted speed limit responds to community requests for clearer messaging about expected speeds on Slow Streets, for people driving as well as those bicycling and rolling.

To be included in future project updates, including the notice of public hearings and potential approvals, sign up for the project contact list by visiting the project webpage, SFMTA.com/PageSlowStreet. Project staff will also post notices and distribute mailers to notify community members ahead of key milestones.

City of San Francisco Page Slow Street Signs



Signs delineate ½ of street



Temporary Flex Posts



Slow Street Designation Sign

Administrative Report

TO: **Honorable City Council**

FROM: **Ben Harvey, City Manager**

MEETING DATE: **October 13, 2026**

SUBJECT: **Strategic Communications Plan *(City Council Direction)***

RECOMMENDATION
Review and adopt the Strategic Communications Plan.

DISCUSSION
The Strategic Communications Plan (Plan) establishes a comprehensive framework for how the City of Ojai communicates with and engages the community. As part of the development process, the Ad Hoc Committee comprised of Mayor Pro Tem Mang and Council Member Lang met with City staff and Tripepi Smith, the City's communications consultant, to provide input, ideas, and feedback on how the City of Ojai communicates with and engages with the community. These discussions helped shape the Plan's priorities and approaches, ensuring the recommendations reflect both community needs and practical implementation considerations.

The purpose of the Plan is to strengthen communication between the City and residents by providing timely, accurate, and accessible information; helping the public better understand City actions and services; encouraging participation in civic life; and fostering a stranger connection to the Ojai community.

The Plan outlines six strategic goals:

1. Make City Communications More Proactive.
2. Help Residents Better Understand Their City Government.
3. Demonstrate the City's Work and Its Impact.
4. Strengthen Community Connection and Civic Pride.
5. Expand Community Awareness and Participation.
6. Build Stronger Connections with Community Partners.

Key elements of the plan include:

- **Proactive Communication**: Provide residents with timely information before they need to ask, including advance notice of City activities, decisions, projects, and opportunities for participation, along with clear pathways to additional information.
- **Clarity and Reliability**: Use clear, plain language and strengthen City communication channels as trusted sources for factual information.
- **Community Focus**: Strengthen residents' connection to Ojai by highlighting local stories, community history, City services, accomplishments and civic activities.

- **Education**: Develop accessible content that helps residents better understand City processes, policies, services, and City Council actions.
- **Engagement**: Expand opportunities for residents to participate in City government through digital outreach, public engagement, and clear opportunities for community input and action.
- **Partnerships**: Coordinate communications with community partners to amplify City programs and initiative.

Implementation of the Plan will be flexible and responsive to City Council priorities, available resources, and evolving community needs. The Plan also establishes methods for evaluating communication efforts, including monitoring public reach, engagement, participation, and community understanding.

Adoption of the Strategic Communications Plan will provide staff with an overall framework to guide City communications while allowing individual initiative and implementation strategies to be developed over time.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

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

FISCAL IMPACT

The adoption of the Strategic Communications Plan does not require additional appropriations at this time. Should implementation of specific strategies require additional funding, staffing, consultant services, technology, or other resources beyond existing appropriations, staff will return to the City council for consideration of an authorization, as appropriate.

Prepared by: Norma Cervantes, Assistant to the City Manager

ATTACHMENT(S)

A. Draft Strategic Communications Plan

City of Ojai Strategic Communications Plan

Purpose

The City of Ojai's communications program serves as a connection between the City and the community. Effective communication should do more than distribute information. It should help residents understand what their City is doing, why decisions are being made, how those decisions affect them and how they can participate.

This Strategic Communications Plan establishes a framework for the City's communications efforts and provides direction for how the City can communicate more proactively, consistently and effectively with the Ojai community.

The plan is intended to guide communications across City platforms while remaining flexible enough to respond to emerging issues, Council priorities and community needs.

Strategic Vision

Ojai residents have timely, clear and reliable information about their City and understand how to stay informed, participate and engage with local government.

City communications should strengthen the connection between the organization and the community by making local government easier to understand and demonstrating how City decisions, services and projects affect everyday life in Ojai.

Communications Principles

The City's communications program will be guided by the following principles:

Proactivity
Whenever possible, communicate before residents have to ask. Provide advance notice, explain what is happening and identify opportunities for participation.

Clarity
Use plain language and provide enough context for residents to understand an issue without needing extensive knowledge of City government.

Reliability
Position City communication channels as trusted sources for factual information about City programs, services, projects and decisions.

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Relevancy
Connect City actions to their impact on residents and the community. Answer the question: How does this affect me?

Community-Focus
Use communications to strengthen residents' connection to their City and increase awareness of the people, places and work that make Ojai unique.

Strategic Goal 1: Make City Communications More Proactive

Objective

Give residents information earlier and provide greater context around City projects, decisions, programs and service impacts.

Strategies

Plan communications earlier.
Identify communications needs alongside major City projects and initiatives rather than waiting until implementation or immediately before an action occurs.

Create clear pathways to additional information.
Use social media and other communications channels to direct residents to webpages, FAQs, project information and other resources where they can learn more.

Communicate throughout the life of an issue.
Move beyond announcing an item or Council action by communicating what happens next and providing updates as implementation progresses.

Anticipate resident questions.
For major or potentially complex issues, identify likely questions in advance and prepare information that allows residents to better understand the issue before contacting staff or Councilmembers.

Potential Applications

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- Project landing pages
- FAQs
- Advance project and service notices
- "What's Next?" updates following Council action
- Project milestone updates
- Timelines explaining major City processes
- Council agenda previews with public participation information
- Post-meeting Council action recaps

Strategic Goal 2: Help Residents Better Understand Their City Government

Objective

Make City government and its processes easier to understand so residents can more effectively participate in civic life.

Strategies

Explain how local government works.
Develop educational content that breaks down City processes, responsibilities and requirements in approachable language.

Explain the process behind City actions.
Help residents understand why government processes take time, what steps are legally or administratively required and when the public can participate.

Connect policies to everyday life.
Translate ordinances, policies and Council actions into information that explains what they mean for residents.

Explore a Resident Academy.
Evaluate opportunities for an Ojai Resident Academy or similar community education program that gives residents direct access to City staff and elected officials while explaining City operations, services and decision-making.

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Potential Applications

- "How the City Works" content
- "Did You Know?" series
- Council action explainers
- Commission education and highlights
- Resident Academy
- Project-specific community education sessions
- Simple process graphics and timelines

Strategic Goal 3: Demonstrate the City's Work and Its Impact

Objective

Increase awareness of the services, projects and initiatives the City is delivering on behalf of the community.

Strategies

Tell the story behind City services.
Highlight work that residents may experience without necessarily understanding the City's role in delivering it.

Show progress.
Provide updates between project approval and completion so residents can see how City priorities are advancing.

Highlight visible and everyday improvements.
Use projects such as street improvements, tree planting, parks, infrastructure and other services to demonstrate how City work affects quality of life.

Increase visibility of priority initiatives.
Develop sustained communications around significant City priorities where community awareness does not currently reflect the level of work underway.

Wildfire preparedness was specifically identified as an area where substantial City activity may not be fully understood by the community.

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Potential Applications

- Public Works project updates
- Before-and-after content
- Wildfire preparedness education
- Project progress updates
- Council priority updates
- Commission accomplishments
- "Your City at Work" storytelling

Strategic Goal 4: Strengthen Community Connection and Civic Pride

Objective

Use City communications to help residents feel informed, connected to their community and proud of Ojai.

Strategies

Tell more Ojai stories.
Balance informational City content with storytelling about Ojai's history, identity and community.

Celebrate what makes Ojai distinctive.
Use historical information, community milestones and local stories to reinforce a shared sense of place.

Create approachable content.
Where appropriate, use humor, personality, video and other creative approaches that reflect Ojai while maintaining the professionalism expected of an official government source.

Bridge different community perspectives.
Develop content around shared experiences and community identity that can resonate with both longtime residents and newer members of the community.

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Potential Applications

- Ojai history and trivia
- Historical Preservation Commission partnerships
- Community milestones
- Short-form video
- "What Makes Ojai, Ojai?" storytelling
- Stories highlighting Ojai's history, traditions and community identity
- Seasonal and community-focused content

Strategic Goal 5: Expand Community Awareness and Participation

Objective

Reach residents through the channels they use and create clearer opportunities for them to participate in City government.

Strategies

Meet residents where they are.
Continue using a mix of digital and traditional communications, recognizing that no single platform reaches the entire Ojai community.

Continue growing the City's digital audience.
Build on the City's social media growth while placing greater emphasis on whether residents are receiving and interacting with useful City information.

Increase engagement with younger residents.
Explore content that can strengthen connections with residents in their 20s and 30s.

Make participation actionable.
When asking residents to engage, clearly explain what opportunity exists, how they can participate and when their input will have the greatest value.

Use video strategically.
Expand authentic short-form video that brings residents closer to City projects, people, neighborhoods and services.

Strategic Goal 6: Build Stronger Connections with Community Partners

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Objective

Use established community partnerships to expand the reach of City information strengthen awareness of community programs and initiatives, and support shared community objectives while maintaining the City's neutral role.

Strategies

Strengthen partner communications.
Coordinate communications with organizations and agencies that have an established relationship with the City when doing so supports a city program, initiative, service or community objective.

Establish clear parameters for community features.
Develop guidelines for when and how the City collaborates with community partners through communication channels, providing a consistent framework for evaluating opportunities.

Coordinate Relevant Community Information
Use appropriate cross-promotion and collaborative communications to help City and partner information reach Ojai-specific audiences when there is a clear connection to City programs, services and priorities.

Focus on community impact
Collaborative communications should focus on public benefit, City connection and/or community impact.

Potential Applications

- Collaborative posts related to City programs and initiatives
- City-supported events and programs
- Community partner spotlights tied to City activities
- Local history and legacy business stories
- Nonprofit/community organization features tied to City programs or funding
- Cross-promotion of City-supported programs and services
- Follow-up stories demonstrating the impact of City partnerships

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Managing Community Dialogue

The City's communications channels provide an important opportunity to answer questions and clarify information, but they should not become a forum for prolonged debate between the City and individual commenters.

The City should continue to:

- Monitor comments and questions on City platforms.
- Respond to straightforward factual questions when an answer can be clearly provided.
- Direct residents to official City information whenever possible.
- Use standalone posts or FAQs when misinformation demonstrates a broader need for clarification.
- Avoid extended back-and-forth exchanges that may amplify conflict or misinformation.
- Administer the City's adopted Social Media Policy consistently and in coordination with City staff and legal counsel when necessary.

Measuring Success

Traditional communications metrics remain valuable, but the success of the City's communications program should ultimately be evaluated by whether residents are becoming better informed and more connected to their City.

Performance should be evaluated through a combination of quantitative and qualitative measures.

Reach and Awareness

Monitor:

- Growth of City communication audiences
- Reach of City information
- Outlook Newsletter distribution
- Website traffic to priority information and project pages
- Reach among targeted audiences

Engagement

Monitor:

- Shares and meaningful interactions
- Questions generated by City content
- Participation in surveys and other engagement opportunities
- Video engagement
- Traffic generated from social media to City resources

Community Participation

Where applicable, evaluate whether communications contribute to:

- Participation in City programs

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- Attendance at City events and meetings
- Survey participation
- Applications for commissions or other opportunities
- Participation in community engagement efforts

Resident Understanding

Over time, the City should also evaluate whether residents:

- Know where to find reliable City information
- Better understand major City projects and initiatives
- Understand how and when they can participate
- View City communications as timely, useful and reliable

Implementation Approach

This plan should guide communications planning rather than create a rigid content calendar. Specific campaigns and tactics should be developed based on Council priorities, City projects, community needs and available resources.

City staff and the communications team should regularly identify:

What does the community need to know?
Identify upcoming projects, decisions, services and issues requiring communication.

What does the community need to understand?
Identify issues where additional context, education or explanation is necessary.

Where can the City communicate earlier?
Identify opportunities to engage residents before decisions or implementation.

What work is the community not seeing?
Identify projects, services and accomplishments that warrant greater visibility.

What can residents do?
Whenever possible, provide a clear next step for learning more, participating or taking action.

Initial Priorities

Proactive Project Communications

Develop a repeatable approach for communicating major projects and initiatives from introduction through implementation.

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City Government Education

Begin developing explanatory content around City processes, policies and Council actions.

Resident Academy Exploration

Develop a concept for an Ojai Resident Academy, including potential objectives, format, topics and resource requirements.

City Work and Impact

Identify opportunities to more consistently communicate Public Works projects, wildfire preparedness and other visible City services.

Community Storytelling

Develop recurring content that highlights Ojai's history, identity, community institutions and civic accomplishments.

Community Partner Framework

Establish clear parameters for working with the organizations that have an established relationship with the City, ensuring communications support City programs, priorities and/or community objectives.

Review and Evaluation

The City should periodically review this plan to ensure communications priorities continue to reflect Council direction and community needs.
Progress should be evaluated based not simply on the amount of content produced, but on whether City communications are helping residents:
Know what is happening. Understand why it matters. Know where to learn more. Understand how to participate.

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