



AGENDA

CITY COUNCIL REGULAR MEETING

TUESDAY, DECEMBER 9, 2025, 6:00 PM

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

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE
DISTRICT 2 - RACHEL LANG

DISTRICT 3 - ANDREW WHITMAN
DISTRICT 4 - KIM MANG

BEN HARVEY
CITY MANAGER

BETHANY BURGESS
CITY ATTORNEY

WESTON MONTGOMERY
CHIEF DEPUTY CITY CLERK

VIEWING & ACCESS

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

[ZOOM LINK - December 9 Regular Meeting - 6:00 PM](#)

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PRESENTATIONS

- 1. Service Recognition Award to City Attorney Matthew Summers for 10 Years of Service**
- 2. Introduction of Incoming Ojai Police Chief Tyler Abbott**

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.

3. City of Ojai Warrants for November 3, 2025 - November 16, 2025

RECOMMENDATION: Receive and file.

[Administrative Report - Warrant Report](#)

[Attachment A - Warrant Report Register](#)

[Warrant Cover Letter](#)

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

RECOMMENDATION: Receive and file.

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

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

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

5. Minutes of the City Council

RECOMMENDATION: Approve.

[Minutes - Special Meeting December 2, 2025](#)

6. Minutes of the Planning Commission

RECOMMENDATION: Receive and file.

[Minutes - PC August 20, 2025](#)

[Minutes - PC September 3, 2025](#)

[Minutes - PC October 1, 2025](#)

7. Minutes of the Historic Preservation Commission

RECOMMENDATION: Receive and file.

[Minutes - HPC August 14, 2025](#)

8. Minutes of the Arts Commission

RECOMMENDATION: Receive and file.

[Minutes - Arts Commission - October 16, 2025](#)

9. Reappointment of Area Housing Authority Commissioner

RECOMMENDATION: Reappoint Mr. Steve Mason to serve a four-year term as the City of Ojai's representative on the Ventura County Area Housing Authority Board.

[Administrative Report - Area Housing Authority Reappointment](#)

10. Ratify Appointment to Fill Mid-Term Vacancy on the Historic Preservation Commission

RECOMMENDATION: Review and ratify nomination of applicant Catalina Niessen as Historic Preservation Commissioner to fill a mid-term vacancy on the Historic Preservation Commission.

[Administrative Report - Historic Preservation Commissioner Ratification](#)

[Attachment A - Commissioner Application Form - C. Niessen](#)

11. Adoption of a Resolution to Amend the City's 457 Deferred Compensation Plan

RECOMMENDATION: That the City Council adopt a resolution to amend the City's MissionSquare 457 Deferred Compensation Plan to include Roth Contribution provisions, options under the SECURE 2.0 Act, loan provisions, and deferral of leave cash-outs.

[Administrative Report - Amend 457 Deferred Compensation Plan](#)

[Attachment A - Resolution Amending the 457 Deferred Compensation Plan](#)

[Attachment B - 457 Governmental Plan and Trust Optional Provisions Election Form](#)

[Attachment C - Request for SECURE 2.0 and Other Plan Changes Checklist](#)

[Attachment D - MissionSquare Retirement Gov 457 Deferred Compensation Model Plan](#)

12. Approval of MOU with HELP of Ojai for Care Pod

RECOMMENDATION: That the City Council authorize the City Manager to execute a Memorandum of Understanding (MOU) between the City and HELP of Ojai regarding the operation of Care Pod.

[Administrative Report - Help of Ojai MOU](#)

[Attachment A - MOU Carepod and Help of Ojai](#)

13. SECOND READING | Adoption of Ordinance No 969 Adopting the 2025 California Building Codes

RECOMMENDATION: Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 969 adopting the 2025 California Building Codes, by reading of the title as stated below.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, CALIFORNIA CODE OF REGULATIONS – TITLE 24, THE 2025 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH APPENDICES I AND J; (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION, WITH APPENDICES H AND L; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (6) CALIFORNIA ENERGY CODE, 2025 EDITION; (7) CALIFORNIA REFERENCE STANDARDS, 2025 EDITION; (8) CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; (9) CALIFORNIA RESIDENTIAL CODE, 2022 EDITION, WITH APPENDIX AH; (10) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (11) CALIFORNIA FIRE CODE, 2025 EDITION; (12) CALIFORNIA WILD LAND INTERFACE CODE 2025 AND ADOPTING LOCAL AMENDMENTS THERETO IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 17922, 17958, 17958.5, 17958.7, AND 18941.5 AND FINDING THAT THE ADOPTION OF THIS AMENDMENT IS EXEMPT FROM THE CALIFORNIA

DISCUSSION

14. Furnished by Owner and Installed by Owner (FOIO) Items | Ojai Permanent Supportive Housing Project (OPSHP) 611 South Montgomery Street and Policy for Commemorative Naming and Donations

RECOMMENDATION:

1. Receive DignityMoves' Furnished by Owner and Installed by Owner (FOIO) items list; and
2. Review and adopt the Policy for Commemorative Naming and Donations.

[Administrative Report - FOIO Donation Policy](#)

[Attachment A - FOIO List](#)

[Attachment B - Naming and Donations Policy](#)

15. Ratification of Arts Commission Recommendations – 2026 Arts Grants

RECOMMENDATION: Ratify the Arts Commission's recommendations for the 2026 Arts Grants Program.

[Administrative Report - Arts Grants Awards Ratification](#)

[Attachment A - 2026 Arts Grants AD HOC Recommendations](#)

[Attachment B - 2026 Grants Scoring](#)

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Posted December 9, 2025 at 2:00 p.m.
Weston Montgomery, Chief Deputy City Clerk

WRITTEN PUBLIC COMMENTS

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

ACCOMMODATIONS

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

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

Si considera que un intérprete de idiomas es necesario para participar en esta reunión, la

notificación 48 horas antes de la reunión le permitirá a la Ciudad hacer arreglos razonables para que un intérprete asegure su participación/comprensión de esta reunión del Concejo Municipal.

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

PUBLIC PARTICIPATION

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

PUBLIC COMMENT OPTIONS

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

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

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

IMPORTANT NOTES:

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

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

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

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

LEVINE ACT WARNING

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

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

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

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



Administrative Report

TO: Honorable City Council

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

MEETING DATE: December 09, 2025

SUBJECT: City of Ojai Warrants for November 03, 2025 – November 16, 2025

RECOMMENDATION

Receive and file.

DISCUSSION

Disbursement Warrant Check Numbers: 79780-79854

Payroll Warrant Check Numbers: 38355-38357

Number of Direct Deposits: 58

City of Ojai Disbursement Warrants for General Fund
and Special Revenue Funds

\$ 685,627.81

Payroll – November 13, 2025

123,871.59

Total

\$ 809,499.40

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

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

FISCAL IMPACT

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

Prepared by: Scott Avila

ATTACHMENT(S)

- A. Check Register

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79780	7 Day Tire LLC October 2025 Trolley Maintenance	11/06/2025	2,248.00
79781	Airgas West Transit & Public Works Gas Cylinder Rentals	11/06/2025	196.63
79782	Aleshire & Wynder LLP September 2025 Housing Issues	11/06/2025	7,563.60
79783	AllConnected, Inc. Microsoft 365 Annual Licensing Fee	11/06/2025	8,541.40
79784	Alotl Aparicio Ojai Day 2025 Performance	11/06/2025	250.00
79785	ApplicantPro Annual Applicant Tracking System	11/06/2025	2,706.00
79786	AT&T September 2025 Telephone	11/06/2025	31.41
79787	CA Dept of Justice August & September 2025 Fingerprint Fees	11/06/2025	603.00
79788	Canon Financial Services, Inc. October 2025 Copy Machine Lease	11/06/2025	828.14
79789	Falcon Roofing Company Charles Michael Parrent Police Station Parking Structure Project	11/06/2025	3,643.00
79790	Christy Billings Employee Reimbursement	11/06/2025	88.03
79791	Concentra September & October 2025 Pre-Employment Physicals	11/06/2025	460.00
79792	County Fire Protection October 2025 Fire Extinguisher Service	11/06/2025	259.11
79793	County of Ventura Public Works Agency August 2025 Hazardous Waste Program	11/06/2025	1,624.67
79794	Court-Ordered Debt Collections November 2025 Payroll Expense	11/06/2025	296.14

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79795	Data Ticket, Inc. July & August 2025 Parking Citation Fees	11/06/2025	458.00
79796	Deborah Delamore Ojai Day 2025 Performance	11/06/2025	150.00
79797	Dell Marketing LP Computer Purchase (2 Qty)	11/06/2025	1,966.37
79798	EideBailly LLP September 2025 Finance Process Improvement	11/06/2025	14,905.30
79799	Emmanuel A Mendez October & November 2025 City Transit Wash	11/06/2025	5,860.00
79800	Fence Factory Rentals October 2025 Temporary Fence Rental for OTT	11/06/2025	170.10
79801	Firestick Pottery Recreation Class- Pottery	11/06/2025	896.00
79802	Darrell Gooden Recreation Class- Kung Fu	11/06/2025	832.00
79803	GovConnection Microsoft Teams Audio Equipment (40 Qty)	11/06/2025	6,006.00
79804	Lucy Walker Grace Recreation Class- Dog Training	11/06/2025	1,554.58
79805	HdL Coren & Cone October - December 2025 Property Tax Contract Services	11/06/2025	2,587.50
79806	Help of Ojai Inc. June 2025 ADA Program	11/06/2025	4,250.00
79807	Hinderliter, de Llamas & Associates Sales Tax & Audit Contract Services	11/06/2025	4,139.20
79808	INNER-I Security in focus, Corp. City Hall Security Camera Installation	11/06/2025	1,800.00
79809	Johannes M Pouw Recreation Class- Baseball	11/06/2025	503.10

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79810	Kristy Rivera Employee Reimbursement	11/06/2025	356.80
79811	Kroll Associates, Inc. Forensic Financial Investigation	11/06/2025	24,286.42
79812	Terry Kvasnik Recreation Class- Parkour	11/06/2025	655.20
79813	Liebert Cassidy Whitmore September 2025 Internal Investigation	11/06/2025	10,064.75
79814	Lynn Simonson Recreation Class- Yoga	11/06/2025	1,121.90
79815	Mark Cranes Tree Inc September 2025 Citywide Tree Prunings	11/06/2025	16,200.00
79816	Meyers Nave, A Professional Corporation September 2025 Special Counsel	11/06/2025	4,785.00
79817	Michael R. Tregler Ojai Day 2025 Sound & Technician	11/06/2025	2,025.00
79818	Motorola Solutions, Inc. Mobile Radio Desktop Charger	11/06/2025	68.77
79819	National Graphics, LLC Ojai Day Posters (300 Qty)	11/06/2025	830.11
79820	Norma Cervantes Employee Reimbursement	11/06/2025	1,673.70
79821	Ojai Auto Supply Supplies for Vehicle Maintenance	11/06/2025	21.00
79822	Ojai Valley Directory Ojai Trolley Advertisement	11/06/2025	275.00
79823	Ojai Valley News Ojai Day 2025 Ad	11/06/2025	1,664.00
79824	Ojai Valley Sanitary District November 2025 Sewer Services	11/06/2025	1,635.62

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79825	Owl Towing & Storage, Inc. September 2025 Trolley Repair Towing Service	11/06/2025	1,140.00
79826	Pax Environmental Inc On-Call Arborist Services	11/06/2025	137.50
79827	Pitney Bowes Global Financial Services LLC Quarterly Postage Machine Lease	11/06/2025	184.30
79828	Prudential Overall Supply Public Works Cleaning Supplies & Clothing Allowance	11/06/2025	122.70
79829	Vicke Quinlyn Recreation Class- Earth Arts	11/06/2025	357.50
79830	Raimi & Associates Inc September 2025 General Plan Update Services	11/06/2025	3,292.14
79831	Ready Refresh by Nestle September & October 2025 Drinking Water for City Departments	11/06/2025	537.20
79832	Christopher Reno Repairs to Trolley	11/06/2025	1,425.00
79833	Gary Ryan Recreation Class- Weightroom	11/06/2025	1,656.00
79834	Jan C. Scow September & October 2025 Tree Site Evaluations	11/06/2025	859.25
79835	Secural Security Corporation September 2025 City Unhoused Security	11/06/2025	6,673.20
79836	Richard Senate Recreation Class- Ghost Tours	11/06/2025	130.00
79837	Sinclair Sanitary Supply, Inc. Supplies for Citywide Maintenance	11/06/2025	510.13
79838	So Cal Gas October 2025 Gas	11/06/2025	327.14
79839	Southern CA Edison October 2025 City Street Lights	11/06/2025	4,574.21

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
79840	Springbrook Holding Company, LLC September 2025 Purchase Order Implementation	11/06/2025	660.00
79841	SSD Systems November 2025 Libbey Bowl Security Alarm Services	11/06/2025	236.42
79842	Starlight Dance Academy Recreation Class- Ballet & Jazz	11/06/2025	924.00
79843	Gavin O Takase-Sanchez Recreation Class- O'Daiko Japanese Drum	11/06/2025	728.00
79844	Toro Enterprises, Inc. August 2025 Pavement Rehabilitation Final Retention Payment	11/06/2025	220,558.61
79845	Traffic Technologies, Inc. Supplies for Citywide Street Maintenance	11/06/2025	322.83
79846	Trails By Potter, LLC Recreation Class- Pickleball	11/06/2025	321.75
79847	Transtech Engineers, Inc Supplies for Citywide Street Maintenance	11/06/2025	2,288.00
79848	Ventura County Library Servc FY25-26 Q2 Library Services Agreement	11/06/2025	26,500.00
79849	Ventura County Sheriff's Dept Reimbursement for Paid County Citation	11/06/2025	135.00
79850	Ventura Overhead Door Public Works Gate Repair	11/06/2025	450.00
79851	Ventura Signs & Screen Printing City Logo Apparel	11/06/2025	2,155.00
79852	Ventura Urgent Care Center September 2025 Pre-Employment Physical	11/06/2025	198.00
79853	Verizon Wireless September 2025 Cell Phone	11/06/2025	1,049.70
79854	Westridge Market Inc October 2025 Supplies for City Department Meetings	11/06/2025	40.76

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
ACH	Phoenix Civil Engineering, Inc. September 2025 Citywide Projects (Storm Drain Repair, Parking Lot Paving, & Speed Limit Survey)	11/06/2025	34,381.95
ACH	Ameriflex: Claims ACH November 2025 Payroll Expense	11/03/2025	192.31
ACH	InfoSight Inc October 2025 IT Security Assessments	11/07/2025	15,973.25
ACH	Mission Square 457 ACH November 2025 Payroll Expense	11/13/2025	8,461.27
ACH	IRS ACH November 2025 Payroll Expense	11/14/2025	46,140.76
ACH	EDD ACH November 2025 Payroll Expense	11/14/2025	8,369.08
ACH	Amazon.com/Sales, Inc October 2025 Miscellaneous Supplies	11/06/2025	5,776.89
ACH	Health and Human Resource Center Inc November 2025 Payroll Expense	11/06/2025	143.64
ACH	CalPERS Retirement ACH November 2025 Payroll Expense	11/14/2025	22,639.01
ACH	Willdan Engineering August & September 2025 Code Enforcement, Building & Safety, and Plan Checking Services	11/06/2025	52,456.64
ACH	Charter Communications Holdings, LLC October 2025 Spectrum TV for City Council Meetings	11/06/2025	95.10
ACH	Colantuono, Highsmith & Whatley, PC September 2025 General Services	11/06/2025	70,433.37
	General Services		17,500.00
	Special Projects		12,828.97
	Labor & Employment		3,596.00
	Criminal Code Enforcement		2,720.65
	Encampment Resolution Grant		15,539.00
	Tax & Assessments Advice		6,759.00
	General Litigation		9,728.00
	Active Litigation & Settlement Management		1,761.75

Check Register

Check Summary By Check Number



Check No	Vendor Name	Check Date	Check Amount
ACH	Ameriflex: Admin Fee ACH November 2025 Payroll Expense	11/13/2025	88.00
ACH	Altigen Communications, Inc. October 2025 Telephone	11/06/2025	901.65
		Total	685,627.81
ACH	Payroll Pay Period 10/27/2025 - 11/9/2025	11/13/2025	123,871.59
	Wire & Paper Check Total		123,871.59
	Grand Total		\$ 809,499.40

Warrant Register for the Meeting Date December 09, 2025

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



Brenda Cho, Finance Director



Administrative Report

TO: Honorable City Council

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

MEETING DATE: December 9, 2025

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

RECOMMENDATION

Receive and file.

DISCUSSION

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

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

Cash & Investments	Amounts	Yield %	Interest-to-Date 10/31/2025
Cash in Bank			
Banc of California	\$ 189,817	0.00%	
MBS Cash	\$ 530,818	0.00%	
Wells Fargo Sweep	\$ 1,719,664	4.00%	\$ 28,111
Wells Fargo Section 125	\$ 11,297	0.00%	
Investment Accounts			
LAIF	\$ 20,500,183	4.15%	\$ 207,235
MBS Certificate of Deposits	\$ 13,350,469	3.16%	\$ 155,776
Total Cash & Investments	\$ 36,302,248	3.70%	\$ 391,122

Change in Portfolio:

10/2025 \$ 207,235 Deposits - LAIF-State of Calif 2nd quarter 2026 4.15%

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

CITY COUNCIL GOALS ALIGNMENT

Goal No. 8 - Financial Stability

OPTIONS

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

FISCAL IMPACT

There is no fiscal impact associated with this report.

Prepared by: Brenda Cho

ATTACHMENT(S)

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

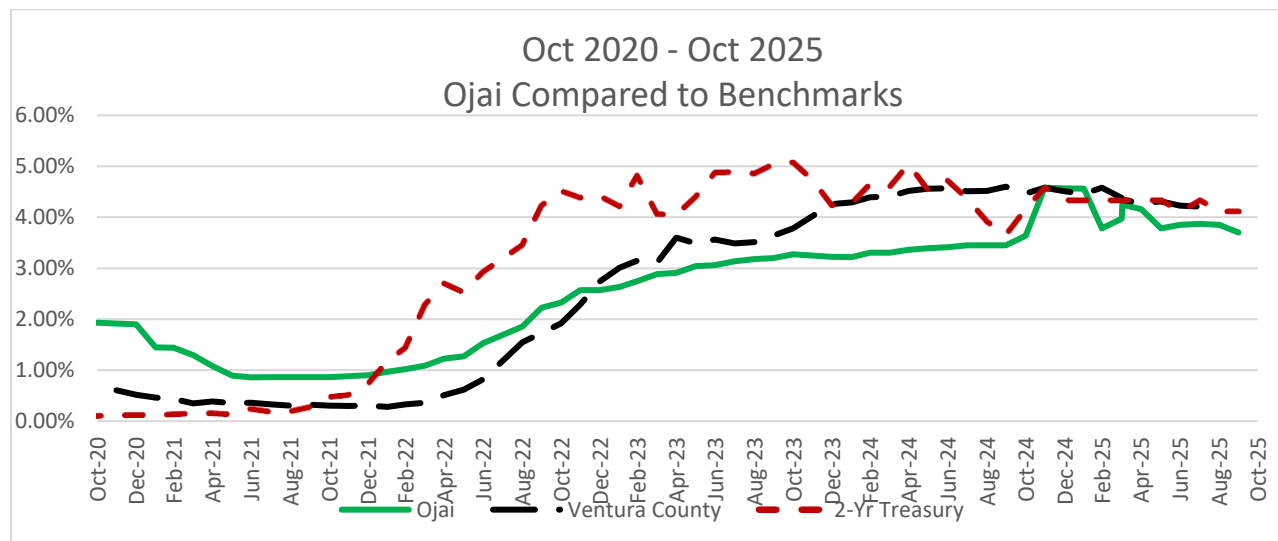
City of Ojai Treasurer's Report for the Month of October 2025

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

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

Benchmarks

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



The weighted average yield to maturity and the weighted average DTM for the City's investments portfolio on October 31, 2025, were 3.70% and 358 days. By comparison, the weighted average yield to maturity and the weighted average DTM for the County of Ventura portfolio were 4.18% and 288 days, and 2-yr Treasury were 3.60% and 720 days.

Impact of Market Changes on Investment Earnings and Values

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

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

Planned Investment Instruments

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

Credit, Interest Rate, and Reinvestment Risk

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

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

Changes to the Pooled Cash and Investment Portfolio

Action:

<u>Transaction date,</u>	<u>Amount,</u>	<u>Description,</u>	<u>Maturity Date,</u>	<u>Percent Yield</u>
10/2025	\$207,235	Deposits LAIF-State of Calif	2 nd quarter 2026	4.15%

Cash and Investment Balances

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

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

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

POOLED DESIGNATED AND OPERATING CASH & INVESTMENTS:		PAR VALUE	BOOK/ MARKET VALUE	PERCENT OF CITY CASH	MATURITY	AVERAGE DAYS TO MATURITY	YIELD 365 DAYS EQUIVALENT
Operating Cash							
Checking Accounts							
Banc of California	Accounts Payable	189,817	189,817	0.52%		1	0.00%
Wells Fargo	Section 125	11,297	11,297	0.03%		1	0.00%
	Total	201,114	201,114	0.55%			
Money Market							
Wells Fargo (Sweep)	Sweep	1,719,664	1,719,664	4.74%		397	4.00%
MBS (Cash)	Cash	530,818	530,818	1.46%			
	Total Operating Cash	2,250,482	2,250,482	6.20%			
Invested Cash							
Local Government Pools and Certificates of Deposit							
Local Agency Investment Funds	Investment Pool	20,500,183	20,500,183	56.47%		220	4.15%
Certificates of Deposit:							
BMW BANK OF NORTH AMERICA	Certificate of Deposit	244,000.00	243,893	0.67%	11/4/2025	4	4.70%
Farmers & Merchants Bk	Certificate of Deposit	249,000.00	247,516	0.68%	1/14/2026	75	1.05%
Bank United Nat'l Assn	Certificate of Deposit	245,000.00	243,126	0.67%	1/22/2026	83	0.58%
Texas Exchange	Certificate of Deposit	245,000.00	242,996	0.67%	2/2/2026	94	0.69%
RIA FED CR UN SH CTF	Certificate of Deposit	249,000.00	249,234	0.69%	2/9/2026	101	4.20%
Cibc Bk Usa	Certificate of Deposit	243,000.00	244,069	0.67%	3/24/2026	144	4.92%
Sunwest Bk Irvine	Certificate of Deposit	249,000.00	245,265	0.68%	4/30/2026	181	0.74%
Connectone Bk Englewood Cliffs	Certificate of Deposit	249,000.00	244,702	0.67%	5/28/2026	209	0.75%
Ally Bk Sandy Utah Ctf Dep	Certificate of Deposit	246,000.00	245,053	0.68%	6/2/2026	214	3.18%
Exchange Bank	Certificate of Deposit	249,000.00	244,095	0.67%	6/17/2026	229	0.59%
UBS Bank Usa	Certificate of Deposit	249,000.00	244,394	0.67%	6/30/2026	242	0.96%
Medallion Bank	Certificate of Deposit	249,000.00	244,232	0.67%	6/30/2026	242	0.85%
Toyota Financial Savings Bank	Certificate of Deposit	248,000.00	243,097	0.67%	7/22/2026	264	1.01%
FIRST TECHNOLOGY FED	Certificate of Deposit	245,000.00	245,801	0.68%	9/25/2026	329	4.05%
QUORUM	Certificate of Deposit	249,000.00	250,056	0.69%	9/30/2026	334	4.15%
NUMERICA CR UN	Certificate of Deposit	249,000.00	250,501	0.69%	9/30/2026	334	4.35%
B1BANK BATON ROUGE	Certificate of Deposit	245,000.00	244,939	0.68%	9/30/2026	334	3.65%
FIRST NATL BK MIDDLE	Certificate of Deposit	245,000.00	245,044	0.68%	9/30/2026	334	3.70%
WINGS FINL CR UN	Certificate of Deposit	245,000.00	245,747	0.68%	10/21/2026	355	4.00%
AMERICAS CR UN	Certificate of Deposit	248,000.00	248,459	0.68%	10/23/2026	357	3.85%
Synchrony Bk	Certificate of Deposit	248,000.00	241,731	0.67%	11/5/2026	370	1.18%
Merrick Bk	Certificate of Deposit	249,000.00	242,384	0.67%	11/30/2026	395	1.24%
Pentagon Federal Cr Un	Certificate of Deposit	249,000.00	242,277	0.67%	12/23/2026	418	1.34%
State Bk India New York N Y	Certificate of Deposit	247,000.00	241,055	0.66%	1/21/2027	447	1.76%
Dogwood St Bk	Certificate of Deposit	249,000.00	241,896	0.67%	1/28/2027	454	1.40%
First Carolina Bk	Certificate of Deposit	249,000.00	241,896	0.67%	1/28/2027	454	1.40%
Amerant Bk Natl Assn Coral Gables Fl Ctf Dep	Certificate of Deposit	248,000.00	241,574	0.67%	2/16/2027	473	1.71%
Cfbank Fairlawn Ohio Ctf Dep	Certificate of Deposit	249,000.00	241,879	0.67%	2/17/2027	474	1.51%
Capital One Bk	Certificate of Deposit	246,000.00	242,512	0.67%	4/6/2027	522	2.77%
Capital One Natl Assn	Certificate of Deposit	246,000.00	243,257	0.67%	4/27/2027	543	3.01%
Lafayette Federal Credit Union	Certificate of Deposit	245,000.00	243,432	0.67%	5/25/2027	571	3.35%
Discover Bk Greenwood Del Ctf Dep	Certificate of Deposit	246,000.00	244,185	0.67%	6/1/2027	578	3.30%
First National Bk of America	Certificate of Deposit	249,000.00	252,872	0.70%	7/26/2027	633	4.57%
MORGAN STANLEY BANK	Certificate of Deposit	245,000.00	244,400	0.67%	8/4/2027	642	3.63%
Cobalt Credit Union	Certificate of Deposit	245,000.00	244,682	0.67%	9/15/2027	684	3.68%
DECORAH BANK & TRUST CO.	Certificate of Deposit	249,000.00	246,729	0.68%	9/23/2027	692	3.83%
FIRST FOUNDATION BANK	Certificate of Deposit	244,000.00	248,677	0.69%	11/4/2027	734	4.65%
TRUE SKY FED CR UN OKLA CITY OK SH CTF	Certificate of Deposit	249,000.00	251,054	0.69%	11/8/2027	738	4.10%
Peoples Bk Co Coldwater Ohio	Certificate of Deposit	249,000.00	250,128	0.69%	1/12/2028	803	3.95%
SAN FRANCISCO FED CR UN	Certificate of Deposit	249,000.00	252,571	0.70%	2/3/2028	825	4.34%
LIBERTY FIRST CR UN LINCOLN	Certificate of Deposit	249,000.00	252,598	0.70%	2/3/2028	825	4.35%
Alaska Usa Fed Cr Union	Certificate of Deposit	248,000.00	254,579	0.70%	3/22/2028	873	4.76%
Neighbors FCU	Certificate of Deposit	248,000.00	256,395	0.71%	7/26/2028	999	4.87%
TTCU Fed Credit Union	Certificate of Deposit	248,000.00	256,395	0.71%	7/26/2028	999	4.87%
CUSTOMERS BK	Certificate of Deposit	245,000.00	246,208	0.68%	8/15/2028	1,019	3.90%
Leaders Credit Union	Certificate of Deposit	248,000.00	256,710	0.71%	8/30/2028	1,034	4.86%
EMPOWER FED CR UNION SYRACUSE	Certificate of Deposit	248,000.00	257,555	0.71%	9/29/2028	1,064	4.94%
NICOLET NATL BK GREENBAY WIS CTF DEP	Certificate of Deposit	249,000.00	249,680	0.69%	11/1/2028	1,097	3.80%
BAXTER CR UN VERNON HILLS ILL SH CTF	Certificate of Deposit	249,000.00	251,826	0.69%	11/22/2028	1,118	4.10%
City Fed Cr Un Amarillo Texas	Certificate of Deposit	249,000.00	250,773	0.69%	1/12/2029	1,169	4.00%
Mauch Chunk Trust Company	Certificate of Deposit	248,000.00	252,881	0.70%	2/28/2029	1,216	4.33%
BEAL BK USA LAS VEGAS NEV	Certificate of Deposit	244,000.00	251,854	0.69%	6/6/2029	1,314	4.61%
BALBOA THRIFT & LN	Certificate of Deposit	249,000.00	252,984	0.70%	7/23/2029	1,361	4.21%
SALLIE MAE BK SALT	Certificate of Deposit	244,000.00	248,624	0.69%	7/24/2029	1,362	4.29%
Total Certificates of Deposit		13,356,000	13,350,469	36.78%			
Total		36,307,779	36,302,248	93.25%		358	(A) 0.0370197
Total Pooled Operating Cash & Investments		36,307,779	36,302,248	100.00%			
Total Pooled Cash & Investments		\$ 36,307,779	\$ 36,302,248	100.00%			

Rate includes 0.12% interest rate + 0.35% earnings credit

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



AGENDA

CITY COUNCIL SPECIAL MEETING

TUESDAY, DECEMBER 2, 2025, 5:00 PM

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

OJAI CITY COUNCIL

ANDY GILMAN, MAYOR

DISTRICT 1 - LESLIE RULE
DISTRICT 2 - RACHEL LANG

DISTRICT 3 - ANDREW WHITMAN
DISTRICT 4 - KIM MANG

BEN HARVEY
CITY MANAGER
CLERK

MATTHEW SUMMERS
CITY ATTORNEY

WESTON MONTGOMERY
CHIEF DEPUTY CITY

Mayor Gilman called the Special Meeting of the Ojai City Council to order on December 2, 2025, at 5:00 p.m.

ROLL CALL

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

Also present in the Kent Hall Chambers: City Manager Harvey, Assistant City Attorney Anderson, Assistant to the City Manager Cervantes, and Chief Deputy City Clerk Montgomery.

PLEDGE OF ALLEGIANCE

Chief Deputy City Clerk Montgomery led the Pledge.

APPROVAL OF AGENDA

It was moved by Mayor Pro Tem Lang, with a second by Mayor Gilman, to approve the Agenda of the December 2, 2025, Special Meeting.

Council Action:

Unanimous consent reached through the Mayor, with five (5) in favor and zero (0) against.

Ayes: Gilman, Lang, Rule, Whitman, Mang

Noes: None
Abstain: None
Absent: None
MOTION PASSES

COMMISSION REPORTS

CITY MANAGER'S REPORT

City Manager Harvey and Staff provided an oral report.

PUBLIC COMMUNICATIONS

CONSENT CALENDAR

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

1. Minutes of the City Council

RECOMMENDATION: Approve.

[Minutes - 11-18-25 Special Meeting](#)

[Minutes - 10-07-25 Special Meeting](#)

[Minutes - 09-30-25 Special Meeting](#)

[Minutes - 09-16-25 Special Meeting](#)

[Minutes - 08-12-25 Regular Meeting](#)

[Minutes - 06 17 25 Special Meeting](#)

Motion:

It was moved by Council Member Whitman, with a second by Mayor Gilman, to approve Item 1 of the Consent Calendar.

Council Action:

Unanimous consent reached through the Mayor, with five (5) in favor and zero (0) against.

Ayes: Gilman, Lang, Rule, Whitman, Mang

Noes: None

Abstain: None

Absent: None

MOTION PASSES

2. DISCUSSION

2.A. Appointment of New City Attorney and Approval of Legal Services

Agreement with Aleshire & Wynder, LLP

RECOMMENDATION: That the City Council authorize the City Manager to execute an agreement with Aleshire & Wynder, LLP for legal services and appoint Bethany A.

Burgess, Esq. as the City Attorney.

[Administrative Report - Legal Services Agreement Aleshire &](#)

[Wynder Attachment A - Legal Services Agreement](#)

Motion:

It was moved by Council Member Rule, with a second by Mayor Gilman, to approve Item 2.A, as recommended.

Roll Call:

On the call of the roll, the vote was five (5) in favor and zero (0) against.

Ayes: Whitman, Lang, Mang, Gilman, Rule

Noes: None

Abstain: None

Absent: None

MOTION PASSES

2.B. Approval of Fifth Amendment to Legal Services Agreement with Colantuono, Highsmith & Whatley, PC

RECOMMENDATION: That the City Council authorize the City Manager to execute the Fifth Amendment to Legal Services Agreement with Colantuono, Highsmith & Whatley, PC, transitioning the firm's role from City Attorney to Outside Counsel.

[Administrative Report - Legal Services Agreement](#)

[Colantuono Attachment A - Fifth Amendment Legal Services Agreement](#)

Motion:

It was moved by Council Member Rule, with a second by Mayor Gilman, to approve Item 2.A, as recommended, and direct staff to return with a list of proposed items to be continued with the contract amendment.

Roll Call:

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

Ayes: Lang, Mang, Whitman, Gilman

Noes: None

Abstain: Rule

Absent: None

MOTION PASSES

DISCUSSION

- 3. Approval of Amendment No. 1 to Memorandum of Understanding RE: Development and Management of Tiny Homes at 408-410 N Montgomery Street** RECOMMENDATION: That the City Council authorize the City Manager to execute Amendment No. 1 to the Memorandum of Understanding (MOU) between the City of Ojai and Habitat for Humanity regarding the development and management of tiny homes at 408–410 N. Montgomery Street.

[Administrative Report - Amendment No 1 to MOU - Habitat for Humanity](#)

[Attachment A - Prior Administrative Report Amendment No 1 to MOU with Habitat for Humanity Attachment B - Habitat for Humanity Ventura County Inc. - MOU](#)

Motion:

It was moved by Council Member Whitman, with a second by Mayor Gilman, to amend the recommended MOU to: (1) extend the agreement an additional 180 days; (2) authorize legal counsel to work with Habitat for Humanity; (3) direct staff to return with a future agenda item in 150 days for discussion on facilitating and/or accelerating the project; and (4) request legal analysis on a future vacancy/alternative housing tax and building fund.

Roll Call:

On the call of the roll, the vote was five (5) in favor and zero (0) against.

Ayes: Rule, Mang, Gilman, Whitman, Lang

Noes: None

Abstain: None

Absent: None

MOTION PASSES

4. Community Development Department Contracted Position | Project Compliance Coordinator

RECOMMENDATION: Review the information presented, ask clarifying questions, and consider accepting the project compliance coordinator position as a contract planning technician position ensuring future, current, and recently approved projects are in compliance with their conditions of approval and authorize the City Manager to enter into a professional services agreement to address this contracted position (Attachment B).

[Administrative Report - Compliance Coordinator](#)

[Attachment A - Willdan Proposal](#)

[Attachment B - Willdan Agreement](#)

Motion:

It was moved by Mayor Gilman, with a second by Mayor Pro Tem Lang, to approve Item 4, as recommended, and direct staff to develop position materials, and salary schedule update for a future City recruitment.

Roll Call:

On the call of the roll, the vote was five (5) in favor and zero (0) against.

Ayes: Mang, Rule, Gilman, Lang, Whitman

Noes: None

Abstain: None

Absent: None

MOTION PASSES

5. Concept Review: Proposed Climate Resilience and Fire Preparedness Education Partnership with Nordhoff High School

RECOMMENDATION: Review and consider a potential education partnership between the City of Ojai and the Nordhoff High School Agriculture Science Program for climate reliance and fire preparedness. Should City Council consensus exist:

1. Appoint two City Council Members to serve on an Ad Hoc Committee for partnership governance;

2. Provide direction on the desired City funding level to guide negotiations; and
3. Direct staff to negotiate a draft Professional Services Agreement with Ojai Unified School District and return to City Council for final review and approval prior to execution.

[Administrative Report - Concept Review Nordhoff Proposal and Ad-Hoc Creation](#)
[Attachment A - Fire Preparedness and Climate Resilience Education Partnership](#)

Motion:

It was moved by Mayor Gilman, with a second by Council Member Rule, to direct staff to develop a professional services agreement for Council review, directing staff to work with Ojai Unified School District to develop a scope of work, in an amount not to exceed \$50,000.

Roll Call:

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

Ayes: Rule, Mang, Gilman, Lang

Noes: None

Abstain: Whitman

Absent: None

MOTION PASSES

6. Accept Proposal from Consultant Historic Resources Group (HRG) to conduct the Historic Resource Inventory Survey Update

RECOMMENDATION: That the City Council authorize the City Manager to execute an agreement with Historic Resources Group, LLC to update the Historic Resources

Inventory in an amount not to exceed \$88,050.

[Administrative Report - Selection of Historian for HPC Survey Update](#)
[Attachment A-Historic Resources Group \(HRG\) Proposal - dated Aug. 8, 2025](#)

Motion:

It was moved by Mayor Gilman, with a second by Council Member Whitman, to approve Item 6, as recommended.

Roll Call:

On the call of the roll, the vote was five (5) in favor and zero (0) against.

Ayes: Lang, Rule, Gilman, Mang, Whitman

Noes: None

Abstain: None

Absent: None

MOTION PASSES

7. Ratification of 2025 City of Ojai Annual Historic Preservation Award Nominees and Lifetime Achievement Nominees

RECOMMENDATION: That City Council ratify the Historic Preservation Commission's recommendation (Attachment A) to recognize recipients of:

1. The City of Ojai Annual Historic Preservation Awards for 2025 to:
 - a. Stephen Adams, Photographer;
 - b. Ojai Playhouse Theater owner, David Berger and team, Robert Kupiec, Architect, and Kerry Miller, Contractor; and
2. The 2025 Historic Preservation Lifetime Achievement Award to The Gables of Ojai owners, The Parsons Family, Robert, Alyce, and Janelle Parsons, and co-partner David Brown.

[Administrative Report - HPC Preservation Awards](#)

[Attachment A - Adopted HPC Resolution No. 25-08](#)

[Attachment B - Recipient List](#)

Motion:

It was moved by Mayor Gilman, with a second by Council Member Whitman, to approve Item 7, as recommended.

Roll Call:

On the call of the roll, the vote was five (5) in favor and zero (0) against.

Ayes: Whitman, Mang, Rule, Lang, Gilman

Noes: None

Abstain: None

Absent: None

MOTION PASSES

COUNCIL MEMBER'S REPORTS

FUTURE AGENDA ITEMS

ADJOURNMENT

Mayor Gilman adjourned the December 2, 2025, Special Meeting at 8:15 p.m., until the December 9, 2025, Special Meeting.

WRITTEN PUBLIC COMMENTS

[Written Public Comments - December 2 Special Meeting](#)

Prepared by: Weston Montgomery, Chief Deputy City Clerk



**MINUTES
OJAI PLANNING COMMISSION
August 20, 2025**

Call to Order

Chair Trent called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, August 20, 2025, at 6:00 p.m. (In-person and via teleconference).

Roll Call

On a call of the roll, the following Planning Commissioners were present in person: Chair Trent, Vice Chair Murphy, and Commissioner Graham. Virtually: Commissioner Chesley.

Absent: None

Vacancy: One

City staff present and attended in person: Lucas Seibert, Community Development Director, Maura Macaluso, Principal Planner, Bryan Schurmer, Planning Aide, Taylor Anderson, Assistant City Attorney, and Shari Herbruck, Principal Planning & Building Technician.

Pledge of Allegiance Commissioner Graham

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

Public Communication Larry Steingold

Consent Item(s)

1. Minutes of the Regular Meeting of Planning Commission July 16, 2025

Motion: Vice Chair Murphy moved and Commissioner Graham seconded the motion to approve July 16, 2025, regular PC meeting minutes as submitted.

The motion passed as follows:

AYES: Graham, Murphy, Trent

NOES: None

ABSTAIN: Chesley

ABSENT: None

VACANCY: One

Disclaimer of Site Visits and Ex-parte Contacts

Chair Trent, Vice Chair Murphy, and Commissioner Graham and visited the sites and had no exparte contacts. Commissioner Chesley did not visit the sites and no exparte contacts.

Public Hearing Item(s)

2. Appeal of Director Determination | Regarding Director determination upholding Section 10-2.2005 (Reference to design guidelines/policies) of the Ojai Municipal Code, in which the Director shall refer to any design guidelines/policies that have been adopted by the Council/Commission which include the Arcade Design Guidelines, by requiring business owner removal of the orange metal bench from the public right of way within The Arcade. Specifically located at Ojai Ice Cream, 210 E. Ojai Avenue. Assessor's Parcel Number 021-0-140-340; General Plan Land Use Designation is Downtown Commercial (DC) and Zoning Classification is General Commercial (C-1) and Thoroughfare Corridor Overlay (T-C-O) District. Property Owner: Holzapfel Properties LLC. Applicant/Appellant/Business Owner: Jonathan Berg.

Chair Trent opened the Public Hearing and turned the time over to staff
Staff –Principal Planner Macaluso presented the staff report and PowerPoint.

Questions for staff

The Commission asked questions about the appeal and staff responded.

Chair Trent invited the appellants to the podium.
Jonathan Berg and Codi Berg addressed the Commission.

Chair Trent opened for comments

Speakers: In person: Jodine Hammerhand, Bill Miley, Larry Steingold, Brian Aikens, Dulanie LaBarre, Carol Smith. Virtually None.

Chair Trent closed the comment period

The Commission offered comments:

Motion: Vice Chair Murphy moved and Commissioner Graham seconded the motion to approve PC Resolution 25-12 approving the denial of the appeal and upholding the decision of the Director of the Community Development Department as submitted.

Amendment: Chair Trent proposed an amendment the motion to include, that staff work with the appellants to guide them regarding an acceptable bench and the potential of relocating the existing orange bench.

Motion: Vice Chair Murphy accepted the amendment and Commissioner Graham seconded the amended motion to approve PC Resolution 25-12 approving the denial of the appeal and upholding the decision of the Director of the Community Development Department and that staff work with the appellants to guide them regarding an acceptable bench and the potential of relocating the existing orange bench as amended. The motion passed as follows:

AYES: Chesley, Graham, Murphy, Trent

NOES: None

ABSTAIN: None

ABSENT: None

3. Design Review Permit (DRP 25-008) | for the demolition of an existing 1,296 square foot single-story wood barn and construction of a 2,346 square foot two-story replacement metal barn located at 1008 Daly Road. Assessor's Parcel Number: 022-0-030-380. The Zone classification is Single-Family Residential, Medium Low Density (R-O) and General Plan Land Use Designation is Residential Medium Density (MR).

Chair Trent opened the Public Hearing and turned the time over to staff
Staff –Planning Aide Schurmer presented the staff report and PowerPoint.

Questions for staff

The Commission asked questions about the proposal for the new two-story metal barn and staff responded.

Chair Trent invited the applicants to speak.
Jim Downer spoke virtually.

Chair Trent opened for comments

Speakers: In person: Chris Fabian, Larry Steingold, Bill Miley. Virtually None.

Chair Trent closed the comment period

The Commission offered comments:

Motion: Commissioner Graham moved and Vice Chair Murphy seconded the motion to approve PC Resolution 25-13 approving Design Review Permit (DRP 25-008) for construction of a two-story barn to replace a single-story barn located at 1008 Daly Road, subject to the findings and conditions of approval as submitted.

The motion passed as follows:

AYES: Chesley, Graham, Murphy, Trent

NOES: None

ABSTAIN: None

ABSENT: None

VACANCY: One

Informational Item(s)

4. Future Agenda Items

The Commission received a report from Community Development Director Seibert.

Director's Report - None

Commission Member Report - None

City Council Liaison – Council Member Kim Mang was in attendance

Adjournment

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

Respectfully submitted by:



Shari Herbruck, Planning Commission Secretary

Reviewed by:



Lucas Seibert, Community Development Director

Approved by
the Planning Commission:



John Trent, Planning Commission Chair



MINUTES
OJAI PLANNING COMMISSION
September 3, 2025

Call to Order

Chair Trent called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, September 3, 2025, at 6:00 p.m. (In-person and via teleconference).

Roll Call

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

Absent: None

Vacancy: One

City staff present and attended in person: Lucas Seibert, Community Development Director, Maura Macaluso, Principal Planner, Bryan Schurmer, Planning Aide, Taylor Anderson, Assistant City Attorney, and Aida Lawrence, Planning and Building Technician.

Pledge of Allegiance Commissioner Chesley

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

Public Communication None

Disclaimer of Site Visits and Ex-parte Contacts

All Commissioners present at the meeting had no site visit site or any ex-parte contacts for Item 2.

Public Hearing Item(s)

1. Planning Commission Review and Consideration (DRP 05-01) | Review the Approved Phasing Plan Progress and Consider an Adjustment to the Cottages Among the Flowers Approved Phasing Plan Located at 312 West Aliso Street. Zoning Classification is Multi-Family Residential (R-2). General Plan Land Use Designation is Medium High-Density Residential (MHR). Property Owner/Applicant: Ojai Bungalows, LP/The Becker Group. Inc. Representative: Jeffrey R. Becker, President.

Chair Trent opened the Public Hearing and turned the time over to staff
Staff –Director Seibert presented the staff report and PowerPoint.

Questions for staff

The Commission conducted questions and answers.

Chair Trent invited the applicant to speak and engage in questions and answers.
Jeff Becker, property owner, corresponded with the Commission.

Chair Trent opened for comments

Speakers: In person: Anita Cramm, Fran Gealer, Larry Steingold, Bill Miley.

Virtually: Teal Rowe.

Chair Trent closed the comment period

The Commission had further discussion and questions with Director Seibert and Mr. Becker.

The Commission deliberated.

Motion: Commissioner Chesley moved and Vice Chair Murphy seconded the motion to approve the Phasing Plan to move forward with Phase 4 along with the utility portion of Phase 2 and provide the Frequently Asked Questions (FAQs) to the Commission for the Cottages Among the Flowers project located at 312 West Aliso Street.

The motion passed as follows:

AYES: Chesley, Graham, Murphy, Trent

NOES: None

ABSTAIN: None

ABSENT: None

Discussion Item

2. Concept Review | Alternatives to Building Appeals Board

Chair Trent opened the Public Hearing and turned the time over to staff
Staff –Director Seibert presented the staff report.

Questions for staff

Discussion between the Commission and Director Seibert.

Chair Trent opened for comments

Speakers: In person: Larry Steingold, Bill Miley.

Virtually: Steve Quilici.

Chair Trent closed the comment period

Attorney Anderson reported on new state laws to the Commission.

The Commission deliberated.

No Motion: The entire Commission agreed to recommend to the City Council to maintain the status quo and consider replacing the expired members.

The motion passed as follows:

AYES: Chesley, Graham, Murphy, Trent

NOES: None

ABSTAIN: None

ABSENT: None

Informational Item(s)

3. Future Agenda Items

Director Seibert proposed cancellation of September 17, 2025, regular Planning Commission meeting due to a lack of items ready for review.

Motion: Commissioner Graham moved and Vice Chair Murphy seconded the motion to cancel the regular September 17, 2025, Planning Commission meeting due to a lack of items ready for review.

The motion passed as follows:

AYES: Chesley, Graham, Murphy, Trent

NOES: None

Director's Report – None

Commission Member Report - None

City Council Liaison – Council Member Kim Mang

Adjournment

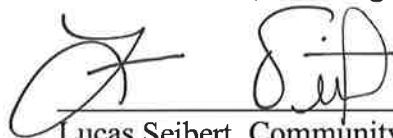
There being no further business brought before the Commission, Chair Trent adjourned the meeting 7:56 p.m.

Respectfully submitted by:



Shari Herbruck, Planning Commission Secretary

Reviewed by:



Lucas Seibert, Community Development Director

Approved by
the Planning Commission:



John Trent, Planning Commission Chair



**MINUTES
OJAI PLANNING COMMISSION
October 1, 2025**

Call to Order

Chair Trent called the *regular* meeting of the Ojai Planning Commission to order on Wednesday, October 1, 2025, at 6:00 p.m. (In-person and via teleconference).

Roll Call

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

Absent: None.

Vacancy: One

City staff present and attended in person: Lucas Seibert, Community Development Director, Maura Macaluso, Principal Planner, Bryan Schurmer, Planning Aide, Taylor Anderson, Assistant City Attorney, Technician, and Aida Lawrence, Planning Aide.

Pledge of Allegiance Commissioner Chesley

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

Public Communication None

Consent Item(s)

1. Minutes of the Regular Meeting of Planning Commission August 20, 2025
2. Minutes of the Regular Meeting of Planning Commission September 3, 2025

Motion: Chair Murphy moved and Commissioner Graham seconded the motion to approve both August 20, 2025, and September 3, 2025, regular PC meeting minutes as submitted.

The motion passed as follows:

AYES: Chesley, Graham, Murphy, Trent

NOES: None

ABSTAIN: None

ABSENT: None

VACANCY: One

Disclaimer of Site Visits and Ex-parte Contacts

All Commissioners present at the meeting had no site visit site or any ex-parte contacts for Item 2.

Commissioner Chesley recused himself from the dais.

Public Hearing Item(s)

3. Design Review Permit (DRP 25-005) | Regarding renovation and restoration to the front elevations of 202 & 206 E. Ojai Avenue, as well as the street side west elevation with an address of 102 N. Signal Street. Renovation and restoration proposed to 202 E. Ojai Avenue includes a new entrance flush with the existing exterior wall, removal of paint to expose existing transom, and patching and painting existing stucco and door surround. Renovation and restoration to 206 E. Ojai Ave. includes a new wood door and window in existing location and painting trim. Modifications proposed to the west facing side entrance, 102 N. Signal St. include a new wood storefront and entry door, exposure and restoration of existing clearstory windows and stone and stucco infill and repair. The building is a contributor to a California Register of Historical Resources (California Register) listed Downtown Ojai Historic District, Assessor's Parcel Number: 021-0-140-330. Property Owner(s): Richard and Evan Badt. Representative/Applicant: Jeff Becker, The Becker Group, Inc.

Chair Trent opened the Public Hearing and turned the time over to staff
Staff –Principal Planner Macaluso presented the staff report.

Questions for staff

The Commission asked questions related to colors, the vents, the doors, verifying the plant vine will remain, and corrections to the resolution.

Chair Trent invited the applicants to speak.

Jason Heber, Architect responded to the Commissions questions.

Chair Trent opened for public comments

Speakers: None

Chair Trent closed the comment period

The Commission deliberated:

Motion: Vice Chair Murphy moved and Commissioner Graham seconded the motion to adopt PC Resolution 25-14 approving Design Review Permit (DRP 25-005) Regarding renovation and restoration to the front elevations of 202 & 206 E. Ojai Avenue, as well as the street side west elevation with an address of 102 N. Signal Street. The building is a contributor to a California Register of Historical Resources (California Register) listed Downtown Ojai Historic District as amended.

The motion passed as follows:

AYES: Graham, Murphy, Trent
NOES: None
RECUSED: Chesley
ABSENT: None

Commissioner Chesley returned to the dais.

Informational Item(s)

4. **UPDATE REGARDING** Conditional Use Permit (CUP 24-001) | Parking lot Conditions Of Approval located at 111 W. Matilija Avenue (APN 021-0-106-010). Property Owner: Pacific Bell Telephone Company, dba AT&T Inc. Representative/Applicant: Blue Croix Ltd, Steve Slater.

Chair Trent opened the Public Hearing and turned the time over to staff
Staff –Director Seibert presented the staff report.

Chair Trent opened for comments
Speakers (In person): Brian Aikens
Chair Trent closed the comment period

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

Director's Report - Director's Exemption process reminder

Staff –Director Seibert reported.

Commission Member Report – Chair Trent reported he is retiring from the commission and this is his last meeting.

City Council Liaison – Council Member Rachel Lang

Adjournment

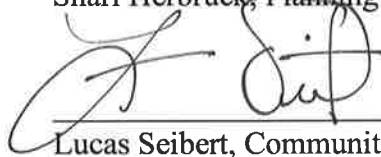
There being no further business brought before the Commission, Chair Trent adjourned the meeting 6:49 p.m.

Respectfully submitted by:



Shari Herbruck, Planning Commission Secretary

Reviewed by:



Lucas Seibert, Community Development Director

Approved by
the Planning Commission:


John Trent, Planning Commission Chair



CITY OF OJAI
HISTORIC PRESERVATION COMMISSION
MINUTES
Regular Meeting
August 14, 2025

Call to Order

Chair McHatton called the *regular* meeting of the Ojai Historic Preservation Commission to order on Thursday, August 14, 2025, at 6:00 p.m. in person and via teleconference.

Roll Call

On a call of the roll, the following Historic Preservation Commissioners were present in person: Chair McHatton, Vice Chair Sims, and Commissioners Aikens, Bisaccia, and Walker.

Absent: Moore

Vacancy: One

Staff present: The following were present in person: Maura Macaluso, Principal Planner, and Aida Lawrence, Planning & Building Technician.

Pledge of Allegiance Chair McHatton led the Pledge of Allegiance.

Public Communication None

Museum Representative Report Commissioner Aikens reported.

Consent Item(s)

1. Minutes of the July 10, 2025, regular meeting.

Motion: Vice Chair Sims moved and Commissioner Walker seconded the motion to approve the July 10, 2025, regular meeting as amended.

The motion passed as follows:

AYES: Aikens, Bisaccia, McHatton, Sims, Walker

NOES: None

ABSTAIN: None

ABSENT: Moore

VACANCY: One

Disclosure of Site Visits and Ex-Parte Contacts

All commissioners present reported and all had site visits for the items on the agenda, with some exparte contacts with the owner's representative.

Public Hearing Item(s)

2. Sign Permit (S 25-007) | for a new sign for "Ojai Mountain Farm" restaurant and outdoor dining at the rear of the business located at 242 E. Ojai Avenue within the City of Ojai Historic Landmark No. 5, "The Ojai Arcade". Assessor's Parcel Number 021-0-140-370. Sign Permit submitted by: Peter Godinez, Vogue Signs. Property Owner: Verna Joy Adams. Business Owner/Tenant: Tony Yanow

Chair McHatton opened the item

Staff – Principal Planner Macaluso presented the staff report.

Chair McHatton invited the applicant to speak

Peter Godinez addressed the commission and was available for questions.

The Commission asked staff questions.

Public comment None

The Commission deliberated.

Commissioner Sims had concerns with the brightness of the proposed colors.
Commissioner Walker discussed precedence setting and a streamlined review of colors.
Commissioner Bisaccia sign colors were naturally occurring in the Ojai Valley.

Motion: Commissioner Walker moved and Vice Chair Sims seconded the motion to *continue* the item and to request the applicant to bring back a revised color palette. For consideration. The motion failed as follows:

AYES: Sims, Walker
NOES: Aikens, Bisaccia, McHatton
ABSTAIN: None
ABSENT: Moore
VACANCY: One

Motion: Commissioner Aikens moved and Chair McHatton seconded the motion to adopt HPC Resolution 25-05 approving Sign Permit (S 25-007) for "Ojai Mountain Farms" based on the findings and conditions and the sign is consistent with the Arcade Design Guidelines and the Ojai Municipal Code. The motion passed as follows:

AYES: Aikens, Bisaccia, McHatton
NOES: Sims, Walker
ABSTAIN: None
ABSENT: Moore
VACANCY: One

3. Major Work Permit (WP 25-008) | Regarding renovation and restoration to the front elevations of 202 & 206 E. Ojai Avenue, as well as the street side west elevation with an address of 102 N. Signal Street. Renovation and restoration is proposed to existing storefront and transom systems, as well as stucco work and painting. Modifications are proposed to that west facing side entrance including the addition of a window, while eliminating one of the existing fixed wood vents. The building is a contributor to a California Register of Historical Resources (California Register) listed Downtown Ojai Historic District, Assessor's Parcel Number: 021-0-140-330. Property Owner(s): Richard and Evan Badt. Representative/Applicant: Jeff Becker, The Becker Group, Inc.

Chair McHatton opened the item

Staff – Principal Planner Macaluso presented the staff report.

Chair McHatton invited the applicant to speak

Property owner's representative, Jeff Becker addressed the commission and answered the commission's questions.

Property owner, Evan Badt, owner addressed the commission.

Public comment In person: Stephen Schaffer and Mary Nelson.

Commissioner Comments

Commissioners Walker, Aikens, Bisaccia, McHatton, and Sims commented.

First Motion: Commissioner Walker moved and Vice Chair Sims seconded the motion to adopt HPC Resolution 25-06 approving Minor Work Permit (WP 25-008) for renovation and restoration to the front elevations of 202 & 206 E. Ojai Avenue, as well as the street side west elevation with an address of 102 N. Signal Street, and the renovation and restoration to the existing storefront and transom systems, as well as stucco work and painting, and the modifications proposed to the west facing side entrance and exclude the addition of a window from the approval.

No vote taken, because a substitute motion was made.

Substitute Motion: Commissioner Aikens made a substitute motion and Chair McHatton seconded the substitute motion to consider alternate window choices in stone wall at 102 N. Signal Street. The motion failed as follows:

AYES: Aikens, McHatton
NOES: Bisaccia, Sims, Walker
ABSTAIN: None
ABSENT: Moore
VACANCY: One

First Motion *again*: Commissioner Walker moved and Vice Chair Sims seconded the motion to adopt HPC Resolution 25-06 approving Minor Work Permit (WP 25-008) for renovation and restoration to the front elevations of 202 & 206 E. Ojai Avenue, as well as the street side west elevation with an address of 102 N. Signal Street, and the renovation and restoration to the existing storefront and transom systems, as well as

stucco work and painting, and the modifications proposed to the west facing side entrance and exclude the addition of a window from the approval.

The motion passed as follows:

AYES: Bisaccia, McHatton, Sims, Walker

NOES: Aikens

ABSTAIN: None

ABSENT: Moore

VACANCY: One

Discussion Item(s)

4. Annual 2025 Historic Preservation Award

Chair McHatton opened the item

Staff – Principal Planner Macaluso presented the staff report.

The commission reviewed and discussed biographies of nominees for 2025 Annual Historic Preservation Awards and Lifetime Achievement Award, with selection of nominees and provided corrections.

Each candidate was voted on individually by the commission as follows:

Motion: Commissioner Aikens made a motion and Commissioner Walker seconded to recommend the City Council select ‘The Gables of Ojai’ owners, ‘The Parsons Family’, Robert, Alyce and Janelle Parsons, and co-partner David Brown as recipients of the 2025 City of Ojai *Lifetime Achievement* Award because of his extensive contributions to maintaining the historic character of the city.

The motion passed as follows:

AYES: Aikens, Bisaccia, McHatton, Sims, Walker

NOES: None

ABSENT: Moore

VACANCY: One

Motion: Vice Chair Sims made a motion and Commissioner Bisaccia seconded to recommend the City Council select ‘Ojai Playhouse Theatre’ owner David Berger and team, Robert Kupiec, Architect and Kerry Miller, General Contractor *Annual* Award for their contributions to maintaining the historic character of the city.

The motion passed as follows:

AYES: Aikens, Bisaccia, McHatton, Sims, Walker

NOES: None

ABSENT: Moore

VACANCY: One

Public comment In person: Stephen Schafer

Motion: Commissioner Aikens made a motion, and Chair McHatton seconded a motion to recommend the City Council award an *Annual* Award to the four individual developers of the Hotel El Roblar owners, Ramin Shamshiri, Jeremy McBride, Warner Ebbink, and Eric Goode.

The motion failed as follows:

AYES: Aikens, McHatton,
NOES: Bisaccia, Sims, Walker
ABSENT: Moore
VACANCY: One

Motion: Commissioner Aikens made a motion, and Commissioner Walker seconded to recommend the City Council award an *Annual* an Annual Award to photographer Stephen Adams.

The motion passed as follows:

AYES: Aikens, Bisaccia, McHatton, Sims, Walker
NOES: None
ABSENT: Moore
VACANCY: One

5. Historic Preservation Related City Pamphlet Update(s)

Chair McHatton opened the item

Staff – Principal Planner Macaluso presented the staff report.

The Commission reviewed and all were in support of the proposed pamphlet updates and no changes were made.

Motion: Commissioner Walker made a motion and Commissioner Bisaccia seconded to accept the revisions to the *Landmark Pamphlet* and the *Walking Tour Pamphlet*, and post to the City of Ojai website.

The motion passed as follows:

AYES: Aikens, Bisaccia, McHatton, Sims, Walker
NOES: None
ABSENT: Moore
VACANCY: One

6. Ojai Day 2025 | California State Downtown Ojai Historic District Celebration
Ad hoc committee report given with discussion of booth possibilities, open house at jail, and presentation of historic district plaque.

Chair McHatton opened the item

Staff – Principal Planner Macaluso showed the plaque.

The Commission all commented and liked the plaque.

Chair McHatton reported on a meeting with Ojai Museum to review photos and work on the creation of the banners the pennants the Ojai Museum are creating and ordering for Ojai Day. She indicated she will reach out to the City's Ojai Day contact, Kristy Riveria.

Planner Macaluso said she will work with Public Works Department staff regarding the installation of the plaque on October 17, 2025, the Friday night before Ojai Day scheduled on Saturday, October 18, 2025.

Chair opened the item for public comment.

Public comment In person: Stephen Schafer

Chair closed the item for comment.

There was further discussion and deliberation on other assignments for Ojai Day.

Planner Macaluso said the Ojai Jail schedule will be added to next month's agenda.

Commissioner Bisaccia reported he will be absent from the September 11, 2025, regularly scheduled Historic Preservation Commission meeting.

Chair McHatton closed the item.

7. Ojai Valley Trail Point of Historical Interest Plaques.

(When reviewing these minutes at the September 11, 2025, Commissioner Walker, requested the new title for this item for future meetings read as follows: "Ojai Railroad Heritage Trail Interpretive Signage")

Commissioner Walker of the ad hoc committee gave an update detailing local support, who would be writing the text, and comments about placement, and he would like to add the Ojai Museum as contributors.

Planner Macaluso and Commissioner Walker discussed details of the plaques, such as sizes, location, etc.

Chair McHatton closed the item.

8. Education Update.

Receive current educational opportunities from Chair McHatton. Commissioner Walker mentions possible tie-ins to local California History school's education with local Ojai history.

Informational Item(s)

9. Future Agenda Items

Planner Macaluso asked who would be filling in as the HPC secretary in Commissioner Bisaccia's absence at the September 11, 2025, meeting. It was agreed that Chair McHatton would be the substitute secretary for the September 11, 2025, HPC meeting.

Chair McHatton asked if the Request for Qualifications (RFQ) for the survey update could be added to the September agenda.

Stephen Schafer of the San Buenaventura Conservancy gave information on existence of universal paint matching codes for color mixing. He also mentioned that the Ojai Playhouse Theatre was about to be added to the National Register of Historic Buildings.

Planning Report None

Commissioner Comments

Commissioner Aikens gave an update on the Ojai Valley Green Coalitions plans to do landscape cleanup around City Hall and other locations.

Chair McHatton provided information on other Historic Preservation education opportunities.

City Council Liaison City Council Member Leslie Rule reported.

Adjournment

There being no further business brought before the Commission, Chair McHatton adjourned the meeting at 9:22 p.m.

Prepared and submitted by:



Rick Bisaccia, Secretary

Approved by:



Gina McHatton, Historic Preservation Commission Chair



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: December 9, 2025

SUBJECT: Reappointment of Area Housing Authority (AHA) Commissioner

RECOMMENDATION

Reappoint Mr. Steve Mason to serve a new four-year term as the City of Ojai's representative on the Area Housing Authority (AHA) Board of Commissioners.

DISCUSSION

The County's AHA provides housing assistance and affordable housing programs across the region. Each participating jurisdiction appoints two commissioners to the Board of Commissioners, with each serving a four-year term.

Mr. Steve Mason has been serving as one of Ojai's appointed Commissioners, with his current term expiring in October 2025. According to the AHA, Commissioner Mason has been an excellent representative for the City of Ojai throughout his term, actively participating in Board matters and serving as a reliable liaison between the Authority and the City. The AHA has expressed its support for Mr. Mason's reappointment (as seen in Attachment A), noting his strong performance and commitment as a Commissioner.

Reappointing Mr. Mason will maintain Ojai's effective representation on the AHA Board. Staff recommends approval to support this community member's desire to continue their volunteer service. Mr. Mason resides in Meiners Oaks representing the Ojai Valley and City.

Following Council direction on October 21, 2025, City staff noticed the AHA vacancies on the City Website and in the Ojai Valley News for two consecutive weeks (Friday, 10/31/25, and Friday, 11/7/25). Applicant Steve Mason re-submitted an application and remains the only applicant.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

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. AHA Commissioner Information and Mason Support



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

FACT SHEET FOR COMMISSION AND BOARD APPLICANTS

Name: Steve Mason

Date: 11/12/25

Residence [REDACTED]

Employer: _____ Business Phone: _____

Business _____ Type of _____
Address: _____ Business _____

Education: BS Business Administration- Real Estate and Land Use Management

Number of years as a resident
of the Ojai Valley: 37

Are you a registered voter
of the City of Ojai? No

List Civic Activities, Clubs, Associations, Etc.: Ojai Unified School District Classified Personnel
Commission 2004-2024, Commissioner Area Housing Authority 2021-2025, Ojai Road Runners Track Club

2000-2011, Ventura Disc Golf Club

Additional information, qualifications and/or references:

I worked in local government for over 30 years specializing in planning and building with Santa Barbara County.
My experience includes land use policy development and implementation. That work provided me a familiarity
with state housing laws and local housing issues. I have significant experience working with elected and

appointed Councils, Boards and Commissions in development of land use policy. Housing has been an area of
personal and professional interest and would very much like to be reappointed to the AHA Board.
(You may attach additional pages if you wish)

Application

Advisory Boards and Commissions

Please check your preference(s)

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

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



Signature

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

Weston Montgomery

From: S. M. [REDACTED]
Sent: Monday, August 25, 2025 3:27 PM
To: Andy Gilman
Cc: Weston Montgomery; Mike Nigh; Carrie Sabatini
Subject: Appointment to Affordable Housing
Attachments: Steve Mason fact sheet signed Attachment A.pdf; S Mason appointment 2021 Ojai consent item.pdf; Steve Mason appointment 2021 Ojai consent item.pdf

Mayor Gilman-

My name is Steve Mason and I am currently serving as one of the City of Ojai's appointees to the Area Housing Authority (AHA) Ventura County Board of Commissioners. I was appointed by the Ojai City Council in October of 2021. That four year term is due to expire this November. I would be happy to serve another term as one of the City's appointees to the Board. I have attached the Fact Sheet for Commission Applicants that I submitted to the City back in 2021. I am happy to provide an update to the Fact Sheet and or meet with you to discuss this appointment. The City Council consent letter, authored by then City Manager Vega, for the appointment and a transmittal of the decision to the AHA are also attached.

The AHA one of the best run agencies I have worked with in my 35 years of local government service. The AHA website is: <https://www.ahacv.org>. Mr. Michael Nigh, Executive Director is copied on this email and can provide you with additional information about the AHA

I can be reached at [REDACTED] or via email.

Regards

Steve Mason

C: Chief Deputy City Clerk, Mr. Montgomery
AHA, Deputy Executive Director C. Sabatini

Attachments:

Received City of Ojai

AUG 10 2021

City Clerk



CITY OF OJAI
 City Clerk's Office
 401 South Ventura Street
 Ojai, CA 93023
 Telephone: 805-646-5581, Ext. 120
 FAX: 805-646-1980

FACT SHEET FOR COMMISSION APPLICANTS

Name: Steve Mason Date: August 10, 2021

Residence Address: [REDACTED]

Home Phone: [REDACTED] E-Mail: [REDACTED]

Employer: Santa Barbara County- Planning & Development Business Phone: [REDACTED]

Business Address: [REDACTED] Type of Local Govt, Land Use Agency
 Business

Education: B.S – Business Administration, Real Estate and Land Use

Number of years as a resident
 of the Ojai Valley: 33

Are you a registered voter
 of the City of Ojai? no

List Civic Activities, Clubs, Associations, Etc.: Classified Personnel Commissioner,
Ojai Unified School District, 2005 to present. Ojai Road Runners Track Club
2000-2010

Additional information, qualifications and/or references:

I have worked in local government for over 30 years and am currently the Assistant Director for the Planning and Development Department of Santa Barbara County. I have significant experience working with elected and appointed councils, boards and commissions in the development and implementation of land use policy. I have experience working as a land use planner and am familiar with state housing laws and local housing issues. I also have direct experience overseeing building and zoning code compliance, including dangerous and substandard housing.

Housing has been an area of professional and personal interest. I would be honored to represent the City of Ojai on the Area Housing Authority.

From: Linda Fisher-Helton <lhelton@ahacv.org>

Sent: Tuesday, August 19, 2025 4:16 PM

To: Weston Montgomery <Weston.Montgomery@ojai.ca.gov>; Ben Harvey <Ben.Harvey@ojai.ca.gov>

Cc: Admin@ahacv.org

Subject: Re: Area Housing Authority Generic Commissioner Information

Hi Weston and Ben,

I apologize for the delay. I have been out of the office and am just returning.

Each jurisdiction appoints two Commissioners to represent the city on the Board of Commissioners. It is a four-year term. In addition, one Resident Commissioner who lives in an eligible AHA housing complex is jointly ratified by all the jurisdictions. Commissioner Angela Bradley was re-appointed as the Resident Commissioner in June. Commissioner Bradley just happens to live in the unincorporated Ojai area but serves as the Resident Commissioner, not an Ojai Commissioner.

Currently, Steve Mason serves as a Commissioner for Ojai. His term ends in October 2025. For Commissioner Mason to continue his position on the Board, he needs to be re-appointed. Commissioner Mason has been an excellent representative during his term. The Board and AHA would welcome his re-appointment. The discussion of re-appointment is between Commissioner Mason and the City.

I am happy to share with you AHA's generic information regarding Commissioner responsibilities. I do not have access to any of Ojai's recruitment information or process.

Please let me know what additional information you need.

Thank you,

Linda

Linda Fisher-Helton
Community Relations Manager
House One and You Change the World
Area Housing Authority of the County of Ventura

www.ahacv.org

805-480-9991, ext. 235

Generic Commission Position Description

The Commissioner is appointed and may be sworn in by the City Council to serve a 4-year term on the Area Housing Authority (AHA) Board of Commissioners. The Board presently meets monthly on the 4th Wednesday, or as otherwise scheduled, at 3:00pm in Newbury Park.

The duties of the Commissioner are to:

- Attend and actively participate in monthly Board meetings
- Maintain an open line of communication with the City regarding issues brought forth at AHA meetings
- Continue to acquire additional training/education on housing issues through AHA resources, HUD and, if approved, local and regional conferences
- Maintain a professional demeanor in all interactions with city council, AHA staff, other commissioners, and the public
- Provide support and direction to the AHA executive director

In order to effectively participate as a Commissioner, the ideal candidate must live within the City limits and have:

- The ability to clearly communicate thoughts and ideas both verbally and in writing
- Transportation to meetings
- The ability to understand financial, managerial, and planning/development reports
- Time to attend monthly Board and Committee meetings
- Basic understanding of proper meeting etiquette as set forth in Robert's Rules of Order
- Basic understanding of the Brown Act
- Basic understanding of public agency ethical practices
- Access to e-mail and the internet is required
- The ability to fill out a Statement of Economic Interest- Form 700
- Ability to complete all required training (Ethics, Workplace Harassment Prevention, etc.)

This is a volunteer position which receives a monthly stipend of \$50 and mileage reimbursement from the Area Housing Authority.

This document is intended to guide municipalities through the recruitment process and should be changed to meet the agency's specific needs, goals, process, and requirements for selecting a new commissioner or reappointing a current commissioner.



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: December 9, 2025

SUBJECT: Ratify Appointment to Fill Mid-Term Vacancy on the Historic Preservation Commission

RECOMMENDATION

Review and ratify nomination of applicant Catalina Niessen as Historic Preservation Commissioner to fill a mid-term vacancy on the Historic Preservation Commission.

DISCUSSION

The Historic Preservation Commission experienced a Mid-Term Vacancy in 2025. After the Nominating Committee (Mayor Gilman, Commission Chair McHatton, and Council Member Rule) agreed to fill the vacancy, the City performed public outreach included updating the Maddy Act Local Appointments List, updating the City website for Commission Vacancies, posting public notice of the vacancies, advertising in *The Ojai Valley News*, and providing communications to the full Council, Commissioners, and staff.

Ojai Municipal Code's Historic Preservation Commission section 4-8.03 and 4-8.03(b)(6) outlines the process for a mid-term vacancy specifically, on top of the nomination process. Following the code, the original rotating Council Member for this Nominating Committee, District 1 Council Member Leslie Rule, served again to fill this mid-term vacancy

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

1. **Catalina Niessen** (Appointment to fill mid-term vacancy, September 2024-May 2028)

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

CITY COUNCIL GOALS ALIGNMENT

Goal No. 9 - Communication and Relationships

OPTIONS

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

FISCAL IMPACT

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

Prepared by: Weston Montgomery, Chief Deputy City Clerk

ATTACHMENT(S)

A. Commissioner Application Form – C. Niessen



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

FACT SHEET FOR COMMISSION AND BOARD APPLICANTS

Name: Catalina Niessen Date: 11/7/2025

Residence Address: [REDACTED]

Home Phone: [REDACTED] E-Mail: [REDACTED]

Employer: Rincon Consultants, Inc. Business Phone: _____

Business [REDACTED] Type of Cultural Resource Management/Archaeology
Address: _____ Business _____

Education: UCSB: BA Cultural Anthropology. CSUCI: MBA (Business Administration) 2026

Number of years as a resident
of the Ojai Valley: 27

Are you a registered voter
of the City of Ojai? Yes

List Civic Activities, Clubs, Associations, Etc.: None to date

Additional information, qualifications and/or references:

I am deeply invested in historic preservation and very interested in local history. I
have been working as an archaeologist and cultural resource specialist for three
years and have experience with CEQA, NHPA, and NAGPRA. This sounds like an
amazing opportunity to be involved with my community while connecting with my
interests. Thank you for your consideration.

(You may attach additional pages if you wish)

Advisory Boards and Commissions

Please check your preference(s)

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

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

Catalina Niessen

Signature

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



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager
Kathy Holman, Human Resources/Risk Manager

MEETING DATE: December 9, 2025

SUBJECT: Adoption of a Resolution to Amend the City's 457 Deferred Compensation Plan

RECOMMENDATION

That the City Council adopt a resolution to amend the City's MissionSquare 457 Deferred Compensation Plan to include Roth Contribution provisions, options under the SECURE 2.0 Act, loan provisions, and deferral of leave cash-outs.

DISCUSSION

The city currently offers a 457 Deferred Compensation Plan to its employees through MissionSquare, allowing employees to defer compensation on a pre-tax basis into a personalized retirement plan. Each calendar year, the 457 Plan allows employees over age 50 the option to make catch-up contributions to the plan (currently \$7,500) in addition to their regular deferrals (current contribution limit is \$23,500).

The SECURE 2.0 Act of 2022 introduced over 90 new provisions for retirement plans, including mandatory Roth (after-tax) catch-up contributions for employees earning over \$145,000 in Social Security wages starting in 2026. To comply with these new regulations and to provide our employees with enhanced retirement savings options, it is proposed that the MissionSquare 457 Plan be amended to include the following provisions:

Roth Catch-Up Contributions:

Employees earning over \$145,000 in 2025 will be required to designate any age 50 or age 60-63 catch-up contributions as Roth contributions starting in 2026. This amendment will ensure that employees can continue to make catch-up contributions without interruption. Failure to adopt Roth Contributions will render employees earning over \$145,000 ineligible for participating in the age 50 or age 60-63 catch-up contributions.

Optional Provisions under SECURE 2.0:

The SECURE 2.0 Act included various optional provisions that can enhance the retirement plan. These provisions include increased flexibility for in-service distributions, expanded eligibility for part-time employees, timing of employee elections, and higher catch-up contribution limits for employees aged 60-63. Adopting these optional provisions will provide our employees with greater flexibility and opportunities to maximize their retirement savings.

Allowing Loans:

The amendment will permit participants to take loans from their 457 Plan accounts, providing them with access to funds in times of need without incurring penalties.

Deferral of Leave Accruals:

The amendment will include provisions for the deferral of leave cash-outs, allowing participants to defer their contributions and earnings to a later date, offering additional flexibility in managing their retirement savings.

As IRS regulations evolve, amendments are necessary to ensure continued compliance. Therefore, it is recommended that the City Council approve the amendment to the MissionSquare 457 Deferred Compensation Plan to include optional provisions under the SECURE 2.0 Act, Roth Contribution provisions, the allowance of loans, and the deferral of leave accruals.

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 because of this action.

Prepared by: Kathy Holman, Human Resources/Risk Manager

ATTACHMENT(S)

- A. Resolution to Amend the City's 457 Deferred Compensation Plan
- B. 457 Governmental Plan and Trust Optional Provisions Election Form
- C. Request for SECURE 2.0 and Other Plan Changes Checklist
- D. MissionSquare Retirement Governmental 457 Deferred Compensation Model Plan Document

**CITY OF OJAI
RESOLUTION NO. 25-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OJAI,
CALIFORNIA, AMENDING THE CITY'S 457 DEFERRED
COMPENSATION PLAN DOCUMENT**

WHEREAS, the City Council of the City of Ojai has previously established a 457 Deferred Compensation Plan for City employees; and

WHEREAS, the City Council desires to amend the Plan in accordance with the attached election form (Exhibit "A") regarding the adoption of certain optional provisions under the SECURE 2.0 Act; and

WHEREAS, the City Council finds and determines that this amendment shall supersede any provisions of the existing Plan document that are inconsistent with the provisions of this amendment.

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

SECTION 1. The City of Ojai's 457 Deferred Compensation Plan is amended as indicated in Exhibit "A".

SECTION 2. The effective date of these amendments to the 457 Deferred Compensation Plan shall be January 1, 2026.

SECTION 3. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of December 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

CITY OF OJAI, CALIFORNIA

Andy Gilman, Mayor

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

Exhibit A – 457 Governmental Plan and Trust Optional Provisions Election Form



**457 Governmental Plan and Trust
Optional Provisions Election Form (October 2023)**

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the MissionSquare Retirement 457 Governmental Deferred Compensation Plan and Trust document. This form may also be used by plan sponsors utilizing an individually designed plan document.

Plan Number: 301091 Employer Plan Name: City of Ojai 457(b) Plan

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

Our plan currently uses:

- ☒ MissionSquare's model plan document
☐ An individually designed plan document

II. PLAN YEAR

The plan year will be (select one):

- ☒ January 1 - December 31 (Default); or
☐ The 12-month period beginning _____

Month
Day

III. ELIGIBILITY REQUIREMENTS

The following group or groups of Employees are eligible to participate in the plan:

- ☒ All Employees (Default)
☐ Full-time Employees
☐ Salaried Employees
☐ Non-union Employees
☐ Management
☐ Public Safety Employees
☐ General Employees
☐ Other Employees (specify the group(s) of eligible employees):

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer.

IV. LOANS

Loans are allowed under the plan.

- ☒ Yes ☐ No (Default)

If you select "Yes" above, you must also complete and return the Loan Guidelines Agreement in the [Loan Implementation Package for 457/401 Plan Sponsors](#).

V. DISTRIBUTIONS

- a. In-service distributions while employed with the Employer are permitted after a participant attains (select one of the options):

☒ Age 70½ (Default)
☐ Not permitted at any age

To adopt an in-service withdrawal age of 59 1/2, please complete the SECURE Act Election form.

- b. In-service distributions of rollovers are allowed at any time:

☒ Yes ☐ No (Default)

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the plan.

☐ Yes ☒ No (Default)

- d. Unforeseeable emergency withdrawals are permitted.

☒ Yes (Default) ☐ No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

☒ Yes (Default) ☐ No

VI. ROTH PROVISIONS

- a. The plan will offer Designated Roth Accounts as described in Article IX.

☒ Yes ☐ No (Default)

[If No is selected, skip the remainder of this Section VI.]

- b. The plan will allow In-Plan Roth Conversions as provided in Section 9.05.

☒ Yes (Default) ☐ No

- c. Designated Roth Accounts will be available as a source for loans under the plan.

☐ Yes ☒ No or N/A (Default)

VII. AUTOMATIC ENROLLMENT

The plan will offer automatic enrollment.

☐ Yes ☒ No (Default)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer:

- ☒ Accumulated Sick Pay
☒ Accumulated Vacation Pay
☒ Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals").

☒ Yes ☐ No (Default)

[If No is selected, skip the remainder of Section IX. IF YES, COMPLETE ALL THAT APPLY].

☒ Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

_____ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus _____ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ 2,400.00 or 3 % of Earnings, whichever is (CHOOSE ONE) ☒ more ☐ less.

☒ Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus \$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ 2,400.00 or 3 % of Earnings, whichever is (CHOOSE ONE) ☒ more ☐ less.

X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e., payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

☒ Yes (Default) ☐ No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here:

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

☐ Yes ☒ No (Default)

- c. A participant who dies or becomes Disabled (as defined in the plan) while performing qualified military service shall receive plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

☐ Yes ☒ No (Default)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES)

If your state is not a community property state, skip the remainder of Section XI.

Where spousal consent is required, it will apply to:

- ☐ Only to persons who are married (Default)
A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership
- ☒ A person who is married or who is a domestic partner under state law
A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other plan purposes.

XII. SUMMARY OF CHANGES

If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

- | | |
|--|---|
| a. <u>IV. Loans - Allow</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| b. <u>V. In-Service distributions</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| c. <u>VI. Roth Provisions</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| d. <u>VIII. Deferrals of sick/vacation/backpay</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| <u>IX. Employer Match</u> | |

XIII. EMPLOYER SIGNATURE

By signing, Employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints MissionSquare Retirement as the non-discretionary Plan Administrator in accordance with the terms and conditions of the MissionSquare Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by MissionSquare Retirement, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy): ____/____/____

Name (Please Print): Kathy Holman

Title: Human Resources Manager

Preferred Phone Number: (805) 646-5581 x126

Email Address: kathy.holman@ojai.ca.gov

Plan Number: 301091

This form can be returned by email, fax, or mail using the information below.

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

Fax to: MissionSquare Plan Services
(844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320



Request for SECURE 2.0 and Other Plan Changes Checklist

To begin the process of making changes to your plan, please check the boxes next to the provisions you wish to add, and submit the completed checklist to MissionSquare Plan Services via **Secure Messaging**.

We request to add the following checked optional provisions to:

PLAN NAME:

City of Ojai

PLAN NUMBER:

301091

EFFECTIVE: MM/DD/YYYY

01/01/2026

☒ **Roth Contributions (457(b), 403(b), 401(k) plans only)**

The plan will allow in-plan Roth conversions:

☒ Yes (default) ☐ No

Designated Roth accounts will be available as a source for loans under the plan:

☐ Yes ☒ No (default)

Note: If your plan does not permit Roth contributions, employees earning above \$145,000 (Social Security wages) in 2025 may be ineligible to make age 50 or age 60-63 catch-up contributions starting in 2026.

☒ **Age 60-63 Catch-Up**

☐ **Qualified Federally Declared Disaster Relief Distribution**

☐ **Emergency Expense Withdrawals for (up to \$1,000)***

☐ **Self-Certification for Unforeseeable Emergency Withdrawals (Available for 457(b) Plans)**

Is plan sponsor approval required:

☐ Yes ☐ No (default)

☐ **Self-Certification for Hardship Withdrawals (Available in 403(b) and 401(k) Plans)**

Is plan sponsor approval required:

☐ Yes ☐ No (default)

☐ **Penalty-free Withdrawals for Individuals In Case of Domestic Abuse***

☒ **Eliminate the "first day of the month" requirement for 457(b) plans (changes and enrollments will be effective immediately or as soon as administratively feasible)**

☐ **Treatment of Student Loan Payments as Elective Deferrals for Purposes of Matching Contribution**

☒ **In-Service Distribution at Age 59.5**

☐ **Qualified Birth and Adoption Distribution**

☐ **MissionSquare Retirement Income Advantage In-Service Portability**

☐ **Other:** _____

(Discuss with your MissionSquare contact before completing this item).

*Estimated availability after 3/31/2025.

Requestor: Provide your information in the fields below and submit the completed checklist using Secure Messaging. Please review the **Secure Messaging User Guide** for more information.

We will contact you within 3-5 business days if more information is needed; otherwise MissionSquare Plan Services will prepare and send any necessary documents to the plan sponsor contact who is authorized to execute those documents. To update your plan's contacts, please use the Plan Contact & Access Form available on the Plan Sponsor website. Documents are typically sent within 7 business days of the request unless there are unanswered questions. This timing might be greater if the volume is high. An email notification will be sent when the recordkeeping changes are complete.

FULL NAME: LAST, FIRST, MI (REQUESTOR'S INFORMATION)

Holman, Kathy

TITLE:

Human Resources Manager

EMAIL ADDRESS:

kathy.holman@ojai.ca.gov

Questions? Contact MissionSquare Plan Services for employer support at (800) 326-7272 or log in to your account to use Secure Messaging.

Employers should execute this form to make elections, or change prior elections, related to optional provisions contained in the MissionSquare Retirement 457 Governmental Deferred Compensation Plan and Trust document. This form may also be used by plan sponsors utilizing an individually designed plan document.

I. PLAN DOCUMENT (If you are establishing a new plan, please skip this section.)

- ✓ MissionSquare's model plan document
- An individually designed plan document

✓ January 1 - December 31 (Default); or
The 12-month period beginning _____
Month Day

☒ All Employees (Default)
☐ Full-time Employees
☐ Salaried Employees
☐ Non-union Employees
☐ Management
☐ Public Safety Employees
☐ General Employees
☐ Other Employees (specify the group(s) of eligible employees):

If you select "Yes" above, you must also complete and return the Loan Guidelines Agreement in the [Loan Implementation Package for 457/401 Plan Sponsors](#).

V. DISTRIBUTIONS

- a. In-service distributions while employed with the Employer are permitted after a participant attains (select one of the options):

☒ Age 70½ (Default)
☐ Not permitted at any age

To adopt an in-service withdrawal age of 59 1/2, please complete the SECURE Act Election form.

- b. In-service distributions of rollovers are allowed at any time:

☒ Yes ☐ No (Default)

- c. Tax-free distributions for the payment of qualifying insurance premiums for eligible retired public safety officers are available under the plan.

☐ Yes ☒ No (Default)

- d. Unforeseeable emergency withdrawals are permitted.

☒ Yes (Default) ☐ No

In applying the rules for unforeseeable emergency withdrawals, the determination of any unforeseen emergency shall include circumstances applying to a Primary Beneficiary.

☒ Yes (Default) ☐ No

VI. ROTH PROVISIONS

- a. The plan will offer Designated Roth Accounts as described in Article IX.

☒ Yes ☐ No (Default)

[If No is selected, skip the remainder of this Section VI.]

- b. The plan will allow In-Plan Roth Conversions as provided in Section 9.05.

☒ Yes (Default) ☐ No

- c. Designated Roth Accounts will be available as a source for loans under the plan.

☐ Yes ☒ No or N/A (Default)

VII. AUTOMATIC ENROLLMENT

The plan will offer automatic enrollment.

☐ Yes ☒ No (Default)

If you select "Yes" above, further steps are required to implement this feature, including completing implementation forms. We will contact you.

VIII. DEFERRAL OF SICK PAY, VACATION AND BACK PAY (CHOOSE ANY/ALL THAT APPLY)

Participants may elect to defer:

- ☒ Accumulated Sick Pay
☒ Accumulated Vacation Pay
☒ Back Pay

Note: If no election is made, a Participant will not be able to defer any of these.

The Participant's election to defer accumulated sick pay, accumulated vacation pay, or back pay must be made before the beginning of the month in which these amounts would otherwise be paid or made available to the employee.

IX. EMPLOYER MATCH

Employer will match Elective Deferrals and Default Elective Deferrals ("Deferrals").

☒ Yes ☐ No (Default)

[If No is selected, skip the remainder of Section IX. IF YES, COMPLETE ALL THAT APPLY].

☒ Employer Percentage Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

_____ % of the Deferrals made on behalf of the Participant for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus _____ % of the Deferrals made on behalf of the Participant for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ 2,400.00 or 3 % of Earnings, whichever is (CHOOSE ONE) ☒ more ☐ less.

☒ Employer Dollar Match of Deferrals

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the plan):

\$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year (not including Deferrals exceeding _____ % of Earnings or \$ _____);

Plus \$ _____ for each _____ % of Earnings or \$ _____ that the Employer contributes on behalf of the Participant as Deferrals for the Plan Year in excess of those included in the above paragraph (but not including Deferrals exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer matching contributions on behalf of a Participant for a Plan Year shall not exceed \$ 2,400.00 or 3 % of Earnings, whichever is (CHOOSE ONE) ☒ more ☐ less.

X. MILITARY SERVICE ELECTIONS

- a. Plan contributions shall be made under the plan for differential wage payments (i.e., payments made by the employer to an individual performing military service that represents all or a portion of the wages he/she would have received).

☒ Yes (Default) ☐ No

If yes is selected, this is effective beginning January 1, 2009 (or if later, the effective date of the Plan), unless another effective date is filled in here:

- b. A participant shall be deemed to have a severance from employment for purposes of eligibility for a distribution during any period of military service for more than 30 days.

☐ Yes ☒ No (Default)

- c. A participant who dies or becomes Disabled (as defined in the plan) while performing qualified military service shall receive plan contributions as if the individual had resumed employment on the day preceding death or disability and then terminated employment on the actual date of death or disability.

☐ Yes ☒ No (Default)

If yes is selected, this is effective for participants who died or became disabled while performing military service on or after January 1, 2007 (or if later, the effective date of the plan), unless another effective date is filled in here:

_____ (date cannot be prior to January 1, 2007)

XI. SPOUSAL CONSENT (APPLIES ONLY TO COMMUNITY PROPERTY STATES)

If your state is not a community property state, skip the remainder of Section XI.

Where spousal consent is required, it will apply to:

- ☐ Only to persons who are married (Default)
A person who is married, who is a domestic partner under state law, or who is a person in a civil union or other formally recognized personal partnership
- ☒ A person who is married or who is a domestic partner under state law
A person who is married or is a person in a civil union or other formally recognized personal partnership

Note: This election applies only for plans in community property states requiring the consent of a spouse to name someone other than the spouse as a beneficiary, and only for determining who is treated as a "spouse" for this purpose and not for any other plan purposes.

XII. SUMMARY OF CHANGES

If you are making changes to an existing plan, please summarize the changes along with the effective dates of the changes below and identify the applicable Optional Provisions Election Form section number. If you are establishing a new plan, please skip this section.

- | | |
|--|---|
| a. <u>IV. Loans - Allow</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| b. <u>V. In-Service distributions</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| c. <u>VI. Roth Provisions</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |
| d. <u>VIII. Deferrals of sick/vacation/backpay</u> | Effective Date: <u>01</u> / <u>01</u> / <u>2026</u> |

XIII. EMPLOYER SIGNATURE

By signing, Employer confirms he or she is authorized to make the elections specified on this form.

Employer hereby appoints MissionSquare Retirement as the non-discretionary Plan Administrator in accordance with the terms and conditions of the MissionSquare Retirement Corporation 457 Governmental Deferred Compensation Plan and Trust.

Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

Employer acknowledges that applicable state law may or may not allow for the addition of an Automatic Enrollment Feature in their 457(b) plan administered by MissionSquare Retirement, and Employer assumes full responsibility for the decision to add such a feature to their plan.

Employer Signature: _____

Date (mm/dd/yyyy): ____/____/____

Name (Please Print): Kathy Holman

Title: Human Resources Manager

Preferred Phone Number: (805) 646-5581 x126

Email Address: kathy.holman@ojai.ca.gov

Plan Number: 301091

This form can be returned by email, fax, or mail using the information below.

Online: Submit through secure messaging to:
www.employers.msqplanservices.org

Fax to: MissionSquare Plan Services
(844) 677-3297

Mail to: MissionSquare Plan Services
P.O. Box 219320
Kansas City, MO 64121-9320



Request for SECURE 2.0 and Other Plan Changes Checklist

To begin the process of making changes to your plan, please check the boxes next to the provisions you wish to add, and submit the completed checklist to MissionSquare Plan Services via **Secure Messaging**.

We request to add the following checked optional provisions to:

PLAN NAME:

City of Ojai

PLAN NUMBER:

301091

EFFECTIVE: MM/DD/YYYY

01/01/2026

☒ **Roth Contributions (457(b), 403(b), 401(k) plans only)**

The plan will allow in-plan Roth conversions:

☒ Yes (default) ☐ No

Designated Roth accounts will be available as a source for loans under the plan:

☐ Yes ☒ No (default)

Note: If your plan does not permit Roth contributions, employees earning above \$145,000 (Social Security wages) in 2025 may be ineligible to make age 50 or age 60-63 catch-up contributions starting in 2026.

☒ **Age 60-63 Catch-Up**

☐ **Qualified Federally Declared Disaster Relief Distribution**

☐ **Emergency Expense Withdrawals for (up to \$1,000)***

☐ **Self-Certification for Unforeseeable Emergency Withdrawals (Available for 457(b) Plans)**

Is plan sponsor approval required:

☐ Yes ☐ No (default)

☐ **Self-Certification for Hardship Withdrawals (Available in 403(b) and 401(k) Plans)**

Is plan sponsor approval required:

☐ Yes ☐ No (default)

☐ **Penalty-free Withdrawals for Individuals In Case of Domestic Abuse***

☒ **Eliminate the "first day of the month" requirement for 457(b) plans (changes and enrollments will be effective immediately or as soon as administratively feasible)**

☐ **Treatment of Student Loan Payments as Elective Deferrals for Purposes of Matching Contribution**

☒ **In-Service Distribution at Age 59.5**

☐ **Qualified Birth and Adoption Distribution**

☐ **MissionSquare Retirement Income Advantage In-Service Portability**

☐ **Other:** _____

(Discuss with your MissionSquare contact before completing this item).

*Estimated availability after 3/31/2025.

Requestor: Provide your information in the fields below and submit the completed checklist using Secure Messaging. Please review the **Secure Messaging User Guide** for more information.

We will contact you within 3-5 business days if more information is needed; otherwise MissionSquare Plan Services will prepare and send any necessary documents to the plan sponsor contact who is authorized to execute those documents. To update your plan's contacts, please use the Plan Contact & Access Form available on the Plan Sponsor website. Documents are typically sent within 7 business days of the request unless there are unanswered questions. This timing might be greater if the volume is high. An email notification will be sent when the recordkeeping changes are complete.

FULL NAME: LAST, FIRST, MI (REQUESTOR'S INFORMATION)

Holman, Kathy

TITLE:

Human Resources Manager

EMAIL ADDRESS:

kathy.holman@ojai.ca.gov

Questions? Contact MissionSquare Plan Services for employer support at (800) 326-7272 or log in to your account to use Secure Messaging.



ICMA Retirement Corporation
doing business as

**MissionSquare Retirement
Governmental 457
Deferred Compensation
Plan**

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457 GOVERNMENTAL DEFERRED COMPENSATION PLAN AND TRUST

As Amended and Restated

Article I. Purpose

The Employer identified in Article 2.09 hereby establishes and maintains the Employer's Deferred Compensation Plan and Trust, hereafter referred to as the "Plan." The Employer is a State, political subdivision of a State, or an agency or instrumentality of a State or political subdivision, as described in Section 457(e)(1)(A) of the Internal Revenue Code ("the Code").

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer and the Employees' Beneficiaries in accordance with the provisions of Section 457 of the Code.

The Employer has determined that the establishment of a deferred compensation plan for the Employees of the Employer serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel.

This Plan shall be an agreement solely between the Employer and participating Employees. The Plan and Trust forming a part hereof are established and shall be maintained for the exclusive benefit of Participants and their Beneficiaries. No part of the corpus or income of the Trust shall revert to the Employer or be used for or diverted to purposes other than the exclusive benefit of Participants and their Beneficiaries.

The Employer adopts the Group Trust created by the Declaration of Trust of VantageTrust Company.

Article II. Definitions

- 2.01 Account.** The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.
- 2.02 Accounting Date.** For valuing the Trust's assets, as provided in Section 6.06, each business day that the New York Stock Exchange is open for trading.
- 2.03 Administrator.** The person or persons named in writing to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon seventy-five (75) days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon seventy-five (75) days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as Administrator. Unless otherwise provided in the Plan, the Administrator shall act at the direction of the Employer and shall be fully protected in acting on such direction. The Employer may enter into a separate agreement with the Administrator detailing features of the Plan and any elections as to the administration of the Plan.

- 2.04 Automatic Distribution Date.** April 1 of the calendar year after the year the Participant attains age 70½ or, if later, has a Severance Event.
- 2.05 Beneficiary.** The person or persons named by the Participant in his or her Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. In the event that the Participant names two or more Beneficiaries, each Beneficiary shall be entitled to equal shares of the benefits payable at the Participant's death, unless otherwise provided in the Participant's Joinder Agreement. If no Beneficiary is named in the Joinder Agreement, if the named Beneficiary predeceases the Participant, or if the named Beneficiary does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary. If a married Participant resides in a community property state, the Participant shall be responsible for obtaining appropriate consent of his or her spouse in the event the Participant names someone other than his or her spouse as Beneficiary; provided, however that solely for purposes of this sentence, the term "spouse" shall have the meaning determined by the Employer.
- For purposes of Section 7.09(c), relating to unforeseeable emergency withdrawals, the term Primary Beneficiary means an individual who is named as a Beneficiary under the Plan and who would have an unconditional right to all or a portion of the Participant's account balance under the Plan upon the death of the Participant (or Beneficiary who has inherited an account balance).
- 2.06 Deferred Compensation.** The amount of Includible Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder (including pursuant to automatic enrollment in Section 4.03), any amount credited to a Participant's Account by reason of a transfer under Section 6.09 or 6.10, a rollover under Section 6.11, or any other amount the Employer agrees to credit to a Participant's Account.
- 2.07 Dollar Limitation.** The applicable dollar amount within the meaning of Section 457(b)(2)(A) of the Code, as adjusted for the cost-of-living in accordance with Section 457(e)(15) of the Code.
- 2.08 Employee.** Any individual who provides services for the Employer, whether as an employee of the Employer, as defined by state law, or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.
- 2.09 Employer.** _____ which is a State, political subdivision of a State, or agency or instrumentality of a State, as described in Section 457(e)(1)(A) of the Code.
- 2.10 457 Catch-Up Dollar Limitation.** Twice the Dollar Limitation.
- 2.11 Includible Compensation.** Includible Compensation of a Participant means "compensation," as defined in Section 415(c)(3) of the Code, for services performed for the Employer. Includible Compensation shall be determined without regard to any community property laws. For purposes of a Participant's Joinder Agreement only and not for purposes of the limitations in Article V, Includible Compensation shall include pre-tax contributions (excluding direct employer contributions) to an integral part trust of the employer providing retiree health care benefits.
- 2.12 Joinder Agreement.** An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof, that fixes the amount of Deferred Compensation, specifies a preference among the investment alternatives designated by the Employer, names the Employee's Beneficiary or Beneficiaries, and incorporates the terms, conditions, and provisions of the Plan by reference. A Joinder Agreement includes amounts that an Employer agrees to credit to the Employee's account as "employer contributions."

2.13 Normal Limitation. The maximum amount of Deferred Compensation for any Participant for any taxable year (other than amounts referred to in Sections 6.09, 6.10, and 6.11).

2.14 Normal Retirement Age. Age 70½, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to a Severance Event. A Participant's Normal Retirement Age determines the period during which a Participant may utilize the additional catch-up dollar limitation of Section 5.02(b) hereunder and determines the right to receive certain tax free distributions described in Section 7.14. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02(b), his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive immediate, unreduced retirement benefits under the Employer's basic defined benefit retirement plan covering the Participant (or a money purchase pension plan of the Employer in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan of the Employer), and may not be later than the date the Participant will attain age 70½. If the Participant will not become eligible to receive benefits under a basic defined benefit retirement plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than 65 and may not be later than age 70½ (except as provided in the next paragraph). Solely for purposes of the prior two sentences, a plan of the Employer includes a plan maintained by the state (or a political subdivision or agency or instrumentality of the state) in which the Employer is located. In no event may a Participant's normal retirement age be different than the normal retirement age under the Employer's other 457(b) plans, if any.

In the event the Plan has Participants that include qualified police or firefighters (as defined under Section 415(b)(2)(H)(ii)(I) of the Code), a normal retirement age may be designated for such qualified police or firefighters that is not earlier than age 40 or later than age 70½. Alternatively, qualified police or firefighters may be permitted to designate a normal retirement age that is between age 40 and age 70½.

2.15 Participant. Any Employee who has joined the Plan pursuant to the requirements of Article IV. Unless the context requires otherwise, the term Participant includes an Employee or former Employee of the Employer who has not yet received all of the payments of benefits to which he/she is entitled under the Plan.

2.16 Percentage Limitation. 100 percent of the Participant's Includible Compensation available to be contributed as Deferred Compensation for the taxable year.

2.17 Plan Year. The calendar year, unless otherwise elected by the Employer.

2.18 Severance Event. A severance of the Participant's employment with the Employer within the meaning of Section 457(d)(1)(A)(ii) of the Code.

In general, a Participant shall be deemed to have experienced a Severance Event for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. If the Plan does not allow participation by independent contractors of the Employer, a Participant shall also be deemed to have experienced a Severance Event for purposes of the Plan when, in accordance with the established practices of the Employer, the Participant ceases to be an employee and becomes an independent contractor. If the Plan allows participation by independent contractors of the Employer, then in the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new

contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 2.19 Trust.** The Trust created under Article VI of the Plan which shall consist of all compensation deferred under the Plan, plus any income and gains thereon, less any losses, expenses and distributions to Participants and Beneficiaries.

Article III. Administration

- 3.01 Duties of the Employer.** The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants that may be required in the administration of this Plan. The Employer's decisions shall be afforded the maximum deference permitted by applicable law.
- 3.02 Duties of Administrator.** The Administrator, as agent for the Employer and subject to oversight by the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports of the status of each Account, and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

Article IV. Participation in the Plan

- 4.01 Initial Participation.** An Employee that the Employer elects to be eligible for the Plan may become a Participant by entering into a Joinder Agreement (or by being treated as entering into a Joinder Agreement pursuant to Section 4.03) prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet paid or made available, or such other date as may be permitted under the Code. A new employee may defer compensation in the calendar month during which he or she first becomes an employee if a Joinder Agreement is entered into on or before the first day on which the employee performs services for the Employer.
- 4.02 Amendment of Joinder Agreement.** A Participant may amend an executed Joinder Agreement to change the amount of Includible Compensation not yet paid or made available that is to be deferred (including the reduction of such future deferrals to zero). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed, or such other date as may be permitted under the Code. A Participant may at any time amend his or her Joinder Agreement to change the Beneficiary or specify investments, and such amendment shall become effective immediately.
- 4.03 Automatic Enrollment.**
- (a) *If elected by the Employer, the Plan will provide for automatic enrollment.* In this case, an Employee will become a Participant, shall be treated as entering into a Joinder Agreement, and shall have compensation deferred, at the amount equal to the percentage of compensation specified by the Employer, unless the Employee affirmatively elects a different amount (or elects not to enter into a Joinder Agreement) within the initial "opt-out" period specified by the Employer. The "opt-out" period shall be no less than thirty (30) days and no more than ninety (90) days. The Participant will be treated as having entered into a Joinder Agreement at the end of such opt-out period and Default Elective Deferrals shall begin on the first pay period of the following calendar month. Unless otherwise elected by the Employer, these automatic enrollment provisions will also apply when an Employee is rehired. An Employee who becomes a Participant pursuant to this Section 4.03 may amend the Joinder Agreement as provided in Section 4.02.

(b) **Definitions.** *The following definitions shall apply for this Section 4.03:*

- (1) **Eligible Automatic Contribution Arrangement ("EACA").** An automatic contribution arrangement that satisfies the uniformity and notice requirements of this Section 4.03.
- (2) **Automatic Contribution Arrangement.** An arrangement under which, in the absence of an affirmative election by a Covered Employee, a specified percentage of compensation will be withheld from the Covered Employee's pay and contributed to the Plan as Deferred Compensation.
- (3) **Covered Employee.** A Participant identified by the Employer as being covered under the EACA. An independent contractor cannot be a Covered Employee.
- (4) **Default Elective Deferrals.** The Deferred Compensation contributed to the Plan under the EACA on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation.
- (5) **Default Rate.** The percentage of a Covered Employee's compensation contributed to the Plan as a Default Elective Deferral, per pay period, for a given Plan Year. The Default Rate is specified by the Employer.

(c) **Rules of Application**

- (1) Default Elective Deferrals will be made on behalf of Covered Employees who do not have an affirmative election in effect regarding Deferred Compensation. The amount of Default Elective Deferrals made for a Covered Employee each pay period is equal to the Default Rate multiplied by the Covered Employee's compensation for that pay period. If the Employer elects, a Covered Employee's Default Elective Deferrals will increase each Plan Year by a designated percentage, per pay period, beginning with the second Plan Year that begins after the Default Rate first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year.
- (2) A Covered Employee will have a reasonable opportunity after receipt of the notice described in Section 4.03(e) to make an affirmative election regarding Deferred Compensation (either to have no Deferred Compensation contributed or to have a different amount of Deferred Compensation contributed) before Default Elective Deferrals are made on the Covered Employee's behalf. Default Elective Deferrals being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election. An affirmative election to have no Deferred Compensation contributed, made no later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, shall be deemed a request for distribution of the Covered Employee's Default Elective Deferrals under Section 4.03(f) of the Plan, unless the Covered Employee affirmatively elects otherwise.

(d) **Uniformity Requirement**

- (1) Except as provided in (2), below, if the Employer has elected to have Covered Employees' Default Elective Deferrals increase each Plan Year by a designated percentage, the same percentage of compensation will be withheld as a Default Elective Deferral from all Covered Employees subject to the Default Rate.

- (2) Default Elective Deferrals will be reduced or stopped to meet the limitations under Section 457(b) of the Code, and to satisfy any suspension period required after a hardship distribution from another plan maintained by the Employer.

(c) **Notice Requirement**

- (1) At least thirty (30) days, but not more than ninety (90) days, before the beginning of the Plan Year, the Employer will provide each Covered Employee a comprehensive notice of the Covered Employee's rights and obligations under the EACA, written in a manner calculated to be understood by the average Covered Employee. If an employee becomes a Covered Employee after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the employee becomes a Covered Employee but no later than the date the employee becomes a Covered Employee.
- (2) The notice must accurately describe:
 - (i) the amount of Default Elective Deferrals that will be made on the Covered Employee's behalf in the absence of an affirmative election;
 - (ii) the Covered Employee's right to elect to have no Deferred Compensation deferred on his or her behalf or to have a different amount of Deferred Compensation deferred;
 - (iii) how Default Elective Deferrals will be invested in the absence of the Covered Employee's investment instructions; and
 - (iv) the Covered Employee's right to make a withdrawal of Default Elective Deferrals and procedures for making such a withdrawal.

(f) **Withdrawal of Default Elective Deferrals**

- (1) No later than ninety (90) days after Default Elective Deferrals are first withheld from a Covered Employee's pay, the Covered Employee may request a distribution of his or her Default Elective Deferrals. No spousal consent is required for withdrawal under this provision.
- (2) The amount distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Elective Deferrals made through the earlier of (a) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (b) the first pay date that occurs after thirty (30) days following the Covered Employee's request, plus attributable earnings through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.
- (3) Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Deferred Compensation deferred on the Covered Employee's behalf as of the date specified in Section 4.03(f)(2) above.
- (4) Default Elective Deferrals distributed pursuant to this Section 4.03(f) are not counted towards the dollar limitation on Deferred Compensation contained in Section 457(b) of the Code. Matching contributions that might otherwise be allocated to a Covered Employee's account on behalf of Default Elective Deferrals will not be allocated to the extent the Covered Employee withdraws such Deferred Compensation pursuant to this Section 4.03(f) and any

matching contributions already made on account of Default Elective Deferrals that are later withdrawn pursuant to this Section 4.03(f) will be forfeited.

4.04 Vesting of Employer Contributions. If a Participant's Joinder Agreement provides for the Employer to credit Deferred Compensation to a Participant's Account in the form of "employer contributions," such credits shall be immediately vested, except as provided in Section 4.03(f)(4).

Article V. Limitations on Deferrals

5.01 Normal Limitation. Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year, shall not exceed the lesser of the Dollar Limitation or the Percentage Limitation.

5.02 Catch-Up Limitations.

- (a) **Catch-up Contributions for Participants Age 50 and Over:** A Participant who has attained the age of 50 before the close of the taxable year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the Normal Limitation of Section 5.01, may enter into a Joinder Agreement to make elective deferrals in addition to those permitted by the Normal Limitation in an amount not to exceed the lesser of:
 - (1) The applicable dollar amount as defined in Section 414(v)(2)(B) of the Code, as adjusted for the cost-of-living in accordance with Section 414(v)(2)(C) of the Code; or
 - (2) The excess (if any) of:
 - (i) The Participant's Includible Compensation for the year, or
 - (ii) Any other elective deferrals of the Participant for such year which are made without regard to this Section 5.02(a).

An additional contribution made pursuant to this Section 5.02(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Section 5.01 above, or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 5.02(a) shall not apply in any year to which a higher limit under Section 5.02(b) applies.

- (b) **Last Three Years Catch-up Contribution:** For each of the last three (3) taxable years for a Participant ending the year before the year he or she attains (or will attain) Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of:
 - (1) The 457 Catch-Up Dollar Limitation, or
 - (2) The sum of
 - (i) The Normal Limitation for the taxable year, and
 - (ii) The Normal Limitation for each prior taxable year of the Participant commencing after 1978 less the amount of the Participant's Deferred Compensation for such prior taxable years. A prior taxable year shall be taken into account under the preceding sentence only if (x) the Participant was eligible to participate in the Plan for such year, and (y) compensation (if any) deferred under the Plan (or such other plan) was subject to the Normal Limitation.

Should the maximum Deferred Compensation under this Section 5.02(b) be lower in any of the three (3) years than the maximum Deferred Compensation under Section 5.02(a), the Participant may instead defer amounts under 5.02(a) if otherwise permitted and no further deferrals under Section 5.02(b) will be permitted.

5.03 Sick, Vacation and Back Pay. If the Employer so elects, a Participant may defer all or a portion of the value of the Participant's accumulated sick pay, accumulated vacation pay and/or back pay, provided that such deferral does not cause total deferrals on behalf of the Participant to exceed the Dollar Limitation or Percentage Limitation (including any catch-up dollar limitation) for the year of deferral. The election to defer such sick, vacation and/or back pay must be made in a manner and at a time permitted under Section 1.457-4(d) of the Income Tax Regulations.

For Plan Years beginning before January 1, 2009, pursuant to proposed IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid within 2½ months following severance from employment and the other requirements of Sections 457(b) and 415 of the Code are met. For Plan Years beginning on or after January 1, 2009, pursuant to final IRS regulations issued under Section 415 of the Code, the Plan may permit deferrals from compensation, including sick, vacation and back pay, so long as the amounts are paid by the later of: (i) 2½ months following severance from employment, and (ii) the end of the calendar year that includes the date of such severance from employment, and the other requirements of Sections 457(b) and 415 of the Code are met. Additionally, the agreement to defer such amounts must be entered into prior to the first day of the month in which the amounts otherwise would be paid or made available.

5.04 Other Plans. Notwithstanding any provision of the Plan to the contrary, the amount excludible from a Participant's gross income under this Plan or any other eligible deferred compensation plan under Section 457(b) of the Code shall not exceed the limits set forth in Sections 457(b) and 414(v) of the Code.

5.05 Excess Deferrals. Any amount that exceeds the maximum Dollar Limitation or Percentage Limitation (including any applicable catch-up dollar limitation) for a taxable year, shall constitute an excess deferral for that taxable year. Any excess deferral shall be distributed to the Participant in accordance with the requirements for excess deferrals under the Code and Section 1.457-4(e) of the Income Tax Regulations or other applicable Internal Revenue Service guidance.

5.06 Protection of Person Who Serves in a Uniformed Service. An Employee whose employment is interrupted by qualified military service under Section 414(u) of the Code or who is on leave of absence for qualified military service under Section 414(u) of the Code may elect to contribute additional Deferred Compensation upon resumption of employment with the Employer equal to the maximum Deferred Compensation that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Includible Compensation) without the interruption or leave, reduced by Deferred Compensation, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five (5) years following the resumption of employment (or, if sooner, for a period equal to three (3) times the period of the interruption or leave).

5.07 Benefit Accruals with Respect to Qualified Military Service. Notwithstanding any provision of the Plan to the contrary, if the Employer so elects, Participants who die or become Disabled while performing qualified military service (as defined in Code Section 414(u)) with respect to the Employer shall receive Plan contributions as permitted under Code Section 414(u)(9).

5.08 Benefit Accruals with Respect to Differential Wage Payments. Unless otherwise elected by the Employer, Plan contributions shall be made based on differential wage payments (as such term is defined in Section 3401(h)(2) of the Code).

Article VI. Trust and Investment of Accounts

- 6.01 Investment of Deferred Compensation.** A Trust described in Section 457(g) of the Code is hereby created to hold all the assets of the Plan for the exclusive benefit of Participants and Beneficiaries, except that expenses and taxes may be paid from the Trust as provided in Section 6.03. The trustee shall be the Employer or such other person that agrees with the consent of the Employer to act in that capacity hereunder.
- 6.02 Investment Powers.** The trustee shall have the powers listed in this Section with respect to investment of Trust assets, except to the extent that the investment of Trust assets is directed by Participants, pursuant to Section 6.05 or to the extent that such powers are restricted by applicable law.
- (a) To invest and reinvest the Trust without distinction between principal and income in common or preferred stocks, shares of regulated investment companies and other mutual funds, bonds, loans, notes, debentures, certificates of deposit, contracts with insurance companies including but not limited to insurance, individual or group annuity, deposit administration, guaranteed interest contracts, and deposits at reasonable rates of interest at banking institutions including but not limited to savings accounts and certificates of deposit. Assets of the Trust may be invested in securities that involve a higher degree of risk than investments that have demonstrated their investment performance over an extended period of time.
 - (b) To invest and reinvest all or any part of the assets of the Trust in any common, collective or commingled trust fund that is maintained by a bank or other institution and that is available to Employee plans described under Sections 457 or 401 of the Code, or any successor provisions thereto, and during the period of time that an investment through any such medium shall exist, to the extent of participation of the Plans, the declaration of trust of such commonly collective, or commingled, trust fund shall constitute a part of this Plan.
 - (c) To invest and reinvest all or any part of the assets of the Trust in any group annuity, deposit administration or guaranteed interest contract issued by an insurance company or other financial institution on a commingled or collective basis with the assets of any other 457 plan or trust qualified under Section 401(a) of the Code or any other plan described in Section 401(a)(24) of the Code, and such contract may be held or issued in the name of the Administrator, or such custodian as the Administrator may appoint, as agent and nominee for the Employer. During the period that an investment through any such contract shall exist, to the extent of participation of the Plan, the terms and conditions of such contract shall constitute a part of the Plan.
 - (d) To hold cash awaiting investment and to keep such portion of the Trust in cash or cash balances, without liability for interest, in such amounts as may from time to time be deemed to be reasonable and necessary to meet obligations under the Plan or otherwise to be in the best interests of the Plan.
 - (e) To hold, to authorize the holding of, and to register any investment to the Trust in the name of the Plan, the Employer, or any nominee or agent of any of the foregoing, including the Administrator, or in bearer form, to deposit or arrange for the deposit of securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, and to organize corporations or trusts under the laws of any jurisdiction for the purpose of acquiring or holding title to any property for the Trust, all with or without the addition of words or other action to indicate that property is held in a fiduciary or representative capacity but the books

and records of the Plan shall at all times show that all such investments are part of the Trust.

- (f) Upon such terms as may be deemed advisable by the Employer or the Administrator, as the case may be, for the protection of the interests of the Plan or for the preservation of the value of an investment, to exercise and enforce by suit for legal or equitable remedies or by other action, or to waive any right or claim on behalf of the Plan or any default in any obligation owing to the Plan, to renew, extend the time for payment of, agree to a reduction in the rate of interest on, or agree to any other modification or change in the terms of any obligation owing to the Plan, to settle, compromise, adjust, or submit to arbitration any claim or right in favor of or against the Plans to exercise and enforce any and all rights of foreclosure, bid for property in foreclosure, and take a deed in lieu of foreclosure with or without paying consideration therefor, to commence or defend suits or other legal proceedings whenever any interest of the Plan requires it, and to represent the Plan in all suits or legal proceedings in any court of law or equity or before any body or tribunal.
- (g) To employ suitable consultants, depositories, agents, and legal counsel on behalf of the Plan.
- (h) To open and maintain any bank account or accounts in the name of the Plan, the Employer, or any nominee or agent of the foregoing, including the Administrator, in any bank or banks.
- (i) To do any and all other acts that may be deemed necessary to carry out any of the powers set forth herein.

The trustee may authorize the Administrator to exercise these powers as an agent for the trustee, subject to the oversight of the trustee.

6.03 Taxes and Expenses. All taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon the Plan, or in respect to the Trust, or the income thereof, and all commissions or acquisitions or dispositions of securities and similar expenses of investment and reinvestment of the Trust, shall be paid from the Trust. Such reasonable compensation of the Administrator, as may be agreed upon from time to time by the Employer and the Administrator, and reimbursement for reasonable expenses incurred by the Administrator in performance of its duties hereunder (including but not limited to fees for legal, accounting, investment and custodial services) shall also be paid from the Trust.

6.04 Payment of Benefits. The payment of benefits from the Trust in accordance with the terms of the Plan may be made by the Administrator, or by any custodian or other person so authorized by the Employer to make such disbursement. The Administrator, custodian or other person shall not be liable with respect to any distribution of Trust assets made at the direction of the Employer.

6.05 Investment Funds. In accordance with uniform and nondiscriminatory rules established by the Employer and the Administrator, the Participant may direct his or her Accounts to be invested in one (1) or more investment funds available under the Plan (including a fund or investment that consists of or is available through an open brokerage window); provided, however, that the Participant's investment directions shall not violate any investment restrictions established by the Employer. Neither the Employer, the Administrator, nor any other person shall be liable for any losses incurred by virtue of following such directions or with any reasonable administrative delay in implementing such directions.

6.06 Valuation of Accounts. As of each Accounting Date, the Plan assets held in each investment fund offered shall be valued at fair market value and the investment income and gains or losses for each fund shall be determined. Such investment income and gains or losses shall be allocated proportionately among all Account balances on a fund-by-fund basis. The allocation shall be in the proportion that each such Account balance as of the immediately preceding Accounting Date bears to the total of all such Account balances as of that Accounting Date. For purposes of this Article, all

Account balances include the Account balances of all Participants and Beneficiaries.

6.07 Participant Loan Accounts. Participant loan accounts shall be invested in accordance with Section 8.03 of the Plan. Such Accounts shall not share in any investment income and gains or losses of the investment funds described in Sections 6.05 and 6.06.

6.08 Crediting of Accounts. The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation pursuant to Sections 6.05 and 6.06. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then current value of his or her Account.

6.09 Post-Severance Transfers Among Eligible Deferred Compensation Plans.

(a) *Incoming Transfers:* A transfer may be accepted from an eligible deferred compensation plan maintained by another employer and credited to a Participant's or Beneficiary's Account under the Plan if:

- (1) In the case of a transfer for a Participant, the Participant has had a Severance Event with that employer and become an Employee of the Employer;
- (2) The other employer's plan provides that such transfer will be made; and
- (3) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Section 457(e)(10) of the Code, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. The Employer may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Administrator agree to hold such other assets under the Plan.

(b) *Outgoing Transfers:* An amount may be transferred to an eligible deferred compensation plan maintained by another employer, and charged to a Participant's or Beneficiary's Account under this Plan, if:

- (1) In the case of a transfer for a Participant, the Participant has a Severance Event with the Employer and becomes an employee of the other employer;
- (2) The other employer's plan provides that such transfer will be accepted;
- (3) The Participant or Beneficiary and the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer; and
- (4) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer.

The Employer may require such documentation from the other plan as it deems necessary to effectuate

the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Section 457(b) of the Code, and to assure that transfers are provided for under such plan. Such transfers shall be made only under such circumstances as are permitted under Section 457 of the Code and the regulations thereunder.

6.10 Transfers Among Eligible Deferred Compensation Plans of the Employer.

- (a) *Incoming Transfers.* A transfer may be accepted from another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be made;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Plan unless the Participant or Beneficiary is performing services for the Employer.
- (b) *Outgoing Transfers.* An amount may be transferred to another eligible deferred compensation plan maintained by the Employer and credited to a Participant's or Beneficiary's Account under the Plan if:
 - (1) The Employer's other plan provides that such transfer will be accepted;
 - (2) The Participant or Beneficiary whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and
 - (3) The Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the Employer's other eligible deferred compensation plan unless the Participant or Beneficiary is performing services for the Employer.

6.11 Eligible Rollover Distributions.

- (a) *Incoming Rollovers:* An eligible rollover distribution may be accepted from an eligible retirement plan and credited to a Participant's Account under the Plan. The Employer may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of Section 402(c)(8)(B) of the Code. The Plan shall separately account (in one (1) or more separate accounts) for eligible rollover distributions from any eligible retirement plan.
- (b) *Outgoing Rollovers:* Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.
- (c) *Definitions:*
 - (1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or

any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's named beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Sections 401(a)(9) and 457(d)(2) of the Code; and any distribution made as a result of an unforeseeable emergency of the employee. Subject to Section 9.04 (related to rollovers of Roth amounts), for purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities), such as after-tax contributions.

- (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Sections 403(a) or 403(b) of the Code, a qualified trust described in Section 401(a) of the Code, or an eligible deferred compensation plan described in Section 457(b) of the Code which is maintained by an eligible governmental employer described in Section 457(e)(1)(A) of the Code, that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Participant may elect to have any portion of an Eligible Rollover Distribution paid directly to a Roth IRA described in Section 408A of the Code. Such a direct payment, as a qualified rollover distribution described in Section 408A(e)(1) of the Code, would be taxable to the Participant to the extent required by Section 408A(d)(3) of the Code.
- (3) **Distributee:** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2006 (unless the Employer elected a different effective date in a prior plan document, a distributee includes the Employee's or former Employee's nonspouse designated Beneficiary, in which case, the distribution can only be transferred to a traditional or Roth IRA established on behalf of the nonspouse designated Beneficiary, in the Participant's name, for the purpose of receiving the distribution.
- (4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

(d) *Rollover by a Non-Spouse Designated Beneficiary*

- (1) Unless otherwise elected by the Employer, for distributions in Plan Years beginning after December 31, 2006 but on or before December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.
- (2) Notwithstanding subsection (1), for distributions in Plan Years beginning after December 31, 2009, a non-spouse Beneficiary who qualifies as a "designated beneficiary" under Code Section 401(a)(9)(E) may establish an individual retirement plan that will be treated as an

inherited IRA pursuant to the provisions of Code Section 402(c)(11) into which all or a portion of a death benefit distribution from this Plan can be transferred directly. A trust maintained for the benefit of one (1) or more designated beneficiaries shall be treated in the same manner as a designated beneficiary.

- (3) Notwithstanding anything herein to the contrary, a death benefit distribution shall not be eligible for transfer to an inherited IRA to the extent such distribution is a required minimum distribution under Code Section 401(a)(9).
- (4) If the dates noted above are modified by the Employer's prior plan document, the December 31, 2009 dates in subsections (1) and (2), above, will be modified, as applicable, by the Employer's prior plan document.

6.12 Trustee-to-Trustee Transfers to Purchase Permissive Service Credit. All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Section 414(d) of the Code) if such transfer is (a) for the purchase of permissive service credit (as defined in Section 415(n)(3)(A) of the Code) under such plan, or (b) a repayment to which Section 415 of the Code does not apply by reason of subsection (k)(3) thereof, within the meaning of Section 457(e)(17) of the Code.

6.13 Treatment of Distributions of Amounts Previously Rolled Over From 401(a) and 403(b) Plans and IRAs. For purposes of Section 72(t) of the Code, a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Section 4974(c)(1) of the Code to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Section 4974(c) of the Code).

6.14 Employer Liability. In no event shall the Employer's liability to pay benefits to a Participant under this Plan exceed the value of the amounts credited to the Participant's Account; neither the Employer nor the Administrator shall be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

Article VII. Benefits

7.01 Retirement Benefits and Election on Severance Event.

- (a) *General Rule:* Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence as of a Participant's Automatic Distribution Date, and the distribution of such benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, but subject to the following paragraphs of this Section 7.01, the Participant may elect following a Severance Event to have the distribution of benefits commence on a fixed determinable date other than that described in the preceding sentence, but not later than April 1 of the year following the year of the Participant's retirement or attainment of age 70½, whichever is later. The Participant's right to change his or her election with respect to commencement of the distribution of benefits shall not be restrained by this Section 7.01. Notwithstanding the foregoing, the Administrator, in order to ensure the orderly administration of this provision, may establish a deadline after which such election to defer the commencement of distribution of benefits shall not be allowed for those benefits administered by Administrator.
- (b) *Loans:* Notwithstanding the foregoing provisions of this Section 7.01, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan account in the event of a default of the Participant's loan.

7.02 Payment Options. As provided in Sections 7.01 and 7.04, a Participant may elect to have the value of

the Participant's Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- (b) One (1) lump-sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant;
- (d) Annual Payments equal to the minimum distributions required under Section 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary;
- (e) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (f) A split distribution under which payments under options (a), (b), (c) or (e) commence or are made at the same time, as elected by the Participant under Section 7.01, provided that all payments commence (or are made) by the latest benefit commencement date permitted under Section 7.01;
- (g) Any other payment option elected by the Participant and agreed to by the Employer and Administrator.

A Participant's selection of a payment option under Subsections (a), (c), or (g) above may include the selection of an automatic annual cost-of living increase. Such increase will be based on the rise in the Consumer Price Index for All Urban Consumers (CPI-U) from the third quarter of the last year in which a cost-of-living increase was provided to the third quarter of the current year. Any increase will be made in **periodic payment checks beginning the following January.**

7.03 Limitation on Options. A Participant may not select a payment option under subsections 7.02(a) or (c) if the amount of any such periodic payment is less than \$100. No payment option may be selected by a Participant under Sections 7.02 or 7.04 unless it satisfies the requirements of Sections 401(a)(9) and 457(d)(2) of the Code, including the requirement that payments commencing before the death of the Participant shall satisfy the incidental death benefit requirements under Section 401(a)(9)(G) of the Code.

7.04 Minimum Required Distributions. Notwithstanding any provision of the Plan to the contrary, the Plan shall comply with the minimum required distribution rules set forth in Sections 457(d)(2) and 401(a)(9) of the Code, including the incidental death benefit requirements of Section 401(a)(9)(G) of the Code.

- (a) *Application of Minimum Distribution Requirements:* The minimum distribution requirements of Section 401(a)(9) of the Code shall only apply to the Plan to the extent that such requirements are applicable by law for a year. Pursuant to the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), required minimum distributions were suspended for 2009.
- (b) *Special Rule for Scheduled Installment Payments:* All installment payments scheduled to be distributed to a Participant prior to the effective date of a suspension of the required minimum distribution provisions of Code Section 401(a)(9) shall be distributed as scheduled unless the Participant affirmatively elects to have the payments stopped. Notwithstanding the foregoing, for

purposes of this Section 7.04(b), the effective date of the suspension of the required minimum distribution provisions for 2009 shall be deemed January 6, 2009.

7.05 Time and Manner of Distribution.

- (a) *Automatic Distribution Date.* The Automatic Distribution Date is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70½ or (2) retires due to a Severance Event. If the Participant postpones the required distribution due in the calendar year he or she attains age 70½ or severs employment, to the Automatic Distribution Date, the second required minimum distribution must be taken by the end of that year. The Participant's Account will be distributed, or begin to be distributed to the Participant no later than the Participant's Automatic Distribution Date.
- (b) *Death of Participant Before Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies before distributions begin, the Participant's Account will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.
 - (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's Account will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph 7.05(b), other than subsection 7.05(b)(1), will apply as if the surviving spouse were the Participant.

Distributions are considered to begin on the Participant's Automatic Distribution Date for purposes of this Section 7.05 and Section 7.07, unless Section 7.05(b)(4) applies. If Section 7.05(b)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Automatic Distribution Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 7.05(b)(1)), the date distributions are considered to begin is the date distributions actually commence.

- (c) *Death of Participant On or After Distributions Begin.* Except as otherwise permitted by Section 401(a)(9) of the Code, if the Participant dies on or after distributions begin and before depleting his or her Account, distributions must commence to the Designated Beneficiary by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (d) *Forms of Distribution.* Unless the Participant's Account is distributed in the form of an annuity purchased from an insurance company or in a single-sum on or before the Automatic Distribution Date, as of the first Distribution Calendar Year, distributions will be made in accordance with Sections 7.06 and 7.07. If the Participant's Account is distributed in the form of an annuity contract purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Income Tax Regulations.

7.06 Required Minimum Distributions During Participant's Lifetime.

- (a) *Amount of Required Minimum Distribution for Each Distribution Calendar Year.* During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
- (1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Income Tax Regulations using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or
 - (2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q&A-3, of the Income Tax Regulations using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.
- (b) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions will be determined under this Section 7.06 beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

7.07 Required Minimum Distributions After Participant's Death.

- (a) *Death On or After Date Distributions Begin.*
- (1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:
 - (i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - (ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.
 - (iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
 - (2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) *Death Before Date Distributions Begin.*

- (1) Participant Survived by Designated Beneficiary. Except as permitted by Section 401(a)(9) of the Code, if the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in Section 7.07(a).
- (2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire Account will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 7.05(b)(1), this Section 7.07(b) will apply as if the surviving spouse were the Participant.

7.08 Definitions.

- (a) *Designated Beneficiary.* The individual who is a designated by the Participant (or the Participant's surviving spouse) as the Beneficiary of the Participant's interest under the Plan and who is the Designated Beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4 of the Income Tax Regulations.
- (b) *Distribution Calendar Year.* A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Automatic Distribution Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Sections 7.05(b) and (c). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Automatic Distribution Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Automatic Distribution Date occurs, will be made on or before December 31 of that Distribution Calendar Year.
- (c) *Life Expectancy.* Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Income Tax Regulations.
- (d) *Participant's Account Balance.* The Account Balance as of the last Accounting Date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contribution made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the Accounting Date and decreased by distributions made in the valuation calendar year after the Accounting Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

7.09 Unforeseeable Emergencies.

- (a) In the event an unforeseeable emergency occurs, a Participant, or a Beneficiary with a current unconditional right to all or a portion of the Participant's account balance under the Plan following the death of the Participant, may, unless otherwise elected by the Employer, apply to the Employer (or the Administrator, acting on behalf of the Employer) to receive that part of the value

of his or her Account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer (or the Administrator, acting on behalf of the Employer), the Participant or Beneficiary shall be paid only such amount as the Employer or Administrator deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship.

- (b) An unforeseeable emergency shall be deemed to involve only circumstances of severe financial hardship of a Participant or Beneficiary resulting from an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code); loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. The need to pay for the funeral expenses of a spouse or a dependent (as defined in Section 152 of the Code, and, for taxable years beginning on or after January 1, 2005, without regard to Sections 152(b)(1), (b)(2), and (d)(1)(B) of the Code) may also constitute an unforeseeable emergency. In addition, loss of property due to theft, legal bills involving criminal charges, and lost or reduced wages of the Participant's or Beneficiary's household may constitute an unforeseeable emergency if extraordinary, unforeseeable, and arising as a result of events beyond the control of the Participant or Beneficiary and otherwise meeting the conditions described in Section 7.09(a). Except as otherwise specifically provided in this Section 7.09(b), the purchase of a home and the payment of college tuition are not unforeseeable emergencies.
- (c) Unless otherwise elected by the Employer, the determination of any unforeseeable emergency will be expanded to include circumstances of severe financial hardship resulting from an illness or accident of a Primary Beneficiary or other similar extraordinary and unforeseeable circumstances of a Primary Beneficiary that result in a severe financial hardship.

7.10 In-Service Distribution of Rollover Contributions. Effective January 1, 2006, the Employer may elect to allow Participants to receive an in-service distribution of amounts attributable to rollover contributions to the Plan. If the Employer has elected to make such distributions available, a Participant that has a separate account attributable to rollover contributions to the Plan may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

7.11 In-Service Distribution to Participants Age 70½ or Older. Unless otherwise elected by the Employer, a Participant who has reached age 70½ and has not yet had a Severance Event, may, at any time, request a distribution of all or a part of his or her Account.

7.12 Distribution of De Minimis Accounts. Notwithstanding the foregoing provisions of this Article VII:

- (a) *Mandatory Distribution:* If the value of a Participant's Account is less than \$1,000, the Participant's Account shall be paid to the Participant in a single lump sum distribution, provided that:
 - (1) No amount has been deferred under the Plan with respect to the Participant during the

2-year period ending on the date of the distribution; and

- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

Notwithstanding any other provisions of the Plan to the contrary, if the amount of a Beneficiary's Account following notification of a Participant's death is less than \$1,000, the Beneficiary's Account may be paid to the Beneficiary in a single lump sum distribution.

- (b) *Voluntary Distribution:* If the value of the Participant's Account is at least \$1,000 but not more than the dollar limit under Section 411(a)(11)(A) of the Code, the Participant may elect to receive his or her entire Account in a lump sum payment if:

- (1) No amount has been deferred under the Plan with respect to the Participant during the 2-year period ending on the date of the distribution; and
- (2) There has been no prior distribution under the Plan to the Participant pursuant to this Section 7.12.

7.13 Deemed Severance from Employment.

- (a) Unless otherwise elected by the Employer, effective January 1, 2009, a Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) for more than thirty (30) days.
- (b) If a Participant receives a distribution pursuant to Section 7.13(a), then during the six-month period beginning on the date of the distribution the Participant shall not be permitted to defer compensation.
- (c) If a Participant receives a distribution which could be attributable to: (i) a deemed severance from employment described in subsection (a); or (ii) another distribution event under the Plan, then the distribution shall be considered made pursuant to the distribution event referenced in (ii), and the Participant shall not be subject to the limitation on elective deferrals or Voluntary Employee Contributions set forth in subsection (b).

7.14 Distributions for Health and Long-Term Care Insurance for Public Safety Officers.

- (a) If elected by the Employer, for Plan Years beginning after December 31, 2006, Eligible Retired Public Safety Officers may elect after separation from service to have up to \$3,000 distributed tax-free annually from the Plan in order to pay for Qualified Health Insurance Premiums for an accident or health plan (including a self-insured plan) or a qualified long-term care insurance contract. The Plan shall make such distributions directly to the provider of the accident or health plan or qualified long-term care insurance contract.
- (b) The term "Eligible Retired Public Safety Officer" means an individual who, by reason of disability or attainment of Normal Retirement Age, is separated from service as a Public Safety Officer with the Employer who maintains the eligible retirement plan from which distributions pursuant to this Section are made. The term "Public Safety Officer" has the same meaning given such term by Section 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968.
- (c) The term "Qualified Health Insurance Premiums" means premiums for coverage for the Eligible

Retired Public Safety Officer, his spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract (as defined in Code Section 7702B).

7.15 EESA Provisions. The provisions relating to qualified disaster recovery assistance distributions for Participants affected by certain 2008 severe storms, flooding, and tornadoes and repayment thereof, and relating to repayment of prior qualified distributions for home purchases, set forth in Section 702 of the Emergency Economic Stabilization Act of 2008 ("EESA") shall apply to the Plan.

7.16 KETRA and GOZA Provisions. The provisions relating to qualified hurricane distributions and repayment thereof set forth in Section 1400Q(a) of the Code, and relating to repayment of prior qualified distributions for home purchases set forth in Code Section 1400Q(b), shall apply to the Plan. These provisions added to the Code by the Katrina Emergency Tax Relief Act of 2005 ("KETRA") and the Gulf Opportunity Zone Act of 2005 (GOZA), permit plans to allow repayments of certain prior qualified distributions for home purchases for Participants affected by Hurricanes Katrina, Rita, and Wilma.

Article VIII. Loans to Participants

8.01 Availability of Loans to Participants.

- (a) If elected by the Employer, loans will be available to Participants in this Plan. A Participant may apply for a loan from the Plan subject to the limitations and other provisions of this Article.
- (b) The Employer shall establish written guidelines governing the granting of loans, provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Article, and that loans are made available to all applicable Participants on a reasonably equivalent basis.

8.02 Terms and Conditions of Loans to Participants.

Any loan by the Plan to a Participant under Section 8.01 of the Plan shall satisfy the following requirements:

- (a) *Availability.* Loans shall be made available to all Participants who are active employees on a reasonably equivalent basis. Loans shall not be made available to terminated Employees, Beneficiaries, or alternate payees.
- (b) *Interest Rate.* Loans must be adequately secured and bear a reasonable interest rate.
- (c) *Loan Limit.* No Participant loan shall exceed the present value of the Participant's Account.
- (d) *Foreclosure.* In the event of default on any installment payment, the outstanding balance of the loan shall be a deemed distribution. In such event, an actual distribution of a plan loan offset amount will not occur until a distributable event occurs in the Plan.
- (e) *Reduction of Account.* Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (f) *Amount of Loan.* At the time the loan is made, the principal amount of the loan plus the outstanding balance (principal plus accrued interest) due on any other outstanding loans to the Participant from the Plan and from all other plans of the Employer that are either eligible deferred compensation plans described in Section 457(b) of the Code or qualified employer

plans under Section 72(p)(4) of the Code shall not exceed the lesser of:

- (1) \$50,000, reduced by the excess (if any) of
 - (i) The highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the date on which the loan is made; over
 - (ii) The outstanding balance of loans from the Plan on the date on which such loan is made; or
- (2) One-half of the value of the Participant's interest in all of his or her Accounts under this Plan.

For the purpose of the above limitation, all loans from all qualified employer plans of the Employer under Code Section 72(p)(4) are aggregated.

- (g) *Application for Loan.* The Participant must give the Employer adequate written notice, as determined by the Employer, of the amount and desired time for receiving a loan. No more than one (1) loan may be made by the Plan to a Participant in any twelve-month period, unless a different period is elected by the Employer. No loan shall be approved if an existing loan from the Plan to the Participant is in default to any extent.
- (h) *Length of Loan.* Any loan issued shall require the Participant to repay the loan in substantially equal installments of principal and interest, at least monthly, over a period that does not exceed five (5) years from the date of the loan; provided, however, that if the proceeds of the loan are applied by the Participant to acquire any dwelling unit that is to be used within a reasonable time (determined at the time of the loan is made) after the loan is made as the principal residence of the Participant, the five (5) year limit shall not apply. In this event, the period of repayment shall not exceed a reasonable period determined by the Employer. Principal installments and interest payments otherwise due may be suspended for up to one (1) year during an authorized leave of absence, if the promissory note so provides, but not beyond the original term permitted under this subsection (h), with a revised payment schedule (within such term) instituted at the end of such period of suspension.
- (i) *Prepayment.* The Participant shall be permitted to repay the loan in whole or in part at any time prior to maturity, without penalty.
- (j) *Promissory Note.* The loan shall be evidenced by a promissory note executed by the Participant and delivered to the Employer, and shall bear interest at a reasonable rate determined by the Employer.
- (k) *Security.* The loan shall be secured by an assignment of the participant's right, title and interest in and to his or her Account.
- (l) *Assignment or Pledge.* For the purposes of paragraphs (f) and (g), assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan.
- (m) *Other Terms and Conditions.* The Employer shall fix such other terms and conditions of the loan as it deems necessary to comply with legal requirements, to maintain the eligibility of the Plan and Trust under Section 457 of the Code, or to prevent the treatment of the loan for tax purposes as a distribution to the Participant. The Employer, in its discretion for any reason, may also fix other terms and conditions of the loan, not inconsistent with the provisions of this Article, including:
 - (1) the circumstances under which a loan becomes immediately due and payable, provided, however, with respect loans issued after December 31, 2012, that the loan program shall

not provide that a loan becomes due and payable solely because the Participant requests or receives a partial distribution of the Participant's account balance after termination of employment;

- (2) rules relating to reamortization of loans; and
- (3) rules relating to refinance of loans.

8.03 Participant Loan Accounts.

- (a) Upon approval of a loan to a Participant by the Employer, an amount not in excess of the loan shall be transferred from the Participant's other investment fund(s), described in Section 6.05 of the Plan, to the Participant's loan account as of the Accounting Date immediately preceding the agreed upon date on which the loan is to be made.
- (b) The assets of a Participant's loan account may be invested and reinvested only in promissory notes received by the Plan from the Participant as consideration for a loan permitted by Section 8.01 of the Plan or in cash. Uninvested cash balances in a Participant's loan account shall not bear interest. Neither the Employer, the Administrator, nor any other person shall be liable for any loss, or by reason of any breach, that results from the Participant's exercise of such control.
- (c) Repayment of principal and payment of interest shall be made by payroll deduction or, Automated Clearing House (ACH) transfer, or with respect to a terminated Employee solely by ACH, and shall be invested in one (1) or more other investment funds, in accordance with Section 6.05 of the Plan, as of the next Accounting Date after payment thereof to the Trust. The amount so invested shall be deducted from the Participant's loan account. A payment intended to be a prepayment or payment of the loan in full may also be made by cashier's check or money order, and shall be invested in accordance with this provision.
- (d) The Employer shall have the authority to establish other reasonable rules, not inconsistent with the provisions of the Plan, governing the establishment and maintenance of Participant loan accounts.

Article IX. Roth Provisions

This Article IX has no effect unless and until the Employer affirmatively elects to offer Designated Roth Accounts.

9.01 Definitions. The following definitions shall apply for purposes of this Article IX.

- (a) *Designated Roth Account.* A bookkeeping account established and maintained to record the Participant's Roth Elective Deferrals, In-Plan Roth Conversions, rollovers from designated Roth account under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Designated Roth Account.
- (b) *In-Plan Roth Conversion.* (1) A distribution from a Participant's Pre-Tax Account that is rolled over to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(B); or (2) A transfer from an amount in the Participant's Pre-Tax Account not otherwise distributable from the Plan to the Participant's Designated Roth Account under the Plan, as described in Code Section 402A(c)(4)(E), to the extent permitted by Section 9.05(e).
- (c) *Pre-Tax Account.* A bookkeeping account established and maintained to record the portion of the Participant's Account attributable to amounts other than Roth Elective Deferrals, In-Plan

Roth Conversions, rollovers from designated Roth accounts under other eligible retirement plans, and the income gains and losses thereon. Unless specifically stated otherwise, all references in the Plan to a Participant's Account shall include a Participant's Pre-Tax Account.

- (d) *Qualified Roth Contribution Program.* A program described in paragraph (1) of Code Section 402A(b), under which a Participant may make Roth Elective Deferrals in lieu of all or a portion of the elective deferrals the Participant is otherwise eligible to make under the Plan.
- (e) *Roth Elective Deferrals.* Deferred Includible Compensation contributed pursuant to Section 9.02 by a Participant, which amounts are:
 - (1) designated irrevocably by the Participant at the time of the deferral election as a Roth elective deferral that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
 - (2) treated by the Employer as includible in the Participant's income at the time the Participant otherwise would have received that amount as Includible Compensation.

9.02 Permitted Roth Elective Deferrals

- (a) If the Employer elects to offer Designated Roth Accounts, as of the effective date of such election, a Participant shall be permitted to make Roth Elective Deferrals from his or her Includible Compensation in such amount or percentage as may be specified in the Joinder Agreement. A Participant's Roth Elective Deferrals will be allocated to a separate Designated Roth Account maintained for such deferrals as defined in Section 9.01(a) above.
- (b) Unless specifically stated otherwise, Roth Elective Deferrals will be treated as Deferred Compensation for all purposes under the Plan.

9.03 Separate Accounting

- (a) Contributions and withdrawals of Roth Elective Deferrals, In-Plan Roth Conversions and rollovers from a designated Roth account under an eligible retirement plan will be credited and debited to a Participant's Designated Roth Account.
- (b) The Plan will maintain a record of the amount of Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan in each Participant's Designated Roth Account.
- (c) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Designated Roth Account and Pre-Tax Account under the Plan.
- (d) No contributions other than Roth Elective Deferrals, In-Plan Roth Conversions, and rollovers from a designated Roth account under an eligible retirement plan and properly attributable earnings thereon will be credited to each Participant's Designated Roth Account.

9.04 Direct Rollovers

- (a) Notwithstanding anything to the contrary in the Plan, a direct rollover of a distribution from a Designated Roth Account under the Plan shall be made only to another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code or to a Roth IRA described in Section 408A of the Code, and only to the extent the rollover is permitted under the

rules of Section 402(c) of the Code.

- (b) Notwithstanding anything to the contrary in the Plan, unless otherwise elected by the Employer, the Plan will accept a rollover contribution to a Designated Roth Account only if it is a direct rollover from another designated Roth account under an eligible retirement plan described in Section 402A(e)(1) of the Code, or if the rollover is an In-Plan Roth Conversion defined in Section 10.05.
- (c) Eligible rollover distributions from a Participant's Designated Roth Account are taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

9.05 In-Plan Roth Conversions. Unless otherwise elected by the Employer, as of the effective date of this Article the Plan shall allow for In-Plan Roth Conversions.

- (a) *Tax Treatment.* The amount of an In-Plan Roth Conversion shall be includible in the Participant's gross income, as though it were not part of a qualified rollover contribution.
- (b) *Irrevocability.* Any election made by the Participant pursuant to Section 9.05(a) to do an In-Plan Roth Conversion shall be irrevocable.
- (c) *Treatment of Loans.* Outstanding plan loans shall be excluded from In-Plan Roth Conversions. Notwithstanding anything herein to the contrary, an In-Plan Roth Conversion shall not accelerate or otherwise cause a Participant to default on an outstanding plan loan.
- (d) *Spousal Consent.* Notwithstanding anything herein to the contrary, if the Plan requires spousal consent for a distribution, a married Participant shall not be required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion.
- (e) *In-Plan Roth Conversions of Non-Distributable Amounts.* Effective January 1, 2013, a Participant may transfer, as part of an In-Plan Roth Conversion, an amount that is not otherwise distributable from the Participant's Pre-Tax Account to the Participant's Designated Roth Account. Such transfer shall be treated as a distribution which was contributed in a qualified rollover contribution within the meaning of Code Section 408A(e). Any distribution restrictions that were applicable to the amount before the In-Plan Roth Conversion shall apply to such amount (and earnings and losses thereon) in the Participant's Designated Roth Account. If the Participant's Account or a portion of the Account is subject to a vesting schedule, an In-Plan Roth Conversion is available only if the Account or portion of the Account is fully vested. The Participant may not transfer under this Section 9.05(e) any portion of the Account that is partially vested.

9.06 Availability of Loans from Designated Roth Accounts. A Participant's Designated Roth Account balance can be included to determine a Participant loan amount under Article VIII. However, unless the Employer elects otherwise, Designated Roth Accounts will not be available as a source for loans under the Plan.

Article X. Non-Assignability

10.01 General. Except as provided in Article VIII and Section 10.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

10.02 Domestic Relations Orders.

- (a) *Allowance of Transfers:* To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) that (1) relates to the provision of child support, alimony payments, or marital property rights and (2) is made pursuant to a state domestic relations law, and (3) is permitted under Sections 414(p)(11) and (12) of the Code, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, child, or other dependent of the Participant (an "Alternate Payee"). Where necessary to carry out the terms of such an order, a separate Account shall be established with respect to the Alternate Payee who shall be entitled to make investment selections with respect thereto in the same manner as the Participant. Any amount so set aside for an Alternate Payee shall be paid in accordance with the form and timing of payment specified in the order. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Section 457(b) of the Code and is explicitly permitted under the uniform procedures described in Section 10.02(d) below. Notwithstanding the foregoing sentence, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State, then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order. Any payment made to a person pursuant to this Section shall be reduced by any required income tax withholding. An Account maintained by the Alternate Payee shall otherwise be treated as if it were a Participant Account.
- (b) *Release from Liability to Participant:* The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to an Alternate Payee to paragraph (a) of this Section and the Participant and his or her Beneficiaries shall be deemed to have released the Employer and the Plan Administrator from any claim with respect to such amounts.
- (c) *Participation in Legal Proceedings:* The Employer and Administrator shall not be obligated to defend against or set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Administrator to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Administrator shall be authorized to disclose information relating to the Participant's Account to the Alternate Payee (including the legal representatives of the Alternate Payee), or to a court.
- (d) *Determination of Validity of Domestic Relations Orders:* The Administrator shall establish uniform procedures for determining the validity of any domestic relations order. The Administrator's determinations under such procedures shall be conclusive and binding on all parties and shall be afforded the maximum amount of deference permitted by law.

10.03 IRS Levy. Notwithstanding Section 10.01, the Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an

unpaid tax assessment against the Participant or Beneficiary.

- 10.04 Mistaken Contribution.** To the extent permitted by applicable law, if any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.
- 10.05 Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such persons as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.
- 10.06 Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Employer or Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guarantee Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within six (6) months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust shall continue to hold the benefits due such person to the extent consistent with applicable law.

Article XI. Relationship to Other Plans and Employment Agreements

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

Article XII. Amendment or Termination of Plan

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least thirty (30) days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer. Such amendment shall become effective unless, within the 30-day period beginning on the date the Administrator transmits such amendment, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as

Administrator hereunder.

The Employer may at any time terminate this Plan. In the event of termination, assets of the Plan shall be distributed to Participants and Beneficiaries as soon as administratively practicable following termination of the Plan. Alternatively, assets of the Plan may be transferred to an eligible deferred compensation plan maintained by another eligible governmental employer within the same State if (a) all assets held by the Plan are transferred; (b) the receiving plan provides for the receipt of transfers; (c) the Participants and Beneficiaries whose deferred amounts are being transferred will have an amount immediately after the transfer at least equal to the deferred amount immediately before the transfer; and (d) the Participants or Beneficiaries whose deferred amounts are being transferred are not eligible for additional annual deferrals in the receiving plan unless the Participants or Beneficiaries are performing services for the employer maintaining the receiving plan. In addition, unless otherwise prohibited by applicable law, with respect to Participants or Beneficiaries who cannot be located or who do not elect otherwise, the assets held in the accounts of such Participants or Beneficiaries may be transferred to an individual retirement plan (as defined in Section 7701(a)(37) of the Code) selected by the Employer.

Except as may be required to maintain the status of the Plan as an eligible deferred compensation plan under Section 457(b) of the Code or to comply with other applicable laws, no amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

Article XIII. Applicable Law

This Plan and Trust shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible deferred compensation plan" under Section 457(b) of the Code, as amended. The provisions of this Plan and Trust shall be interpreted wherever possible in conformity with the requirements of that Section of the Code.

In addition, notwithstanding any provision of the Plan to the contrary, the Plan shall be administered in compliance with the requirements of Section 414(u) of the Code.

Article XIV. Miscellaneous Items

- 14.01** Gender and Number. The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.
- 14.02** Electronic Communication and Consent. Unless expressly required otherwise, where this Plan provides that a document, election, notification, direction, signature, or consent will be in writing, such writing may occur through an electronic medium, including but not limited to electronic mail, intranet or internet web posting and online account access, to the fullest extent permitted by applicable law.

DECLARATION OF TRUST

This Declaration of Trust (the "Group Trust Agreement") is made as of the 19th day of May, 2001, by VantageTrust Company, which declares itself to be the sole Trustee of the trust hereby created.

WHEREAS, the ICMA Retirement Trust was created as a vehicle for the commingling of the assets of governmental plans and governmental units described in Section 818(a)(6) of the Internal Revenue Code of 1986, as amended, pursuant to a Declaration of Trust dated October 4, 1982, as subsequently amended, a

copy of which is attached hereto and incorporated by reference as set out below (the "ICMA Declaration"); and

WHEREAS, the trust created hereunder (the "Group Trust") is intended to meet the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, and is established as a common trust fund within the meaning of Section 391:1 of Title 35 of the New Hampshire Revised Statutes Annotated, to accept and hold for investment purposes the assets of the Deferred Compensation and Qualified Plans held by and through the ICMA Retirement Trust.

NOW, THEREFORE, the Group Trust is created by the execution of this Declaration of Trust by the Trustee and is established with respect to each Deferred Compensation and Qualified Plan by the transfer to the Trustee of such Plan's assets in the ICMA Retirement Trust, by the Trustees thereof, in accord with the following provisions:

- (a) Incorporation of ICMA Declaration by Reference; ICMA By-Laws. Except as otherwise provided in this Group Trust Agreement, and to the extent not inconsistent herewith, all provisions of the ICMA Declaration are incorporated herein by reference and made a part hereof, to be read by substituting the Group Trust for the Retirement Trust and the Trustee for the Board of Trustees referenced therein. In this respect, unless the context clearly indicates otherwise, all capitalized terms used herein and defined in the ICMA Declaration have the meanings assigned to them in the ICMA Declaration. In addition, the By-Laws of the ICMA Retirement Trust, as the same may be amended from time-to-time, are adopted as the By-Laws of the Group Trust to the extent not inconsistent with the terms of this Group Trust Agreement.

Notwithstanding the foregoing, the terms of the ICMA Declaration and By-Laws are further modified with respect to the Group Trust created hereunder, as follows:

1. any reporting, distribution, or other obligation of the Group Trust vis-à-vis any Deferred Compensation Plan, Qualified Plan, Public Employer, Public Employer Trustee, or Employer Trust shall be deemed satisfied to the extent that such obligation is undertaken by the ICMA Retirement Trust (in which case the obligation of the Group Trust shall run to the ICMA Retirement Trust); and
 2. all provisions dealing with the number, qualification, election, term and nomination of Trustees shall not apply, and all other provisions relating to trustees (including, but not limited to, resignation and removal) shall be interpreted in a manner consistent with the appointment of a single corporate trustee.
- (b) *Compliance with Revenue Procedure 81-100.* The requirements of Revenue Procedure 81-100 are applicable to the Group Trust as follows:
1. Pursuant to the terms of this Group Trust Agreement and Article X of the By-Laws, investment in the Group Trust is limited to assets of Deferred Compensation and Qualified Plans, investing through the ICMA Retirement Trust.
 2. Pursuant to the By-Laws, the Group Trust is adopted as a part of each Qualified Plan that invests herein through the ICMA Retirement Trust.
 3. In accord with the By-Laws, that part of the Group Trust's corpus or income which equitably belongs to any Deferred Compensation and Qualified Plan may not be used for or diverted to any purposes other than for the exclusive benefit of the Plan's employees or their beneficiaries who are entitled to benefits under such Plan.

- 4 In accord with the By-Laws, no Deferred Compensation Plan or Qualified Plan may assign any or part of its equity or interest in the Group Trust, and any purported assignment of such equity or interest shall be void.
- (c) *Governing Law.* Except as otherwise required by federal, state or local law, this Declaration of Trust (including the ICMA Declaration to the extent incorporated herein) and the Group Trust created hereunder shall be construed and determined in accordance with applicable laws of the State of New Hampshire.
- (d) *Judicial Proceedings.* The Trustee may at any time initiate an action or proceeding in the appropriate state or federal courts within or outside the state of New Hampshire for the settlement of its accounts or for the determination of any question of construction which may arise or for instructions.

IN WITNESS WHEREOF, the Trustee has executed this Declaration of Trust as of the day and year first above written.

VANTAGETRUST COMPANY

MISSIONSQUARE RETIREMENT

**777 NORTH CAPITOL STREET, NE
WASHINGTON, DC 20002-4240**

800-669-7400

WWW.MISSIONSQ.ORG

55108-1121-454



Administrative Report

TO: Honorable City Council

FROM: Ben Harvey, City Manager

MEETING DATE: December 09, 2025

SUBJECT: Approval of MOU with HELP of Ojai for Care Pod

RECOMMENDATION

That the City Council authorize the City Manager to execute a Memorandum of Understanding (MOU) between the City and HELP of Ojai regarding the operation of Care Pod and authorize the City Manager to sign the MOU (Attachment A).

DISCUSSION

At the City's request, HELP of Ojai has agreed to host "Care Pods" or individual shower pods at 108 S. Montgomery Street for residents experiencing homelessness, including the participants of the Ojai Tent Town program.

The County of Ventura holds a separate MOU with the Help of Ojai to transport and set up the Care Pod at the designated location at no cost to HELP of Ojai or the City of Ojai.

In support of the program, staff proposes that the City waive permit fees, provide necessary permits, and pay for the water specifically used to support the Care Pods. The proposed MOU memorializes the City's assistance and HELP of Ojai's services into a binding agreement that would be in place while HELP of Ojai continues to offer the services pursuant to their agreement with the County.

Ojai Tent Town can serve up to (30) thirty participants with only one outdoor makeshift shower that is connected to a travel trailer which helps to provide heated water to the outdoor shower, creating a significant shortage of adequate hygiene facilities. This insufficient infrastructure presents serious challenges to the health, dignity, and well-being of these community members.

Most residents will be able to transport themselves either by foot, vehicle or bicycle to the Care Pod located at the HELP of Ojai. When needed residents who cannot transport themselves will be transported by HELP of Ojai through an existing agreement with the City for ADA transportation.

FISCAL IMPACT

Permit fees totaling \$174.00 would be waived by the City for this project if the MOU is

approved. The financial impact of water usage associated with the care pod cannot be determined at this time. Staff will monitor water usage and billing after at least one full billing cycle of active use to establish a baseline and evaluate cost implications. The current average monthly water cost at Help of Ojai is \$57.98, which will serve as the baseline for assessing any changes in usage and billing resulting from the Care Pod program.

Prepared by: Ben Harvey, City Manager and Bridget Mara, Admin Analyst I

ATTACHMENT(S)

- A. Memorandum of Understanding between City and HELP of Ojai

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COUNTY OF VENTURA CONTRACT NUMBER #

CONTRACT

This Contract entered into this 6th day of March 2025, by, and between, the **COUNTY OF VENTURA**, a political subdivision of the State of California, hereinafter called "COUNTY" and **HELP OF OJAI**, a Nonprofit Corporation in the State of California, hereinafter called "CONTRACTOR."

WITNESSETH

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the County has the authority to engage independent contractors to perform services for the COUNTY, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of providing services as described in the attached Exhibit "A" (SCOPE OF WORK).

NOW, THEREFORE, IT IS HEREBY AGREED by the Parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth below and in the attached Exhibit "A" (SCOPE OF WORK), which is incorporated in this Contract.

2. PAYMENTS

There is no fiscal impact with this Contract.

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services for CONTRACTOR pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the Parties hereto that, except as provided in this Contract, CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the COUNTY from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the COUNTY, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

CONTRACTOR will not assign this Contract or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect from March 6, 2025, through June 30, 2026.

This contract may, upon mutual agreement and the execution of an amendment by both parties, be extended for up to two (2) additional one-year terms, to run with each fiscal year (July 1 to June 30).

6. TERMINATION

The County Purchasing Agent may terminate this Contract at any time for any reason by providing 30 days' written notice to CONTRACTOR. On completion or termination of this Contract, COUNTY will be entitled to immediate possession of and CONTRACTOR will furnish on request, all computations, plans, correspondence and other pertinent data gathered or computed by CONTRACTOR for this particular Contract prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Contract except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the COUNTY may be exercised without prejudice to any other remedy to which COUNTY may be entitled at law or under this Contract.

7. DEFAULT

If CONTRACTOR defaults in the performance of any term or condition of this Contract, CONTRACTOR must cure that default by a satisfactory performance within 10 days after service upon CONTRACTOR of written notice of the default. If CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this Contract without further notice. The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

Each Party shall defend the other Party and their respective officers, directors, and employees (the "*Indemnified Parties*") for, from, and against any third-party claims, actions, suits, or proceedings, to the extent resulting from or based upon a claim: alleging that the negligence of a Party caused bodily injury or damage to property of the third party. Nothing contained herein will be construed as prohibiting any indemnified Parties from retaining their own legal counsel and defending any action or suits brought against them. In such event, the Indemnified Parties will be liable for their respective costs and fees incurred in defense of any such claim, action, or suit.

9. INSURANCE PROVISIONS

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:

- 1) General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.

2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured /Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.

3) Workers Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.

B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.

C) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D) The COUNTY, and any applicable Special Districts are to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Contract for General Liability Insurance.

E) CONTRACTOR agrees to waive all rights of subrogation against the COUNTY, Its Boards, Agencies, Departments, Officers, Employees, Agents and Volunteers for losses arising from work performed by CONTRACTOR under the terms of this Contract.

F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days written notice has been given to COUNTY. CONTRACTOR will provide prompt written notice of non-renewal, termination or diminution below required limits to COUNTY's Risk Management Division, located at 800 S. Victoria Ave., Ventura, CA 93009.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Contract:

1. Certificates of Insurance for all required coverage.

2. Additional Insured endorsement for General Liability Insurance.

3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

H) If self-insured, Help of Ojai may provide COUNTY with certificates of self-insurance.

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

10. NON-DISCRIMINATION

A) General.

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

B) Employment.

CONTRACTOR will ensure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. CONTRACTOR's personnel policies will be made available to COUNTY upon request.

11. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract no person having such interest will be employed or retained by CONTRACTOR under this Contract.

12. CONFIDENTIALITY

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Contract which COUNTY requests in writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

CONTRACTOR and COUNTY shall maintain in strict confidence all confidential information they receive or have access to unless disclosure is required by law or legal process. This paragraph shall survive the termination of this agreement for any reason. "Confidential Information" means all information relating to COUNTY, CONTRACTOR and their affiliates, written or oral, including but not limited to trade secrets, financial data, and analysis, information about operations, business models and plans, and other proprietary information. The parties acknowledge that this Contract is not "confidential" and may be made available to those requesting it under the California Public Records Act.

13. NOTICES

All notices required under this Contract will be made in writing and addressed or delivered as follows:

County

County of Ventura
GSA Procurement Services
800 South Victoria Avenue, L#1080
Ventura, CA 93009

Contractor

Help of Ojai
108 S. Montgomery St.
Ojai, CA 93023

Either Party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

14. MERGER

This Contract supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY, with respect to the subject of this Contract. This Contract contains all of the covenants and contracts between the Parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of COUNTY except those covenants and contracts embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

15. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

16. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

17. CUMULATIVE REMEDIES

The exercise or failure to exercise of legal rights and remedies by the COUNTY in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

18. COMPLIANCE WITH LAWS

Each Party to this Contract will comply with all applicable laws.

19. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Contract as of the date identified above.

COUNTY OF VENTURA

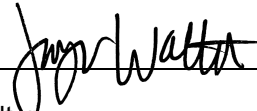
Authorized Signature: _____

Printed Name: Peter Berry

Title: Interim Buyer

Date: July 14, 2025

HELP OF OJAI

Authorized Signature: 

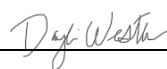
Printed Name: Jayn Walter

Title: Executive Director

Date: 7/10/25

Tax Identification Number: 95-2872549

HELP OF OJAI

Authorized Signature: 

Printed Name: _____

Title: _____

Date: _____

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer or Treasurer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the company for this Agreement.

EXHIBIT “A”
SCOPE OF WORK

Project Title:

Mobile Outreach Care Pod Placement and Operation

Program Purpose:

Provide mobile hygiene services to individuals experiencing homelessness in Ventura County through the placement and operation of a Care Pod at 108 S. Montgomery Street, Ojai, California.

Eligibility (Population Subset)

Serve Help of Ojai clients who need access to the Care Pod.

Services and Responsibilities:

The Outreach Care Pod program will provide mobile bathing units for the homeless population. The County and the Help of Ojai agree to the following responsibilities.

Help of Ojai Agrees to:

- 1) Operate the Care Pod strictly for the purpose of providing bathing units to the homeless population.
- 2) Maintain and clean the Care Pod after each use and ensure that all “above grate” surfaces, equipment, and areas are properly sanitized.
- 3) Be financially and logistically responsible for conducting weekly deep cleaning and sanitation of the unit’s “below grate” areas
- 4) Prepare and maintain the designated site, ensure the area remains clean and operational.
- 5) Be responsible for managing the use of the Care Pod limiting any negative impacts on the environment and a “good neighbor” approach.
- 6) Procure and maintain necessary insurance coverage, including:
 - a) Risk insurance covering the Care Pod at full replacement value, naming the County as a loss payee.
 - b) Public liability and property damage insurance, naming the County as an additional insured entity.
- 7) Maintain the Care Pod in the same condition as when the Parties entered into this agreement.
- 8) Keep the Care Pod at the designated property and shall not move, transfer the Care Pod without prior written consent/approval from the County management.
- 9) Refrain from altering, painting, or modifying the unit in any way.
- 10) Promptly submit incident reports to County management with any damage, safety concerns, or operational issues related to the Care Pod.
- 11) Provide any additional documentation requested by the County staff
- 12) Notify the County promptly if conditions arise that affect Help of Ojai’s ability to operate the Care Pod.
- 13) Provide access to restrooms for clients of the Care Pod during its hours of operation.

- 14) Provide all necessary hygiene supplies for the Care Pod's operation.
- 15) Ensure necessary utilities and staff oversight for the Care Pod's operation. Including but not limited to:
 - a.) Water and power supply when operating the Care Pod.
 - b.) Managing drainage and waste disposal.
 - c.) Supplying volunteers and staff to supervise operations.
 - d.) Securing and locking of the Care Pod when not in use.
- 16) Obtain required permits from the municipality in which the Care Pod will operate.
- 17) Be responsible for the cost of minor damage and normal wear and tear to the Care Pod valued under \$50,000.

County Agrees to:

- 1) County is the sole transporter of the Care Pod.
- 2) County will transport and set up the Care Pod at the designated location.
- 3) County will be responsible for any damage to the Care Pod resulting from the placement, removal, or operation of the Care Pod only in cases of significant damage greater than \$50,000. Minor damage or normal wear and tear will not be covered.
- 4) The County may temporarily remove the Care Pod from property at any time.



Administrative Report

TO: Honorable City Council

FROM: Lucas Seibert, Community Development Director
Stephanie Spieler, Building Official

MEETING DATE: December 9, 2025

SUBJECT: SECOND READING | Adoption of Ordinance Adopting the 2025 California Building Codes

RECOMMENDATION

Conduct second reading, waiving the reading of the full text, and adopt Ordinance No. 969 adopting the 2025 California Building Codes, by reading of the title as stated in the agenda.

DISCUSSION

The State's Health and Safety Code, Section 17950, mandates the California Building Standards Commission adopt and publish the California Codes, Title 24, known as the California Code of Regulations.

Every three years, the codes are published to incorporate all code changes accepted by a majority vote of members at the annual code development meetings. As a result, the new codes will become effective statewide on January 1, 2026. (See attached Bulletin 25-01 from the Building Standards Commission), (Exhibit "A"). Each jurisdiction in the State is mandated to adopt the California Code of Regulations, Title 24, and make amendments to the codes that are reasonably necessary because of local climatic, geological, or topographical conditions.

ANALYSIS

The following codes are mandated by the State of California Building Standards, Commission Information Bulletin 25-01, for local adoption by January 1, 2026. The codes include:

- 2025 California Building Code, Volumes 1 and 2
- 2025 California Fire Code
- 2025 California Existing Building Code
- 2025 California Historical Code
- 2025 California Energy Code, including the amendments for Single Family Residential Flex-Path provisions
- 2025 Administrative Code
- 2025 California Referenced Standards Code
- 2025 California Residential Code

- 2025 California Green Building Standards Code
- 2025 California Mechanical Code
- 2025 California Electrical Code
- 2025 California Plumbing Code
- 2025 California Wildland-Urban Interface Code
- 2024 International Property Maintenance Code
- 1997 Uniform Code for Abatement of Dangerous Buildings

The 2025 California Fire Code and 2025 California Wildland-Urban Interface Code listed above will be introduced by the Fire Department in a separate staff report.

The State has established the 2024 Editions of the International Codes as the basis for the 2025 California Codes. Likewise, the 2024 Editions of the Uniform Mechanical and Plumbing Codes developed by the International Association of Plumbing and Mechanical Officials as the basis for the 2025 California Plumbing and Mechanical Codes. The 2023 Edition of the National Electrical Code developed by the National Fire Protection Association are the basis of the corresponding 2025 Edition of the California Electrical Code.

The California Residential Code (CRC) will address the structural and life safety aspects of one- and two-family dwellings and townhouses not more than three stories. Electrical, plumbing, and mechanical conditions will still be addressed by the appropriate California Code Books.

The California Green Building Standards Code addresses such conditions as site development, water savings, recycling, and material selection. In addition, issues such as moisture control, interior and exterior air quality and compliance with California Title 24 requirements as addressed. Environmental quality issues of concern involve the use of materials that produce volatile organic compounds such as composite wood products, paints, adhesives, and carpets.

The proposed amendments are added to the existing chapters of the Ojai Municipal Code Title 9, by adding the 2025, California Code of Regulations.

The California Wildland-Urban Interface Code is required to be adopted by all jurisdictions within the State of California and will only be enforced for areas that are in fire hazard severity zones as identified by the state fire marshal severity hazard zone maps. The intent of the California Wildland-Urban Interface Code is to be able to construct new buildings and additions that are located in fire zones with fire resistant materials such as noncombustible siding and overhangs, tempered or 20-minute rated glazing (windows), ember resistive attic and crawl space vents as well as provide defensible spaces around the structure. Majority of the code requirements that are set forth in the California Wildland-Urban Interface Code are carried over from Chapter 7A of the California Building Code and Section R337 of the California Residential Code, which had previously been adopted.

Single-Family Residential “FlexPath” Program

The City of Ojai’s Single-Family Residential “FlexPath” program is a local energy-efficiency ordinance that applies to remodels and additions of existing single-family homes. Instead

of mandating one rigid set of upgrades, it provides a flexible compliance path allowing homeowners to choose from various energy-saving and electrification measures—such as improved insulation, efficient HVAC systems, and electric appliances—to meet performance goals. The program aims to reduce greenhouse gas emissions, improve home energy performance, and support the city’s sustainability objectives while accommodating different project types and budgets. Certain projects, such as small additions or affordable housing units, may qualify for exemptions.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 2 - Wildfire Safety and Risk Mitigation

Goal No. 5 - Public Safety

OPTIONS

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

FISCAL IMPACT

Willdan Engineering could purchase a new set of the 2025 code books for the City of Ojai’s Building & Safety Division at a cost of approximately \$1,600. Alternatively, these codes are transposed online at no charge via <https://www.dgs.ca.gov/bsc/codes>. The cost for these updated code books is covered under the existing Willdan contract services; therefore there is no additional fiscal impact on the City of Ojai either way.

Prepared by: Lucas Seibert, Community Development Director

ATTACHMENT

- A. Ordinance No. 969

CITY OF OJAI
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, CALIFORNIA CODE OF REGULATIONS – TITLE 24, THE 2025 CALIFORNIA BUILDING STANDARDS CODE, INCLUDING (1) CALIFORNIA BUILDING CODE, VOLUMES 1 & 2, 2025 EDITION; WITH APPENDICES I AND J; (2) CALIFORNIA ELECTRICAL CODE, 2025 EDITION; (3) CALIFORNIA PLUMBING CODE, 2025 EDITION, WITH APPENDICES H AND L; (4) CALIFORNIA MECHANICAL CODE, 2025 EDITION; (5) CALIFORNIA ADMINISTRATIVE CODE, 2025 EDITION; (6) CALIFORNIA ENERGY CODE, 2025 EDITION; (7) CALIFORNIA REFERENCE STANDARDS, 2025 EDITION; (8) CALIFORNIA EXISTING BUILDING CODE, 2022 EDITION; (9) CALIFORNIA RESIDENTIAL CODE, 2022 EDITION, WITH APPENDIX AH; (10) CALIFORNIA GREEN BUILDING STANDARDS CODE, 2025 EDITION; (11) CALIFORNIA FIRE CODE, 2025 EDITION; (12) CALIFORNIA WILD LAND INTERFACE CODE 2025 AND ADOPTING LOCAL AMENDMENTS THERETO IN ACCORDANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 17922, 17958, 17958.5, 17958.7, AND 18941.5 AND FINDING THAT THE ADOPTION OF THIS AMENDMENT IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, the City Council of the City of Ojai does hereby find that there is a need to enforce the 2025 edition of the California Building Standards Code (“CBSC”), (1) California Building Code, Volumes 1 & 2, 2025 Edition; with Appendices I and J; (2) California Electrical Code, 2025 Edition; (3) California Plumbing Code, 2025 Edition, with Appendices H and L; (4) California Mechanical Code, 2025 Edition; (5) California Administrative Code, 2025 Edition; (6) California Energy Code, 2025 Edition; (7) California Reference Standards, 2025 Edition; (8) California Existing Building Code, 2025 Edition; (9) California Residential Code, 2025 Edition, with Appendix AH; (10) California Green Building Standards Code, 2025 Edition; (11) California Fire Code, 2025 Edition; Wild Land Urban Interface Code, 2025 Edition; with local amendments thereof, as recited herein for regulating and controlling the design, erection, construction, conversion, height and area, location and maintenance, and quality of materials of all buildings and structures and plumbing, mechanical, electrical and fire suppression systems and certain equipment within the City; and

WHEREAS, pursuant to sections 17922, 17958, 17958.5, 17958.7 and 18941.5 of the California Health & Safety Code, the City may adopt the provisions of the California Building, Plumbing, Mechanical, and Electrical Codes, with certain amendments to the provisions to the

codes, which are reasonably necessary to protect the health and welfare of the citizens of Ojai because of local climatic, geological, or topographical conditions; and

WHEREAS, California Health and Safety Code section 17958 requires that cities adopt building regulations that are substantially the same as those adopted by the California Building Standards Commission and contained in the 2025 California Building Standards Code; and

WHEREAS, the 2025 California Energy Code is Part 6 of the 2025 California Building Standards Code which implements minimum energy efficiency standards in buildings through mandatory requirements, prescriptive standards, and performance standards; and

WHEREAS, California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5 provide that the City of Ojai may make changes or modifications to the building standards contained in the 2025 California Building Standards Code based upon express findings that such changes or modifications are reasonably necessary because of local climatic, geological or topographical conditions and such changes support the City of Ojai's General Plan; and

WHEREAS, local governments may adopt energy conservation or energy insulation standards that differ from the California Energy Code with California Energy Commission approval, provided that local governments demonstrate, pursuant to Public Resources Code section 25402.1 (h)(2) that the requirements of their proposed standards are cost effective and do not result in buildings that consume more energy than is permitted by Title 24; and

WHEREAS, the proposed local amendments to the 2025 California Energy Code are necessary to implement a local code amendment that is adopted to align with the City of Ojai's General Plan, permit mixed-fuel residential construction consistent with federal law, and incentivize all-electric construction as part of an adopted greenhouse gas emissions reduction strategy; and

WHEREAS, greenhouse gas accumulation in the atmosphere as the result of human activity is the primary cause of the global climate crisis; and

WHEREAS, in California alone, the initial impacts of climate change have resulted in unprecedented disasters with tremendous human, economic, and environmental costs; and

WHEREAS, the Intergovernmental Panel on Climate Change estimates that global emissions need to be reduced by 45 percent from 2010 levels by 2030, and 100 percent by 2050 to prevent global catastrophe; and

WHEREAS, the State of California enacted Assembly Bill (AB) 1279 to require statewide carbon neutrality "as soon as possible," but no later than 2045; and

WHEREAS, residents and businesses have repeatedly identified climate action as a top community priority; and

WHEREAS, the City of Ojai strives to be a leader in combatting climate change, and committed to support the principles the Paris Climate agreement and supports a transition to 100% clean energy; and

WHEREAS, Resolution No. 19-30 directed the City to initiate a just global emergency mobilization effort to reverse global warming by reducing greenhouse gas emissions and safely draw down carbon from the atmosphere as quickly as possible; and

WHEREAS, the City formed a Climate Emergency Mobilization Committee which identified energy efficiency measures and electrification as key ways to reduce fossil fuel emissions in Ojai; and

WHEREAS, the inventoried greenhouse gas emissions in the City come primarily from energy use in buildings and transportation; and

WHEREAS, in order to achieve carbon neutrality, existing sources of greenhouse gas emissions need to be substantially reduced or eliminated; and

WHEREAS, the energy efficiency requirements established in this ordinance-including air sealing, duct sealing, window upgrades, R-15 wall insulation, R-19 floor insulation, and R-30 wall/ceiling insulation-provide direct fire hardening benefits by creating thermal barriers that slow fire spread, preventing ember intrusion through building envelope penetrations, reducing pathways for fire and smoke propagation through HVAC and structural systems, enhance window resistance to thermal shock and radiant heat exposure, and improve overall building compartmentalization that extends egress time and reduces structural fire damage; and

WHEREAS, these improvements create multiple layers of fire protection, improve community wildfire resilience, and support broader public safety goals while providing cost-effective dual benefits for both energy performance and fire resistance; and

WHEREAS, Public Resources Code Section 25402.1 (h)(2) and Section 10-106 of the 2025 California Administration Code establish a process which allows local agencies to adopt local amendments that are cost-effective and that require greater energy reduction/conservation than the California Energy Code provided that a determination that the standards are cost effective is adopted at a public meeting and subsequently filed with the California Energy Commission, and

WHEREAS, the California Energy Codes and Standards Statewide Utility Program, has determined specific modifications to the 2025 State Energy Code for each climate zone that are cost-effective; and that such modifications will result in designs that consume less energy than they would under the 2025 State Energy Code; and

WHEREAS, staff has reviewed the "2022 Existing Building Cost-Effectiveness Study" and associated data, and "Application of 2022 Studies to 2025 Energy Code: Existing Single

Family Building Upgrades” memo and find them sufficient to illustrate compliance with the requirements set forth under California Administrative Code Chapter 10-106; and

WHEREAS, based on these studies, the City finds the proposed local amendments to the 2025 California Energy Code to be cost-effective and buildings will be designed to consume less energy than permitted by Title 24, Part 6; and

WHEREAS, the 2025 California Energy Code offers compliance options that were established through the public rulemaking process of the code update; and

WHEREAS, the Council expressly declares that the proposed amendments to the Energy Code are reasonably necessary because of local climatic, topological, and geological conditions; and

WHEREAS, Government Code Section 36937 requires an ordinance to take effect 30 days after its passage; and

WHEREAS, pursuant to Sections 17958.5 and 17958.7 of the Health and Safety Code, the proposed amendments meet the following conditions to demonstrate local amendments are necessary: the changes are substantially equivalent to 2022 code amendment changes, and the changes are necessary to implement the standards contained in this ordinance; and

WHEREAS, on August 26, 2025, the Ojai City Council found and determined that amendments to the 2022 Energy Code were cost effective, would result in buildings designed to consume less energy than permitted by previous editions of the Energy Code, and were necessary because of local climatic, geological, or topographical conditions, and Ojai’s City Council finds and determines the conditions persist and it is necessary to adopt substantially equivalent amendments to the 2025 Energy Code with no material change in regulatory effect to the existing standards; and

WHEREAS, pursuant to Sections 17958.5 and 17958.7 of the Health and Safety Code, the proposed amendments meet the following conditions to demonstrate local amendments are necessary: the changes are necessary to align local building codes with General Plan and greenhouse gas emissions reduction strategy goals while permitting mixed-fuel residential construction and incentivizing electric construction, and the changes are necessary to implement the standards contained in this ordinance; and

WHEREAS, in 1997, the Ojai City Council adopted the City of Ojai’s General Plan which includes Air Quality Goals set to reduce energy consumption and promote energy efficiency programs, educational strategies set to provide citizen awareness and participation in efforts to reduce air pollution and greenhouse gas emissions and encourage the incorporation of energy conservation features in the design of new construction and the installation of conservation devices in existing development that aligns with the emissions reduction goals in the proposed amendments; and

WHEREAS, in 1997, the Ojai City Council adopted the General Plan which includes Air Quality goals intended to reduce pollutant emissions through trip reductions goals, traffic flow improvements, particulate and building emissions, energy conservation, and community education that aligns with the emissions reduction goals in the proposed amendments; and

WHEREAS, in alignment with the General Plan's Air Quality Element's goals and objectives, policies and implementing programs, the local amendments to the 2025 California Energy Code establish requirements which will reduce demands for local energy resources, reduce regional pollution, and promote a lower contribution to greenhouse gas emissions; and

WHEREAS, the requirements specified in this Ordinance were reviewed via public comment and through a publicly noticed public hearing process; and

WHEREAS, the California Air Resource Board has determined Ventura County to be a non-attainment area for air quality, and the City of Ojai is located within Ventura County; and, the Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City; and

WHEREAS, given the City borders the Los Padres National Forest and most of its territory has been designed a very high fire hazard severity zone; and, given fire retardant construction can help limit the negative impact of forest fires on commercial and residential structures in the City.

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

SECTION 1. Recitals. The above set forth recitals and findings are true and correct and incorporated herein by reference, as if set forth herein in full.

SECTION 2. Findings.

1. The City Council finds that each of the changes or modifications to measures referred to therein are reasonably necessary because of local climatic, geological, or topographical conditions in the area encompassed by the boundaries of the City, and the City Council adopts the following findings in support of local necessity for the changes or modifications:
 - a. Ojai is situated along a wildland-urban interface, which is an area where urban development meets undeveloped lands at risk of wildfires and where residences and other structures are adjacent to or intermixed with open space and wildland vegetation. Ojai has been identified as a Community at Risk from wildfire and is extremely vulnerable to wildfires and firestorms. Human activities releasing greenhouse gasses into the atmosphere cause increases in worldwide average temperature, drought conditions, vegetative fuel, and length of fire seasons that contribute to the likelihood and consequences of fire.

- b. Seasonal climatic conditions during the late summer and fall create numerous serious difficulties in the control and protection against fire situations in the City. The hot, dry weather in combination with the Santa Ana winds frequently results in wildfires in the vegetation-covered slopes surrounding the Ojai Valley. When a fire occurs in said areas, like the 2017 Thomas Fire that surrounded the Ojai Valley, resulted in all Ojai Valley residents being under mandatory or voluntary evacuation orders, and entered the City and damaged property, most, if not all, local fire department personnel are required to control, monitor, fight, and protect against such fire situations in an effort to protect life and preserve property and watershed land. The same conditions may result in the concurrent occurrence of one or more fires in the more populated areas of the City without adequate fire department personnel to protect against and control such a situation. Accordingly, the above-described findings support the imposition of measures to increase the efficiency of existing buildings in the City to reduce greenhouse gas emissions.
 - c. The city of Ojai is at risk of/experiencing the effects of higher intensity storms, which put at risk the jurisdiction's homes, businesses, public facilities, roads, and highways.
 - d. Failure to address and substantially reduce greenhouse gas emissions creates an increased risk to the health, safety, and welfare of City residents.
 - e. The standards imposed by this Ordinance are necessary because of local climatic, geological, or topographical conditions evidenced above and are cost-effective, as supported by the 2022 Single Family Cost Effectiveness Report prepared by the California Energy Codes and Standards Statewide Utility Program, including the study and associated cost-effectiveness data and memo applying 2022 measures to the 2025 Energy Code.
2. The City Council finds that each of the changes or modifications to measures referred to therein:
- a. Are substantially equivalent to changes or modifications that were previously passed by the Ojai City Council on August 26, 2025 and previously filed on August 26, 2025 and were in effect as of September 30, 2025 and will have no material change in regulatory effect.
 - b. Are necessary to implement a local code amendment that is adopted to align with the City of Ojai's General Plan, including, without limitation, the following aspects of the City of Ojai's General Plan:
 - i. The Housing Element, which provides that the City of Ojai strives to promote energy conservation through the use of building codes.
 - ii. The Air Quality Element, which sets forth the City of Ojai's adopted greenhouse gas emissions reduction strategy including, without limitation, the City of Ojai's goals to limit greenhouse gas emissions through the reduction of energy consumption, promotion of energy efficiency programs, and implementation of planning and building regulations that take advantage of solar heating and natural cooling and require weatherization.

- c. Permit mixed-fuel residential construction consistent with federal law, including, without limitation, the Energy Policy and Conservation Act ("EPCA").
- d. Incentivize all-electric construction as part of an adopted greenhouse gas emissions reduction strategy.

SECTION 3. 2025 California Building Standards Code Administrative Provisions

Adopted. The Administrative Provisions of the 2025 CBSC contained in Division II of Chapter I of Part 2, Title 24 California Code of Regulations are hereby adopted by reference pursuant to Government Code 50022.2 through 50022.10. All of the regulations, provisions, conditions, and terms of said division, together with their appendices, one copy of which will be on file and accessible to the public for inspection at the city clerk's office, are hereby referred to, adopted and made part of this chapter as if fully set forth in this chapter. To provide adequate protection under the local climatic, geological, and topographical conditions set forth above, the City of Ojai makes the following findings and determinations relative to the adoption of administrative amendments, and where appropriate, the adoption of more restrictive CBSC provisions:

1. Ventura County has been determined by the California Air Resources Board to be a non-attainment area for air quality, and the City of Ojai is located within Ventura County;
2. Green Building Standards can potentially reduce greenhouse gas emissions and VOC emissions from new construction projects as well as redevelopment and renovation projects in the City;
3. The City of Ojai borders the Los Padres National Forest and most of its territory has been designated very high fire hazard severity zone; and
4. Fire retardant construction can help limit the negative impact of forest fires on commercial and residential structures in the City.

SECTION 4. Amendment. Ojai Municipal Code Section 9-1.101 ("Adoption by reference") Article 3 ("State Building Standards Code") of Chapter 1 ("Uniform Codes") of Title 9 ("Building Regulations") is hereby added to read as follows, with the additions marked by underlined text and deletions marked by ~~struck through~~ text:

Sec. 9-1.101. Adoption by reference.

Pursuant to Health and Safety Code Section 17958 and Government Code Section 50022.2, the State Building Standards Code (the "State Code") and other regulations adopted pursuant to Health and Safety Code Section 17922, including, but not limited to, the 2025 editions of the following:

- (a) The California Building Code (CBC), Volumes 1 & 2, and Appendices I and J;
- (b) The California Residential Code (CRC) and Appendix H;
- (c) The California Mechanical Code (CMC);
- (d) The California Existing Building Code (CEBC);

- (e) The California Administrative Code;
- (f) The California Electrical Code (CEC);
- (g) The California Plumbing Code (CPC) and Appendices H and L;
- (h) The California Fire Code;
- (i) The California Energy Code;
- (j) The California Green Buildings Standard Code (CGBSC);
- (k) The California Reference Standards.
- (l) The California Wild Land Interface Code

SECTION 5. Amendment. Ojai Municipal Code Section 9-1.301 (“Amendments”) Article 3 (“California Building Code and the California Residential Code”) of Chapter 1 (“Uniform Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined text and deletions marked by ~~struck through~~ text:

Sec. 9-1.301. Amendments.

The ~~2022-~~ 2025 California Building Code is hereby amended as follows:

- (a) CBC 105.3.2 Time Limitation of Application - An application for a permit for any proposed work will be deemed abandoned one hundred eighty (180) days after the date of filing, corrections issued or plan approval unless a permit has been issued; except that the Building Official is authorized to grant up to two extensions of time for additional periods not exceeding one hundred eighty (180) days each. The extension must be requested in writing. In order to renew action on an application after expiration, the applicant must resubmit plans and pay a new plan review fee.
- (b) CBC 105.5 Expiration - Every permit issued will become invalid, unless the work on the site authorized by such permit is commenced within three hundred sixty five (365) after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of one hundred eighty (180) days after the time of work is commenced. Before such work can be recommenced, a new permit must first be obtained to do so, and the applicable fee will be one half the amount required for a new permit for such work, provided no changes have been made, nor will be made, in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. If the suspension or abandonment has exceeded one year, the permit will be considered expired. In order to renew a permit after expiration, the permittee must pay a new full permit fee. The Building Official is authorized to grant, in writing, two extensions of time, for periods not more than one hundred eighty (180) days each. The extension must be requested in writing.
- (c) CBC 109.4 Work commencing before permit issuance - Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the permit fee, that shall be in addition to any required permit fees.
- (d) CBC 109.7 Reinspection Fees - A reinspection fee may be imposed for each inspection or reinspection, when such portion of work for which inspection is called is not complete, access

is denied, access is not available or when required corrections are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as a method of controlling the practice of calling inspections before the job is ready for such inspection or reinspection. Reinspection fees may be imposed when the approved plans are not readily available to the inspector; for failure to provide access on the date for which the inspection is requested; or for deviating from plans requiring the approval of the Building Official. In instances where reinspection fees have been assessed, the permit will not be finalized nor occupancy granted until the required fees have been paid. Reinspection fees are established by City Ordinance.

- (e) CBC 109.9 Refunds - The Building Official may authorize a refund of any fee that was erroneously paid or collected. The Building Official may authorize a refund of not more than eighty (80) percent of the applicable permit fee paid when no work has been done under the permit. The Building Official may authorize a refund of not more than eighty (80) percent of the plan review fee paid when an application for a permit is withdrawn or canceled before any examination time has been expended. The Building Official may not authorize a refund of any fee paid except upon written request, filed by the original permittee no later than one hundred eighty (180) days after date of fee payment.
- (f) CBC 117 All Electric Buildings – All new constructed buildings and structures shall not be supplied with natural gas for the purpose of water heating (including pools and spas), space-heating, space-cooling, cooking and clothes drying.
- (g) CBC 202 Definition. Barrier. A barrier is a fence, wall, building wall or any combination of these that completely surrounds the swimming pool and obstructs access to the swimming pool.
- (h) CBC 202 Definition. Swimming Pools. Any body of water created by artificial means which is designed, intended for use, or used for swimming or immersion purposes, which has a water depth exceeding 18 inches. The term, “pool,” includes swimming pools, spas, hot tubs, above-and below-ground, and vinyl-lined pools; pool does not include plumbing fixtures such as bathtubs nor does it apply to man-made lakes, reservoirs, farm ponds, or ponds used primarily for public park purposes, water conservation purposes, irrigation purposes or for the watering of livestock.
- (i) CBC 701A.1 Scope - This chapter applies to building materials, systems and or assemblies used in the exterior design and construction of new buildings and building alterations located within a Wild-land -Urban Interface Fire Area as defined in Section R337.2A.
- (j) CBC 701A.3 Application - New buildings and building alterations located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area Designated by the enforcing agency constructed after the application date shall comply with the provisions of this chapter.
- (k) CBC 701A.3.1 Application date and where required - New buildings for which an application for a building permit is submitted on or after July 1, 2008 located in any Fire Hazard Severity

Zone or Wildland Interface Fire Area shall comply with all sections of this chapter, including all of the following areas:

- (1) All unincorporated lands designated by the State Board of Forestry and Fire Protection as State Responsibility Area (SRA) including:
 - 1.1. Moderate Fire Hazard Severity Zones
 - 1.2. High Fire Hazard Severity Zones
 - 1.3. Very-High Fire Hazard Severity Zones
- (2) Land designated as Very-High Fire Hazard Severity Zone, High Fire Hazard Severity Zone and Moderate Fire Hazard Severity Zone by cities and other local agencies.
- (3) Land designated as Wildland Interface Fire Area by cities and other local agencies.
- (l) CBC 703A.5.2 Weathering – Fire retardant-treated-wood shall meet the fire test performance requirements of this chapter after being subjected to the weathering conditions contained in the following standards, as applicable to the materials and conditions of use.
- (m) CBC 703A.5.2.2 Fire-retardant-treated wood shingles and shakes – This section is deleted in its entirety.

CBC 704A.4 Alternative methods for determining ignition-resistant materials. – This section is deleted in its entirety.
- (n) CBC Table 1505.1 Minimum Roof Covering Classification for Types of Construction – Change Table so Minimum Class A would be required for all construction types. Exception may be granted by the Building Official for City or County registered historic landmarks. The applicant shall submit evidence of historical registry and proposed materials.
- (o) CBC 1511.3 Roof replacement - Roof replacement shall include the removal of all existing layers of roof covering down to the roof deck. The entire roof covering of every existing structure where more than ten (10) percent of the total roof area is repaired or replaced within any one-year period, shall be a fire-retardant roof covering that is at least Class A. When a roof is being replaced the following must also be upgraded:
 - (1) Spark arrestors must be installed on any fireplace chimney. Manufactured fireplace must have a spark arrestor installed approved by the manufacturer.
- (p) CBC 1511.3.1.2 Roof recover upgrade entire roof – The entire roof covering of every existing structure where more than ten (10) percent of the total roof area is repaired or replaced within any one-year period, shall be a fire-retardant roof covering that is at least Class A.
- (q) CBC 1803.1 General - Geotechnical investigations shall be conducted in accordance with sections 1803.2 and reported in accordance with 1803.6. Where required by the building official or where geotechnical investigations involve in-situ testing, laboratory testing or

engineering calculations, such determination must be made by a California licensed engineer experienced in soil engineering. The Soil Expansion Index must be listed in all soils investigation reports.

- (r) CBC 3109.1 General. The design and construction of swimming pools, spas and hot tubs shall comply with this code.
- (s) CBC 3109.3 Residential swimming pools. Residential swimming pools shall be completely enclosed by a barrier complying with the requirements of SB 442.
- (t) CBC 3109.3.1 Barrier Height and Clearances. The top of the barrier must be at least 60 inches above grade measured on the side of the barrier that faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier must be two inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, and the maximum vertical clearance between the top of the pool structure and the bottom of the barrier must be four inches.
- (u) CBC 3109.3.1.1 Openings. Openings in the barrier must not allow passage of a 4-inch-diameter sphere.
- (v) CBC 3109.3.1.2 Solid Barrier Surfaces. Solid barrier surfaces which do not have openings shall not contain indentations or protrusions except for normal construction tolerances and tooled masonry joints.
- (w) CBC 3109.3.1.3 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the swimming pool side of the fence. Spacing between vertical members shall not be greater than 1 ¾ inches in width. Where there are decorative cutouts within vertical members, spacing with the cutouts shall not be greater than 1 ¾ inches in width.
- (x) CBC 3109.3.1.4 Widely spaced horizontal members. Where the barrier is composed of horizontal members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members must not be greater than 4 inches. Where there are decorative cutouts within vertical members, spacing must not be greater than 1 ¾ inches in width.
- (y) CBC 3109.3.1.5 Chain Link Dimensions. Mesh size for chain link fences must not be greater than 1 ¾ inches in width, unless the fence is provided with slats fastened at the top or bottom that reduce the openings to not more than 1 ¾ in width.
- (z) CBC 3109.3.1.6 Diagonal members. Where the barrier is composed of diagonal members shall not be greater than 1 ¾ inches.
- (aa) CBC 3109.3.1.7 Gates. Access gates must comply with the requirements of Sections 3109.3.1 through 3109.3.1.6 and must be equipped to accommodate a locking device. Pedestrian access

gates must open outward away from the pool and must be self-closing and have a self-latching device. Doors or gates other than pedestrian access gates must have a self-latching device and must be equipped with lockable hardware or padlocks and must remain locked at all times when not in use. Release mechanisms must comply with Sections 1010.1.9 and 1109.13. Where release mechanisms of the self-latching device are located less than 60 inches above grade measured on the side of the barrier that faces away from the swimming pool, the release mechanism must be located on the pool side of the gate at least three inches below the top of the gate and the gate barrier may have no opening greater than one-half inch within 18 inches of the release mechanism.

- (bb) CBC 3109.3.1.8 Dwelling wall as a barrier. Where a wall of a dwelling serves as part of the barrier, two safety devices must be provided in accordance with Section 115922 of the California Health and Safety Code.
- (cc) CBC 3109.3.1.9 Pool structure as barrier. Where an above-ground pool structure, and the means of access is a ladder or steps, then the ladder or steps either shall be capable of being secured, locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier that meets the requirements of Sections 3109.3.1.1 through 3109.3.1.8. Where the ladder or steps are secured, locked or removed, any opening shall not allow the passage of a 4-inch-diameter sphere.
- (dd) CBC 3109.3.2 Indoor swimming pools. Wall surrounding indoor swimming pools shall not be required to comply with Section 3109.3.1.8. through 3109.3.3.
- (ee) CBC 3109.3.3 Prohibited Locations. Barriers shall be located as to prohibit permanent structures, equipment or similar objects from being used to climb the barriers. There shall be a clear zone of not less than 36" between the exterior of the enclosure and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the enclosure.

The 2025 California Residential Code is hereby amended as follows:

- (a) CRC R105.3.2 Time Limitation of Application - An application for a permit for any proposed work will be deemed abandoned one hundred eighty (180) days after the date of filing, corrections issued or plan approval unless a permit has been issued; except that the Building Official is authorized to grant up to two extensions of time for additional periods not exceeding one hundred eighty (180) days each. The extension must be requested in writing. In order to renew action on an application after expiration, the applicant must resubmit plans and pay a new plan review fee.
- (b) CRC R105.5 Expiration - Every permit issued will become invalid, unless the work on the site authorized by such permit is commenced within three hundred sixty five (365) days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time of work is commenced. Before such work can be recommenced, a new permit must first be obtained to do so, and the applicable fee will be one half the amount required for a new permit for such work, provided no changes have been

made, nor will be made, in the original plans and specifications for such work; and provided further that such suspension or abandonment has not exceeded one year. If the suspension or abandonment has exceeded one year, the permit will be considered expired. In order to renew a permit after expiration, the permittee must pay a new full permit fee. The Building Official is authorized to grant, in writing, two extensions of time, for periods not more than one hundred eighty (180) days each. The extension must be requested in writing.

- (c) CRC R108.5 Refunds - The Building Official may authorize a refund of any fee that was erroneously paid or collected. The Building Official may authorize a refund of not more than eighty (80) percent of the applicable permit fee paid when no work has been done under the permit. The Building Official may authorize a refund of not more than eighty (80) percent of the plan review fee paid when an application for a permit is withdrawn or canceled before any examination time has been expended. The Building Official may not authorize a refund of any fee paid except upon written request, filed by the original permittee no later than one hundred eighty (180) days after date of fee payment.
- (d) CRC R108.6 Work commencing before permit issuance - Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee equal to the permit fee, that shall be in addition to any required permit fees.
- (e) CRC R108.7 Reinspection Fees - A reinspection fee may be imposed for each inspection or reinspection, when such portion of work for which inspection is called is not complete, access is denied, access is not available or when required corrections are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as a method of controlling the practice of calling inspections before the job is ready for such inspection or reinspection. Reinspection fees may be imposed when the approved plans are not readily available to the inspector; for failure to provide access on the date for which the inspection is requested; or for deviating from plans requiring the approval of the Building Official. In instances where reinspection fees have been assessed, the permit will not be finaled nor occupancy granted until the required fees have been paid. Reinspection fees are established by City Ordinance.
- (f) CRC R115 All Electric Buildings - All new constructed buildings and structures shall not be supplied with natural gas for the purpose of water heating (including pools and spas), space-heating, space-cooling, cooking and clothes drying.
- (g) CRC R314.9 Heat sensor detector.
- (h) CRC R314.9.1 General – Heat sensor shall comply with section 314.9.
- (i) CRC R314.9.1.1 Listings – Heat sensor detectors shall be listed by a listing agency approved by the Building Official.
- (j) CRC R314.9.2 Where required – Heat sensor detectors shall be installed within attached and unattached garages when any permit is issued with a valuation greater than \$500.

- (k) CRC 314.9.3 Power source – Heat sensor detectors shall be either hard wired or plugged in to an outlet receiving power from a commercial source and shall be equipped with a battery backup. Heat sensor detector shall emit a signal when the batteries are low.
- (l) CRC R337.1.1 Scope - This chapter applies to building materials, systems and or assemblies used in the exterior design and construction of new buildings and building alterations located within a Wild-land -Urban Interface Fire Area as defined in Section R337.2A.
- (m) CRC R337.1.3 Application - New buildings and building alterations located in any Fire Hazard Severity Zone or any Wildland-Urban Interface Fire Area Designated by the enforcing agency constructed after the application date shall comply with the provisions of this chapter.
- (n) CRC R337.1.3.1 Application date and where required - New buildings for which an application for a building permit is submitted on or after July 1, 2008 located in any Fire Hazard Severity Zone or Wildland Interface Fire Area shall comply with all sections of this chapter, including all of the following areas:
 - (1) All unincorporated lands designated by the State Board of Forestry and Fire Protection as State Responsibility Area (SRA) including:
 - 1.1. Moderate Fire Hazard Severity Zones
 - 1.2. High Fire Hazard Severity Zones
 - 1.3. Very-High Fire Hazard Severity Zones
 - (2) Land designated as Very-High Fire Hazard Severity Zone, High Fire Hazard Severity Zone and Moderate Fire Hazard Severity Zone by cities and other local agencies.
 - (3) Land designated as Wildland Interface Fire Area by cities and other local agencies.
- (o) CRC R337.3.5.2 Weathering – Fire retardant-treated-wood shall meet the fire test performance requirements of this chapter after being subjected to the weathering conditions contained in the following standards, as applicable to the materials and conditions of use.
- (p) CRC R337.3.5.2.2 Fire-retardant-treated wood shingles and shakes – This section is deleted in its entirety.
- (q) CRC R337.4.3 Fire-retardant-treated wood shingles and shakes – This section is deleted in its entirety.
- (r) CRC R337.3.5.2.2 Fire-retardant-treated wood shingles and shakes – This section is deleted in its entirety.

- (s) CRC R337.8.2.1 Exterior windows and exterior glazed doors assembly requirements – Exterior windows and exterior glazed doors assemblies shall comply with one of the following requirements:
- (1) Be constructed of multiplane glazing with a minimum of one tempered pane meeting the requirements of section R308 Safety Glazing, or
 - (2) Be constructed of block glass units, or
 - (3) Have a fire-resistance rating of not less than 20 minutes when tested according to NFPA 257, or
 - (4) Be tested to meet the performance requirements of SFM Standard 12-7A-2.
- (t) CRC R401.1 Application – The provisions of this chapter control the design and construction of the foundation and foundation spaces for all buildings. In addition to the provisions of this chapter, the design and construction of foundations in areas prone to flooding as established by Table R301.2(1) must meet the provisions of Section R322. Wood foundations must be designed and installed in accordance with AF&PA PWF (American Forest & Paper Association permanent wood foundation).
- Exception: The provisions of this chapter are permitted to be used for wood foundations only in the following situations:
1. In buildings that have no more than two floors and a roof.
 2. When interior basement and foundation walls are constructed at intervals not exceeding 50 feet.
 3. Wood foundations in Seismic Design Category D0, D1, D2, or E are not permitted.
- (u) CRC R403.1.2 Continuous footing in Seismic Design Categories D0, D1, D2 and E. Exterior walls of buildings located in Seismic Design Categories D0, D1, D2, and E, shall be supported by continuous solid or fully grouted masonry or concrete footings. Other footing materials or systems shall be designed in accordance with accepted engineering practice. The braced wall panels at exterior walls of buildings located in Seismic Design Categories D0, D1, D2 and E must be supported by continuous footings. All required interior braced wall panels in buildings must be supported by continuous footings. The exception is deleted in its entirety.
- (v) CRC R902.1 Roofing covering materials – Roofs shall be covered with materials as set forth in Sections R904 and R905. A minimum Class A roof shall be installed in all areas or where the edge of the roof is less than 3 feet from a lot line. Class A roofing shall be tested in accordance with UL 790 or ASTM E108.
- (w) CRC R902.1.1 Roof coverings within very-high fire hazard severity zones – The entire roof covering of every existing structure where more than ten (10) percent of the total roof area is repaired or replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in alteration, repair or replacement of the roof or every existing structure, shall be a fire-retardant roof covering that is at least Class A.

- (x) CRC R902.1.2 Roof coverings within state responsibility zones - The entire roof covering of every existing structure where more than ten (10) percent of the total roof area is repaired or replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.
- (y) CRC R902.1.2 Exception - The exception is deleted in its entirety.
- (z) CRC R903.1.3 Roof coverings in all other areas - The entire roof covering of every existing structure where more than ten (10) percent of the total roof area is repaired or replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, shall be a fire-retardant roof covering that is at least Class A.

SECTION 6. Amendment. Ojai Municipal Code Section 9-1.302 (“CBC Appendix and CRC Appendix”) of Chapter 1 (“Uniform Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined and deletions marked by ~~struck through~~ text:

Sec. 9-1.302. Amendments.

The ~~2022~~ 2025 California Building Code Appendices I and J are adopted as parts of this code.

The ~~2022~~ 2025 California Residential Code Appendix AH adopted as parts of this code.

SECTION 7. Amendment. Ojai Municipal Code Article 4 (“California Mechanical Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined and deletions marked by ~~struck through~~ text:

Sec. 9-1.401. Amendments.

The ~~2022~~ 2025 California Mechanical Code is hereby amended as follows:

- (a) CMC 104.5.3 Fee Refunds – The Authority Having Jurisdiction shall be permitted to authorize the refunding of a fee as follows:
 - (1) The amount paid hereunder that was erroneously paid or collected.
 - (2) The Building Official may authorize a refund of not more than eight (80) percent of the applicable permit fee paid when no work has been done under the permit. The Building Official may authorize a refund of not more than eighty (80) percent of the plan review fee paid when an application for a permit is withdrawn or canceled before any examination time has been expended.
- (b) CMC 105.2.6 Reinspection Fees – A reinspection fee may be imposed for each inspection or reinspection, when such portion of work for which inspection is called is not complete, access is denied, access is not available or when required corrections are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as a method of controlling the

practice of calling inspections before the job is ready for such inspection or reinspection. Reinspection fees may be imposed when the approved plans are not readily available to the inspector; for failure to provide access on the date for which the inspection is requested; or for deviating from plans requiring the approval of the Building Official. In instances where reinspection fees have been assessed, the permit will not be finalized nor occupancy granted until the required fees have been paid. Reinspection fees are established by City Ordinance.

SECTION 8. Amendment. Ojai Municipal Code Article 5 (“California Existing Building Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined and deletions marked by ~~struck through~~ text:

Sec. 9-1.501. Amendments.

That certain Code known as the “2022 The California Existing Building Code,” promulgated and published by the California Building Standards Commission, is hereby adopted and enacted as the primary Code governing the administration of this Code and is made a part of this Code by reference with the same force and effect as if fully set forth herein. Such Code will be referred to herein as the California Existing Building Code (“CEBC”).

SECTION 9. Amendment. Ojai Municipal Code Article 6 (“California Administrative Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined and deletions marked by ~~struck through~~ text:

Sec. 9-1.601. Amendments.

That certain Code known as the “2022 The California Administrative Code,” promulgated and published by the California Building Standards Commission, is hereby adopted and enacted as the primary Code governing the administration of this Code and is made a part of this Code by reference with the same force as if fully set forth herein. Such Code will be referred to herein as The California Administrative Code (CAC).

SECTION 10. Amendment. Ojai Municipal Code Article 7 (“California Electrical Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined text:

Sec. 9-1.701. Amendments.

The ~~2022~~ 2025 California Electrical Code is hereby amended as follows:

- (a) CEC Sec. 89.108.48. Permit Application. To obtain an electrical permit, an application shall be filed therefor and appropriate fees paid as set forth by resolution of the Council.
- (b) CEC Sec. 89.108.9.3. Authority to Disconnect. The Building Official is hereby authorized to order the discontinuance and/or disconnection of any electrical wiring, device, appliance, apparatus or equipment which is found to be hazardous to life, health or property.

- (1) It shall be unlawful for any person, firm, corporation or serving utility to make connections with a source of electrical energy or to supply electrical service to any electrical wiring, device, appliance, apparatus or equipment which has been disconnected or ordered disconnected by the Building Official until approval has been granted for reconnection of such equipment.
- (c) CEC Sec. 89.108.9.4. Connection to Electrical Installations. Except where work is done under an annual electrical maintenance permit, it shall be unlawful for any person, firm or corporation to make connection from a source of electrical wiring, device, appliance or equipment which requires a permit for installation unless such person, firm or corporation shall have obtained evidence from the Building Inspector that such equipment is authorized to be energized.
- (d) CEC Sec. 89.108.9.5. Authority to Abate. Any portion of an electrical system found by the Building Official to be unsafe as defined in this Code or which the Building Official finds is manifestly unsafe is hereby declared to be a nuisance.
 - (1) Where a nuisance exists or an electrical system is maintained in violation of this Code or any notice issued pursuant to this Section, the Building Official shall require the nuisance or violation to be abated and, where necessary, shall seek such abatement in the manner provided by law.
- (e) CEC Sec. 110.5. Conductors. Conductors normally used to carry current shall be of copper unless otherwise provided in this Code. Where the conductor material is not specified, the sizes given in this Code shall apply to copper conductors. Where other materials are used, the size shall be changed accordingly.
 - (1) For aluminum and copper-clad aluminum conductors, see Tables 310-16 through 310-19 of the NEC. Aluminum wire used under the provisions of this Code shall be a minimum of #6 A.W.G. stranded conductor.
- (f) CEC Sec. 110.8. Wiring Methods. Only wiring methods recognized as suitable are included in this Code. The recognized methods of wiring shall be permitted to be installed in any type of building or occupancy, except as otherwise provided in this Code.
 - (1) Wiring installations and equipment in existence at the time of passage of this Code may have their existing use continued if such use was legal at the time of passage and provided such continued use is not unsafe.

SECTION 11. Amendment. Ojai Municipal Code Article 8 (“California Plumbing Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with deletions with ~~strike-through~~, the additions marked by underlined text:

Sec. 9-1.801. Amendments.

The ~~2022~~ 2025 California Plumbing Code is hereby amended as follows:

- (a) CPC 104.5.3 Fee Refunds – The Authority Having Jurisdiction shall be permitted to authorize the refunding of a fee as follows:
 1. The amount paid hereunder that was erroneously paid or collected.

2. The Building Official may authorize a refund of not more than eighty (80) percent of the applicable permit fee paid when no work has been done under the permit. The Building Official may authorize a refund of not more than eighty (80) percent of the plan review fee paid when an application for a permit is withdrawn or canceled before any examination time has been expended.
- (b) CPC 105.2.6 Reinspection Fees – A reinspection fee may be imposed for each inspection or reinspection, when such portion of work for which inspection is called is not complete, access is denied, access is not available or when required corrections are not made. This section is not to be interpreted as requiring reinspection fees the first time a job is rejected for failure to comply with the requirements of the technical codes, but as a method of controlling the practice of calling inspections before the job is ready for such inspection or reinspection. Reinspection fees may be imposed when the approved plans are not readily available to the inspector; for failure to provide access on the date for which the inspection is requested; or for deviating from plans requiring the approval of the Building Official. In instances where reinspection fees have been assessed, the permit will not be finalized nor occupancy granted until the required fees have been paid. Reinspection fees are established by City Ordinance.

SECTION 12. Amendment. Ojai Municipal Code Article 9 (“California Fire Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with deletions in ~~strike-through~~, and the additions marked by underlined text:
Sec. 9-1.901. Adoption.

That certain Code known as the “~~2022~~ 2025 California Fire Code, most recent edition, promulgated and published by the California Building Standards Commission, is hereby adopted and enacted as the primary Fire Code of the City and made a part of this chapter by reference with the same force and effect as if fully set forth in this chapter, subject to the amendments set forth in this article. Said Code shall be referred to in this article as the California Fire Code (CFC).

SECTION 13. Amendment. Ojai Municipal Code Article 10 (“California Energy Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined and deletions marked by ~~struck through~~ text:

Section 9-1.1001 -Adoption.

The City hereby adopts the “~~2022~~ 2025 California Energy Code” except as otherwise provided herein, or as later amended in Section 9-1.701 shall be as published in the California Energy Code, ~~2022~~ 2025 Edition, and as copyrighted by the California Building Standards Commission, California Code of Regulations, Title 24, Part 6, including all of its tables, indices, appendices, addenda and footnotes. Said California Energy Code is hereby referred to and by such reference is incorporated herein as if fully set forth.

Section 9-1.701(g) of the Ojai Municipal Code is hereby added to read as follows:

(g) *Energy Efficiency Code.*

It is the purpose and intent of this section to establish standards for residential retrofits including major additions and alterations that exceed minimum ~~2022~~ 2025 California Code of Regulations Title 24 Part 6 requirements. In furtherance of this purpose, these changes shall be made to the ~~2022~~ 2025 California Energy Code and shall apply to building permit applications submitted to the City of Ojai on or after January 31, 2026:

- (1) Add the following definitions to Subchapter 1, Section 100.1(b):

MAJOR ADDITION is any change to an existing building that increases conditioned floor area by 300 or more square feet in a one-year period.

MAJOR ALTERATION is any construction or renovation to an existing structure other than a repair whose altered components cover 300 or more square feet in a one-year period. A project that consists only of roof and/or window replacement is not considered a major alteration.

- (2) Amend Section 150.0 SINGLE-FAMILY RESIDENTIAL BUILDINGS – MANDATORY FEATURES AND DEVICES to read as follows:

Single-family residential buildings shall comply with the applicable requirements of Sections 150.0(a) through 150.0(w).

- (3) Add new Section 150(w) to read as follows:

- (w) Mandatory Requirements for Existing Building Additions and Alterations. Existing Building Additions and Alterations shall meet the requirements of Items 1 through 3 below, as applicable:

1. Major addition. Any Major Addition shall install a set of measures from the Measure Menu Table, Table 150.0-I to achieve a total score that is equal to or greater than 8. Any Major Addition 1,000 square feet or greater must achieve a total score that is equal to or greater than 19. In addition, all mandatory measures listed in Table 150.0-I shall be installed. Measure verification shall be explicitly included as an addendum to the Title 24 Part 6 Certificate of Compliance to be filed pursuant to ~~2022~~ 2025 Title 24 Section 10-103. Installed measures shall meet the specifications in Table 150.0-J.
2. Major alteration. Any Major Alteration shall install a set of measures from the Measure Menu Table, Table 150.0-I to achieve a total score that is equal to or greater than 8. Any Major Alteration 1,000 square feet or greater must achieve a total score that is equal to or greater than 19. In addition, all mandatory measures listed in Table 150.0-I shall be installed. Measure verification shall be explicitly included as an addendum to the Certificate of Compliance to be filed pursuant to ~~2022~~ 2025 Title 24 Section 10-103. Installed measures shall meet the specifications in Table 150.0-J.
3. Combination alterations and additions. Any project that includes an addition and alteration whose altered components cover equal to or greater than 300

square feet shall install a set of measures from the Measure Menu Table, Table 150.0-I to achieve a total score that is equal to or greater than 8. Any project that includes an addition and alteration whose altered components cover equal to or greater than 1,000 square feet shall achieve a total score that is equal to or greater than 19. In addition, all mandatory measures listed in Table 150.0-I shall be installed. Measure verification shall be explicitly included as an addendum to the Certificate of Compliance to be filed pursuant to ~~2022~~ 2025 Title 24 Section 10-103. Installed measures shall meet the specifications in Table 150.0-J.

Exception 1 to Section 150.0(w): The project is the result of a repair as defined by Title 24 Part 2 Section 202.

Exception 2 to Section 150.0(w): If compliance costs exceed 20% of total project valuation or due to conditions specific to the project, it is technically infeasible to achieve compliance through any available set of measures, the applicant may request an exemption as set forth below. In applying for an exemption, the burden is on the applicant to allow hardship or infeasibility.

- (1) Application. Based on the following, the applicant shall identify in writing the specific requirements of the standards for compliance that the project is unable to achieve and the circumstances that make it a hardship or infeasible for the project to comply with this chapter. The applicant may not petition for relief from any requirement of the ~~2022~~ 2025 California Energy Code (Title 24, Part 6) and referenced standards, or the ~~2022~~ 2025 California Green Building Standards (Title 24, Part 11) of the California Building Standards Code. Circumstances that constitute hardship or infeasibility shall include one of the following:
 - i. That the cost of achieving compliance is disproportionate to the overall cost of the project;
 - ii. That it is technically infeasible to achieve compliance through all packages due to conditions specific to the project; That strict compliance with these standards would create or maintain a hazardous condition(s) and present a life safety risk to the occupants.

(2) Granting of exemption. If the chief building official, in consultation with the Director of Community Development, determines that it is a hardship or infeasible for the applicant to fully meet the requirements of this chapter and that granting the requested exemption will not cause the building to fail to comply with the ~~2022~~ 2025 California Energy Code (Title 24, Part 6) and referenced standards, or the ~~2022~~ 2025 California Green Building Standards (Title 24, Part 11) of the California Building Standards Code, the chief building official, in consultation with the Director of Community Development, shall determine the minimum feasible threshold of compliance reasonably achievable for the project. If an exemption is

granted, the applicant shall be required to comply with this chapter in all other respects and shall be required to achieve the threshold of compliance determined to be achievable by the chief building official, in consultation with the Director of Community Development.

(3) Denial of exemption. If the chief building official, in consultation with the Director of Community Development, determines that it is reasonably possible for the applicant to fully meet the requirements of this chapter, the request shall be denied, and the applicant shall be notified of the decision in writing. The project and compliance documentation shall be modified to comply with the standards for compliance.

(4) Appeal. Any aggrieved applicant or person may appeal, at no fee, the determination of the chief building official, in consultation with the Director of Community Development, regarding the granting or denial of an exemption or compliance with any other provision of this chapter. An appeal of a determination of the chief building official shall be filed in writing with the Building Appeals Board.

Exception 3 to Section 150.0(w): If the dwelling unit has previously installed measures from the Measure Menu, Table 150.0-I, and compliance can be demonstrated to the chief building official, in consultation with the Director of Community Development, then these measures shall not be required to be newly installed, and appropriate credit shall be included in the applicable compliance calculations.

Exception 4 to Section 150.0(w): The applicant for alterations or additions to a City landmark or contributing structure to a City-designated historic district may request an exemption to any requirements of this chapter which would impair the any City landmark or contributing structure to a City-designated historic district shall be exempt from the requirements of this section/chapter if the energy efficiency improvements would impair any character-defining element of the landmark or historic district, as determined by the Director of Community Development and as regulated by the California Historic Building Code (Title 24, Part 8). In making a determination of exemption, the Director of Community Development, or their designee, may require the submittal of an evaluation by an architectural historian or similar expert.

Exception 5 to Section 150.0(w): An alteration that consists solely of seismic and fire hardening improvements.

Exception 6 to Section 150.0(w): Buildings which are temporary (such as construction trailers).

Exception 7 to Section 150.0(w): An alteration that consists solely of roof and/or window projects.

Exception 8 to Section 150.0(w): Mobile Homes, Manufactured Housing, or Factory-built Housing as defined in Division 13 of the California Health and Safety 12 Code (commencing with Section 17000 of the Health and Safety Code).

Exception 9 to Section 150.0(w): Properties located outside of climate zone 9.

Exception 10 to Section 150.0(w): Any accessory dwelling unit or junior accessory dwelling unit allowed per state law, and/or tiny house permitted per Section 10-2.1712 of this Code.

Exception 11 to Section 150.0(w): Where the project includes an accessory dwelling unit or junior accessory dwelling unit that is attached to the primary dwelling unit, either as a new addition or converted from within the space of the primary dwelling unit, and there is not an additional combination alteration/addition to the primary dwelling unit of at least 300 square feet, then the primary dwelling unit is exempt from the requirements.

Exception 12 to Section 150.0(w): Nothing in this ordinance shall be construed so as to prohibit any one appliance covered by the Energy Policy and Conservation Act (EPCA) (42 U.S.C. § 6292). Should an applicant establish that this ordinance, as applied, prohibits a covered appliance in applicant's project, the chief building official, in consultation with the Director of Community Development, shall waive that portion of the ordinance causing such prohibition.

Exception 13 to Section 150.0(w): If the applicant demonstrates, using Commission-certified compliance software as specified by Section 10-109(c) and Section 10-116, that the Energy Budget of the Proposed Building Design would be less than or equal to the Energy Budget of the building under the project if it included any set of measures that would achieve compliance under this Section 150.0(w).

Exception 14 to Section 150.0(w): Single-family homes built after December 31, 1991.

(4) Add new Section 150(x) to read as follows:

150.0(x) Electric vehicle (EV) Charging for additions and alterations. Parking additions or electrical panel upgrades must have reserved breaker spaces and electrical capacity to accommodate one Level 2 EV Charging Receptacle in one parking space as defined in the California Green Building Standards Code Section 202. If a second parking space is provided, it shall be provided with a Level 1 EV Charging Receptacle as defined in the California Green Building Standards Code Section 202.

Exception to 150.0(x): Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU) without additional parking facilities and without electrical panel upgrade or new panel installation. Detached ADUs, attached ADUs, and JADUs without additional parking but with electrical panel upgrades or new panels must have reserved breakers and electrical capacity according to the requirements of Section 4.106.4.1 in the California Green Building Standards Code.

(5) Add new Table 150.0-I to read as follows:

Table 150.0-I: Measure Menu

Climate Zone 9		
Measures	Table 150.0-J ID	Points
Water Heating Package	E1	2
Induction Cooktop	E2	1
Heat Pump Clothes Dryer	E3	1
 Air Sealing	E4	1
 Duct Sealing	E5	3
R-49 Attic Insulation	E6	5
 Windows	E7	5
 R-15 Wall Insulation	E8	3
New Ducts + Duct Sealing	E9	7
 R-19 Floor Insulation	E10	1
 R-30 Floor Insulation	E11	2
Heat Pump Water Heater (HPWH) replacing gas	E12	12
Heat Pump Water Heater (HPWH) replacing electric	E13	5
Solar PV + Electric Ready Pre-Wire	E14	17
Heat Pump Space Heater	E15	7
Utility Room, Kitchen & Laundry-Related Electric Ready Pre-Wire	M1	Mandatory
Panel-Related Electric Ready Pre-Wire	M2	Mandatory
Lighting Measures	M3	Mandatory
Note 1: the measures in the Measure Menu table shall conform to the specifications in Table 150.0-J		

Note 2:  in addition to energy efficiency, these strategies provide direct fire hardening benefits

(1) Add new Table 150.0-J to read as follows:

Table 150.0-J: Measure Specifications

ID	Measure Specification
General Measures	
E1	Water Heating Package: Insulate all accessible hot water pipes with pipe insulation a minimum of ¾ inch thick. This includes insulating the supply pipe leaving the water heater, piping to faucets underneath sinks, and accessible pipes in attic spaces or crawlspaces. Upgrade fittings in sinks and showers to meet current California Green Building Standards Code (Title 24, Part 11) Section 4.303 water efficiency requirements. Exception: Upgraded fixtures are not required if existing fixtures have rated or measured flow rates of no more than ten percent greater than 2025 California Green Building Standards Code (Title 24, Part 11) Section 4.303 water efficiency requirements.
E2	Induction Cooktop: Replace existing gas and electric resistance stove top with inductive stove top and cap the gas line.
E3	Heat Pump Clothes Dryer: Replace all existing gas and electric clothes dryers with heat pump clothes dryers.
E4	Air Sealing: Seal all accessible cracks, holes, and gaps in the building envelope at walls, floors, and ceilings. Pay special attention to penetrations including plumbing, electrical, and mechanical vents, recessed can light luminaires, and windows. Weather-strip doors if not already present. Verification shall be conducted by a certified ECC Rater that either: a) shows at least a 30 percent reduction from pre-retrofit conditions; or b) shows that the number of air changes per hour at 50 Pascals pressure difference (ACH50) does not exceed ten for Pre-1978 vintage buildings, seven for 1978 to 1991 vintage buildings and five for 1992-2010 vintage buildings. Compliance can also be demonstrated with blower door testing conducted by a certified ECC Rater no more than three years prior to the permit application date showing compliance with condition (a) or (b). If combustion appliances are located within the pressure boundary of the building, conduct a combustion safety test by a professional certified by the Building Performance Institute in accordance with the ANSI/BPI-1200-S-2017 Standard Practice for Basic Analysis of Buildings, the Whole House Combustion Appliance Safety Test Procedure for the Comfortable Home Rebates Program 2020 or the California Community Services and Development Combustion Appliance Safety Testing Protocol.

	Reducing the air leakage of a building can reduce the building's drying potential. When improving the air sealing of a building, consider if there is a need to add continuous ventilation to the building (if not already present).
E5	Duct Sealing: Air seal all space conditioning ductwork to meet the requirements of the ~~2022~~ <u>2025</u> Title 24 Section 150.2(b)1E. The duct system must be tested by a ECC Rater no more than three years prior to the alteration or addition permit application date to verify the duct sealing and confirm that the requirements have been met. This measure may not be combined with the New Ducts and Duct Sealing measure in this Table. Buildings without ductwork or where the ducts are in conditioned space may not take credit for this measure.
E6	R-49 Attic Insulation: Attic insulation shall be installed to achieve a weighted assembly U-factor of 0.020 or insulation installed at the ceiling level shall have a thermal resistance of R-49 or greater for the insulation alone. Recessed downlight luminaires in the ceiling shall be covered with insulation to the same depth as the rest of the ceiling. Luminaires not rated for insulation contact must be replaced or fitted with a fire-proof cover that allows for insulation to be installed directly over the cover. Exception: In buildings where existing R-30 is present and existing recessed downlight luminaires are not rated for insulation contact, insulation is not required to be installed over the luminaires.
E7	Windows: Replace at least 50% of existing windows with high performance windows with an area-weighted average U-factor no greater than 0.27.
E8	R-15 Wall Insulation: Install wall insulation in all exterior walls to achieve a weighted U-factor of 0.095 or install wall insulation in all exterior wall cavities that shall result in an installed thermal resistance of R-15 or greater for the insulation alone.
E9	New Ducts + Duct Sealing: Replace existing space conditioning ductwork with new R-8 ducts that meet the requirements of ~~2022~~ <u>2025</u> Title 24 Section 150.0(m)11. This measure may not be combined with the Duct Sealing measure in this Table. To qualify, a preexisting measure must have been installed no more than three years before the alteration or addition permit application date.
E10	R-19 Floor Insulation: Raised-floors shall be insulated such that the floor assembly has an assembly U-factor equal to or less than U-0.037, or shall be insulated between wood framing with insulation having an R-value equal to or greater than R-19. This measure cannot be combined with measure R-30 Floor insulation.
E11	R-30 Floor Insulation: Raised-floors shall be insulated such that the floor assembly has an assembly U-factor equal to or less than U-0.028, or shall be insulated between wood framing with insulation having an R-value equal to or

	greater than R-30. This measure cannot be combined with measure R-19 Floor insulation.
E12	Heat Pump Water Heater (HPWH) replacing gas: Replace existing natural gas storage water heater with a heat pump water heater that meets the requirements of Sections 110.3 and 150.2(b)1.H.iii.b.
E13	Heat Pump Water Heater (HPWH) replacing electric: Replace existing electric resistance storage water heater with a heat pump water heater that meets the requirements of Sections 110.3 and 150.2(b)1.H.iii.b.
E14	PV and Electric Ready Pre-Wire: Install a solar PV system that meets the requirements of ~~2022~~ <u>2025</u> Title 24 Section 150.1(c)14. In addition to the solar PV system, comply with the electric readiness components per Section 150.0(n)1 and 150.0(t) and one of: A. Energy Storage Systems (ESS) Ready, as specified in Section 150.0(s), or B. EV Charger Ready as specified in the California Green Building Code, Title 24, Part 11, Section A4.106.8.1, which otherwise applies to new construction. Exception 1: In buildings where the designated space requirement specified in Section 150.0(n)1 can be demonstrated to the chief building official, in consultation with the Director of Community Development, as infeasible, the electric readiness components per Section 150.0(n)1 are not required.
E15	Heat Pump Space Heater: Replace all existing gas and electric resistance primary space heating systems with a heat pump system that meets the requirements of Sections 110.3, 150.2(b)1.C, 150.2 (b)1.E, 150.2(b)1.F, 150.2(b)1.G.
Mandatory Measures	
M1	Utility Room, Kitchen & Laundry-Related Electric Ready Pre-Wire: If the project includes a kitchen remodel, comply with the Electric Cooktop Ready requirement, as specified in Section 150.0(u). If the project includes a laundry room remodel, comply with the Electric Clothes Dryer Ready requirement, as specified in Section 150.0(v). If the project includes a utility room remodel, comply with the electric readiness components per Section 150.0(n)1 and 150.0(t): Exception 1: If an electrical permit is not otherwise required for the project other than compliance with this measure. Exception 2: If a utility service upgrade is not otherwise required for the project other than compliance with this measure. Exception 3: In buildings where the designated space requirement specified in Section 150.0(n)1 can be demonstrated to the chief building official, in consultation with the Director of Community Development, as infeasible, the electric readiness components per Section 150.0(n)1 are not required.
M2	Panel-Related Electric Ready Pre-Wire: If the project includes a new electrical panel and electrical service upgrade to 200A or more, comply with the Water Heating Ready requirements, as specified in Section 150.0(n)1 and the Space Heating Ready Requirement 150.0(t).

	Exception 1: In buildings where the designated space requirement specified in Section 150.0(n)1 can be demonstrated to the chief building official, in consultation with the Director of Community Development, as infeasible, the electric readiness components per Section 150.0(n)1 are not required.
M3	Lighting Measures – Install lighting with an efficiency of 45 lumens per watt or greater in all interior and exterior screw-in fixtures. Install photocell, occupancy sensor or energy management system controls that meet the requirements of 150.0(k)3 in all outdoor lighting permanently mounted to a residential building or to other buildings on the same lot.

- (6) Modify Section 150.2(a) ENERGY EFFICIENCY STANDARDS FOR ADDITIONS AND ALTERATIONS TO EXISTING SINGLE FAMILY RESIDENTIAL BUILDINGS to read as follows:

Additions. Additions to existing single-family residential buildings shall meet the requirements of Sections 110.0 through 110.9, Sections 150.0(a) through (n), (p), (q), (w) and either Section 150.2(a)1 or 2.

- (7) Modify Section 150.2(b) ENERGY EFFICIENCY STANDARDS FOR ADDITIONS AND ALTERATIONS TO EXISTING SINGLE FAMILY RESIDENTIAL BUILDINGS to read as follows:

Alterations. Alterations to existing single-family residential buildings or alterations in conjunction with a change in building occupancy to a single-family residential occupancy shall meet either Item 1 or 2 below.

1. Prescriptive approach. The altered component and any newly installed equipment serving the alteration shall meet the applicable requirements of Sections 110.0 through 110.9 and all applicable requirements of Sections 150.0(a) through (l), 150.0(m)1 through 150.0 (m)10, 150.0(p) through (q), and 150.0 (w); and
 - i. Performance approach. The altered component(s) and any newly installed equipment serving the alteration shall meet the applicable requirements of Subsections A, B, and C below.

- A. The altered components shall meet the applicable requirements of Sections 110.0 through 110.9, Sections 150.0(a) through (l), Sections 150.0(m)1 through 150.0 (m)10, Sections 150.0(p) through (q), and Section 150.0(w). Entirely new or complete replacement mechanical ventilation systems as these terms are used in Section 150.2(b)1L, shall comply with the requirements in Section 150.2(b)1L. Altered mechanical ventilation systems shall comply with the requirements of Section 150.2(b)1M. Entirely new or complete replacement space-conditioning systems, and entirely new or complete replacement duct systems, as these terms are used in Sections 150.2(b)1C and 150.2(b)1Diia, shall comply with the requirements of Sections 150.0(m)12 and 150.0(m)13.

SECTION 14. Amendment. Ojai Municipal Code Article 11 (“California Green Building Code”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined text and deletions marked by ~~struck through~~ text:

Sec. 9-1.1101. Adoption.

That certain Code known as the “~~2022~~ 2025 California Green Building Code,” most recent edition, promulgated and published by the California Building Standards Commission, is hereby adopted and enacted as the primary Code of the City and made a part of this chapter by reference with the same force and effect as if fully set forth in this chapter, subject to the amendments set forth in this article. Said Code shall be referred to in this article as the California Green Building Code (CGBC).

SECTION 15. Amendment. Ojai Municipal Code Article 12 (“California Reference Standard”) of Chapter 1 (“Building Codes”) of Title 9 (“Building Regulations”) is hereby added to read as follows, with the additions marked by underlined text and deletions marked by ~~struck through~~ text.

Sec. 9-1.1201. Adoption.

That certain Code known as the “~~2022~~ 2025 California Reference Standard,” most recent edition, promulgated and published by the California Building Standards Commission, is hereby adopted and enacted as the primary Code of the City and made a part of this chapter by reference with the same force and effect as if fully set forth in this chapter, subject to the amendments set forth in this article. Said Code shall be referred to in this article as the California Reference Standard (CRS).

SECTION 16. Building Standards Commission. The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, under Health and Safety Code section 17958.7.

SECTION 17. California Energy Commission. The City Clerk shall file a certified copy of this Ordinance with the California Energy Commission, in accordance with California Health and Safety Code Sections 17958.5, 17958.7, and 18941.5, Public Resources Code Section 25402.1(h)(2), and California Code of Regulations, Title 24, Part 1, §10-106.

SECTION 18. Environmental Determination. The City Council determines that the following findings and conclusions reflect the independent judgement of the City Council. This ordinance is categorically exempt from the California Environmental Quality Act (CEQA) because it is an action taken by a regulatory agency for the purpose of protecting the environment, CEQA Guidelines Section 15308. The City Council finds that in accordance with section 15061(b)(3) of the California Code of Regulations, the adoption of these local amendments to the Ojai Municipal Code are exempt from the provisions of the California Environmental Quality Act because such actions are largely administrative in nature, are designed to improve and not degrade environmental quality, and the impacts of these local amendments to the building standards code

will not adversely affect the environment in any manner that could be significant. The following findings are made in support of these determinations:

1. The purpose of the implementation of a Reach Code is to reduce the amount of greenhouse gas emissions in the City that are produced from buildings.
2. The Reach Code approval process requires that the City determines that the local standards will require buildings to use no more energy than current statewide requirements. Furthermore, the California Energy Commission approval process requires that the City make the findings as part of its approval process. Therefore, the Reach Code standards can only go into effect if they protect the environment by making buildings more efficient.
3. The City recognizes that this ordinance shall not be enforced unless and until approved by the California Energy Commission.

SECTION 19. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, clause, phrase or portions might be declared invalid or unconstitutional.

SECTION 20. Certification. The City Clerk shall cause this Ordinance to be published once, within fifteen (15) calendar days after passage, in the *Ojai Valley News*, a newspaper of general circulation, printed, published, and circulated in the City, and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

SECTION 21. Effective Date. This Ordinance shall take effect 30 days after adoption pursuant to California Government Code Section 36937, shall supersede any conflicting provision of any City of Ojai ordinance, and shall continue to be in effect until terminated by further action of the City Council in accord with the applicable law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

CITY OF OJAI, CALIFORNIA

By _____
Andy Gilman, Mayor

ATTEST:

Weston Montgomery, Chief Deputy City Clerk

APPROVED AS TO FORM:

Bethany A. Burgess, City Attorney

STATE OF CALIFORNIA)
COUNTY OF VENTURA)
CITY OF OJAI)

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

AYES:

NOES:

ABSTAIN:

ABSENT:

Weston Montgomery
Chief Deputy City Clerk for the City of Ojai



Administrative Report

TO: Honorable City Council

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

MEETING DATE: December 9, 2025

SUBJECT: Furnished by Owner and Installed by Owner (FOIO) Items | Ojai Permanent Supportive Housing Project (OPSHP) 611 South Montgomery Street and Policy for Commemorative Naming and Donations

RECOMMENDATION

1. Receive DignityMoves' Furnished by Owner and Installed by Owner (FOIO) items list; and
2. Review and adopt the Policy for Commemorative Naming and Donations.

DISCUSSION

At the September 30, 2025 Special City Council Meeting, DignityMoves provided an informational presentation regarding the Ojai Permanent Supportive Housing project (the project) documents, with the City Council asking clarifying questions and offering feedback on the project documents prior to DignityMoves' finalizing the design for bidding. During this informational presentation, discussion took place regarding items for the project that are to be furnished and installed by the owner (the City of Ojai). The City Council requested that a so-called "FOIO List" (Furnished by Owner and Installed by Owner List) be returned to the City Council at a future meeting. This agenda report fulfills that request.

The acronym FOIO includes items and materials, equipment, furnishings, or systems the project owner purchases both directly and installs independently of the contractor's scope. These items are excluded from the construction contract price and builder warranties and are delivered and installed by the owner or the owner's vendors after the contractor completes required infrastructure. FOIO items are commonly used in public, nonprofit, or supportive housing projects for furniture, appliances, security systems, technology, and program-specific equipment, allowing owners to control procurement standards, reduce markup costs, or use specialized vendors.

The FOIO classification primarily impacts project coordination. Contractors must plan for rough-ins, schedule access, and avoid delays, while owners must deliver items on time and ensure their installers comply with site safety. FOIO decisions can affect project sequencing, warranty coverage, risk allocation, and closeout timing. When properly defined in early documents FOIO classifications support clearer roles, reduce change

orders, and help ensure both contractor and owner obligations are fully understood.

To support the procurement of FOIO items and to foster community involvement, the City is developing a platform to celebrate efforts of individuals, groups, and organizations interested in contributing to the project. To properly enable this effort, a proposed Policy for Commemorative Naming and Donations (policy) has been drafted to establish clear standards for recognizing individuals, organizations, or foundations that contribute funds, services, or materials specific to the project.

The policy ensures that donor celebration and recognition are consistent with community values, avoid commercial advertising, and protect the visual integrity of public spaces. All donations must be reviewed and approved by the City Manager or designee prior to installation. Donor plaques must follow standardized guidelines for size, materials, placement, and wording to maintain aesthetic uniformity. Corporate logos or promotional language are generally prohibited.

Donors are responsible for the cost of fabrication and installation of any recognition elements. The City retains ownership of all plaques and may relocate or remove them when remodeling, safety, or operational needs arise. The policy also clarifies that donor recognition does not grant naming rights unless separately approved by City Council under formal naming policy.

Overall, the policy promotes transparency and ensures donor recognition is tasteful, equitable, and compatible with the long-term stewardship of the project.

The FOIO List and proposed Policy for Commemorative Naming and Donations are attached as items A and B respectively.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 1 - Affordable Housing

OPTIONS

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

FISCAL IMPACT

There is no fiscal impact associated with this action at this time. While FOIO items are necessary for the completion of the project, the intent is to secure funding through donations from individuals, foundations, and community organizations. Any items not received through donations will be funded through the City's General Fund. Those items and impacts to the general fund will be reviewed and identified after donations have been received. Establishing a clear donation policy will help facilitate these contributions and may reduce the City's financial burden over time.

Prepared by: Lucas Seibert, Community Development Director
Bryan Schurmer, Planning Aide
Norma Cervantes, Assistant to the City Administrator

Brenda Cho, Finance Director
Ben Harvey, City Manager

ATTACHMENT(S)

- A. FOIO List
- B. Draft Policy for Commemorative Naming and Donations

October 6, 2025

Updated November 21, 2025

Updated December 4, 2025

1.0 List of FOIO (furnished by owner and/or installed by owner) possible donor items:

- a) Solar Panels (one variation to consider, it was suggested to maximize area of panels)
- b) EV Chargers
- c) Desk/closet, chair, bed, nightstand in the units
- d) Gathering space tables and chairs
- e) Office desks, chairs, shelving, casework, soft seating
- f) In-unit appliances (mini-fridge, microwave)
- g) Washing Machines (rough-in by GC)
- h) Dryers (rough-in by GC, provision for dryer vent)
- i) Open Shelving throughout the project (if budget allows, DJAA suggests bringing this under the GC scope)
- j) Countertop appliances in Gathering Space, coffee maker, microwave other?
- k) Dishes, cutlery, dish rack and other supplies for Gathering Space
- l) Window Coverings (curtains and rods)
- m) Site furnishings- chairs, benches and tables
- n) Floor coverings (rugs, bath mats, etc)
- o) Welcome mats at each unit entry
- p) Linens and pillows- soft furnishings
- q) Room decor, art, etc.
- r) Desk and nightstand lamps
- s) Security system
- t) Barbeque
- u) Umbrellas with base
- v) Mailboxes
- w) Donor wall large plaque(s)
- x) Project Identity sign
- y) All networking, low voltage cabling, panels and associated equipment.

2.0 Items that could potentially be added to the FOIO/donor list that are currently specified to be provided by the GC:

- a) Pantry Freezer
- b) Pantry Refrigerator

- c) Gathering Space dishwashers
- d) Some landscape scope (certain garden areas?)
- e) Decorative light fixtures (gathering space?)
- f) Bike racks
- g) Bathroom mirrors, accessories

3.0 Other possible donor support for:

- a) Ojai Valley Sanitary Sewer Capacity and Connection fees
- b) Casitas Water Connection fees
- c) SCE Connection fees
- d) Other permit fees ie City of Ojai or Ventura County Fire

**CITY OF OJAI
POLICY FOR COMMEMORATIVE NAMING
AND DONATIONS**

I. Purpose

The purpose of this policy is to establish the process and requirements for consideration of requests to name city facilities and programs. This policy also establishes a process for evaluating when it is appropriate for the City to accept donations of money, tangible personal property, and other donations from community members and other donors.

II. Naming of Facilities and Programs

A. Policy Statement

1. The City of Ojai is a unique place with strong community engagement and civic participation by the City's municipal government, other public agencies within the City and the Ojai Valley, community organizations and businesses, and community residents. The City desires to establish a formal policy to allow the City to better recognize the contributions from the community, including the naming of City facilities and programs and other ways of recognizing and commemorating such contributions. Contributions subject to recognition under this policy may include donations of money, donations of tangible personal property, in-kind contributions, volunteer service, or other significant contributions to the City or the Ojai community.

2. The City Council will have the exclusive authority to determine which City facilities, spaces, features, or programs are eligible for naming or other commemorative recognition under this policy. The City will retain ownership of all named property and the approval of naming rights under this policy is not intended to imply any endorsement of the persons or organizations recognized under this policy.

3. Naming rights for special purpose facilities and programs may be reserved for individuals or organizations who have had a significant impact or contribution to that facility or program. For example, naming rights for a facility or program dedicated to the arts may be based on an individual or organization's contribution to the arts or artistic programming at that facility.

B. Facilities

1. For purposes of this Policy, "facility" or "facilities" shall mean and include all City-owned capital improvements, including, but not limited to City buildings, parks, trails, playgrounds, sports fields, streets, or portions of any of such buildings, parks, and streets.

2. Facility naming rights will generally be reserved for individuals who provide a significant financial contribution to the cost of constructing a new facility or the cost of renovating an existing facility. At the discretion of the City Council, facilities may also be named after individuals who have consistently provided other significant contributions to the community over time such as community and civic leaders and volunteers.

3. Except in very unusual circumstances, no facility will be named after any current City employee or official or for a period of at least five (5) years after the retirement or other departure of an employee or at least five (5) years after an official leaves office.

4. The City shall comply with the requirements of Government Code § 34092 with respect to the naming of any street, boulevard, park, or place and will forward the Resolution providing any renaming of such facilities to the Board of Supervisors of the County of Ventura.

5. Facilities naming rights will typically be granted for the useful life of the facility unless otherwise provided in a Naming Rights Agreement. In the event the City determines it is necessary to perform a major capital project on a facility that is subject to a Naming Rights Agreement, the City will provide the named individual, or their successors in interest, the first opportunity to contribute to the cost of such capital project and retain the naming rights for that facility. In the event the named individual is not able or willing to contribute to the cost of such capital project, the City shall reserve the right to terminate the Naming Rights Agreement and grant future naming rights to financial supporters for the project.

C. Programs

1. For purposes of this Policy, “program” means any City-operated program, including youth sports programs, athletics programs, community gardens, community events, and arts programs.

2. Naming for City programs may be allowed for individuals who provide significant financial contributions or other in-kind contributions to such programs.

3. Naming rights for temporary or seasonal programs will generally be for the duration of the temporary program or then-current season, unless the named individual is willing to commit to providing future support or contributions to the program that warrant a longer naming right or unless otherwise determined by the City Council based on the significant nature of a particular contribution, whether financial or in-kind.

D. Commemorative Plaques, Monuments, and Signs; Design

1. In addition to establishing naming rights for all or a portion of a facility or program as described in this policy, the City may provide opportunities for public recognition of contributions to City facilities and programs through installation of commemorative plaques, monuments, and signage, along with other means of recognizing such contributions. Such commemorative plaques, monuments, and signage will be authorized in the sole discretion of the City.

2. Where the City establishes a formal campaign for donations or community contributions to a City project or facility, the City will endeavor to identify the manner and type of recognition based on different funding or contribution levels before it begins solicitation of donations or contributions.

3. The City reserves the right to approve the type, design, size, font, wording, location, and other similar elements of any commemorative signs, plaques, or monuments authorized under this Policy.

E. Naming Rights Agreement

All approved naming rights for facilities and ongoing programs approved by the City shall be documented in a formal agreement, which includes:

1. The name to be displayed.
2. The duration of recognition.
3. Financial terms and contribution details.
4. The location, size, and design of signage, if applicable.
5. Conditions for renewal or revocation.
6. Information regarding the proposed public communication plan.
7. The ability of the City to cover or remove signage for a limited period of time where the City has a legal obligation or operational need to do so.

A Naming Rights Agreement will not be required for commemorative plaques, monuments, and signs that are approved for tangible personal property or for temporary or seasonal naming rights for City programs.

F. Approval and Duration of Naming Rights

1. Naming of facilities and programs will be approved by City Council by Resolution. The City Manager may prepare a list of opportunities for commemorative recognition and naming.
2. Naming rights for parks and other City recreational facilities and programs will first be considered by the City's Parks and Recreation Commission.
3. The duration of naming rights under this policy will generally be based on the life of the asset or program, the value of the contribution, and the duration of the contribution.
4. Where a program or facility is named based on something other than a financial contribution, the City reserves the right to change the naming of the facility based on any reasonable factor.

G. Right to Deny or Withdraw Naming Rights

1. The City will not grant naming rights to and may withdraw naming rights or other recognition from individuals or entities where the City Council determines that the naming rights are inconsistent with City or community values.

2. The City will not grant naming rights to political organizations of any political party, due to the appearance of impropriety that such naming rights may have and the chilling effect it may have on members of the community.

3. Naming rights and other recognition may be withdrawn if the named party's reputation is significantly compromised, the promised contribution is not fulfilled or any other term of a Naming Rights Agreement is breached by the named party, or the facility or program is decommissioned, repurposed, or otherwise terminated.

4. The City may avoid names that are cumbersome, profane, discriminatory, or derogatory; names that would result in the overt commercialization of City facilities unless in conjunction with a substantial financial contribution for construction or project costs; names that cause confusion due to duplication or that sound too similar to existing named locations within the City or surrounding areas; or names of businesses whose business is substantially derived from the sale of tobacco, firearms, pornography, products or services illegal in the state of California, or other products and services considered unsuitable or inappropriate.

III. Donations

A. Definitions

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

1. A "donation" is a voluntary gift of money, property, goods, or services made to the City without the expectation of receiving compensation or any consideration in return, including an in-kind donation.

2. An "in-kind donation" is a non-cash contribution of goods, services, or volunteer labor.

B. Evaluation Criteria

Each proposed donation shall be evaluated based on: alignment with City priorities and the benefit to the City and community from the donation; financial and operational impacts to the City; aesthetic and safety considerations; legal title or authority to provide the donation; maintenance and long-term obligations associated with the donation; ethical implications, including evaluation of conflicts of interest, of accepting a donation; compliance with applicable regulations and community standards; potential liability to the City of accepting the donation.

C. Procedures

1. Prior to making a donation, the donor shall complete a donation application and submit the application to the City Manager.
2. The City Manager and relevant City department(s) will review the application to determine if it is consistent with this policy. Incomplete applications will be returned to the applicant.
3. The City Manager may accept donations of unrestricted cash or tangible personal property if the donation is in compliance with this policy and also complies with applicable state and local laws pertaining to gifts and donations. At the City Manager's discretion, significant gifts may be submitted to the City Council for approval.
4. Donations or gifts of real property and donations of restricted funds or other items shall be submitted to the City Council for approval.
5. The City will not provide a valuation of a donation for tax purposes, but may acknowledge receipt of a donation and all valuation will be by the donor. The City Manager will work with the donor to complete any necessary tax paperwork.

D. Right to Reject

1. The City reserves the right to reject or refuse any donation. Additionally, the City shall reject donations that conflict with City values or policies; imply endorsement of a product, service, or viewpoint; place an undue burden on City resources; create an actual or perceived conflict of interest; or create an unacceptable risk of liability to the City.

E. Recognition of Donations

1. The City may recognize donors through issuance of thank you letters, certificates of appreciation, public acknowledgement at City events or meetings, printed recognition at City events, website or social media mentions, or other appropriate methods of recognition.
2. All recognition must be tasteful and consistent with City branding, avoid language implying endorsement, and be approved by the City Manager or his or her designee.
3. Recognition involving naming rights or other similar commemorative recognition shall be in accordance with Section II of this Policy.
4. Tiered recognition levels (e.g., Bronze, Silver, Gold) may be offered for donations in the form of a sponsorship of City events or programs.

IV. **Review and Policy Maintenance**

This policy shall be reviewed biennially by the City Manager's Office and may be amended by the City Council as necessary to remain current and appropriate.



Administrative Report

TO: Honorable City Council

FROM: Bridget Mara, Admin Analyst I/Staff Liaison
to Arts Commission

MEETING DATE: December 9, 2025

SUBJECT: Ratification of Arts Commission Recommendations – 2026 Arts Grants

RECOMMENDATION

Ratify the Arts Commission's recommendations for the 2026 Arts Grants Program as outlined in Attachment A.

DISCUSSION

The Arts Grant Ad Hoc Committee convened on November 1, 2025, to evaluate applications for the 2026 grant cycle using a standardized rubric scoring method (Attachment B). This rubric was designed to ensure transparency, consistency, and alignment with the City's cultural and community goals.

Following the Ad Hoc Committee's work, the Full Arts Commission (5 members) reviewed the scoring outcomes, made adjustments, and finalized its recommendations for grant awards at the November 20, 2025 Arts Commission Meeting. The Commission's updated recommendations reflect consensus on funding priorities and equitable distribution of available resources.

Applications were evaluated across multiple criteria, including artistic merit, community impact, feasibility, alignment with cultural priorities, and budget accuracy.

- Applications were evaluated across multiple criteria, including artistic merit, community impact, feasibility, alignment with cultural priorities, and budget accuracy.
- Scores were compiled and reviewed collectively, ensuring equitable consideration across applicants.
- The Arts Commission's recommendations balance support for established organizations with opportunities for emerging projects, broadening access to cultural programming across Ojai.

- Ratification by City Council will affirm the Commission's role in guiding arts funding and ensure timely distribution of awards.

CITY COUNCIL GOALS ALIGNMENT

Goal No. 3 - Arts, Culture and Recreation Funding

OPTIONS

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

FISCAL IMPACT

Grant awards will be distributed within the approved budget allocation of \$100,000 for the Arts Grants Program. No additional fiscal impact is anticipated.

Prepared by:

ATTACHMENT(S)

- A. Updated Arts Grants Recommendations (Arts Commission, November 2025)
- B. Scoring Rubric